



On June 30th, Governor Inslee issued the “Washington Ready” guidelines, effectively re-opening the State of Washington and removing the Covid-19 restrictions. The City of Sumner looks forward to welcoming members of the public to its meetings in-person, but until further notice will continue to conduct its meetings 100% virtually, using the ZOOM platform. The public is invited to attend using the ZOOM meeting access information below:

<https://sumnerwa-gov.zoom.us/j/89975484817>

Or One tap mobile : +12532158782,,89975484817# or +16699006833,,89975484817#

Or Telephone: +1 253 215 8782

Webinar ID: 899 7548 4817

CALL TO ORDER

Pledge of Allegiance

Invocation - Jeremy Tost

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. Checks and electronic payments in the amount of \$1,429,189.04.
2. Minutes from the regular council meeting of October 4, 2021 and the October 11, 2021, study session.
3. 166th Ave Widening Improvements - Design Agreement Supplement
4. Pierce County for Specialized Recreation Services Agreement
5. 2021-2023 Collective Bargaining Agreement Police Guild representing Commissioned Employees
6. Rainier View Covered Court - Consultant Design Contract

PUBLIC HEARING

1. Public Hearing - Sumner Highschool Modernization Project Rights of Way Vacation

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 day of the meeting. 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. Planning Commission Appointment - Fochtman
 - b. Forestry & Parks Commission Appointment - Child
 - c. Ordinance No. 2796 - Updating the International Building Code and International Fire Code to 2018
 - d. Ordinance No. 2798 - Interchange Commercial Zone regulations update
 - e. Ordinance No. 2797 - 2021/2022 Biennial Budget Amendment
 - f. Ordinance No. 2799 - Amendment to the 2021 Compensation Schedule and Adoption of the 2022 Compensation Schedule
 - g. Sumner Meadows Purchase and Sale Agreement Extension
4. **Reports**
- a. Council
 - b. City Administrator
 - c. Mayor
5. **Executive Session**
6. **Adjournment**

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

SUBJECT: Checks and electronic payments in the amount of \$1,429,189.04.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Claims Voucher Approval
-

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Checks and electronic payments.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Pass as presented.



CLAIMS VOUCHER
APPROVAL
 City of Sumner Finance
 Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 26702 - 26795 ♦	To: 26796-26889	\$601,305.81 *
AP Electronic (EFTs) Payments:	From: 284	To: 286	\$295,559.11
AP Wire(s):	From: 15135	To: 15138	\$3,223.41
Payroll DD Numbers:	From: 49632	To: 49759, 4027	\$303,316.21
Payroll Check(s):	From: -	To: -	\$0.00
Payroll Wire(s):	From: 3967, 4025-4026	To: 4028-4033	\$225,784.50
TOTAL			\$1,429,189.04

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

DocuSigned by:

Kassandra Raymond

Chief Financial Officer

10/8/2021 | 2:53 PM PDT

Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$1,429,189.04 this 4th day of October 2021.

DocuSigned by:

[Signature]

Chair

10/11/2021 | 8:15 AM PDT

Date

Member

DocuSigned by:

Barbara Bitetto

Member

Date

10/8/2021 | 12:25 PM PDT

Date

* Includes \$88.09 in Use Tax and (\$0.00) in Check Voids (♦Check #26702 - 26795 were voided by Munis).

SUBJECT: Minutes from the regular council meeting of October 4, 2021 and the October 11, 2021, study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. October 4, 2021 regular meeting minutes
2. October 11, 2021 study session minutes

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the previous meeting.

COUNCIL COMMITTEE/STUDY SESSION: Study Session MEETING/STUDY SESSION DATE: 10/11/2021 COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Pass as presented.

CITY OF SUMNER
Council Meeting
Minutes – October 4, 2021

The Covid-19 pandemic continues to impact the health and safety of our community. In an effort to be diligent, the city is continuing to conduct all public meetings virtually, using the ZOOM platform. Access information can be located on the city's website, and on each meeting agenda. As the pandemic evolves, and when it is safe to do so, we look forward to welcoming everyone back to City Hall for in-person and hybrid meetings in our newly renovated council chambers.

CALL TO ORDER

The Sumner City Council met in regular session at 6:00pm, with Mayor William L. Pugh presiding.

Staff present via electronic device: City Administrator Jason Wilson, City Attorney Andrea Marquez, Communications Director Carmen Palmer, Community Development Director Ryan Windish, Public Works Director Mike Dahlem, Administrative Services Director Jeff Steffens, Police Chief Brad Moericke, Deputy City Attorney Maili Barber, Human Resources Manager Adrienne McNeilly, Chief Financial Officer Kassandra Raymond, Development Services Director Doug Beagle and Legal Services Coordinator Noel Clark

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

MOVED BY REED, SECONDED BY HAMILTON TO REMOVE ITEMS A & B FROM EXECUTIVE SESSION. PASSED BY VOICE VOTE.

PROCLAMATION

Recognizing Domestic Violence Awareness Month. Mayor Pugh read the Proclamation into the record. He invited Exodus Housing Executive Director Tonya Tunnell-Thornhill to speak about the organization.

Councilmembers had questions/comments regarding Exodus Housing's services.

Healthcare Heroes Mayor Pugh read the Proclamation into the record. Kristi Hartway, Chief Nurse Executive at Good Samaritan Hospital, Tara Doyle-Enneking, Chief Executive Officer of the Puyallup-Sumner Chamber of Commerce, and Shawn Fisher of Virginia Mason Franciscan Health addressed the Council regarding the event, and ways to support our healthcare workers in the South Puget Sound area.

Councilmembers thanked our healthcare workers for their efforts during the pandemic.

CONSENT AGENDA

MOVED BY HAYDEN, SECONDED BY HOCHSTATTER TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Approval of the minutes from the regular council meeting of September 20, 2021, the September 27, 2021, study session and the special meeting of September 27, 2021.
2. Diversity Equity and Inclusion Training Consultant Agreement
3. Approval of checks and electronic payments in the amount of \$2,151,466.89.

PUBLIC HEARING

There was none tonight.

UNFINISHED BUSINESS

There was none tonight.

PUBLIC COMMENT

There was no public comment tonight.

NEW BUSINESS

Murrey's Disposal Agreement Amendment

MOVED BY HAYDEN, SECONDED BY REED TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH MURREY'S DISPOSAL.

Administrative Services Director Jeff Steffens addressed the council.

The City's service agreement with Murrey's Disposal is set to expire on February 28, 2022. The parties have proposed an amendment to the current agreement that would extend the termination agreement to February 28, 2032. Also proposed are some changes to the Billing/Customer Service section of the agreement. These proposed changes are relatively minor in nature and make some slight modifications to Murrey's billing and collection procedures, including giving them added authority to pursue payments on past due accounts.

Josh Metcalf, District Manager Murrey's Disposal was also present to answer questions. Discussion Ensued.

PASSED BY ROLL CALL VOTE.

COUNCIL REPORTS

Deputy Mayor Hayden and Councilmember Hochstatter had no reports tonight.

Councilmember Brown stated, "Go Spartans!"

Councilmember Neuman wanted to thank Rotary for their fundraising efforts and reminded everyone that October is also Polio Awareness Month.

Councilmember Hamilton expressed his excitement for homecoming week and the parade on Friday.

Councilmember Bitetto reminded the public that it is election season and encouraged everyone to register to vote.

Councilmember Reed shared his appreciation for all First Responders and noted that he stands with them.

CITY ADMINISTRATOR

Upcoming Policy Issues:

- Next Week's Study Session
 - Sumner Meadows Purchase and Sale Agreement Extension
 - Non-Represented Employee Salary Study

- Next Regular Council Meeting on October 18th:
 - Ordinance amending the 2021 compensation schedule and adopting the 2022 compensation schedule
 - Ordinance adopting the third quarter biennial budget amendments
 - Ordinance amending the International Building and Fire Building code
 - Ordinance amending the Interchange Commercial Zoning Code
 - Approval of the Sumner Meadows Purchase and Sale Agreement Extension

Personnel Issues:

- The city is currently recruiting for a Municipal Court Judge, Associate Engineer or Public Works Project Manager. The Records Management Specialist position will open later this week.

Significant Development Activity:

- Sidewalk improvements: Visit our project page to see weekly updates on where the contractor will be working. This week work will continue on Kincaid, Sumner and Cherry Avenues.
- Kincaid Ave Apartments (Red Apple): Developers are beginning the site remediation work this week. This will involve excavating a large portion of the property and refilling with clean material. This is an exciting first step towards redevelopment of the property.

Miscellaneous:

- Covid activity among staff remains high, with several staff members testing positive or having close contact exposures.
- The SHS Homecoming Parade is this Friday at 4:30. Be at Heritage Park at 4:00pm, don't forget your mask. We only have two RSVPs (Reed/Hayden).

MAYOR REPORT

Mayor Pugh had nothing to report.

EXECUTIVE SESSION

At 6:40pm, the Mayor adjourned the regular council meeting into Executive Session for the purposes of discussing with legal counsel labor negotiations, pursuant to RCW 42.30.140(4). 15 minutes, there will not be action to follow. At 6:55pm, Executive Session was extended by 2 minutes.

At 6:57pm, the Mayor reconvened the regular meeting.

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting at 6:57pm. Councilmembers concurred.

ATTEST:

William L. Pugh, Mayor

Noel Clark, Legal Services Coordinator

SUMNER CITY COUNCIL
Minutes – Study Session
October 11, 2021

The Covid-19 pandemic continues to impact the health and safety of our community. In an effort to be diligent, the city is continuing to conduct all public meetings virtually, using the ZOOM platform. Access information can be located on the city's website, and on each meeting agenda. As the pandemic evolves, and when it is safe to do so, we look forward to welcoming everyone back to City Hall for in-person and hybrid meetings in our newly renovated council chambers.

The Sumner City Council met in study session at 6:02pm, with Deputy Mayor Kathy Haden presiding.

Councilmembers present: Bitetto, Brown, Hamilton, Hayden, Hochstatter (arrived at 6:08) and Reed. Councilmember Neuman was absent.

MOVED BY BITETTO SECONDED BY HAMILTON TO EXCUSE COUNCILMEMBER NEUMAN FROM TONIGHT'S MEETING.

PASSED BY VOICE VOTE 5-0, as Councilmember Hochstatter hadn't joined the meeting yet.

Staff present: City Administrator Jason Wilson, Administrative Services Director Jeff Steffens, City Attorney Andrea Marquez, Public Works Director Mike Dahlem, Human Resource Manager Adrienne McNeilly, Deputy City Attorney Maili Barber, Community Development Director Ryan Windish, and Chief Financial Officer Kassandra Raymond.

REGULAR BUSINESS

1. Sumner Meadows Purchase and Sale Agreement Extension
2. Non-represented Employee Sala

CITY ADMINISTRATOR REPORT

AGENDA SETTING

EXECUTIVE SESSION

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 7pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor William L. Pugh

SUBJECT: 166th Ave Widening Improvements - Design Agreement Supplement
Agreement Revised

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,419,236.66

Within Budget Allocation: Yes

ATTACHMENTS:

1. 166th Ave Widening Improvements Supplement #2 (revised)

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

SUMMARY BACKGROUND:

166th Avenue East (Sumner-Tapps Highway) and the SR 410 westbound off-ramp experience severe traffic congestion at the SR 410 interchange and the intersection to the north at 64th Street East. Additionally, an undersized and failing corrugated metal pipe culvert that carries Salmon creek runs diagonally underneath the intersection, creating an unsuitable environment for ESA-listed salmon species to thrive and spawn.

This project was submitted for federal funding through the Federal Highway Administration Surface Transportation Program. Funds became available earlier this year. To use these funds, the project needs to complete a design agreement supplement to add needed language to be eligible for federal reimbursement. Additionally, this supplement increases the consultant scope from preliminary design to 100% final design and right-of-way acquisition.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/7/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to KPG's Consultant Services Agreement for the 166th Widening and Intersection Improvements Project (CIP 13-11), increasing the agreement amount by \$1,419,236.66 to a total authorized amount not-to-exceed \$2,091,283.66, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the supplement, substantially in a form as approved by the City Attorney.



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>2</u>		Organization and Address	
Original Agreement Number STPUL-3109(003)		KPG, P.S. 3131 Elliott Ave., Suite 400 Seattle, WA 98121 Phone: 253-627-0720	
Project Number CIP 13-11	Execution Date	Completion Date December 31, 2025	
Project Title 166th Avenue East Widening and Intersection Improvements	New Maximum Amount Payable \$2,091,283.66		
Description of Work The project widens 166th Ave East between two existing intersections from a two-to-three-lane section to four standard lanes and rebuilds an existing stop-controlled intersection at the SR 410 WB ramps and an existing signalized intersection at 64th St E as two roundabouts. The project will include ADA-compliant pedestrian facilities to provide new north-south sidewalk access through the project. An existing culvert carrying Salmon Creek will be upgraded as needed.			

The Local Agency of City of Sumner
desires to supplement the agreement entered in to with KPG, P.S.
and executed on 4/16/2019 and identified as Agreement No. CIP 13-11
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

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

Please see Exhibit A, Scope of Work

In addition to existing Scope of Work, append additional scope in attached Exhibit A, Final Design Scope of Work. Also, incorporate DBE Participation plan into agreement Exhibit B, which was previously vacant.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: New Completion Date - December 31, 2025.

III

Section V, PAYMENT, shall be amended as follows:

Budget through Supplement 1 \$672,047 + \$1,419,236.66 (Supplement 2) = \$2,091,283.66

See Attached Fee Breakdown

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

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

By: Terry Wright - Principal

Consultant Signature

By: _____

Approving Authority Signature

Date

EXHIBIT A

**City of Sumner
166th Ave E Improvements Project
Supplement #2
CIP 13-11**

**KPG, P.S.
Final Design Scope of Work
October 6, 2021**

INTRODUCTION

The conceptual design phase for the 166th Ave E Widening and Intersection Improvements project has been completed. The Roundabout Design Approval Memorandum dated June 3, 2021 has been approved by WSDOT and will be used as the basis for final design. This following scope of work outlines the effort required to complete final design and preparation of bid documents. For the purpose of this project, Sumner Tapps Hwy E will be referenced as 166th Ave E.

This project is comprised of two distinct elements:

- Project Element A - Roadway and Utility Improvements
 - o Roundabout at 166th Ave E & 64th St E intersection
 - o Roundabout at 166th Ave E & SR410 westbound (WB) intersection
 - o SR410 WB on-ramp and off-ramp
 - o Stormwater conveyance and water quality
 - o Illumination
 - o RRFBs
 - o Retaining wall with decorative gateway treatment
 - o Landscaping and irrigation
 - o Urban design
 - o Channelization and signage
 - o Replace City water and sewer system within project limits
 - o Construction Staging and Temporary Traffic Control plans
- Project Element B – Salmon Creek Culvert Replacement
 - o Fish passage culvert starting at the northwest corner of 166th Ave E and 64th St E and ending at the south side of 64th St E, east of 166th Ave.

This scope assumes that the design of Project Element A will be developed concurrently with Project Element B, but that Project Element A will be bid separately from Project Element B.

The project has federal funds and an 11% mandatory DBE goal for consultants on this project.

EXHIBIT A

SCOPE OF WORK

Task 1.0 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the Client's expectations for schedule, budget, and quality of product.

1.1 Provide project administrative services including:

- Preparation of monthly invoices
- Preparation of monthly progress reports
- Maintaining project files
- Record keeping and project closeout

1.2 Provide project management services including:

- Project staff management and coordination
- Monthly design team coordination meetings
- Subconsultant management and coordination
- Prepare and update project schedule
- Schedule and budget monitoring

1.3 Design coordination meetings with City staff:

- Attend monthly design review/coordination meetings with City staff.
- Budget assumes that the KPG project manager and lead project engineer will attend all meetings and task leads will attend meetings as needed
- Miscellaneous correspondence and phone calls

1.4 Coordination with Subconsultants:

- Regular coordination with HWA, Commonstreet, Osborn Consulting, Widener & Associates, Bright Engineering, and Kittelson as required
- Provide information such as drawings, figures, and details
- Review of all subconsultant deliverables

Products:

- Monthly invoices with progress reports
- Meeting notes for Consultant/City
- Project Schedule

Assumptions:

- The estimated project duration is 24 months

EXHIBIT A

Task 2.0 – Survey

This task covers the effort required to provide supplemental survey field work and base mapping to update the current available base map.

2.1 The Consultant shall provide supplemental survey at the following locations:

- o Corliss property (NE corner of project)
- o SR410 overpass bridge structures, westbound and eastbound
- o SR410 west-bound on-ramp and off-ramp
- o As-built existing detention pond and surrounding area for potential pond expansion
- o Car Village property, parcel no. 0520292009, located south of Corliss property
- o Combine base maps from adjacent projects to one consolidated base map

2.2 The Consultant shall complete utility potholes as part of Task 5.0 Utility Coordination. The locations of the potholes will be surveyed and added to the base map.

2.3 The Consultant will prepare legal descriptions and exhibits for up to two (2) parcels requiring ROW, permanent, or temporary easement acquisitions, in support of right of way acquisitions.

Products:

- Survey base map
- Legal description and exhibit for up to two (2) parcels

Assumptions:

- If necessary, title reports (2 estimated) will be ordered by KPG and invoiced to the City

Task 3.0 –Stormwater Analysis

A Conceptual Stormwater Management Technical Memorandum has been completed. Effort under this task includes the work to finalize recommendations for flow control and water quality facilities for the project.

The effort associated with final design of the Salmon Creek Culvert (Task 7 and Task 9) is separate from Task 3.

The Consultant will:

3.1 Determine the applicable water quality, flow control, and onsite stormwater management requirements as prescribed by the Department of Ecology Stormwater Management Manual for Western Washington (SWMMWW). The consultant will coordinate with the City to confirm these findings and identify any other requirements or conditions that would impact the project's stormwater management requirements.

3.2 Perform preliminary and final design calculations and sizing of stormwater facilities for stormwater management and runoff treatment. The consultant shall also prepare sizing calculations for all new stormwater conveyance systems. Existing storm drainage

EXHIBIT A

systems within the project area will also be analyzed for capacity to determine if replacement is warranted. Documentation of these calculations will be included in the Stormwater Site Plan report.

- 3.3 Analysis and design of onsite stormwater management BMPs for new and replaced hard surfaces. Location and sizing of onsite stormwater management BMPs will be evaluated for feasibility and implemented in the final design plans.
- 3.4 Prepare a 30% draft Stormwater Site Plan report in accordance with the 2014 SWMMWW. The draft Stormwater Site Plan will be submitted with the 30% design submittal (Task 7).
- 3.5 Prepare a 60% draft Stormwater Site Plan report in accordance with the 2014 SWMMWW. The draft Stormwater Site Plan will be submitted with the 60% design submittal (Task 8).
- 3.6 Prepare a final Stormwater Site Plan report that addresses comments received by the City of Sumner on the preliminary report and incorporates final design revisions. The final Stormwater Site Plan will be submitted with the 90% design submittal (Task 8).

Products:

- 30% Draft Stormwater Site Plan Report (PDF)
- 60% Draft Stormwater Site Plan Report (PDF)
- Final Stormwater Site Plan Report (PDF)

Assumptions:

- Stormwater design will be per the Ecology 2014 Stormwater Management Manual for Western Washington (SWMMWW).
- Primary detention requirement will utilize existing capacity in the detention pond adjacent to the project. Existing detention pond was sized for future roadway improvements. The pond may be regraded to acquire additional volume or alternative locations for underground facilities.
- Hydrologic modeling for sizing of stormwater facilities will be performed using the Western Washington Hydrology Model (WWHM).
- Hydraulic modeling for sizing conveyance will be performed using XPStorm software.
- The focus of the 30% draft Site Plan Report will be to document the project's stormwater management requirements and the size and location of required stormwater facilities as necessary to support the 30% design. Conveyance calculations and CSWPP Analysis and Design will not be included in the 30% draft Site Plan Report.

Task 4.0 – WSDOT Coordination

The Summary of Design (SOD), Roundabout Design Approval (RDA) and Intersection Control Evaluation (ICE) have been completed and approved by WSDOT. Effort under this task includes the work to continue coordination with WSDOT and obtain required approvals.

EXHIBIT A

- 4.1 The Consultant shall complete other documents required for federally funded projects which may include Public Information Funding (PIF) and Maximum Extent Feasible (MEF) documentation.
- 4.2 The Consultant shall revise the WSDOT limited access line to match the new roadway configuration and extend the limited access for 300' from the center of the roundabouts per WSDOT Design Manual Chapter 530.

Products:

- PIFs and MEFs, if needed
- Red/Green markup of ROW plan showing Limited Access Revision, approved by WSDOT
- Design Approval documents including Plan for Approval (prepared by Kittelson & Associates), approved by WSDOT

Task 5.0 – Utility Coordination

The Consultant will coordinate with private/franchise utilities affected by the proposed improvements. Anticipated franchise utility work may include relocation of utility poles with power and communication lines, and relocation of underground gas and/or communication lines. Efforts included under this task includes:

- 5.1 The Consultant will coordinate with each of the utilities through emails and phone calls. Updated plans will be sent at 30%, 60%, 90%, 100% and Bid Document submittal phases. A Utility Coordination Log will be updated throughout the duration of the project to document coordination efforts.
- 5.2 Prepare and update Pothole and Utility Conflict Plan: This plan will be submitted to all purveyors with utilities within the project limits to assess whether said utilities may conflict with proposed improvements.
- 5.3 The Consultant shall prepare for and attend meetings (6 assumed) with public and franchise utilities to discuss utility conflicts, relocations, system limitations, system termini, and requirements.
- 5.4 Utility locating service will provide potholing services to identify potential utility conflicts. The locations of the potholes will be surveyed and added to the basemap (Task 2.2). The Consultant will collect and analyze the pothole data necessary to develop the Pothole and Utility Conflict Plan (Task 5.2).

Products:

- Prepare and Update Pothole and Utility Conflict Plan (PDF)
- Pothole Data Sheets (PDF)

Assumptions:

- Any private/franchise utility expansion is not included in the project
- Undergrounding of aerial utility lines is not included in the project
- Franchise utilities will be billed directly for potholing of their own utilities
- A potholing allowance is included in the budget for potholing of City utilities, franchise utilities will pay for their potholes.

Task 6.0 – 30% Preliminary Design: Roadway and Utility Improvements

- 6.1 The Consultant shall prepare 30% plans for the roadway and utility improvements. In general, these plans will convey the proposed horizontal locations of improvements

EXHIBIT A

including the roundabouts, curbs, sidewalks, utilities, retaining walls, and basic construction notes but will not include specific construction details or vertical information. It is anticipated that the 30% plans will include the following:

- o Cover Sheet
- o Sheet Index, Alignment Plan and Survey Control
- o Legend and Abbreviations
- o Site Preparation and TESC Plans
- o Roadway Plans
- o Stormwater Plans
- o Water Plans
- o Sewer Plans
- o Illumination Plans
- o Urban Design Plans
- o Landscape Plans
- o Channelization and Signing Plans
- o Right of Way Plans

The approved 30% layout design will become the basis for subsequent plans, specifications, and estimates, as well as environmental documentation.

- 6.2 The Consultant will calculate quantities and prepare a 30% construction cost estimate.
- 6.3 The Consultant shall evaluate lighting performance using the AGI32 illumination model that shows lighting levels and uniformity. Lighting report will be prepared.
- 6.4 The Consultant shall provide internal quality assurance/quality control (QA/QC) review of all 30% deliverables prior to submittal.

Products:

- 30% Plans (PDF)
- 30% Engineer's Cost Estimate (PDF)
- 30% AGI32 Illumination Report (PDF)

Task 7.0 – 30% Preliminary Design: Salmon Creek Culvert

- 7.1 The Consultant shall prepare 30% plans for the Salmon Creek Culvert improvements. In general, these plans will convey the proposed type, size, and horizontal location of the culvert, limits of creek channel restoration, basic construction notes but will not include specific construction details or vertical information. It is anticipated that the 30% plans will include the following:
 - o Cover Sheet
 - o Legend and Abbreviations

EXHIBIT A

- o Sheet Index, Alignment Plan and Survey Control
- o Typical Stream Channel and Culvert Sections
- o Typical Details
- o Site Preparation and TESC Plans
- o Salmon Creek Alignment Plan and Profiles
- o Enhancement Planting Plans
- o Wetland Mitigation Site Plans

The approved 30% layout design will become the basis for subsequent plans, specifications, and estimates, as well as environmental documentation.

- 7.2 The Consultant will calculate quantities and prepare a 30% construction cost estimate.
- 7.3 The Consultant shall provide internal quality assurance/quality control (QA/QC) review of all 30% deliverables prior to submittal.

Products:

- 30% Plans (PDF)
- 30% Engineer's Cost Estimate (PDF)

Assumptions:

- Creek alignment design will only include the section required to build the roundabout and does not include the section to the east through the Corliss property.

Task 8.0 – Final Design: Roadway and Utility Improvements

The Consultant shall prepare 60%, 90%, 100%/WSDOT Review and Bid Document Plans, Specifications, and Estimates (PS&E) for review and approval by the City. All design plans and documents will be signed by a licensed professional engineer in the State of Washington.

- 8.1 The Consultant shall prepare 60% plans and cost estimate for review and approval by the City. The 60% submittal will include response to comments received from the 30% review. It is anticipated that the 60% plans and subsequent submittals will include the following:

- o 1 Cover Sheet
- o 1 Legend and Abbreviations
- o 1 General Notes
- o 7 Existing Conditions Plans
- o 2 Horizontal Control Plans
- o 2 Right of Way Plans
- o 2 Typical Roundabout Sections
- o 8 Site Preparation and TESC Plans
- o 2 Roundabout Overall Grading Plan

EXHIBIT A

o	8	Roundabout Plan & Profile
o	2	Roundabout Grading Plans
o	6	Roundabout Control Tables
o	4	Splitter Island Details
o	4	Curb Return and Ramp Details
o	6	Retaining Wall Plans and Details
o	8	Stormwater Plans and Profiles
o	6	Stormwater Details
o	4	Water Plans and Profiles
o	1	Water Details
o	4	Sewer Plans and Profiles
o	1	Sewer Details
o	8	Illumination & RRFB Plans
o	2	Illumination & RRFB Details
o	9	Irrigation Plans & Details
o	9	Landscape Plans & Details
o	4	Urban Design Plans
o	2	Urban Design Details
o	7	Channelization and Signing Plans
o	<u>16</u>	Construction Phasing and Traffic Control Plans

137 Total Sheets

- 8.2 The Consultant shall prepare 90% PS&E for review and approval by the City. The 90% submittal will include response to comments from the 60% review.
- 8.3 The Consultant shall prepare 100%/WSDOT Review PS&E for review and approval by the City and WSDOT. The 100% submittal will include response to comments from the 90% review.
- 8.4 The Consultant shall prepare final Bid Documents PS&E for advertisement. The Bid Documents submittal will include response to comments from the 100% review.
- 8.5 The Consultant shall evaluate lighting performance using the AGI32 illumination model that shows lighting levels and uniformity. Lighting report will be prepared for the 60% submittal and a final report will be prepared along with the 90% design submittal.
- 8.6 The Consultant shall provide internal quality assurance/quality control (QA/QC) review of all 60%, 90%, 100%, and Bid Document deliverables prior to submittal.

Products:

- 60%, 90%, 100%/WSDOT Review Plans - Five (5) 11x17 hard copies and PDF
- 60%, 90%, 100%/WSDOT Review Engineer's Cost Estimate- PDF

EXHIBIT A

- 90%, 100%/WSDOT Review Specifications - Five (5) 8.5x11 hard copies and PDF
- Bid Document Plans, Specifications, and Engineer's Cost Estimate – Five (5) hard copies and PDF
- 60% AGI32 Illumination Report - PDF
- Final AGI32 Illumination Report - PDF

Task 9.0 – Final Design: Salmon Creek Culvert

The Consultant shall prepare 60%, 90%, 100%/WSDOT Review and Bid Document Plans, Specifications, and Estimates (PS&E) for review and approval by the City. All design plans and documents will be signed by a licensed professional engineer in the State of Washington.

- 9.1 The Consultant shall prepare 60% plans and cost estimate for review and approval by the City. The 60% submittal will include response to comments received from the 30% review. It is anticipated that the 60% plans and subsequent submittals will include the following:

- o 1 Cover Sheet
- o 1 Legend and Abbreviations
- o 1 Sheet Index, Alignment Plan and Survey Control
- o 2 Typical Stream Channel and Culvert Sections
- o 2 Upstream Wingwall Details
- o 2 Downstream Wingwall Details
- o 2 Site Preparation and TESC Plans
- o 2 Salmon Creek Alignment Plans and Profiles
- o 2 Stream Diversion Plans
- o 2 Enhancement Planting Plans
- o 2 Wetland Mitigation Site Plans
- 19 Total Sheets**

- 9.2 The Consultant shall prepare 90% PS&E for review and approval by the City. The 90% submittal will include response to comments from the 60% review.
- 9.3 The Consultant shall prepare 100%/WSDOT Review PS&E for review and approval by the City and WSDOT. The 100% submittal will include response to comments from the 90% review.
- 9.4 The Consultant shall prepare final Bid Documents PS&E for advertisement. The Bid Documents submittal will include response to comments from the 100% review.
- 9.5 The Consultant shall provide internal quality assurance/quality control (QA/QC) review of all 60%, 90%, 100%, and Bid Document deliverables prior to submittal.

Products:

- 60%, 90%, 100%/WSDOT Review Plans - Five (5) 11x17 hard copies and PDF
- 60%, 90%, 100%/WSDOT Review Engineer's Cost Estimate- PDF
- 90%, 100%/WSDOT Review Specifications - Five (5) 8.5x11 hard copies and PDF

EXHIBIT A

- Bid Document Plans, Specifications, and Engineer's Cost Estimate – Five (5) hard copies and PDF

Assumptions:

- Creek alignment design will only include the section required to build the roundabout and does not include the section to the east through the Corliss property.

Additional Services

The City may require other services of the Consultant. The scope of these services will be determined on the unanticipated needs or other considerations at the sole discretion of the City. This work may include but is not necessarily limited to the following: construction services, such as construction management, inspection, construction surveying and staking, record drawings or as-built preparation.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant will provide a detailed scope of work and an estimate of cost. The Consultant shall not proceed with additional work until the City has authorized the work and issued a notice to proceed.

EXHIBIT D
PRIME CONSULTANT COST COMPUTATIONS

Client City of Sumner

Project 168th Ave E Improvements Project

KPG, P.S. PROJECT NUMBER: 18158 (Supplement #2)

DATE: 10/7/2021

Task No.	Task Description	Labor Hour Estimate																						Total Hours and Labor Fee Estimate by Task		
		Principal	Senior Engineer	Sr. Project Engineer	Project Engineer II	Project Engineer I	Design Engineer	Engineering Technician	Technician	Engineering Assistant	Survey Manager	Survey Crew II (W/Equip)	Project Surveyor	Senior Survey Technician	Senior Resident Engineer	Urban Design Manager	Project Landscape Architect	Landscape Technician	Senior CAD Technician	CAD Technician	Business Manager	Senior Admin	Office Admin			
		274	203	179	153	140	126	104	100	90	246	238	155	128	155	195	141	100	134	112	174	112	80	Hours	Fee	
Task 1 - Management/Coordination/Administration																										
1.1	Administrative Services	24	12																	24	16	16	92	\$	16,260.00	
1.2	Project Management Services	30	8	8		8	8									4	8						74	\$	15,312.00	
1.3	Monthly Coordination Meetings with City (24 est)	24	24	2												2							52	\$	12,196.00	
1.4	Coordination with Subconsultants	16	16	8		24	16										12		8			20		120	\$	19,444.00
Task Total		94	60	18	0	32	24	0	0	0	0	0	0	0	0	6	20	0	8	0	24	36	16	338	\$	63,212.00
Task 2 - Survey																										
2.1	Supplemental Survey										2	24		24										50	\$	9,276.00
2.2	Survey Potholes										1	8		4										13	\$	2,662.00
2.3	Legal Descriptions and Exhibits (2 est)										1			8										17	\$	2,510.00
Task Total		0	0	0	0	0	0	0	0	0	4	32	8	36	0	0	0	0	0	0	0	0	0	80	\$	14,448.00
Task 3 - Stormwater Analysis																										
3.1	Stormwater Management Technical Memorandum			4		16	24																	44	\$	5,980.00
3.2	Detention, Water Quality & Conveyance Analysis			16		24	80																	120	\$	16,304.00
3.3	On-Site Stormwater Analysis (MR No. 5)			4		24	60																	88	\$	11,636.00
3.4	Preparation of 30% Stormwater Site Plan			8		24	40																	72	\$	9,832.00
3.5	Preparation of 60% Stormwater Site Plan			16		24	60																	100	\$	13,784.00
3.6	Preparation of Final Stormwater Site Plan			12		16	40																	68	\$	9,428.00
Task Total		0	0	60	0	128	304	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	492	\$	66,964.00
Task 4 - WSDOT Coordination																										
4.1	PIFs and MEFs		4	4		16	16										6	8						54	\$	7,430.00
4.2	Limited Access Revision Red/Green Markup												20	20						10				50	\$	6,780.00
Task Total		0	4	4	0	16	16	0	0	0	0	0	20	20	0	0	6	8	0	10	0	0	0	104	\$	14,210.00
Task 5 - Utility Coordination																										
5.1	Utility Coordination Log		8			8	8																	24	\$	3,752.00
5.2	Pothole and Utility Conflict Plan		6	8		24	36																	74	\$	10,546.00
5.3	Coordination Meetings (6 est)	4	6			4																		14	\$	2,874.00
5.4	Analyze Pothole Data		4	8		12	24																	48	\$	6,948.00
Task Total		4	24	16	0	48	68	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160	\$	24,120.00
Task 6 - 30% Preliminary Design: Roadway and Utility Improvements																										
6.1	30% Plans		32	32		80	60	60									24	40	20	60				408	\$	54,008.00
6.2	30% Cost Estimate		16	8		24	32	24									8	8						120	\$	16,496.00
6.3	30% Illumination Report		4			24			16	16														60	\$	8,876.00
6.4	QA/QC	4	12	4											6	4			6					36	\$	6,762.00
Task Total		4	64	44	0	104	116	84	16	16	0	0	0	0	6	4	32	48	26	60	0	0	0	624	\$	84,142.00
Task 7 - 30% Preliminary Design: Salmon Creek Culvert																										
7.1	30% Plans		24	32		100	60	40									16	24	40	40				376	\$	50,816.00
7.2	30% Cost Estimate		4	8		16	16										8	8						60	\$	8,428.00
7.3	QA/QC	6	6	6											6	4			6					34	\$	6,450.00
Task Total		6	34	46	0	116	76	40	0	0	0	0	0	0	6	4	24	32	46	40	0	0	0	470	\$	65,694.00
Task 8 - Final Design: Roadway and Utility Improvements																										
8.1	60% Plans and Cost Estimate		60			160	200	200									40	60	40	16				776	\$	99,372.00
8.2	90% PS&E	6	80	40		140	160	120									24	80	80	24		16		770	\$	106,252.00
8.3	100%/WSDOT Review PS&E	4	40			80	80	60									8	20	20	24		16		352	\$	48,124.00
8.4	Bid Documents	4	16	4		24	16											16	8			16		104	\$	15,284.00
8.5	60% and Final Illumination Reports		8				16		24															48	\$	6,040.00
8.6	QA/QC	16	32	8	24										32	8			6					126	\$	23,308.00
Task Total		30	236	52	24	404	472	380	24	0	0	0	0	0	32	40	156	168	94	16	0	48	0	2176	\$	298,380.00
Task 9 - Final Design: Salmon Creek Culvert																										
9.1	60% Plans and Cost Estimate		16	40		80	160	40	40	40							16	40	20	40				532	\$	66,944.00
9.2	90% PS&E	6	16	40		120	160	60	40	40						8	24	24		24		8		570	\$	73,780.00
9.3	100%/WSDOT Review PS&E	4	8	16		24	24										8	16				8		108	\$	15,592.00
9.4	Bid Documents		8	4		16	8											4	4			8		52	\$	7,448.00
9.5	QA/QC	12	16	8											32	16			6					90	\$	16,852.00
Task Total		22	64	108	0	240	352	100	80	80	0	0	0	0	32	24	52	84	26	64	0	24	0	1352	\$	180,616.00
Total Labor Hours and Fee		160	486	348	24	1,088	1,428	604	120	96	4	32	28	56	76	78	290	340	200	190	24	108	16	5,796	\$	811,786.00

Client City of Sumner
Project 166th Ave E Improvements Project
KPG, P.S. PROJECT NUMBER: 18158 (Supplement #2)
DATE: 10/7/2021

Task No.	Task Description	Labor Hour Estimate																				Total Hours and Labor Fee Estimate by Task				
		Principal	Senior Engineer	Sr. Project Engineer	Project Engineer II	Project Engineer I	Design Engineer	Engineering Technician	Technician	Engineering Assistant	Survey Manager	Survey Crew II (W/Equip)	Project Surveyor	Senior Survey Technician	Senior Resident Engineer	Urban Design Manager	Project Landscape Architect	Landscape Technician	Senior CAD Technician	CAD Technician	Business Manager			Senior Admin	Office Admin	
		274	203	179	153	140	126	104	100	90	246	238	155	128	155	195	141	100	134	112	174	112	80	Hours	Fee	
Subconsultants																										
																								Potholing - (TBD)	\$	4,000.00
																								Geotechnical Services - HWA (DBE)	\$	81,081.00
																								Right of Way Services - Commonstreet Consulting, LLC	\$	28,337.00
																								Environmental - Widener (Total does not include Aqua Terra below)	\$	169,410.42
																								Cultural Resources Report - Aqua Terra (Sub to Widener) DBE	\$	8,968.98
																								Culvert/Stream Analysis - Osborn Consulting (DBE)	\$	84,578.26
																								Structural Engineering - Bright Engineering	\$	68,302.00
																								Construction Staging and Traffic Control - Kittelson & Associates Inc.	\$	160,373.00
																								Total Subconsultant Expense	\$	605,050.66
Reimbursable Direct Non-Salary Costs																										
																								Title Reports - (TBD)	\$	1,400.00
																								Mileage at current IRS rate	\$	500.00
																								Reproduction Allowance	\$	500.00
																								Total Reimbursable Expense	\$	2,400.00
																								Total Estimated Budget	\$	1,419,236.66

KPG, PS
Summary of Negotiated Costs
Effective July 20, 2021 through June 20, 2022

Classification	2021 Estimated Salary Range		Est Direct Salary Costs (DSC)	Office Overhead @1.6761	Fee @ 30% of DL	2021 Inclusive Rate (Rounded to \$1)
	Low	Hi		1.6761 Of DSC	30% of DSC	
Principal	87	97	91.99	154.18	27.60	274
Engineering Manager	79	87	82.73	138.66	24.82	246
Senior Engineer	65	72	68.30	114.47	20.49	203
Sr. Project Engineer	57	63	60.00	100.56	18.00	179
Project Engineer II	49	54	51.26	85.92	15.38	153
Project Engineer I	45	49	46.88	78.58	14.06	140
Design Engineer	40	45	42.50	71.24	12.75	126
Engineering Technician	33	37	35.00	58.66	10.50	104
Technician	32	35	33.60	56.32	10.08	100
Engineering Assistant	29	32	30.23	50.66	9.07	90
Principal Architect	75	83	78.75	131.99	23.62	234
Aviation Manager	58	65	61.50	103.07	18.45	183
Senior Architect	53	58	55.65	93.28	16.70	166
Architecture Technician II	40	45	42.47	71.19	12.74	126
Architecture Technician I	32	35	33.50	56.15	10.05	100
Survey Manager	79	87	82.73	138.66	24.82	246
Survey Crew II (W/Equip)	76	84	80.08	134.22	24.02	238
Survey Crew I (W/Equip)	59	66	62.40	104.59	18.72	186
Project Surveyor	49	55	51.98	87.12	15.59	155
Senior Field Surveyor	41	45	43.13	72.29	12.94	128
Field Surveyor	37	41	39.03	65.42	11.71	116
Senior Survey Technician	41	45	42.92	71.94	12.88	128
Survey Technician	33	37	35.17	58.95	10.55	105
Survey Assistant	27	29	28.08	47.06	8.42	84
Urban Design Manager	62	69	65.45	109.71	19.64	195
Project Landscape Architect	45	50	47.50	79.61	14.25	141
Landscape Technician	32	35	33.48	56.11	10.04	100
Landscape Assistant	26	28	27.00	45.25	8.10	80
Senior Transportation Planner	53	59	56.00	93.87	16.80	167
Transportation Planner	35	38	36.54	61.24	10.96	109
Senior Construction Manager	75	83	78.79	132.06	23.64	234
Construction Manager	60	66	63.00	105.60	18.90	188
Senior Resident Engineer	49	55	52.00	87.16	15.60	155
Resident Engineer	43	48	45.57	76.38	13.67	136
Assistant Resident Engineer	39	43	41.00	68.72	12.30	122
Senior Construction Observer	49	55	52.00	87.16	15.60	155
Construction Observer III	44	50	47.00	78.78	14.10	140
Construction Observer II	39	44	41.50	69.55	12.45	123
Construction Observer I	32	35	33.28	55.78	9.98	99
Construction Technician	29	32	30.23	50.66	9.07	90
Document Control Specialist	39	43	41.01	68.73	12.30	122
Document Control Admin	26	29	27.73	46.47	8.32	83
Construction Assistant	24	26	24.96	41.84	7.49	74
CAD Manager	56	62	59.39	99.55	17.82	177
Senior CAD Technician	43	47	44.95	75.34	13.48	134
CAD Technician	36	40	37.73	63.24	11.32	112
Business Manager	56	61	58.52	98.09	17.56	174
Senior Admin	36	40	37.70	63.19	11.31	112
Office Admin	31	34	32.24	54.04	9.67	96
Office Assistant	26	28	27.04	45.32	8.11	80
Subs billed at cost plus 5%.						
Reimbursables billed at actual costs.						
Mileage billed at the current approved IRS mileage rate.						

Exhibit B DBE Participation Plan

This project has a DBE goal of 11%. KPG will meet this goal by utilizing the DBE certified subconsultant listed below. The scope and budget for Final design will meet the overall project DBE Goal of 11% and commits to the following DBE goals:

- HWA GeoSciences, Inc.
 - o Cert# D5F0024692
 - o Total Budget \$81,081
 - o DBE Commitment \$64,000
 - o Scope of Work: Geotechnical Engineering
- Aqua Terra Cultural Resource Consultants (Sub to Widener & Associates)
 - o Cert# D2F002310
 - o Total Budget \$8,968.98
 - o DBE Commitment \$8,500
 - o Scope of Work: Cultural Resources
- Osborn Consulting, Inc.
 - o Cert# D2F0019030
 - o Total Budget \$84,578.26
 - o DBE Commitment \$84,000
 - o Scope of Work: Stream Channel and Culvert Design

Total commitment to DBE for Design: \$156,500.

DBE Goal 11% = \$156,116

KPG Staff responsibility for reporting:

- Georgeanne Smith
- Admin Department Manager
- Georgeanne@kpg.com

Agreement Number KPG #18158

City of Sumner

166th Avenue East Widening and Signalization Project



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 20, 2021

KPG, P.S.
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Susan Rowe:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 167.61%. This rate will be applicable to Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

COST ESTIMATE FOR GEOTECHNICAL SERVICES
166th Avenue East Improvements
Sumner, Washington

2021-P132-21
Date: 4-Oct-2021

Prepared for: KPG
Prepared By: JTW/DJH

PROPOSED SCOPE:
See Attached Scope of Work

ESTIMATED HWA LABOR TASK:

WORK TASK DESCRIPTION	PERSONNEL AND 2021 HOURLY RATES											TOTAL HOURS	TOTAL AMOUNT
	Principal IX	Principal IX	Geotechnical Engr. VII	Geotechnical Engr. VII	Geotechnical Engr. IV	Geologist V	Geologist VI	Geologist II	Admin Support	Contracts Admin	CAD		
	Boitrum	Sugar	Huling	Hawkins	Westergreen	Kapise	Thurber	Benson	Strand	Babko	Fry		
	\$275.65	\$275.65	\$220.43	\$213.08	\$138.49	\$127.85	\$126.52	\$80.82	\$77.71	\$114.62	\$85.58		
Project Setup													
Project Setup					1					2		3	\$368
Attend Project Kickoff Meeting			2		2							4	\$718
Collect and Review Available Geotechnical Data					4			4				8	\$877
Phase 1 Geotechnical Exploration Program													
Perform a Site Reconnaissance					5			5				10	\$1,097
Plan Geotechnical Field Exploration Program			1		4			4				9	\$1,098
Conduct Utility Locates					4			6				10	\$1,039
Generate Geotechnical Exploration Work Plan Memo			2		6			6			2	16	\$1,928
Conduct Geotechnical Explorations (Assume 3 Days)					6			30				36	\$3,256
Generate Boring Logs and Assign Laboratory Testing					4			6				10	\$1,039
Conduct Groundwater Monitoring								12				12	\$970
Non Hazardous IDW Disposal						2		6				8	\$741
Phase 2 Explorations - PITs													
Plan Field Exploration Program			0.5		4			4				8.5	\$987
Conduct Utility Locates					2			4				6	\$600
Generate Geotechnical Exploration Work Plan Memo			1		4			4			2	11	\$1,269
Conduct Infiltration Testing					2		4	14				20	\$1,915
Generate PIT Logs and Assign Laboratory Testing					2		2	4				8	\$853
Geotechnical Engineering Design Services													
Evaluate Field and Laboratory Data			2		4	2						8	\$1,251
Develop Geologic Profiles					2		4	4			6	16	\$1,620
Generate AASHTO Seismic Design Parameters			1		4							5	\$774
Evaluate Liquefaction Potential					8							9	\$1,328
Pavement Design and Subgrade Preparation				6	2							8	\$1,555
Culvert Foundation Design Recommendations			2		6							8	\$1,272
Develop Concept Level Retaining Wall Recommendations			1		6						4	11	\$1,394
Conduct Luminaire and RRFB Foundation Design			1		3							4	\$636
Develop Stormwater Infiltration Recommendations			2		6		4					12	\$1,778
Provide Compressible Soils Mitigation Options			4		8							12	\$1,990
HWA QA/QC	1	2	6			2						11	\$2,405
Project Coordination Meetings (Assume 6 Meetings)			6		6	2						14	\$2,409
Prepare Draft Geotechnical Engineering Report		1	6	2	8	6		6	1		4	34	\$4,804
HWA Project Management													
Invoice Generation and Processing			2		8					10		20	\$2,695
Geotechnical Task Management			4		10							14	\$2,267
TOTAL LABOR:	1	3	44.5	8	131	14	14	119	1	12	18	365.5	\$46,931

GEOTECHNICAL LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Grain Size Distribution	12	\$100	\$1,200
Combined Sieve & Hydrometer Analysis	4	\$240	\$960
Natural Moisture Content	20	\$20	\$400
Consolidation with Secondary	2	\$1,000	\$2,000
Atterberg Limits (plasticity index)	4	\$185	\$740
LABORATORY TOTAL:			\$5,300

ENVIRONMENTAL LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost*	Total Cost
NWTPH-Dx - soil only	2	\$75	\$150
NWTPH Gx w/BTEX - soil only	2	\$75	\$150
RCRA Metals - soil only	2	\$120	\$240
TCLP - soil only	1	\$110	\$110
LAB TOTAL:			\$650

* Analysis will be performed at standard turnaround time (7 days). Expedited turnaround will incur

ESTIMATED OTHER COSTS

Mileage / Misc.	\$600
Private Utility Locator	\$500
Phase 1 Drilling Subcontractor	\$16,500
Phase 1 Traffic Control (up to 2 days)	\$3,000
IDW Drum Removal	\$1,500
Phase 2 Test Pit Subcontractor with Water Truck	\$5,000
Water Quality Lab Testing	\$500
Groundwater Transducer Rental	\$600
Geotechnical Laboratory Testing	\$5,300
Environmental Laboratory Testing	\$650
TOTAL OTHER COST:	\$34,150

ESTIMATED PROJECT TOTALS

Labor Costs	\$46,931
Other Costs	\$34,150
TOTAL ESTIMATED COST:	\$81,081

HWA GEOSCIENCES INC.

2021 HOURLY AND BILLING RATES

EMPLOYEE	TITLE	HOURLY RATE	Overhead 1.639	Fixed Fee 30.00%	Billing Rate
Anna Ataman	Administrative Support	\$23.50	\$38.52	\$7.05	\$69.07
Melanie Strand	Administrative Support	\$26.44	\$43.34	\$7.93	\$77.71
Catherine Fry	CAD	\$29.12	\$47.73	\$8.74	\$85.58
Brian Menz	CAD	\$38.00	\$62.28	\$11.40	\$111.68
Vasiliy Babko	Contracts Administrator	\$39.00	\$63.92	\$11.70	\$114.62
Charlie Parks	Geologist I	\$25.00	\$40.98	\$7.50	\$73.48
Isaac Wiken	Geologist I	\$25.00	\$40.98	\$7.50	\$73.48
Richard Mueller	Geologist I	\$25.11	\$41.16	\$7.53	\$73.80
Cierra Wilson	Geologist I	\$27.50	\$45.07	\$8.25	\$80.82
Sierra Sirmans	Geologist I	\$27.00	\$44.25	\$8.10	\$79.35
Mary Alice Benson	Geologist II	\$27.50	\$45.07	\$8.25	\$80.82
Ryan Winchell	Geologist II	\$28.00	\$45.89	\$8.40	\$82.29
Christian Bourgeois	Geologist II	\$31.25	\$51.22	\$9.38	\$91.84
Vincent Oskierko	Geologist III	\$33.00	\$54.09	\$9.90	\$96.99
Seth Pemble	Geologist III	\$36.20	\$59.33	\$10.86	\$106.39
Greg Krankurs	Geologist III	\$36.20	\$59.33	\$10.86	\$106.39
Nicole Kapise	Geologist V	\$43.50	\$71.30	\$13.05	\$127.85
Bret Salazar	Geologist V	\$42.40	\$69.49	\$12.72	\$124.61
Brad Thurber	Geologist VI	\$43.05	\$70.56	\$12.92	\$126.52
Steve Greene	Geologist VIII	\$72.20	\$118.34	\$21.66	\$212.20
Ahmed Mahmood	Geotechnical Engineer I	\$33.50	\$54.91	\$10.05	\$98.46
Lucas Cressler	Geotechnical Engineer I	\$33.51	\$54.92	\$10.05	\$98.49
Amanda Ong	Geotechnical Engineer II	\$37.00	\$60.64	\$11.10	\$108.74
Shane Miller	Geotechnical Engineer III	\$40.00	\$65.56	\$12.00	\$117.56
Sean Schlitt	Geotechnical Engineer IV	\$48.08	\$78.80	\$14.42	\$141.31
Joseph Westergreen	Geotechnical Engineer IV	\$47.12	\$77.23	\$14.14	\$138.49
Ali Sirjani	Geotechnical Engineer IV	\$49.50	\$81.13	\$14.85	\$145.48
Dila Saidin	Geotechnical Engineer V	\$53.00	\$86.87	\$15.90	\$155.77
Sandy Brodahl	Geotechnical Engineer V	\$57.70	\$94.57	\$17.31	\$169.58
Michael Place	Geotechnical Engineer VI	\$69.00	\$113.09	\$20.70	\$202.79
Bryan Hawkins	Geotechnical Engineer VII	\$72.50	\$118.83	\$21.75	\$213.08
JoLyn Gillie	Geotechnical Engineer VII	\$75.00	\$122.93	\$22.50	\$220.43
Donald Huling	Geotechnical Engineer VII	\$75.00	\$122.93	\$22.50	\$220.43
Norm Nielsen	Hydrogeologist VI	\$40.00	\$65.56	\$12.00	\$117.56
Jessica Delight	Lab/Field Technician I	\$20.00	\$32.78	\$6.00	\$58.78
David MacKay	Lab/Field Technician I	\$20.50	\$33.60	\$6.15	\$60.25
Alex Hodges	Lab/Field Technician II	\$22.00	\$36.06	\$6.60	\$64.66
Noel White	Lab/Field Technician II	\$27.00	\$44.25	\$8.10	\$79.35
Greg Barker	Lab/Field Technician III	\$31.00	\$50.81	\$9.30	\$91.11
Kristin Nolan	Lab/Field Technician IV	\$36.00	\$59.00	\$10.80	\$105.80
Arnie Sugar	Principal IX	\$83.31	\$136.55	\$24.99	\$244.85
Sa Hong	Principal IX	\$93.79	*	\$153.72	\$275.65
Ralph Boirum	Principal IX	\$93.79	*	\$153.72	\$275.65

Notes: * Represents Capped Billing Rate

September 9, 2021

HWA GeoSciences, Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 163.90% of direct labor (rate includes 0.22% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Thomas W. Maxwell, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;



ERIK K. JONSON
Contract Services Manager

EKJ:ah



COMMONSTREET

CONSULTING

Date August 23, 2021
To Terry Wright, P.E., KPG
From Hutch Goodman, Commonstreet Consulting, LLC
Re Scope and Fee Proposal: 166th Avenue E/SR410 Interchange Project – Acquisitions Only

SCOPE OF SERVICES - SUMMARY

Thank you for the opportunity to provide acquisition services for the City on this important interchange project for the region! Commonstreet Consulting's Team will provide acquisition and negotiations services for (3) larger parcels, inclusive of (4) tax parcels, associated with the 166th Ave E/SR410 Interchange Project. The scope and fee proposal provided herein is inclusive of the following parcels:

- *Tax ID:* 0520203003; 3008 *Owner Name:* STRAWBERRY CREEK WEST LLC *Location:* NE Corner
- *Tax ID:* 0520194029 *Owner Name:* REESE RONALD C & SUE E *Location:* NW Corner
- *Tax ID:* 0520301030 *Owner Name:* BAXTER MORRIS R & VICTORIA METAL *Location:* SW Corner

It is assumed that all (3) acquisitions are non complex, will amount to less than \$25,000 each, and therefore valuations can be provided via Administrative Offer Summary (AOS) reports. Fee takings and temporary construction easements are assumed for all (3) acquisitions and it is further assumed that Commonstreet will receive preliminary title reports from the City and clear title for fee takings, as needed. The project is assumed to have federal funding and therefore require WSDOT Right of Way Certification.

SCOPE OF SERVICES - DETAIL

Project Management

- Attend kick off meeting with the City to obtain further project background and discuss design impacts and communications approaches for each property/business owner and tour each project site.
- Lead regular acquisition status meetings, provide verbal and written status reporting.
- Coordinate with design team, project team, public outreach teams in settlement and mitigation strategies.
- Provide oversight into State and Federal compliance issues and requirements.

Valuation Services

- Complete Administrative Offer Summaries (AOS's) based on WSDOT and Uniform Act requirements.
- Perform market data research, improvements valuations, for (3) affected acquisitions.
- Integrate valuation findings into final valuation determinations and offer packages for City review/approval.

Title Review and Offer Package Preparations

- Review preliminary title reports (provided by City), prepare Title Clearance Memorandum indicating recommended course of action for clearing encumbrances.
- Research owners of record, prepare acquisition files according to WSDOT, City and Uniform Act standards.
- Prepare offer packages, conveyance documents, notices and all other documentation associated with the negotiations process.

Negotiations/Settlement Justifications

- Contact property owners and tenants impacted by City's acquisition, present offer packages.

- Negotiation settlement terms, perform property research, counter offer justifications and other data to reach settlement.
- Prepare Administrative Justification Settlement Memorandums, per City, WSDOT and Uniform Act requirements.
- Facilitate execution of all conveyance documents, prepare City payment vouchers and coordinate with City on owner settlement payments.

WSDOT Certification Oversight/Project Close Out

- Prepare all acquisition files for WSDOT Local Area Coordinator (LAC) Review.
- Coordinate with WSDOT LAC on certification issues and concerns that arise, as needed.
- Provide City with final, closed out, acquisition files, both digital and hard copies.

Assumptions

- Title clearance to be performed by City.
- Preliminary title reports, right of way plans and right of way legal descriptions to be provided by City.
- City will facilitate payment of claims to affected property owners.
- All valuations are assumed to less than \$25,000. If above, scope and fee proposal is subject to revision to account for appraisal and appraisal review costs, per Uniform Act Requirements.
- Enclosed Scope and Fee Proposal is based on design assumptions understood at the time of this submittal

SCOPE AND FEE SCHEDULE					
Project Management	Project Manager @ \$185.18/hour @ 50 hours			\$9,259	
Valuation Services (3 Parcels)	Agent @ \$111.56/hour @ 32 hours			\$3,570	
Title Review/Offer Package Preparations (3 Parcels)	Sr. Project Control Specialist @ \$178.49/hour @ 12 hours			\$2,142	
Negotiations/Settlement Justifications (3 Parcels)	Agent @ \$111.56/hour @ 105 hours			\$11,714	
WSDOT Certification Oversight/Project Close Out	Project Manager @ \$185.18/hour @ 8 hours			\$1,481	
Sub Total				\$28,166	
Direct Reimbursables					
	Travel (Mileage):	224	Miles	\$0.560	\$125
	Postage	6	\$7.50	\$45.00	\$45
	Direct Reimbursable Subtotal:				\$170
Grand Total				\$28,337	



KPG - 166th Avenue East Widening and Signalization/City of Sumner

Classifications	ANTE Raw Hourly Rate	93.11% ANTE ICR	30% ANTE Profit %	ANTE Actual Billing Rate
Principal/Senior Advisor	\$ 100.00	\$ 93.11	\$ 30.00	\$ 223.11
Senior Project Manager	\$ 100.00	\$ 93.11	\$ 30.00	\$ 223.11
Project Manager	\$ 83.00	\$ 77.28	\$ 24.90	\$ 185.18
Senior Right of Way Agent	\$ 77.17	\$ 71.85	\$ 23.15	\$ 172.17
Right of Way Agent	\$ 50.00	\$ 46.56	\$ 15.00	\$ 111.56
Senior Project Control Specialist	\$ 80.00	\$ 74.49	\$ 24.00	\$ 178.49
Project Control Specialist	\$ 50.00	\$ 46.56	\$ 15.00	\$ 111.56

Current Consulting Staff

Employee	Classification	Raw Hourly Rate	93.11% ICR	30% Profit %	Actual Billing Rate
Brad Thomas	Principal/Senior Advisor	\$ 100.00	\$ 93.11	\$ 30.00	\$ 223.11
Chris LaBonte	Senior Project Manager	\$ 69.72	\$ 64.92	\$ 20.92	\$ 155.55
De Ressa	Senior Right of Way Agent	\$ 63.10	\$ 58.75	\$ 18.93	\$ 140.78
Megan Burlingame	Right of Way Agent	\$ 38.47	\$ 35.82	\$ 11.54	\$ 85.83
Bri Lubanovici	Senior Project Control Specialist	\$ 38.47	\$ 35.82	\$ 11.54	\$ 85.83

* capped at ANTE table maximum

Rate Table Basis: WSDOT Approved ICR 93.11% and 30% profit



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 16, 2021

Commonstreet Consulting, LLC
100 S. King Street, Ste 100
Seattle, WA 98104

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Tami Judge:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 93.11% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

ENVIRONMENTAL DOCUMENTATION AND PERMIT COORDINATION
166th Ave Improvements Project
Widener & Associates Tasks

Widener and Associates, under a subconsultant agreement with KPG Inc., will assist the City of Sumner in the preparation of environmental documentation and permitting of the project by providing the following services:

1.1 Design Assistance and Early Agency Coordination

Early input into the formation of project alternatives will be provided to ensure each alternative includes provisions to minimize impacts to the surrounding environment. This coordination within the various design elements of the project will identify and incorporate minimization measures early in the alternative development phase of the project and will ensure that an appropriate range of alternatives are developed prior to the agency coordination.

The Consultant, with assistance from Widener and Associates, will assist the City in presenting the alternatives to both the state and federal permitting agencies to identify the regulatory issues associated with each alternative. Potential minimization measures for each alternative will also be identified during the coordination with agency representatives. All permitting issues and the recommended permitting process for the preferred alternative will be documented in the project TS&L report.

It is assumed that this effort will be accomplished with the graphics and design drawings required to complete the TS&L and to conduct the open houses and that no other special presentation materials are required.

Deliverable(s):

- The Consultant's permitting specialist will prepare meeting minutes and memoranda documenting the coordination activities with state and federal agencies, as required.

1.2 Section 106 Report (Cultural and Historic Resources)

This work would include the preparation of the Section 106 report in accordance with the State Historic Preservation Office standards and guidelines. The work will include the following subtasks.

1. Pertinent literature on the archaeology, ethnography, and history of the project area will be reviewed to determine the existence of archaeological sites and to refine the probability of archaeological resources and traditional cultural places in the project areas.
2. The Consultant will maintain contact with the local tribes for any information on historic Indian use of the project area.
3. A systematic field reconnaissance will be conducted to identify previously recorded and/or unrecorded archaeological sites for the proposed project where ground-disturbing activities are expected to take place. Field reconnaissance will consist of the traverse of

pedestrian transects at varying intervals, depending on terrain throughout the proposed project area. Shovel probes (digging a hole with a shovel) will be excavated, as deep as feasible, and in areas expected to have a high probability for cultural resources. Shovel probes will be augmented through auger probes to explore the deepest possible deposits. Shovel probes will be screened in highly probable areas and in soil matrixes too dense to identify small chipping debris.

4. All new sites will be mapped, photographed, and recorded on Washington State Archeological Inventory forms and submitted to the state Office of Archeological and Historic Preservation (OAHP) for Smithsonian numbers. Every effort will be made to include Tribal cultural resources personnel in assisting the field effort. Rights-of-entry will be provided by the City.

Deliverable(s):

- A draft Section 106 Report will be prepared to describe cultural resources identified in the project area to meet state and federal standards for reporting as outlined in the guidelines provided by the OAHP. The report will include summary background information appropriate to a cultural resources assessment of the project area, including environment, previous cultural resources studies, ethnography/ethno history, and history. A discussion of agency and Tribal consultation, methodology, the results of the investigation, and a map of located archaeological sites will be provided. Recommendations will also be extended to any cultural resources that may be significant. Monitoring of construction excavation recommendations may also be included. The historic structures inventory form and/or archaeological site inventory form will be attached to the report as an appendix.
- A revised draft Section 106 report incorporating City comments.
- A final Section 106 report incorporating WSDOT comments.

1.3 Noise Study

The purpose of the Traffic Noise Report is to evaluate traffic noise levels at sensitive receptors near the project that would be potentially affected by traffic noise and to identify potential mitigation measures. The Traffic Noise Report will be developed in accordance with the Washington State Department of Transportation's Environmental Procedures Manual.

1. Sound Level Measurements:
After review of the proposed project alternatives the Consultant shall visit the project area to identify potentially sensitive noise receivers and to take measurements of existing sound levels. The Consultant will measure existing noise levels during the peak hours to be used in calibrating the noise model. Measurements will be undertaken in accordance with WSDOT and FHWA guidelines and will be made with a Type 1 sound level meter. During these measurements, sources of existing noise and topographical features will be noted and traffic speeds and vehicle numbers and mix will be noted.
2. Construction Noise Impact Evaluation:
The noise analysis will evaluate potential short-term impacts of noise from construction activities. Construction noise on nearby sensitive receptors will be evaluated based on estimates published by the U.S. Environmental Protection Agency (EPA) of maximum noise levels of typical construction equipment in conjunction with simple distance attenuation. Computer modeling of construction noise levels will not be performed.

3. **Traffic Noise Impact Evaluation:**
The Consultant will evaluate traffic noise impacts using the FHWA Traffic Noise Model (TNM) to estimate future traffic noise levels for the worst-case build alternative. The worst-case scenario will be selected from among the build alternatives, and will be chosen based on expected future traffic volumes and the location of the alignment relative to sensitive receivers. The noise modeling will predict PM peak-hour Leq noise levels from traffic at a maximum of fifteen (15) receptor locations that could be affected by the proposed project and will consider existing conditions and design year conditions. Modeling to calculate noise contour lines is not included.
4. **Mitigation Analysis:**
The Consultant will identify mitigation measures to reduce noise levels during construction. If predicted long-term traffic noise levels from operation of the project would cause noise impacts, mitigation measures will be developed in cooperation with the lead agency and design engineers. Mitigation analysis, if required, will include evaluation of the effectiveness and general size and location of natural and man-made noise barriers using the TNM model.

Deliverable(s):

- A draft Traffic Noise Analysis Report for review by County with accompanying draft special provisions if required.
- A draft Traffic Noise Analysis Report, incorporating the County's comments, for submittal to FHWA/WSDOT.
- A revised final Traffic Noise Analysis Report, incorporating comments by FHWA/WSDOT, for submittal for approval.

1.4 Biological Assessment (BA)

A BA will be prepared for the preferred alternative in accordance with WSDOT guidelines. The following subtasks will be undertaken in preparation of the project BA.

1. Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNR. This information will be reviewed, and a consultation strategy will be developed.
2. Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.
3. Conduct a field reconnaissance to investigate on-site habitat conditions.
4. Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.
5. Prepare a draft BA addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.
6. Provide the draft BA to the City for review and approval.

7. Revise the BA, as appropriate, and submit the final BA to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.
8. Concurrent with Endangered Species Act (ESA) consultation, the Consultant will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the Consultant will provide NOAA Fisheries with the BA and a cover letter requesting the initiation of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.
9. If NOAA Fisheries responds with advisory EFH conservation recommendations, the Consultant will coordinate with the City and FHWA to jointly discuss the recommendations.
10. Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

Deliverable(s):

- A draft BA for review by City with accompanying draft special provisions if required.
- A draft BA, incorporating the City's comments, for submittal to FHWA/WSDOT.
- A revised draft BA, incorporating comments by FHWA/WSDOT, for submittal to NOAA Fisheries and USFWS.
- A final BA that incorporates NOAA Fisheries and USFWS comments.

1.5 Environmental Justice Survey

Services required to complete an environmental justice (EJ) analysis includes the following main components:

1. Collecting demographic data for the project area using local data sources and the US Census Data.
2. Identifying any environmental justice populations in the area (minority or low-income populations).
3. Review public outreach activities to ensure potential EJ populations are offered an opportunity to participate in project planning and decision-making.
4. Identifying any potential disproportionate effects to EJ populations from project activities and identifying how impacts could not be avoided or minimized and what mitigation measures could be implemented.

Deliverable(s):

- The draft EJ documentation will be provided.
- The final EJ documentation will be provided incorporating City comments.
- The final EJ documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

1.6 Updated Wetland Delineation

1. The purpose of the updated wetland report is to identify jurisdictional wetland within the project corridor and provide mitigation if necessary.
2. The Consultant shall redevelop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the

Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Wetlands Research, Technical Report Y-87-1, January 1987.

3. The Consultant shall delineate wetlands within 200 feet of the project area.
4. The Consultant shall update the comprehensive report that includes detailed wetland maps, documentation of survey methods, results, potential impacts from project actions, and recommendations for wetland protection and mitigation.
5. The report also shall contain appropriate forms for wetland identification, delineation and function assessment required by the Army Corps of Engineers (USACE). The information in this report is intended for use in compliance with Section 404 of the Clean Water Act.
6. The final report and associated documents shall be in a format acceptable to the USACE.
7. Delineated wetland boundaries shall be identified on the ground with flagging. The delineated wetland boundaries shall be mapped with accuracy acceptable to the USACE.

Deliverable(s):

- A draft Wetland Delineation Report for review by City with accompanying draft special provisions if required.
- A draft Wetland Delineation Report, incorporating the City's comments, for submittal to USACE.
- A revised draft Wetland Delineation Report, incorporating comments by USACE, for submittal for approval.

1.7 Hazardous Materials Memo

A Hazardous Materials Memo will be prepared to evaluate the presence, or likely presence, of potential hazardous substances within the physical limits of the project that would have an effect on the overcrossing project. Sites with potential for environmental issues/impacts include those that indicate current or past uses as service stations, battery shops, dry cleaners, chemical storage, or manufacturing facilities; sites with fuel or chemical storage tanks or drums present or those with strong pungent or noxious odors. The scope of services for this study will include;

1. A review of the results of a federal, state, and local environmental database search provided by an outside environmental data service for listings of known or suspected environmental problems at the sites or nearby properties within the search distances specified by WSDOT.
2. A review of historical aerial photographs, fire insurance maps, city directories, chain-of-title reports, and tax assessor records, as available and appropriate, to identify past development history on the parcels relative to the possible use, generation, storage, release, or disposal of hazardous substances. An attempt to identify uses of the sites from the present to the time that records show no apparent development of the site, or to 1940, whichever is earlier.
3. Conduct a visual reconnaissance of the parcels and adjacent properties to identify visible evidence of potential sources of contamination.
4. A letter report that will summarize the results of this study. The letter report will briefly discuss the project activities and include a table ranking the parcels (low, moderate, high) by their potential for contamination from either on-site or off-site sources. A draft letter

report will be provided for review and comment. Upon receiving comments, the letter will be modified as appropriate and made final.

Deliverable(s):

- A draft Hazmat Memo will be provided.
- A draft of the Hazmat Memo will be provided incorporating City comments.
- The final Hazmat Memo will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

1.8 NEPA CE

Services will be provided to prepare the NEPA CE form by reviewing technical reports related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT and FHWA.

Deliverable(s):

- A draft of the NEPA CE will be provided.
- The final NEPA CE documentation will be provided incorporating City comments.
- The final NEPA CE documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

1.9 Hydraulic Design Memorandum

A hydraulic memo will be prepared to inform the design of the stream channel. The study will follow the *WSDOT Hydraulics Manual* and address the following issues:

1. Restoration of the original stream characteristics.
2. Ability to pass the design flood.
3. Effects on adjacent property.
4. Effects on the channel and embankment upstream and downstream from the channel changes.
5. Identification of bank protection, grade control, and stream bed characteristics.
6. Assumptions and Exclusions
7. Adequate flow data is available to support the report.
8. Field survey and data collection to determine stream flow are excluded.

Deliverable(s):

- Draft and final hydraulic design memorandum

1.10 Stream Relocation and Riparian Mitigation Plan

The Consultant will prepare a riparian mitigation plan for the enhancements and repair of the sites within the project limits. We will complete the plan according to the requirements of the US Army Corps of Engineers (USACE) and the City of Sumner.

To complete the plan, the Consultant will:

1. Collect on-site data and information about the boundaries of the existing riparian areas.
2. Analyze groundwater data to identify the hydroperiod and determine the final grading elevation of the riparian area.
3. Develop the conceptual planting plan for the mitigation area.

4. Consultant will prepare a draft of the mitigation plan that includes a narrative describing the proposed mitigation and monitoring and including accompanying draft special provisions (if required), a vicinity map, a plan view and/or detail maps of the proposed mitigation, and other informational maps as required by the permitting agencies. The plan will be provided for City review, revised according to City comments and submitted to the reviewing agencies.

Assumptions and Exclusions:

City comments on the mitigation plan will be minor in extent and editorial in nature.

Deliverable(s):

- The draft mitigation plan for City review with accompanying draft special provisions if required.
- The final mitigation plan, incorporating the City's comments, for submittal to City planning.

1.11 Permitting

Widener will coordinate, assemble, and facilitate all necessary environmental permits to a standard acceptable by the permitting agencies for both the project and geotechnical drilling.

Coordination to obtain permits include:

1. 404 Permit
2. 401 Certification
3. Hydraulic Project Approval
4. Critical Areas Permit

Application to be submitted:

1. JARPA
2. City Critical Areas Permit
3. HPA APP

Deliverable(s):

- Permit application shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant Widener shall also provide a draft transmittal letter for submittal of the application by the City.
- Draft application, including supporting information, shall be submitted to the City for review and comment.
- Revised permit application shall be provided to the City for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination to obtain the permit.

1.12 SEPA

The Consultant shall complete appropriate SEPA documentation including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). The Consultant will coordinate with the City to address comments on the SEPA Checklist and provide support for the SEPA process.

Deliverable(s):

- SEPA Checklist

Exhibit A						
Project Name	166th Ave Improvements					
Client	KPG - Terry Wright					
Location	City of Sumner	Date				6/23/2021
	Project Manager	Senior Biologist	Project Biologist			
	Hours	Hours	Hours			
1.1 Design Assistance and Early Agency Coordination	40	60	16			
1.2 Section 106 Report						
APE Approval	8	24	24			
Draft	4		8			
Final	4		8			
1.3 Noise Study						
Draft	24		80			
Final	8		24			
1.4 Biological Assessment						
Draft	40		230			
Final	4		20			
WSDOT Review	16		40			
1.5 Environmental Justice						
Draft	16		60			
Final	8		12			
1.6 Updated Wetland Delineation						
Draft	8		60			
Final	2		40			
1.7 Hazardous Materials Memo						
Draft	16		40			
Final	4		16			
1.8 NEPA CE						
Draft	8		16			
Final	4		4			
1.9 Hydraulic Design Memo						
Draft	16	24	50			
Final	4	16	16			
1.10 Stream Relocation & Riparian Mitigation Plan						
Draft	16		40			
Final	8		16			
1.11 Permitting						
1.11a Permit Coordination						
404 Permit	10	20	12			
401 Certification	4	16	4			
HPA	4	28	12			
Critical Areas Permit	4	12	24			
1.11b Permit Applications						
JARPA						
Draft	10	20	40			
Final	4	16	20			
Critical Areas	2	8	16			
HPA APP	2	8	12			
1.12 SEPA Checklist						
Draft	4	5	24			
Final	4	5	8			
Total hours	306	262	992			
Summary	Hours	DSC	Overhead 110%	Fixed Fee 30%	All Inclusive Hourly Billing Rate	Total Cost
Project Manager	306	\$71.00	\$78.10	\$21.30	\$170.40	\$52,142.40
Senior Biologist	262	\$50.00	\$55.00	\$15.00	\$120.00	\$31,440.00
Project Biologist	992	\$35.00	\$38.50	\$10.50	\$84.00	\$83,328.00
Expenses						
Mileage						\$2,500.00
Cultural Resources Report (DBE #D2F6522310)						\$8,968.98
Total Labor						\$166,910.40
TOTAL ESTIMATED COST						\$178,379.40

Environmental On-Call Services

2021-2022 Rates

Cowling & Company LLC

DBA Widener & Associates

	Direct Labor Rate NTE*	Overhead 110% NTE	Fee 30%NTE	All Inclusive Hourly Billing Rate NTE
Job Classifications				
Project Manager	\$71.00	\$78.10	\$21.30	\$170.40
Senior Project Specialist/Biologist	\$55.00	\$60.50	\$16.50	\$132.00
Project Specialist/Biologist	\$35.00	\$38.50	\$10.50	\$84.00
Administrative Staff	\$25.00	\$27.50	\$7.50	\$60.00

* Not To Exceed Rate

March 4, 2019

Jordan Widener, President
Cowling & Co., LLC
1902 120th PL SE
Everett, WA 98028-8400

- Re: Cowling & Co., LLC
Safe Harbor Indirect Cost Rate

Dear Ms. Widener:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Cowling & Co., LLC. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Cowling & Co. The Safe Harbor rate is effective on March 1, 2019.

Cowling & Co. has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to March 4, 2022. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,



Schatzie Harvey
Agreement Compliance ~~Audit~~ Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Cowling & Co. L.L.C.

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO
- An accounting system which separates indirect costs and direct costs
- An accounting system which separates allowable and unallowable cost
- A compliant job cost system which is general ledger driven
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures
- A strong written internal control policy with a policy and procedures manual

*Signature: Jordan Widener

*Name of Certifying Official (Print): Jordan Widener

*Title: President

Date of Certification (mm/dd/yyyy): 11/30/2018

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

Scope of Work

**Cultural Resource Assessment for the
166th Ave E. & SR 410 Improvement Project
Sumner, Pierce County, WA.**

Prepared for-
Jordan Widener
City of Sumner
jordancw@widener-enviro.com

Prepared by-
Aqua Terra Cultural Resource Consultants
8525 Stoney Creek Lane SW
Olympia, WA 98512
P: 360.359.6701
www.AquaTerraCRC.com

September 20, 2021



Cultural Resource Assessment for the 166th Ave E. & SR 410 Improvement Project Sumner, Pierce County, WA.

SCOPE OF WORK

The City of Sumner is preparing to install two roundabouts. One at the intersection of 64th St E and 166th Ave E and the second at the intersection of 166th Ave E and the WB SR 410 on and off ramps. The project will alleviate heavy congestion and related safety concerns while maintaining access to local businesses and improving travel time. Utility work and roadway construction is expected to have a max depth of excavation of 6 feet. The proposed improvements will affect approximately 3.5 acres and will be located in Sections 30 of Township 20N Range 5E.

Previous impacts occurred north of 64th E with another City project that is relocating Salmon Creek. Currently Salmon Creek runs in a ditch on the west side of 166th Ave E roadway. This project (to the west of 166th Ave E) created a new stream channel (50 feet west of the existing ditch/stream) and is working to relocate the stream.

Background research indicates that one previous cultural resource survey has been completed adjacent to the proposed project, and no cultural resources were identified. The project is within a “Very High Risk” environmental resource area according to the Department of Archaeology and Historic Preservation (DAHP) predictive model. The proposed project is being completed with federal and state funding and is permitted by WSDOT, on public and private lands.

Relevant Washington State laws address archeological sites and Native American burials. The Archaeological Sites and Resources Act [RCW 27.53] prohibits disturbance of known prehistoric and historic archaeological sites on public or private lands. The Indian Graves and Records Act [RCW 27.44] prohibits disturbance of American Indian graves and provides that inadvertent disturbance through construction or other activity requires re-interment under supervision of the appropriate Indian tribe. ATCRC will assist Lochner with complying with these various state and federal legal requirements by identifying the presence of historic resources within the Area of Potential Effect (APE) through completion of the following tasks-

Task 1: Background Research

ATCRC will conduct background research at appropriate repositories, such as DAHP, affected tribal cultural resource departments, university libraries, local history museums, and informants and use sources appropriate to the task, such as public records, private manuscript collections, online General Land Office records, published (secondary) sources, Sanborn fire insurance maps, and other relevant repositories. The objective of the research should be to develop a full understanding of the historical context, land use patterns, and previously identified sites within the APE. The client will provide ATCRC with a detailed written description of the project area, including relevant documentation (maps, plan sheets, photos, etc.). ATCRC will provide the client with justification for revising/amending the APE, if warranted (based on field survey and/or background research).

Assumptions:

- One contiguous APE memorandum will be established for the project, for dissemination to WSDOT for review and approval, and then submittal to the consulting parties.
- The APE will be limited to all parcels adjacent to project elements.

Task 2: Cultural Resources Survey

The cultural resources survey will be completed by ATCRC archaeologists using standard, industry-accepted methods appropriate to the project area and landform. All survey activities will comply with the DAHP Survey

and Inventory Standards (www.dahp.wa.gov). Any recovered artifacts will be documented and photographed in the field and returned to the survey location, unless negotiated under another agreement.

Any newly identified cultural resources identified within the project area must be fully documented on a Washington State Archaeological Site, Isolate or Historic Property Inventory Form and include a written description of the site and its setting, sketch maps, USGS quadrant maps, and photographs. Any structures older than 50 years must be recorded on historic property inventory forms.

Assumptions:

- Up to four shovel-tests will be completed within the direct horizontal/vertical limit area of the proposed new construction areas. ATCRC will backfill all shovel test probe locations.
- Up to one (1) historic property inventory form will be completed or updated for the 1930 building adjacent to the direct impacts.
- One ca 1942 quarry (active) is within the proposed APE, WSDOT/DAHP may require an HPI for this resource, under “Historic Mining Properties”, but it is unknown at this time. If required, an amendment to add an additional historic structure will be requested.
- No further cultural resources will be encountered. A separate cost estimate or amendment will be prepared for the client in the case that the field survey results in the identification of an archaeological site, isolate or unpredicted historic property.
- The client will have all utilities on-site clearly identified prior to initiation of any fieldwork activity.
- If the project horizontal/vertical limits are changed during periods of work performance, the APE will be revised and hours associated with revisions or additional survey will be covered under a contract amendment.

Task 3: Draft/Final Report

ATCRC will prepare a single draft cultural resource assessment report of their findings that includes relevant supporting evidence for the findings and adheres to the DAHP Survey and Inventory Standards. The report will provide context on pertinent land use customs and beliefs, identify sites within the project area, discuss methods used to survey the project area, and include recommendations on the eligibility of the site(s) and the likelihood of construction impacts.

Upon receipt of comment from the client, ATCRC will revise and finalize the report to address specific concerns or suggested modifications. The final summary report will be suitable for submission to the lead federal agency, DAHP, affected tribes, other agencies and concerned parties.

Task 4: Project Management

ATCRC will coordinate with the client to receive project materials, prepare invoicing and transmit correspondence. ATCRC will maintain project files to include necessary supporting materials as required. The Project Manager (Sarah Amell) will monitor project task performance, schedule, budget, and approve project expenses. The Project Manager will ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Assumptions:

- The ATCRC Project Manager will be available for regular phone calls and emails with the client to facilitate completion of the assignment, as necessary.

Project Materials

The client will supply or facilitate ATCRC acquisition of the following items needed for this project-

- Preliminary and revised plan maps showing the location and extent of the project;

- Any additional descriptive information and design drawings that show the extent/depth of trenching, grading, excavation or other ground disturbance associated with the project; and
- The results of any geotechnical boring or subsurface testing that may assist in development of a land use/land formation history.
- Contact information or documented permission from property owners to access the survey area.

Deliverables

The draft report deliverable PDF will be submitted to the client via email for review and comment. ATCRC will incorporate any comments received from the review and finalize the report before final submission to the client and dissemination to WSDOT. ATCRC will incorporate all WSDOT requested revisions and arrive to a final draft, uploaded to Wisaard, for WSDOT submittal to DAHP and the Tribes. ATCRC will provide a final report deliverable PDF to the client via email and upload the final report to DAHP.

Schedule

ATCRC staff will initiate project work when notice-to-proceed (NTP) confirmation and a signed agreement are received via email from the client. The project schedule may be modified to meet the client's permitting needs, upon advance agreement.

Cost Estimate.

EXHIBIT G-1

Aqua Terra Cultural Resource Consultants

CONSULTANT FEE DETERMINATION

SUMMARY OF COST

Sumner 410 Interchange Project

Classification	Total Hours	X	Rate	=	Cost
Project Manager	16.00	X	\$60.14	=	\$962.24
Principal Investigator	30.00	X	\$40.00	=	\$1,200.00
Historic Preservation Spec	12.00	X	\$40.00	=	\$480.00
Project Arch	36.00	X	\$29.00	=	\$1,044.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00

DSC Subtotal \$3,686.24

Overhead (OH) Cost

OH Rate x DSC of 110.00% \$3,686.24 \$4,054.86

Fee

Rate 30.00% \$3,686.24 \$1,105.87

Total Labor Cost \$8,846.98

Reimbursables

Mileage	(200 Miles x \$0.56/mile)	\$112.00
Reprographics	(## Sheets x \$X.xx/sheet)	
Subcontract	(Sub Name & Task)	
(Blank)	(Allowance)	
(Blank)	(Blank)	
(Blank)	(Blank)	
Subtotal		<u>\$122.00</u>

GRAND TOTAL:	\$8,968.98
---------------------	-------------------

Date 10/7/21

Company Name:	Aqua Terra Cultural Resource Consultants
Address:	8525 Stoney Creek Lane SW
City/ State/ Zip	Olympia, WA 98512

Proposed ICR	Proposed Fee
1.1	0.3

Subject: Proposed Hourly Rate Statement

Attention: Manager, Consultant Services Office

Below are the highest anticipated hourly billing rates for the identified labor classifications.

Aqua Terra Cultural Resource Consultants certifies they have an accounting system that contains separate accounts or sub-accounts for unallowable costs in accordance with FAR (48 CFR Part 31), and the capacity to track direct costs that are allocable directly to projects.

Aqua Terra Cultural Resource Consultants also certifies they have a labor- charging/ time keeping system that is complete and sufficiently detailed to allow for a proper determination of direct and indirect labor costs.

Labor Classification	Labor Rate	Indirect Cost Rate	Fee	NTE Rate	Add Row
Project Manager	\$60.14	\$66.15	\$18.04	\$144.34	Delete Row
Principal Investigator	\$40.00	\$44.00	\$12.00	\$96.00	
Project Archaeologist	\$29.00	\$31.90	\$8.70	\$69.60	
Cultural Resource Specialist 1	\$21.00	\$23.10	\$6.30	\$50.40	
Cultural Resource Specialist 2	\$23.00	\$25.30	\$6.90	\$55.20	
Historic Preservation Specialist	\$40.00	\$44.00	\$12.00	\$96.00	
Cultural Resource Technician 1	\$17.00	\$18.70	\$5.10	\$40.80	
Cultural Resource Technician 2	\$20.00	\$22.00	\$6.00	\$48.00	
Senior Archaeologist	\$35.00	\$38.50	\$10.50	\$84.00	

Respectfully,

Signature

Sarah Amell
Digitally signed by Sarah Amell
Date: 2020.10.05 10:32:09 -07'00'

Title

--

October 2, 2020

Sarah Amell, Principal
Aqua Terra Cultural Resource Consultants
8525 Stoney Creek Lane SW
Olympia, WA 98512-2150

Re: Aqua Terra Cultural Resource Consultants
Safe Harbor Indirect Cost Rate Extension

Dear Ms. Amell:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Aqua Terra Cultural Resource Consultants in October 2014. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Aqua Terra Cultural Resource Consultants opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

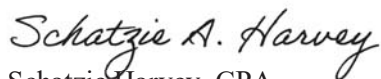
Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Aqua Terra Cultural Resource Consultants.

Aqua Terra Cultural Resource Consultants agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2022. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,



Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

City of Sumner

166th Ave E Improvement Project

Scope of Services – Stream Channel and Culvert Design

Introduction

The overall scope of services for this project, located at the intersection of 166th Avenue E and 64th Street E, is to prepare planning, design, right-of-Way, and construction engineering services for the widening of 166th Avenue East and the signalization of the 166th Avenue East and SR 410 westbound ramp intersection. The project includes road widening, utility improvements, replacement of an existing culvert with a “fish passable” culvert, project environmental mitigation, and coordination with WSDOT. This is a multiple team discipline effort subconsultant to KPG Consultants. Subconsultant will lead the design of the fish passable culvert replacement and associated stream channel.

The project is phased, and Subconsultant will complete the design that can be used to advance the design and support permit acquisition by other team members. KPG will lead final design, plans and specifications for the new culvert and stream channel and permit acquisition. Below is a detailed description of Subconsultants scope of services.

Scope of Services

The Scope of Services required is divided into the five tasks listed below and are described in detail in the subsequent sections.

Task 1	Task Management and Coordination
Task 2	Culvert/Stream Design Analysis
Task 3	Culvert/Stream Concept Design
Task 4	Permit Support
Task 5	60% & 90% Construction Document Review

General Project Assumptions:

1. The City will organize/schedule and facilitate all project meetings including any coordination with permitting agencies.
2. The City will provide right of entry as needed.
3. KPG will provide 1' or 2' topographic survey including the upstream and downstream reaches of Salmon Creek, stream thalweg and ordinary high water, utility information (including potholing) to use as a base for developing design and evaluate the study area.
4. Project hydrology (flow rate estimates) will be based upon information developed from the “Culvert Hydraulics and Scour Assessment” (West, 2017) and supplemental information provided by West in 2021.
5. Under a prior phase, a reference reach analysis was conducted, and culvert width determination was made. It is assumed that the width will not change.
6. This scope assumes that the new creek alignment is through the round-a-about as shown on Exhibit A; minor alignment variation may occur during design.

7. KPG will be responsible for future intersection layout and grades (roadway profiles).
8. Subconsultant is not responsible for the structural design of all structures including culvert and wing-walls as well as their foundation. Other team members designated by KPG and/or the City will be responsible for structural design. These designated other team members will also indicate if a four-sided box culvert is recommended over a three-sided structure (supported by piles or foundation).

Task 1 – Task Management and Coordination

This task includes coordination with the design team and City as well as task management including preparation of invoice and status reports. The level of effort assumes one site visit with the team and up to three teleconferences.

Task 1 Assumptions

- Tasks 1-3 Work to be complete by February 2022.
- Tasks 4 and 5 Work to be completed Dec 2022.

Task 2 - Culvert/Stream Design Analysis

Based on prior tasks activities, Subconsultant will conduct the following design support analysis to be included in a Pre-design Report:

- Update the HEC-RAS hydraulic model based on the new concept design layout (See Exhibit A). Flows will be based on prior hydrology from the 2017 West assessment and a 2021 supplement. Analyses will be based upon downstream tailwater conditions from the 2017 West assessment. Simulations for the new concept will be done for the fish passage design flow, 2-year, 10-year, 25-year and 100-year. The hydraulic model will be developed to be consistent with the channel/stream concept design.
 - o A range of Manning's roughness values will be simulated to assess the varied potential roughness that may occur with wood recruitment. This will set a low end and high end for roughness. This approach is consistent with what the Muckleshoot Tribe has been requested on recent projects.
- Design Streambed Design/Scour Analysis – The updated hydraulic model and channel concept design layout will be used to perform scour calculations and prepare a stream bed material/gradation/depth design.
 - o Scour calculations performed will include
 - Contraction scour
 - Clear-water and live-bed methodology provided in United States (US) Federal Highway Administration (FHWA) Hydraulic Engineering Circular (HEC) 18: *Evaluating Scour at Bridges*

- Abutment scour
 - NCHRP methodology provided in HEC 18
- Bend scour
 - Methodology provided in the Thorne equation
- Long-term aggradation and degradation
 - Methodology provided in HEC 20: *Stream Stability at Highway Structures*
 - Calculations to assume no upstream sediment source.
- o Streambed material gradation will be determined using the Modified Critical Shear Stress Approach.
- Complete a debris loading assessment (for avoiding required freeboard) memorandum. This memorandum would precede the pre-design report described below, and eventually become an attachment to it. The assessment will document the nature of the tributary basin, potential wood recruitment, flow and stream pattern, and qualitatively assess the potential for debris loading as it relates to the new culvert configuration. A draft of the memorandum will be provided to WDFW for review and comment prior to the submission of the Culvert/Stream Channel Pre-design Report. It is assumed KPG will provide a qualitative assessment of the potential impacts of raising 166th Avenue E and 64th Street E, if needed, to support the City of Sumner's request to be released of the freeboard requirement.
- Complete Large Woody Materials (LWM) Calculations. Subconsultant will calculate the sizing and quantity of LWM to meet Fox/Bolton wood volume metrics.
- Complete a Culvert Foundation Assessment. The culvert is assumed to be a precast concrete 3-sided box due to the minimum available freeboard. Subconsultant will coordinate with KPG or other structural design team members to incorporate recommendations for foundation.
- Prepare culvert design standards. Subconsultant will work with KPG/City of Sumner to identify appropriate design standards and design criteria for the culvert. Subconsultant will prepare a table of culvert design standards applicable to the design, including references to any standard drawings, standard details, and standard design values preferred by the City of Sumner. Input on the design structural standards will be provided by other team members.
- Complete a Culvert/Stream Channel Pre-design Report. The report will document the above stream/channel analyses, basis for design as well as incorporate the concept design drawings from Task 3. A draft report will be prepared for KPG and the City of Sumner's concurrent review. One (1) meeting will be held to review the KPG and the City of Sumner's comments. A final report will be prepared that addresses the comments. This report can be used as supporting information for subsequent design and permit development by others.

Task 2 Assumptions

- KPG will provide a qualitative assessment of the potential impacts of raising the 166th Avenue E and 64th Street E. Estimate during scoping is that KPG will look at raising the road up to 2-ft.
- The culvert will be a precast concrete 3-sided box, with concrete foundation support designed by others.
- KPG will complete geotechnical report that assesses roadway crossing and includes recommendations for soil foundations such that other team members can assess culvert foundation support and type of footing (4-sided box, spread footing, piles, etc.)
- KPG will provide input on land corridor alignment for the stream and location of the culverts.
- KPG will provide topographic survey compatible for AutoCAD civil3d surface representing the existing conditions and as described under the general project assumptions.
- Although the work completed as part of this task will inform permitting applications, permit support provided by Subconsultant is not included in task 2. Permitting support is included in Task 4 of this scope of services.
- Evaluation of potential flow increases are not included in these evaluations. It is assumed that potential flow increased due to the culvert(s) replaced is not expected to be large and will not be investigated.
- Pre-design report will include documentation and analyses limited to the scope items listed.
- One site visit will be performed by Subconsultant to collect data on geomorphic conditions of the stream and culvert.
- Existing pebble count data is not available.
- Any cost estimates will be developed by other team members.

Task 2 Deliverables

- Draft Debris Loading Assessment memorandum for WDFW review (with Final Debris Loading Assessment incorporating WDFW comments to be incorporated into pre-design report).
- Draft Pre-design Report
- Final Pre-design Report
- HEC-RAS model files – Final

Task 3 - Culvert/Stream Concept Design

This task includes preparation of concept drawings for the stream and culvert replacement. The following concept drawings will be prepared:

- Plan including culvert and conceptual layout of upstream and downstream wingwalls
- Profile showing stream bottom, culvert, and connection to upstream/downstream channel
- Conceptual temporary stream diversion plan
- Typical stream channel and culvert sections (wingwall sections not included)
- LWM concept details

Plan and profile will be laid out using Civil3D with contours. Channel sections will include stream bed design. Culvert sections will show foundation design schematically using input from other team members (i.e., culvert foundation design).

Task 3 Assumptions

- KPG will provide land availability constraints (e.g., ROW and acquisition areas) and culvert alignment through intersection.
- Culvert opening width assumed to be 19.8 feet based upon prior reference reach analysis.
- Culvert thickness and foundation design by others.
- Any cost estimates will be developed by other team members.
- Meeting the Fox/Bolton LWM target for pieces of wood should be achievable. Meeting the volume target within the project limits is not likely feasible due to the limited amount of open channel length within the project reach (assumes no LWM will be placed within the structures).

Task 3 Deliverables

- Draft and Final concept drawings listed above (PDF and native).

Task 4- Permit Support

Under this phase KPG, and its subconsultant are leading the permit development and agency coordination. Subconsultant will support this task as needed. As the effort to support permits is uncertain, this task is set up as an allowance task not to exceed \$6,000. Should KPG request a level of effort requiring additional funds, it should be negotiated as extra services. The types of activities under this task include:

- Attending agency/tribal meetings.
- Responding to information request from others in support of permits/agency coordination.
- Development of special figures/exhibits requested in support of permits.
- Reviewing draft permit applications.

Task 4 Assumptions

The effort will be limited to \$6,000, without prior written authorization from KPG.

Task 4 Deliverables

- To be Determined

Task 5- 60% & 90% Construction Document Review

Under this task, Subconsultant will review the KPG plans and specifications for both the 60% and 90% submittals. Subconsultant will:

- Review the plans and specifications for consistency with Subconsultant prior efforts on this project. The review will be limited to the stream aspects of the design.
- Structural components and culvert foundations will not be reviewed. The work does not include review of cost estimates.

- Will prepare one round of written comments for the 60% review and attend one meeting to discuss the comments.
- Prepare one round of written comments for the 90% review and attend one meeting to discuss the comments.

Task 5 Assumptions

- Subconsultant will provide review comments based on its own engineering judgement and experience.
- Subconsultant is not stamping any plans or specifications.

Task 5 Deliverables

- Written review comments for 60% Plans and Specifications.
- Written review comments for 90% Plans and Specifications.
- Attendance at two video conference meetings.

Task	Sub Task ID	Task	Osborn Consulting					Task Estimated Cost	Total Est. Hours	% of Total Contract Value	Rounded Estimated Cost
			Principal	Project Engineer II	Project Engineer I	Design Tech III (CADD)	Administration II				
			\$ 230.34	\$ 167.52	\$ 148.76	\$ 152.56	\$ 107.90	1			
1		Task Management and Coordination									
	1.1	Task Management									
		Monthly Status Reports (15) and Invoicing	8	16			16				
	1.2	Coordination									
		Coordination with KPG (bi-weekly until 2/22, then monthly to 12/22)	10	20	10						
		Coordination with City of Sumner (3 x 1 hr meetings, + prep)	3	6							
	1.3	Site Visit									
		Existing Data Review		4	4						
		Site Visit (includes gas, field materials, and transportation time)		12	12			300			
		SUBTOTAL	21	58	26	0	16	\$ 300.00	\$ 20,447.46	121	\$ 20,450
2		Culvert / Stream Design Analysis									
	2.1	Update HEC-RAS Model (4 hrs QC)		20	40						
	2.2	Design Streambed Design / Scour Analysis									
		Streambed calcs (1 hr QC)		2	4						
		Scour calcs (2 hrs QC)		4	8						
	2.3	Complete a debris loading assesment memorandum (2 hrs QC)	2	8	12						
	2.4	Complete Large Woody Material Calculations (2 hrs QC)	2	8	12						
	2.5	Complete a Culvert Foundation Assessment	2	4							
	2.6	Prepare culvert design standards (2 hrs QC)	2	8							
	2.7	Complete a Culvert / Stream Channel Pre-design Report									
		Draft (6 hrs QC + 2 hrs coordination)	8	16	32						
		Pre-design Report comment review meeting.	2	2							
		Final (4 hrs QC)	4	8	16						
		Coordinate Design Drawings with KPG, including markups to their sheets.	2	8	8						
		SUBTOTAL	24	88	132	0	0	\$ -	\$ 39,906.24	244	\$ 39,910
3		Culvert / Stream Concept Design									
	3.1	Culvert plan and wingwall layout (2 hrs QC)	2	6		8					
	3.2	Stream Profile (2 hrs QC)	2	6		8					
	3.3	Temporary stream diversion plan (2 hrs QC)	2	6		6					
	3.4	Typical stream channel and culvert sections (2 hrs QC)	2	6		8					
	3.5	LWM concept details (2 hrs QC)	2	8		10					
		SUBTOTAL	10	32	0	40	0	\$ -	\$ 13,766.44	82	\$ 13,770
4		Permit Support									
	4.1	Attend agency / tribal meetings	2	8				30			
	4.2	Repond to information request from others	2	8							
	4.3	Development of special figures / exhibits	2	7							
	4.4	Reviewing draft permit aplications		4							
		SUBTOTAL	6	27	0	0	0	\$ 30.00	\$ 5,935.08	63	\$ 5,940
5		60% & 90% Construction Document Review									
	5.1	Review 30% KPG Plans and Specifications	2	4							
	5.2	Review 60% KPG Plans and Specifications	4	8							
	5.3	Attend two video conference meetings	2	4							
		SUBTOTAL	8	16	0	0	0	\$ -	\$ 4,523.04	24	\$ 4,530
		TOTAL ESTIMATE FOR ALL TASKS (hrs)	69	221	158	40	16	\$ 330.00	504	534	hours
		TOTAL ESTIMATE FOR ALL TASKS (\$)	\$ 15,893	\$ 37,022	\$ 23,504	\$ 6,102	\$ 1,726	\$ 330	\$ 84,578.26	84,578	fee est.
										Fee	Hours
										Osborn Consulting Labor Estimate	\$ 84,248.26
										Expenses	\$ 330.00
										TOTAL ESTIMATE	\$ 84,578.26

Actuals Not To Exceed Table (ANTE)

City of Sumner: 166th Ave E Salmon Creek Culvert Replacement

Osborn Consulting, Inc.
1800 112th Avenue NE, Suite 220E
Bellevue, WA 98004

Job Classifications	Direct Labor Rate NTE	Overhead NTE	Profit Percent NTE	All Inclusive Hourly Billing Rate NTE
		169.14%	30.00%	
Principal	\$77.00	\$130.24	\$23.10	\$230.34
Senior Associate	\$80.50	\$136.16	\$24.15	\$240.81
Senior Engineer	\$67.75	\$114.60	\$20.33	\$202.68
Project Engineer II	\$56.00	\$94.72	\$16.80	\$167.52
Project Engineer I	\$49.73	\$84.11	\$14.92	\$148.76
Senior Landscape Architect	\$47.00	\$79.50	\$14.10	\$140.60
Design Engineer	\$40.43	\$68.38	\$12.13	\$120.93
Senior Engineering Technician	\$64.53	\$109.15	\$19.36	\$193.04
Design Technician III	\$51.00	\$86.26	\$15.30	\$152.56
Design Technician II	\$38.50	\$65.12	\$11.55	\$115.17
Design Technician I	\$31.61	\$53.47	\$9.48	\$94.56
Senior Project Accountant	\$52.50	\$88.80	\$15.75	\$157.05
Administration II	\$36.07	\$61.01	\$10.82	\$107.90
Administration I	\$24.72	\$41.81	\$7.42	\$73.95

As of 6/1/2021



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

April 30, 2021

Osborn Consulting, Inc.
1800 112th Avenue NE, Suite 220-E
Bellevue, WA 98004

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Afsoun Mehrabkhani:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 169.14% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

July 28, 2021

Terry Wright
KPG
2502 Jefferson Ave
Tacoma, WA 98402

Re: City of Sumner 166th/SR-410 Roundabout
Scope of Work and Fee Proposal

Dear Terry:

Thank you for giving us the opportunity to provide structural engineering and related services for the above referenced project. We have prepared this fee proposal for review.

Scope of Work:

Our work will consist of plans, specifications, and engineering (PS&E) of:

- a) Approximately 7-ft x 20-ft concrete box culvert going from southeast to northwest of the roundabout. Sections within the roundabout would have light penetrating surfaces.
- b) Up to 10-ft tall retaining wall northeast of the roundabout
- c) Sidewalk improvement under the SR-410 overpass. The sidewalk would include a retaining wall in the berm of the east abutment embankment.

Product

Bright Engineering will provide the following:

- a) Design, calculations, and PS&E for 10 to 12 AutoCAD drawings.

Submittal and Schedule

We anticipate four to five submittals – 30%, 60%, 90%, 100% and bid documents.

Fee

We estimate a fee of \$68,302.00.

Please give me a call if you have any questions.

Sincerely,



Ade J. Bright, P.E. S.E.

Client: KPG

Date: July 28, 2021

Attn: Terry Wright

Address: 2502 Jefferson Ave

Tacoma, WA 98402

Project: City of Sumner 166th/SR410 Roundabout

Location: Sumner, WA

ESTIMATE OF LABOR AND EXPENSE

Labor					
Labor Descriptions	Project Engineer	Structural Engineer	CADD	Document Processing	Total
a. PS&E for Box Culvert	8	48	40		96
b. PS&E for Retaining Wall	16	80	76		172
c. PS&E for Sidewalk Modification	8	72	48		128
Total Labor Hours	32	200	164		396
Billing Rate	\$243.00	\$223.50	\$96.50		
Labor Subtotals	\$7,776.00	\$44,700.00	\$15,826.00		\$ 68,302.00
Total Labor Amount					\$ 68,302.00

Expenses					
In-House Expenses	Unit	Unit Cost	Qty	Direct Cost	Totals
Mileage	Miles	\$0.58			\$ -
Submittal Vellum Plots	Sheet	\$8.00			\$ -
Photocopies	Sheet	\$0.10			\$ -
Check Prints	Sheet	\$1.00			\$ -
Total In-House Expense					\$ -

Total Estimate of Labor & Expense	\$ 68,302.00
--	---------------------

BRIGHT ENGINEERING, INC.				
2021 RATES				
Job Classifications	Direct Rate	Overhead NTE	Fee	All-Inclusive Rate
		183.62%	21%	
Principal	\$ 80.00	\$ 146.90	\$ 96.10	\$ 243.00
Senior Structural Engineer	\$ 73.50	\$ 134.96	\$ 88.54	\$ 223.50
Engineer	\$ 38.50	\$ 70.69	\$ 46.31	\$ 117.00
Admin/CADD	\$ 31.50	\$ 57.84	\$ 38.66	\$ 96.50



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www.wsdot.wa.gov

December 30, 2020

Bright Engineering, Inc.
1809 7th Avenue #1100
Seattle, WA 98101

Subject: Acceptance FYE 2019 ICR – Audit Office Review

Dear Ade Bright:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2019 Indirect Cost Rate (ICR) of 183.62% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

SR410 AT 166TH AVENUE EAST IMPROVEMENTS

KITTELSON & ASSOCIATES, INC. SCOPE OF WORK

SUBCONSULTANT RESPONSIBILITIES

Task 1 Project Management and Project Coordination

Task 1.1 – Project Administrative Services

- Provide management of the subconsultant team and coordination with KPG project manager.
- Develop standardized invoice and progress report formats. Subconsultant will prepare up to eighteen (18) monthly invoices and progress reports. Monthly progress reports will address progress of work; problems encountered that may affect the schedule, budget, or work products; and anticipated work items, and review activities for the following month.

Deliverables

- Monthly invoices and Project Status Reports

Task 1.3 – Design Coordination Meetings with City Staff

- Prepare for and participate in a Design Phase project kick-off meeting to be held virtually.
- Prepare for and participate in up to four (4) virtual project meetings with KPG and WSDOT to coordinate design approvals. It is assumed that a coordination meeting will be held with WSDOT upon the completion of review for each submittal.
- Prepare for and participate in up to twelve (12) project team meetings to be held virtually.

Deliverables

- Notes from meetings to be included in the meeting summary developed by KPG (Word)

Task 4 WSDOT Coordination

Task 4.3 – Design Document Package

Subconsultant shall develop the Design Documentation Package (DDP) documents for approval including the Design Approval (30% milestone) and Project Development Approval (90% milestone) memorandum and the DDP supporting documents. Documents will be prepared according to Sections 300.03, 300.04(1) and 300.04(3) of the WSDOT Design Manual M 22-01.19.

Kittelson responsibility under this task includes the following:

- Develop lane geometry at intersections.
- Conduct a site visit to inventory the existing conditions and verify the survey and as-builts.
- Develop preliminary striping layout of proposed improvements for KPG, City and WSDOT review and

approval.

- Develop conceptual traffic control staging approach for the construction associated with the intersection reconstruction at the study intersections.
- Prepare Plans for Approval (PFA) according to WSDOT Olympic Region PFA Checklist (Roadway profiles provided by KPG).
- Design Documentation follow the WSDOT Design Manual Chapter 300 guidelines for Design Approval and Project Development Approval.

KPG responsibilities under this task include the following:

- Develop alignments and profiles for SR410 westbound ramps, 166th Avenue E, and 64th Street E using Roundabout Design Approval layouts as starting point.
- Generate the preliminary model to determine grading limits and slope impacts
- Coordinate stormwater facility location and design with Agency staff

Assumptions

- DDP Supporting documents listed in Chapter 300 of the WSDOT Design Manual will be prepared under separate tasks by KPG.

Deliverables

- Design Approval memorandum at 30% milestone (PDF)
- Project Development Approval memorandum at 90% milestone (PDF)
- Plan for Approval drawings (Full size 22"x34" Mylar and PDF)
- Completed Olympic Region Plans for Approval Checklist (PDF)

Task 15 Construction Staging and Traffic Control

Task 15.1 – 30% Traffic Control and Staging

Subconsultant will develop construction staging and traffic control plans for the 30% design milestone. The 30% design level of detail will include general detail of sequencing and staging and show how traffic will be maintained through the stages of construction, but not include individual traffic control device specification and placement. Traffic control plans prepared by subconsultant will be included in the full project design documents package prepared by KPG. Plans will be prepared per the WSDOT Plans Preparation Manual.

Subconsultant will prepare traffic control plans and details. It is assumed that no long-term closures will be allowed and traffic control and staging will be prepared for construction under traffic. For estimating purposes it is assumed the project will be constructed in four (4) stages with up to two (2) phases per stage.

- Develop up to ten (10) traffic control plan, cross section and detail sheets at a 1" = 20' scale for the construction of the roadway improvements per WSDOT Plans Preparation Manual (M 22-31.08, Sept. 2020) and WSDOT Standard Plans.

Task 15.2 – Final Design: Traffic Control and Staging

Subconsultant will develop traffic control construction documents including plans, specifications and estimates for the 60%, 90% and 100% Final design milestone. Traffic control plans prepared by subconsultant

will be included in the full project design documents package prepared by KPG. Plans will be prepared per the WSDOT Plans Preparation Manual.

Subconsultant will prepare traffic control plans and details. It is assumed that no long-term closures will be allowed and traffic control and staging will be prepared for construction under traffic. For estimating purposes it is assumed the project will be constructed in four (4) stages with up to two (2) phases per stage.

- Develop up to forty (40) traffic control plan, cross section, and detail sheets at a 1" = 20' scale for the construction of the roadway improvements per WSDOT Plans Preparation Manual (M 22-31.08, Sept. 2020) and WSDOT Standard Plans.

Deliverables

- All submittals will consist of 11x17 compiled plan sets as noted below with PDFs of the plan set. The 100% Final design milestone also includes full-size stamped and signed final plans.

Task 15.3 – Construction Specifications

Subconsultant will prepare the technical specifications for construction staging and traffic control following the 2018 WSDOT/APWA format.

Assumptions

- City will provide City-specific special provisions to the project team.
- KPG will assemble all construction specifications and be responsible for overall delivery to the City and WSDOT.

Deliverables

- Construction specifications for construction staging and traffic control in Word formats at the 90% and 100% Final submittal stages.

Task 15.4 – Construction Estimates

Subconsultant will provide detailed quantities and unit pricing for construction staging and traffic control for the 30%, 60%, 90%, and 100% Final submittals using recent local area unit bid prices.

Assumptions

- Unit pricing will be based on available historical WSDOT bid pricing and City provided contractor bid tabs for projects of a similar nature.

Deliverables

- Bid item quantity and unit pricing in Excel.

Task 15.5 – Quality Assurance / Quality Control

Subconsultant will provide quality assurance/quality control (QA/QC) at each stage of project development for design work prepared by subconsultant in accordance with Subconsultant's QA/QC standards.

Subconsultant will provide senior-level design personnel to review plan submittals and provide technical support.

Review comments will be generated in Bluebeam Revu, with responses from the design team and confirmation of resolution from the quality control manager.

Deliverables

- Upon request, QA/QC reviews will be submitted in PDF format for each deliverable.

Task 15.6 – Roundabout Peer Review

Subconsultant will review and provide comments on the construction plans prepared by KPG with respect to roundabout geometric design, profile alignment, cross sections, and details development to ensure consistency with previously completed project documentation, WSDOT standards, and national guidance such as NCHRP Report 672 and NCHRP Report 834.

Deliverables

- Geometric design review comments (Excel, PDF markup)

Project Budget Form

Project Name: Sumner WA 164th St SE - AMD1
 Project Manager: DXH
 KAI Project Number: 26831
 Date: Aug 06, 2021

LABOR ESTIMATE - Sumner WA 164th St SE - AMD1

Task	Notes	Staff	Rodegerdts, Lee	Steyn, Hermanus	Hippenstiel, Darren	Farnsworth, Chelsea	Cullimore, Brad	Jensen, Zachri	Theus, Carrie	SUBTASK/ TASK HOURS	SUBTASK/ TASK COST
			LAR	HJS	DXH	CLF	BSC	MZJ	CGT		
001	Project Management and Coordination										
	1.1 Project Administrative Services		4		27					31	\$6,919
	1.3 Design Coordination Meetings with City Staff				16	16				32	\$5,622
										0	\$0
										0	\$0
	Reimbursable Expense										\$0
	Task #001 - Subtotal		4	0	43	16	0	0	0	63	\$12,542
004	WSDOT Coordination										
	4.3 Design Document Package		6	4	16	70	80			176	\$24,226
										0	\$0
										0	\$0
	Reimbursable Expense										\$274
	Task #004 - Subtotal		6	4	16	70	80	0	0	176	\$24,500
015	Final Design (PS&E)										
	15.1 30% Construction Staging and Traffic Control			8	20	60	60			148	\$21,221
	15.2 Final Design: Construction Staging and Traffic Control			16	60	260	320			656	\$88,091
	15.3 Construction Specifications				6	16				22	\$3,390
	15.4 Construction Estimate				4	8				12	\$1,918
	15.5 Quality Assurance / Quality Control		2	16						18	\$4,633
	15.6 Roundabout Peer Review		2	8		12				22	\$4,078
										0	\$0
	Reimbursable Expense										\$0
	Task #015 - Subtotal		4	48	90	356	380	0	0	878	\$123,332
TOTAL HOURS			14	52	149	442	460	0	0	0	
LABOR RATE			\$223.20	\$261.66	\$223.20	\$128.20	\$116.19	\$128.20	\$107.40		
LABOR COST			\$3,125	\$13,606	\$33,257	\$56,664	\$53,447	\$0	\$0		
										TOTAL HOURS	TOTAL LABOR
										1,117	\$160,100

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES
\$274
TOTAL KAI FEES
\$160,373
TOTAL SUB FEES
\$0
TOTAL PROJECT BUDGET
\$160,373

City of Sumner
Sumner WA 166th Ave Rbts Final Design Rate Schedule
As of July 2021

Classification	Hourly Rate	Overhead @ 203.54%	FCCM@ 0.19%	Profit @ 10%	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$78.32	\$159.41	\$0.15	\$23.77	\$261.66
Principal Engineer/Planner	\$66.81	\$135.98	\$0.13	\$20.28	\$223.20
Associate Engineer/Planner	\$57.46	\$116.95	\$0.11	\$17.44	\$191.95
Senior Engineer/Planner	\$46.93	\$95.52	\$0.09	\$14.24	\$156.78
Engineer/Planner	\$38.37	\$78.11	\$0.07	\$11.65	\$128.20
Transportation Analyst	\$32.15	\$65.43	\$0.06	\$9.76	\$107.40
Technician I	\$29.11	\$59.26	\$0.06	\$8.84	\$97.27
Technician II	\$34.78	\$70.79	\$0.07	\$10.56	\$116.19
Senior Technician	\$39.91	\$81.22	\$0.08	\$12.11	\$133.32
Associate Technician	\$47.80	\$97.29	\$0.09	\$14.51	\$159.68
Office Support	\$20.07	\$40.86	\$0.04	\$6.09	\$67.06
Software Technician	\$24.35	\$49.56	\$0.05	\$7.39	\$81.35
Data Analyst / Software Technician	\$35.74	\$72.75	\$0.07	\$10.85	\$119.40
Data Scientist/Developer	\$46.26	\$94.16	\$0.09	\$14.04	\$154.55
Senior Data Scientist/Developer	\$60.10	\$122.33	\$0.11	\$18.24	\$200.78

* Average classification rates by category are shown above. Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.



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Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 6, 2021

Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, FL 32801

Subject: Acceptance FYE 2020 ICR – Cognizant Review

Dear Janet Lennon:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 203.73% of direct labor (rate includes 0.19% Facilities Capital Cost of Money) based on the “Cognizant Review” from the Florida Department of Transportation. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

Aug 9, 2021

EKJ:mya

SUBJECT: Pierce County for Specialized Recreation Services Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Contract for Specialized Rec Services

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Pierce County provides programs and services for youth and adults with disabilities living in Pierce County. These programs include leadership, life skills, and sports programming. Getting to these programs and services in west Pierce County is often time-consuming and a burden for those living in east Pierce County. Pierce County is partnering with communities in east Pierce County to better serve and meet the needs of our residents with disabilities by having them available closer to home.

Pierce County was awarded a Community Development Block Grant to pay for this program in 2022. Future costs for the City of Sumner will be \$8.00 (50% of cost) per qualified participant hour with a maximum annual contribution of \$5,000, effective in 2023.

The term of the agreement shall expire December 31, 2023, with an auto-renewal until December 31, 2030. Either party may terminate the agreement with a 120 days notice.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee
--

MEETING/STUDY SESSION DATE: 9/22/2021

COMMITTEE RECOMMENDATION: do-pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor to enter into an agreement between the City of Sumner and Pierce County related to Specialized Recreation Services in a form as approved by the City Attorney.

**AGREEMENT BETWEEN PIERCE COUNTY, WASHINGTON AND
THE CITY OF SUMNER
REGARDING PROGRAMMING FOR SPECIALIZED RECREATION SERVICES**

This Agreement (“AGREEMENT”) is entered into this 18th day of October, 2021 by and between PIERCE COUNTY, a municipal corporation and political subdivision of the State of Washington (hereinafter the “Pierce County”) and the City of Sumner, a Washington Municipal Corporation (hereinafter the “City”), and collectively the “Parties”, in consideration of the mutual covenants contained and agreements herein. The Parties hereby recite and agree as follows:

WHEREAS, the City is interested in meeting the needs of its youth and adult residents with disabilities through specialized recreation programs and services; and

WHEREAS, the City has determined that a countywide approach is the best means of meeting the specialized recreation needs of its citizens with disabilities and Pierce County has facilities, programs and staffing that can facilitate and accommodate those needs; and

WHEREAS, Pierce County provides programs and services for persons with disabilities living in Pierce County (recreational, leadership, life skills, and sports programming for persons with disabilities) which it would like to expand and enhance into the City’s corporate limits; and

WHEREAS, Pierce County has the trained staff, equipment and transportation options to deliver such programs and services to the City’s residents; and

WHEREAS, the City would like to contract with Pierce County to provide specialized recreation programs and services to the citizens of Sumner.

NOW, THEREFORE, for and in consideration of the mutual promises and compensation set forth herein, the sufficiency of which is acknowledged by both Parties, the Parties agree as follows:

I. SERVICES BY COUNTY

- A. Pierce County agrees to provide and perform programs and services to youth and adult residents with disabilities through a variety of specialized programs and services (“Specialized Rec Programs”) and to work collaboratively with the City for Specialized Recreation Services as provided in this Agreement. Pierce County will give City residents the same registration priority and rate structure as that given to residents with disabilities and other qualified participants within Pierce County’s unincorporated area for Specialized Recreation Programs.
- B. All services and all duties incidental or necessary thereto shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.
- C. Pierce County agrees to provide a single point of contact for service coordination and marketing information for services that will be hosted at a City-provided location.
- D. Pierce County will provide a variety of Specialized Rec Programs intended to meet the diverse needs of persons with developmental and cognitive disabilities in both inclusive and specialized settings.

- E. Pierce County will manage registration for all programming and provide data on participant residency to the City on a quarterly basis.
- F. Pierce County will organize a Consortium for Specialized Recreation Services made up of the eighteen cities and towns in the Pierce County Consortium of Cities and Towns (DuPont, Carbonado, Edgewood, Gig Harbor, Puyallup, South Prairie, Buckley, Fife, Milton, Roy, Sumner, Wilkeson, University Place, Eatonville, Fircrest, Orting, Ruston, and Steilacoom), Park Districts, and the City of Lakewood.
- G. Pierce County will convene joint program operations consultation (advisory) meetings with Consortium members no less than three (3) times a year and prior to the next new Specialized Rec Program commencement date.
- H. Pierce County agrees to develop, implement, maintain and support a steering committee that includes representatives from Consortium municipalities twice a year. The intent is to create a collaborative coalition of leadership level stakeholder interests who can meet on a regular basis to discuss issues related to implementation of the Specialized Rec Programs as well as participate in shaping future versions of the Specialized Rec Programs.

II. SERVICES BY CITY

- A. The City may offer a location for programming to ensure access for its local residents. The City and County will jointly determine program locations (90) days in advance for program planning and promotion. If a City park or facility becomes unavailable, the City will provide an alternative location for the scheduled program. The City will specify a contact person at the park or facility to coordinate the use of the park or facility and provide necessary site supervision and access.
- B. The City will promote Specialized Rec Program opportunities to its residents in addition to Pierce County's promotions of the program.

III. COMPENSATION

- A. The City will pay Pierce County program costs for participation hours of qualified residents in Specialized Rec Programs at a per participant per hour rate, as set forth in Attachment A. A "qualified resident" is a person who resides within the boundaries of the City. Residency will be determined by comparing the participant's registration address to the Pierce County Assessor-Treasurer Database.
- B. Pierce County will issue invoices to the City for the Specialized Rec Programs provided to qualified residents on a quarterly basis. Invoices will include supporting documents and an itemization of the qualified resident's name, residency and the hours the resident participated in the Specialized Rec Programs for the invoice period. Pierce County will provide an itemization of income, expenses and cost per participant per hour to the City at least twice a year. In no event will the City's total annual payments to Pierce County exceed the payment ceiling specified in Attachment A regardless of the total number of qualified resident participants or participant hours in the Specialized Rec Programs provided under this Agreement.

- C. Nothing in this Agreement precludes a third party from making a payment on behalf of the City towards the compensation requirement, and the City may provide additional funds to Pierce County to reduce the cost to a qualified resident for participating in a Specialized Rec Program.
- D. Unless otherwise specified in this Agreement, all payments shall be due Net-30 of the date of receipt of the invoice.
- E. There will be no compensation between Pierce County and the City for coordination of efforts or use of one party's facilities, except for any facilities where admissions are normally charged.

IV. TERM/TERMINATION OF AGREEMENT

- A. This Agreement shall commence on October 18, 2021 and shall terminate on December 31, 2023, with automatic annual renewal until December 31, 2030 conditioned upon the Parties allocating funding each budget cycle.
- B. Either party reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving one hundred and twenty (120) days' advance written notice to the other party. Pierce County shall be entitled to receive just and equitable compensation for any work performed or services provided under this Agreement prior to the date of suspension or termination not to exceed the payment ceiling in Attachment A.

V. OWNERSHIP OF WORK PRODUCT

Ownership of the writings, programs, classes performed by Pierce County in connection with the performance of this Agreement shall be the sole and absolute property of Pierce County. Notwithstanding the foregoing, to the extent required to comply with the Public Records Act (RCW 42.56), the City shall be permitted to provide responsive documents to any received public records request, whether or not the records are ultimately the property of Pierce County.

VI. ASSIGNMENT AND SUBCONTRACTING

No portion of this Agreement can be assigned, transferred, conveyed or subcontracted without the express and written approval of the Parties.

VII. NONDISCRIMINATION

To the extent permissible by law, Pierce County shall, in all hiring or employment made possible or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification and this requirement shall apply to, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

VIII. INDEMNIFICATION

To the extent permitted by law, the Parties shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent and/or wrongful acts or

omissions. Neither Party will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence and/or wrongful acts or omissions of each Party, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence and/or wrongful acts or omissions. The Parties agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that the City or Pierce County incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

IX. LIABILITY INSURANCE

Parties agree that each are self-insured and will provide evidence of the insurance to the other.

X. NOTICES

All notices or communication required pursuant to this Agreement shall be in writing and sent to the following:

Pierce County Parks

NeSha Thomas-Schadt, Parks & Recreation Manager
Pierce County Parks
9850 – 64th St. W
University Place, WA 98467

City

Derek Barry
Community Services Manager
City of Sumner
1104 Maple St.
Sumner, WA 98390

XI. SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

XII. WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the Parties hereto.

XIII. COMPLIANCE WITH LAWS

Parties shall comply with all applicable State, Federal and municipal laws, ordinances, regulations and codes.

XIV. ASSIGNMENT, SUCCESSORS AND ASSIGNEES

This Agreement is personal to the Parties. As a result, the Parties will not assign, transfer, or otherwise dispose of any of the privileges granted under this Agreement without the prior written consent of the other Party.

XV. MODIFICATIONS

Either Party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the Parties.

XVI. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties and supersedes any prior oral statements, discussions or understandings between the Parties related to the subject matter herein.

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract # CC-

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) specified below.

CITY:

Approved As to Legal Form Only:

Attorney Date

Approved:

Chief Financial Officer Date

Department Director Date

City Administrator/Mayor Date

Mailing
Address: _____

Contact Name: _____

Phone: _____

Fax: _____

EMAIL: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney Date

Approved:

Finance Date

Department Director
(less than \$250,000) Date

County Executive (over \$250,000) Date

ATTACHMENT A**Compensation:**

The City agrees to pay an amount based on the participant hour rate, calculated at \$8.00 per qualified participant per hour. This amount will be waived in 2022 as Pierce County has obtained sufficient grant funding to pay for these specialized recreation services. Pierce County will not have any obligation to secure future grant funding on behalf of the City.

Pierce County may change the qualified participant hourly rate upon no less than 120 days' advance written notice. If there is a rate increase, the City may terminate this Agreement within thirty (30) days of receipt of the rate increase.

The City's maximum contribution , effective 2023, shall be \$5,000.00 annually, unless adjusted in writing and approved by the Parties by August 1, the year prior to services renewing or an agreement is presented to allow for expanded participation by the City's residents. This allows both Parties to properly budget and for Pierce County to receive staffing authorization for an adequate level of service to accommodate City residents.

The \$8.00 per participant per hour rate is based on a 50% participant cost recovery rate which will guide future changes to charges.

SUBJECT: 2021-2023 Collective Bargaining Agreement Police Guild representing
Commissioned Employees

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 2021-2023 Collective Bargaining Agreement Sumner Police - Commissioned Employees

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City of Sumner has concluded negotiations with the Police Guild representing Commissioned employees for a three-year Collective Bargaining Agreement (CBA) for the period of 2021 through 2023. We are pleased with the cooperation and working relationship we have with the Police Guild and thank them for their efforts in working towards this agreement. Their membership ratified the proposed CBA in September.

The commissioned employees in the Guild include two Detectives, two Sergeants and fifteen Police Officers. 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 minor increase to Longevity and Working Out of Class (WOOC) pay. As part of the negotiation process, the Guild has also approved the implementation of a Body Worn Camera program for members. The agreement falls within revised budgeted salary and benefit projections while still staying competitive within the local labor market.

COUNCIL COMMITTEE/STUDY SESSION: Executive Session

MEETING/STUDY SESSION DATE: 10/4/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to execute the three-year (2021-2023) Collective Bargaining Agreement with the Police Guild representing Commissioned Employees, substantially in the form as approved by the City Attorney.

COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF SUMNER

and the

THE SUMNER POLICE GUILD

covering

Commissioned Employees

January 1, 2021, through December 31, 2023

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**AGREEMENT
BY AND BETWEEN
THE CITY OF SUMNER
AND
THE SUMNER POLICE GUILD**

THIS AGREEMENT is entered into by and between the City of Sumner, hereinafter referred to as the "City" and the Sumner Police Guild, hereinafter referred to as the "Guild."

ARTICLE I - RECOGNITION

1.1 The City recognizes the Guild as the exclusive bargaining representative for all employees designated by the classifications set forth in Appendix "A" exclusive of confidential employees, the Professional Standards Officer, Deputy Police Chief, Lieutenant, Police Chief, and other exempt positions.

The language of this section does not waive and is not a bar to the Guild's right to petition PERC for the inclusion of a newly created classification in the Guild.

ARTICLE II - GUILD MEMBERSHIP

2.1 The City shall notify the Guild in writing within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, home address, home phone number, Social Security number, starting pay step, and classification of the new employee. The City shall provide the Guild up to 30 minutes to speak with new employees within their first 90 days of employment. The employee has the choice to attend or not attend the meeting with the Guild.

2.2 Upon the voluntary written authorization of an employee to the Guild, the City shall deduct from the wages of each employee the uniform dues, initiation fees and assessments required for membership in the Guild, as provided to the City in writing, by the Guild from time to time. If the City receives a request for authorization of deductions, the City shall as soon as practicable forward the request to the Guild. The City shall transmit each month said moneys to the Guild, along with the names of each employee whose dues are transmitted.

2.3 An employee may stop paying Guild dues by submitting a written request to the Guild in accordance with the terms and conditions on the authorization. After the City receives confirmation from the Guild that an employee has revoked authorization, the City shall end the deduction no later than the second payroll after receipt of the confirmation.

2.4 The Guild shall hold the City harmless for any claims filed by an employee for reasons arising out of dues deductions. The City will promptly notify the Guild in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

2.5 The address of the Guild is: P.O. Box 1473, Sumner, Washington 98390. From time to time and as necessary, the Guild shall provide written notification to the City of the names of the Guild Executive Board members.

ARTICLE III - NONDISCRIMINATION

3.1 The Guild and the City agree not to discriminate because of race, color, creed, sex, age, marital status, national origin, sexual orientation including Gender Identity, HIV/AIDS and Hepatitis C Status, disability (unless unable to perform the essential functions of the job), or Guild membership, in accordance with State and Federal laws regarding discrimination. Employees may challenge practices or actions that they allege violate the provisions of this Article through the City's policies and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article are not subject to Article XIV (Grievance Procedure) of this Agreement.

ARTICLE IV - MANAGEMENT RIGHTS

4.1 Subject to the requirements of RCW 41.56 et seq., the Guild recognizes the prerogative of the City to direct the workforce and to operate and manage its affairs in all respects in accordance with its responsibilities and authority. Provided nothing in this Agreement shall be deemed to waive the Guild's right to bargain any decision or change in any condition that constitutes a mandatory subject of bargaining or has a mandatory impact as defined by Washington law.

Subject to the terms of this Agreement, it is understood and agreed that the City possesses the sole right to operate the Police Department, regardless of the frequency or infrequency of such exercise. It is also negotiated that such rights include, but are not limited to the following:

- a. To determine the Department's mission, policies, and set forth all standards of service offered to the public.
- b. To plan, direct, control and determine the operations or services to be conducted by employees of the Police Department.
- c. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
- d. To manage and direct the employees of the Police Department.
- e. To hire, promote, transfer, train, evaluate performance, and retain employees in positions of the Police Department.
- f. To establish work rules and rules of conduct.

- g. To suspend, demote, discharge, or take other appropriate disciplinary action against employees, for just cause, when warranted.
- h. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funding pursuant to Article 18 (Layoffs).
- i. To regulate or change shifts, work days, hours of work, work week, work locations, and assign all work duties, provided nothing in this right would be deemed to waive the Guild's right to bargain any decision or change that constitutes a mandatory subject of bargaining or has a mandatory impact as defined by Washington law.

The City and the Guild agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the City or to the Guild.

All matters not specifically treated by the language of this Agreement may be administered for its duration by the City in accordance with such policy and procedure as the City may determine, but does not preclude the Guild from seeking review of the exercise of these rights in a particular case in discussion with the City or the Chief of Police.

ARTICLE V — UNIFORMS, EQUIPMENT AND CLEANING

5.1 The City shall provide funds in the annual budget for the required uniforms and equipment and the replacement thereof. All issued uniform and equipment items are the property of the City and shall be returned to the City upon request.

5.2 The City agrees to pay up to two-hundred fifty dollars (\$250.00) per occurrence towards replacement costs of any personal property lost, damaged or destroyed while on-duty. Provided that the City shall not be required to replace personal property lost, damaged or destroyed due to the employee's gross negligence.

5.3 Uniform Maintenance: The City agrees to contract out for cleaning of uniforms for those employees required to wear uniforms. Employees, including Detectives, are allowed to drop off and pick up uniforms while on duty.

ARTICLE VI - VACATION AND HOLIDAYS

6.1 All employees covered under this agreement shall be entitled to annual vacation leaves and accrues, as follows:

Years of Service	Vacation Days (Hours)
< 1	12 (96)

1-2	13 (104)
2-3	14 (112)
3-4	15 (120)
4-5	16 (128)
5-6	17 (136)
6-7	18 (144)
7-8	19 (152)
8-9	20 (160)
9-10	21 (168)
10-11	22 (176)
11-13	23 (184)
13-16	24 (192)
16-19	25 (200)
19-22	26 (208)
22-25	27 (216)
25+	28 (224)

- a. Except for probationary employees, all employees may sell-back to the City up to a total of 120 hours of vacation leave per calendar year. The minimum sell-back for any employee shall be 60 hours per occurrence and the employee must maintain at least 24 hours of vacation leave in the employee's leave bank. In order to receive the vacation sell-back, an employee must submit a written request for vacation sell-back to the City at least thirty (30) days prior to payment of the sell-back amount to the employee.
- b. November 1st to November 15th of each year, each employee who wishes to bid vacation leave beginning from January 1st through December 31st of the following year will be permitted to do so by means of a vacation sign-up roster.

The sign-up roster will be posted on or before November 1st of each year for employees who would like to bid vacation leave. Employees will have until November 15th to sign up for their bid vacation leave.

Whenever practical, and consistent with the needs of the City and the availability of vacation relief coverage, employees shall have the right to make selections and take vacation leave times. Selection will be facilitated by the vacation sign-up roster and by seniority. Bargaining unit seniority shall determine the order in which vacation leave is bid. Seniority vacation bids will be done in "blocks." A "block" is defined as at least the normal length of an employee's regularly scheduled work week. Bargaining unit employee's shall participate in two (2) vacation bid cycles which shall establish the employee's primary and secondary block vacations. The City has the right to specify and periodically adjust minimum staffing requirements and the maximum number of employees allowed off on vacation leave at the same time to ensure adequate staff coverage. The City will not deny or rescind a vacation request

for other than a legitimate operational need. Seniority shall prevail in the event of conflict between employees over the choice of vacation dates. The City will allow employees with the conflict to attempt to resolve the issue themselves prior to imposing the right of seniority. An employee's first vacation bid takes precedence over a more senior employee's second vacation bid.

After the vacation list is established (i.e. posted prior to January 1st of each year) all other vacation leave time requests made by employees shall be considered on a first-come, first-served basis, until the next November 1st sign-up period. The City shall provide written approval or written disapproval of all written requests for vacation leave time within fourteen (14) calendar days, and whenever practical, will endeavor to grant requests for vacation leave, especially those deemed to be of emergency nature.

- c. An employee known to be starting pre-approved time off at the end of their current work shift shall not be held over for more than four (4) hours at the conclusion of the employee's current work shift.
- d. Vacation leave may only be accumulated to a maximum of 552 hours per employee covered by this Agreement. The employee's vacation leave bank must be at or below 552 hours by December 31st of each year. Employees hired by the City beginning on January 1, 2021 may accumulate a maximum of 420 vacation leave hours.

6.2 Holidays: The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1st
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Day before Christmas	December 24th
Christmas Day	December 25th

At the beginning of each year employees covered under this agreement shall receive 96 hours of holiday leave (12 holidays at 8 hours each). Holiday leave must be used by the end of the calendar year. Unused leave will be forfeited to the City. An employee may request a three month extension to use the holiday time, provided that the extension is needed due to a planned event (upcoming vacation, long term medical leave or retirement).

Employees hired after January 1st will receive a pro-rated amount of holiday leave based on the remaining number of holidays left in the calendar year.

Employees who separate will have their holiday leave prorated based on the number of holidays that have already occurred in the calendar year.

Examples:

Employee A separates from employment June 30th. Prior to June 30th he has already used 48 hours of holiday time. January 1-June 30th there were only five holidays (40 hours). The overage (8 hours) would be deducted from the employee's vacation bank prior to separation pay out. If the employee doesn't have adequate vacation hours it would be deducted from the final paycheck's regular hours (to make the city whole). The overage would be reported the Department of Retirement Services in the period it was earned.

Employee B separates from employment June 30th. Prior to June 30th he has only used 8 hours of holiday time. January 1-June 30th there were five holidays (40 hours). The shortage (32 hours) would be added to the separation pay out and would be reportable as wages to the Department of Retirement Services.

6.3 Floating Holiday: Each employee shall receive one (1) floating holiday (8 hours), January 1st of each year. Employees starting after the first of the year shall receive a floating holiday upon hire. The floating holiday shall be denoted in a separate leave bank. The floating holiday must be used by the end of the calendar year. Unused floating holiday time will be forfeited to the City. Upon separation the floating holiday shall not be paid out.

ARTICLE VII - BEREAVEMENT LEAVE

7.1 All employees who suffer a death in their immediate family shall be given up to three (3) days off with full pay as Bereavement Leave and up to five (5) days off if the death occurs out of state and the employee travels out of state. Immediate family is defined as spouse, son, daughter, step-son, step-daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents on both sides, step parents, aunt, uncle or any relative residing in the employee's immediate household.

ARTICLE VIII - SICK LEAVE

8.1 Sick leave for each regular employee shall be earned at the rate of eight (8) hours per month.

8.2 Unused Sick Leave: All regular employees shall be compensated in cash, at 100% of their base rate of pay, for any unused accumulation of sick leave up to a maximum of 720 hours when they are permanently separated from employment in accordance with the following percentages of the employee's accumulated and unused sick leave:

Employees hired prior to January 1, 2018:

Termination for cause	0%
Resignation	25%
Lay-Off	50%
Retirement	100%
Disability Retirement	100%
Death	100%

Employees hired on or after January 1, 2018:

Termination for cause	0%
Resignation	25%
Lay-Off	25%
Retirement	100% for first 360 hours, 25% for remaining 360 hours
Disability Retirement	100%
Death	100%

8.3 An employee injured on the job will be provided a light-duty assignment when released to perform light duty by the employee's health care provider and when there are light-duty assignments available in the Police Department, as reasonably determined by the Chief of Police.

8.4 Sick leave donations shall be in accordance with City policy.

ARTICLE IX – FEDERAL AND STATE LEAVES

9.1 Leaves Provided by Applicable Statute: The City will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including:

- a. Family and Medical Leave (29 U.S.C. 2601 et seq., and RCW 49.78);
- b. Family Care Act Leave (RCW 49.12.265);
- c. Pregnancy Disability Leave (RCW 49.60);
- d. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76);
- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77);
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460);
- g. Washington Paid Family and Medical Leave Program (RCW 50A.04)

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to the City's policy.

9.1.1 Protected Leave Use: Employees may choose to use any applicable

protected leave consecutive to accrued leave, provided that after the employee uses 960 hours of sick leave, and has exhausted other available accrued leaves (vacation, compensatory or holiday time), protected leave shall run concurrent with any remaining sick leave balance.

9.2 Washington Paid Family and Medical Leave Law: Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The City will pay the remaining premium amounts.

ARTICLE X – HOURS OF WORK, SALARY AND OVERTIME

10.1 The Chief of Police or designee shall post a thirty (30) day department work schedule no later than fifteen (15) days prior to the effective date of that work schedule.

10.1.2 Hours of Work: Current shift schedules may be modified by memorandum of understanding by mutual agreement of the Guild and the Police Chief. All shifts shall be consecutive hours i.e. no split shifts other than for department wide training unless the split shift is agreed to by the employee and the supervisor. Employees shall be entitled to eight-hours off between shifts.

10.2 Base salaries shall be paid to employees in accordance with the salary schedule attached hereto and designated as Appendix "A." Additional rates of pay are set forth below.

10.2.1 Overtime: Overtime pay shall consist of pay at the rate of one and one half (1 ½) times the regular rate of pay as defined by the Fair Labor Standards Act, 29 USC Sec 201 et seq. The use of vacation, holiday, sick leave and compensatory time shall, for the purposes of overtime calculation, constitute hours worked. All accumulated overtime pay shall be paid in the pay period accrued.

10.2.2 Holiday Pay: Holiday pay shall be paid to any employee for all hours actually worked on holidays recognized and observed by the City except for the floating holiday. The floating holiday will be paid at the regular rate of pay, including applicable premium pay(s). Holiday pay is an additional one-half (½) of the employee's regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay(s), is \$10 per hour, their holiday pay for actual hours worked on the holiday will be \$15 per hour.

When employees work overtime on a recognized holiday, their holiday overtime rate of pay shall be two-and-one-quarter (2 1/4) times their

regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay, is \$10 per hour, their holiday overtime pay for actual hours worked on the holiday will be \$22.50 per hour.

If an employee works an extra-duty assignment on a recognized holiday, the standard overtime rate of one-and-one-half (1 ½) times the regular rate of pay shall apply. This includes grant funded traffic emphasis assignments and extra-duty for private entities.

10.2.3 Shift Adjustment Pay: Any time an employee's normally scheduled shift is adjusted with less than seven (7) days' notice, they shall be paid an additional one-half (½) of the employee's regular hourly rate of pay for all hours worked outside their normally scheduled shift. If the employee works less than three (3) hours outside of their normally scheduled shift they shall receive a minimum of three hours of shift adjustment pay. A shift adjustment is not a "callback".

10.2.4 Shift Extension: A shift extension is time worked by an employee contiguous to the beginning or end of a regularly scheduled shift. It differs from a shift adjustment because the employee works their entire scheduled shift in addition to the extension. Shift extensions shall be compensated at the applicable overtime rate for the actual hours worked in addition to the regular shift.

10.2.5 Callback: A callback is a recall to duty of an employee after the employee has completed their regularly scheduled shift and the employee has stopped working and departed the premises, or when the employee is on days off or paid leave of absence. All callbacks are subject to a three (3) hour minimum and shall be compensated at the applicable overtime rate.

A Sergeant (including WOOC or AIC) that is able to handle a work related issue by phone while off duty shall make their best efforts to respond to communications (e.g., phone calls, text messages) while off-duty, but shall not be disciplined solely for not responding to such communications.

10.2.6 Approved Leave Callback: An approved leave callback is a recall to duty of an employee for any reason once leave has been approved and the affected employee has incurred expenses in planning for the same. Approved leave includes: vacation, bereavement leave or compensatory time off, as listed on the employee's leave request. Employees wishing to be unavailable on regularly scheduled days off, immediately preceding or following their requested time off must indicate such on their leave request for this provision to apply. Hours worked during the approved leave period shall be compensated at twice the hourly rate upon reporting for duty, and the affected employee shall be reimbursed for round trip

transportation costs involved in returning for duty or any other non-refundable expenses incurred. Reimbursement for travel shall be made on the same basis as the original mode of transportation. If applicable, mileage shall be paid at the approved City rate. Vacation approval or other leave requests shall not unreasonably be withheld to frustrate the intent of this section. Employees shall be credited with the number of vacation hours lost. Employee will confirm the callback with the City prior to making any travel arrangements for a return trip. If an employee voluntarily chooses to come back to work this provision does not apply.

10.2.7 Court Attendance: Any time an employee is required to appear for Court for reason arising out of his/her employment with the City, outside of his/her regular shift, the employee shall receive a minimum of at least two (2) hours at the applicable overtime rate. Court attendance is not considered a callback.

The employee shall contact by phone or email the prosecuting attorney responsible for issuing the subpoena their last day of work prior to the court date to determine if attendance is still required. If the court date is scheduled more than 24 hours from the date the officer contacts the prosecuting attorney, support staff or a supervisor will continue to contact the prosecuting attorney and will call the officers by phone if there are any changes. Officers are responsible for checking their phones for messages prior to reporting to court. Employees appearing on cancelled or continued court appearances without attempting to confirm attendance as outlined above will not be eligible for minimum court callback pay, unless the cancellation or continuation was received on the actual court date.

When waiting to testify in Sumner Municipal Court, an officer may be assigned other Police duties to perform unless involved in Court-related duties, but only until the officer is released by the Court or the officer's court appearance is canceled.

10.2.8 Meal Payment: Anytime an employee works four (4) consecutive hours overtime immediately following a regular shift, when notice of overtime is received during the adjacent shift, the employee will receive a \$15.00 (fifteen dollar) meal allowance, if not provided a meal by the City. Anytime an employee is called in on a day off / holiday with three (3) hours or less notice and works at least six (6) consecutive hours, the employee will receive a \$15.00 (fifteen dollars) meal allowance, if not provided a meal by the City. The \$15.00 is payable in the corresponding pay check, subject to payroll taxes, withholdings, and deductions. The meal payment does not apply to any overtime scheduled with more than three (3) hours advance notice of requirement to return to work. Meal payments are intended to compensate the employee for the inconvenience of returning to work, or

continuing work without receiving reasonable notice for the employee to prepare their own meal for the shift.

Examples:

- A. *The employee has been working and is asked to continue work for 7 hours of overtime immediately following the regularly scheduled shift the employee is currently working. The employee would receive one meal allowance.*
- B. *The employee is called out on a day off 3 hours or less notice and works 13 hours of overtime. The employee would receive two meal allowances.*
- C. *The employee is called to work 7 hours of overtime on their day off with 4 hours advance notice to return to work. The employee would not be eligible for a meal payment.*

10.3 Compensatory Time: Upon mutual agreement of the City and Employee, compensatory time off may be accrued instead of overtime payments. Employees shall be permitted to accumulate up to fifty (50) hours of compensatory time. At any time and at the employee's option, unused compensatory time may be sold back to the city at the employee's regular rate of pay. Compensatory time must be used by the end of the calendar year. Unused compensatory time will be paid out at the applicable wage. An employee may request a three month extension to use the compensatory time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

10.3.1 Compensatory Time Requests: Employees with accumulated compensatory time may request such time off by providing a written request to their supervisor at least 72 hours in advance of the requested time off. The City will not unreasonably deny such requests as long as proper notice has been received and the city is able to provide adequate staffing without mandating an employee to fill the shift or other similar undue hardship. Once approved, compensatory time off will not be cancelled except in case of exigent circumstances.

10.4 Training Time: Training is any pre-approved educational course, conference, seminar, briefing, convention, or other functions of similar nature (excluding the Basic Law Enforcement Academy) that is intended to improve, maintain, or upgrade the employee's certifications, skills, or professional abilities. The City may adjust an employee's regularly scheduled shift for educational purposes, including associated travel time, to avoid the payment of overtime or shift adjustment pay. If the training, including travel time, exceeds the employee's adjusted work week, then the employee shall receive either their applicable overtime rate or compensatory time off. Travel time shall be from the Sumner Police Department to the training location and the time it takes to return to the police department.

Officers who elect to attend, subject to approval by the City, or are directed to attend training on their regularly scheduled work shift where the training, to include travel time, is eight (8) hours or more shall be considered to have worked a full day and are not required to report for duty.

Officers who elect to attend, subject to approval by the City, or are directed to attend training on their regularly scheduled work shift where the training, to include travel time is less than eight (8) hours shall report for duty before and/or after the training in order to complete their full, regularly scheduled shift. If the training lasts less than eight (8) hours an employee may request to take the rest of the shift off (to reach 10 or 12 hours) using accrued leave (vacation, holiday or compensatory time).

10.5 Safety Release Time: In the event that an employee is required to work a minimum of three (3) consecutive hours of overtime (actual hours worked, not guaranteed minimum compensation) because of a court subpoena, or any unforeseen or emergency circumstances, that the employee is entitled to eight (8) consecutive hours off between the end of the overtime shift and the beginning of their next regular duty shift. If the employee's next regular duty shift is scheduled to occur in less than eight (8) hours after the overtime shift has ended, the employee shall be afforded paid safety release time by the City to ensure that the eight (8) hours off for proper rest has been satisfied. Safety release time is paid at the regular rate of pay. In no case shall the employee be required to use their own vacation leave, compensatory time, etc., in order to ensure that they have eight (8) hours off between work shifts. The requirements of this Section will be met as long as scheduled shifts are at least eight (8) hours apart, even if Officers spend part of their eight-hour rest period commuting. Officers shall notify dispatch when they are released from court duty.

ARTICLE XI - INCENTIVE AND PREMIUM PAY

All incentive and premium pays are calculated off the base salary. There is no pyramiding of incentive and premium pays.

11.1 Premium Pay: Employees who are assigned as a Certified Field Training Officer shall receive a premium equal to 5% of their base pay for any pay period in which the employee is assigned and performs Field Training Officer (FTO) duties for at least one (1) entire shift. FTO includes time spent training Reserve officers. The Police Chief shall have the sole authority to designate and assign Field Training Officers.

11.1.1 K-9 Officer: Employees who are assigned as K-9 officers shall receive an additional \$400 per month. The assigned employee(s) also shall receive an hour of pay at the Kennel Technician rate for every day the employee(s) is not working a shift.

11.1.2 Collateral Assignment Pay: Employees assigned to SWAT, CRU, CDT and MCRT shall receive an additional \$75 per pay period if performing duties associated with those assignments. Duties shall not include: training, report writing, vehicle/equipment maintenance, or any other similar function. The number of employees assigned to a particular collateral assignment is at the sole discretion of the City based on operational needs and budget. Collateral Assignment Pay shall begin upon ratification of the

agreement by both parties.

11.2 Tuition Reimbursement: Tuition reimbursements shall be in accordance with current City policy.

11.3 Educational Incentive: Successful completion of an Associate's Degree or equivalent college credits (from an accredited college or university) --2.5% of monthly pay, Bachelor's Degree -- 5.0% of monthly pay.

Prior to receiving educational incentive pay, the employee shall arrange to have a sealed certified transcript(s) from their accredited college(s) or university(ies) delivered to the City's Human Resources Department.

11.4 Out of Classification Pay:

11.4.1 Acting-In-Capacity (AIC): An employee assigned to AIC for one hundred sixty (160) consecutive hours or more shall be compensated at the Sergeants base salary plus applicable premium or incentive pay(s) effective the date of assignment.

11.4.2 Working-Out-of-Class (WOOC) An employee shall be designated as a WOOC Sergeant in the absence of a Sergeant for three (3) or more full duty shifts including training days (not including a Sergeant's regularly scheduled days off). Only one (1) officer shall be assigned as the WOOC Sergeant and the WOOC Sergeant shall be assigned first by ranking on the promotional list. If no officers on the team are on the promotional list, or there is no current promotional list, WOOC shall be assigned by seniority on the shift team. The intent of this language is to assign WOOC by team, and have the same employee on the team acting as the WOOC Sergeant for the duration of the assignment. When serving as a WOOC Sergeant, an employee shall receive \$5.70 per hour additional compensation for regularly scheduled days. If the WOOC Sergeant performs work outside of normal working hours, except for extra-duty assignments, they shall be compensated at the overtime rate (including WOOC). The WOOC Sergeant shall be designated for time leading up to and leading out of the Sergeant's absence.

For example:

	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur
Sgt.	REG	X	X	X	VAC	VAC	VAC	X	X	X	X	REG
Officer	REG	WOOC										REG

11.5 Seniority Pay: In addition to the rates of pay identified in Appendix A, each employee shall receive seniority pay as follows:

6 through 11 years of service	3% of base salary
12 through 16 years of service	4% of base salary
17 through 21 years of service	5% of base salary
22 or more years of service	6% of base salary

ARTICLE XII - INSURANCE

12.1 Medical Coverage: Employees and eligible dependents will be covered under the AWC High Deductible Plan (H.D.H.P.) with Health Savings Account (H.S.A.) and Health Reimbursement Agreement (H.R.A.) (Bridge) component. The City will pay for 100% of the premium for the employee and eligible dependents.

12.1.1 Health Savings Account (H.S.A.): The H.S.A. will be funded at the following levels:

Insured	H.S.A. Contribution:
Employee Only	\$1,500
Employee and Child	\$3,000
Employee and Child x 2 or more	\$3,000
Employee and Spouse	\$3,000
Employee, Spouse and Child	\$3,000
Employee, Spouse and Child x 2 or more	\$3,000

In January of each year the City will deposit 100% of the annual allotted amount into the employee's H.S.A. Employees hired mid-year will receive a prorated amount into an H.S.A. based on the number of full months remaining in the year. Such payments will commence with the employee's first pay check (after H.S.A. account info provided), then as scheduled above thereafter. Employees, who have a qualifying event that results in a change in coverage status, e.g. have a child or add a spouse, qualify for the pro-rated amount for the remainder of whole months. Employees may contribute additional money to their Health Savings Account, up to the maximum allowed under federal law.

a) Health Savings Account Ineligibility/Choice: If the employee is ineligible for a Health Savings Account or the employee chooses not to have a H.S.A., the City will provide an equal contribution of the Employee Only amount, to the employee's deferred compensation account.

12.1.2 Health Reimbursement Agreement (H.R.A. Bridge Plan): Each employee is eligible for a bridge (H.R.A.) plan to cover a portion of the out of pocket medical costs based on the following eligibility:

Insured	H.R.A. Eligibility:
Employee Only	\$2,400
Employee and Child	\$4,800
Employee and Child x 2 or more	\$4,800
Employee and Spouse	\$4,800
Employee, Spouse and Child	\$4,800
Employee, Spouse and Child x 2 or more	\$4,800

The H.S.A. and bridge (H.R.A.) work as follows:

Employee Only \$1500 H.S.A. \$2400 Bridge \$1100 OoPM			
	Medical Costs	Who Pays	Funding Source
Deductible	0-1,500	Employee	H.S.A.
80/20 Co-Insurance	1,500.01-3,900	City	Bridge
	3,900.01-5,000	Employee	Employee / H.S.A.
OoPM	5,000 +	Insurance	Insurance
Employee + Dependents \$3000 H.S.A. \$4800 Bridge \$2200 OoPM			
	Medical Costs	Who Pays	Funding Source
Deductible	0-3,000	Employee	H.S.A.
80/20 Co-Insurance	3,000.01-7,800	City	Bridge
	7,800.01-10,000	Employee	Employee / H.S.A.
OoPM	10,000 +	Insurance	Insurance

12.1.3 Medical Reopener: Both parties agree to reopen contract negotiations to discuss healthcare coverage if any of the following happen:

- AWC High Deductible Plan redesign that affects the co-insurance rate (currently 80% for preferred providers for most services), deductible amounts or out of pocket maximum amounts.
- If AWC offers another High Deductible Health Plan.
- A reduction of the IRS maximum allowable contribution amount to a Health Savings Account (H.S.A.).

12.1.4 Successor Agreement: Both parties agree that they do not desire to

directly or indirectly pay the Affordable Care Act Excise Tax. Therefore if no successor agreement is in place, and based on published HDP premium costs, possible bridge costs and H.S.A. contributions outlined in Article 12.1.2 both parties agree to meet and develop a plan that avoids paying the excise tax.

12.2 Dental & Vision Coverage: Dental and vision insurance programs shall be provided to full-time employees and their eligible dependents. Dental and vision premiums shall be paid one hundred percent (100%) by the City. The City agrees to provide Plan J Washington Dental to full-time employees and their eligible dependents during the term of this Agreement.

12.3 Life Insurance: The City shall provide a life insurance policy in the amount of \$80,000 for all employees covered by this agreement. Employees may purchase additional life insurance through payroll deductions.

12.4 Supplemental Disability: The City will contribute one hundred percent (100%) of the premium of a supplemental disability insurance program for each employee. These contributions will be paid toward the Guild-sponsored disability insurance.

ARTICLE XIII - DISCIPLINE AND DISCHARGE

13.1 Discipline and discharge shall be only for just cause.

13.2 In the administration of discipline, the provisions of the Police Department Policy and Procedure Manual shall apply unless contrary to or inconsistent with expressed language in this Agreement.

13.2.1 Disciplinary Actions: Formal disciplinary action shall include only the following:

- a. Verbal Reprimand
- b. Written Reprimand
- c. Suspension Without Pay
- d. Demotion
- e. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense. Informal discipline includes, but is not limited to counseling, verbal warnings, letters of instruction, and work improvement plans that are not part of annual performance evaluations. Informal disciplinary action is not subject to the grievance process. If the informal discipline is reduced to writing, the employee may provide a written rebuttal. Informal discipline will not be included in the employee's personnel file.

13.2.2 Guild and Employee Rights: The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand, and except for employees serving an initial probationary period who are discharged.

If the City has reason to discipline an employee, the City shall do so privately and in a manner that will not embarrass the employee before other employees or the public.

The suspect employee and the Guild shall be entitled to Guild representation and/or other appropriate representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

13.3 Notice and Opportunity to Respond: Upon reaching the conclusion that sufficient information exists to discipline an employee with a written reprimand, or a suspension without pay, or a demotion, or discharge, the Chief of Police or his designee shall provide the employee and the Guild with the following prior to the administration of discipline:

- a. The nature of the allegation(s) or charge(s) against the employee;
- b. A copy of the complaint against the employee;
- c. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- d. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated;
- e. What disciplinary action is being considered?

13.3.1 Employee's Response: The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within seven (7) days of receiving the information and materials provided by the City in Section 13.3 above and to do so prior to the Pre-Disciplinary meeting.

13.3.2. Pre-Disciplinary Meeting: A formal opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or his designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given full opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

13.3.3 City's Decision: Within a reasonable time, but not beyond forty-five (45) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or his designee shall issue a written decision imposing discipline,

exonerating the employee or taking such other action deemed appropriate.

13.4 Investigative Interviews/Internal Affairs Investigation: The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

- a. The suspect employee shall be informed, in writing; at a reasonable time in advance of the interview whether or not the City believes the employee is a suspect in the investigation, with a copy of the notice to the Guild.
- b. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative will be afforded prior to the interview.
- c. The requirements of Sections 13.4.a and 13.4.b of this Section shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the suspect employee would jeopardize the administrative investigation.
- d. After a complainant has been interviewed regarding an action or inaction of a suspect employee and the City deems further investigation is necessary, the suspect employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Guild. The Guild agrees not to use the complaint to interfere with, manipulate or obstruct the investigation.
- e. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee.

The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.

- f. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.
- g. The City may schedule the interview outside of the employee's regular working hours;

however, in that event the appropriate overtime rate and/or irregular hour's payment shall be made to the employee.

- h. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- i. The employee shall not be subject to abusive or offensive language or to coercion, nor shall interrogators make promises of rewards or threats of harm as inducements to answer questions.
- j. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- k. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information that is developed during the course of the interview.
- l. If the Police Department tape records the interview, a copy of the complete tape-recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, the City shall provide a complimentary copy of any tapes to the Guild on behalf of the employee.
- m. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- n. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

ARTICLE XIV - GRIEVANCE PROCEDURE

14.1 For the purpose of this Agreement, the term "grievance" shall be considered to be an employee or Guild complaint concerning:

- a. Any disciplinary action, except for a verbal reprimand, and except for employees serving an initial probationary period who are discharged.
- b. Any matter relating to the interpretation and application of this Agreement.
- c. Any act or condition with reference to wages, hours or working conditions which the Guild or any bargaining unit employee believes violated of any term of the Agreement.

Step 1:

- a. Any alleged grievance shall be taken up with the employee's immediate supervisor within 15-calendar days of its alleged occurrence or within 15 calendar days of when the employee first had or should have had knowledge of the alleged grievance. The parties agree to make every effort to settle the grievance promptly at this level.
- b. In the event the grievance is unresolved, the Guild and employee shall determine whether to appeal the grievance through the Civil Service Commission or process the grievance to Step 2 of the grievance procedure contained herein within five (5) calendar days of the meeting with the employee's immediate supervisor. This selection remedy shall prohibit the employee from later choosing and proceeding with the other remedy. Should the employee choose to file an appeal with the Civil Service Commission, the Guild and the employee shall provide the City with written notice of such election.

Step 2:

Should an employee choose to apply the following procedure in this Article, the grievance shall be reduced to written form by the aggrieved employee and the Guild stating the section of the Agreement violated and explaining the grievance in detail and remedy sought. The employee and/or the Guild representative shall present the written grievance to the Chief of Police who will conduct a meeting with the employee and the Guild within ten (10) calendar days of receipt of the written grievance. The Chief of Police shall make a decision on the matter in writing within 15 calendar days from such meeting, and the Chief shall deliver such decision to the employee and the Guild.

Step 3:

Any grievance remaining unresolved after the decision has been rendered in Step 2 shall be transmitted to the Mayor and/or his/her designee in writing within fifteen (15) calendar days whereupon he/she may conduct a meeting with the involved parties within 15 calendar days of the receipt of the written grievance. The Mayor and/or his/her designee shall render a decision within 15 working days of such meeting.

Step 4:

If, after Step 3 above, the grievance remains unresolved, the Guild shall notify the City of their intent to submit the matter to a neutral arbitrator for final, binding resolution within fifteen (15) calendar days. Each party shall bear the costs of presenting their case. The Arbitrators' fee shall be paid by the losing party as determined by the arbitrator. If the parties are unable to select a mutually agreeable arbitrator within five (5) working days of receipt of the Guild's written notice to the City to seek arbitration of the grievance, the Guild shall request, PERC to provide a list of seven (7) arbitrators with offices in Washington and Oregon from which the parties shall alternatively strike names. The order of striking shall be determined by coin toss.

14.2 Time limits referred to in this Article must be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. Should the City fail to comply within the time allowed by this Article, the grievance will be automatically advanced to the next step. If the Guild fails to comply with the time allotted by this Article, the grievance shall be deemed to have been abandoned and the right to grieve is waived.

ARTICLE XV - WORK STOPPAGES

15.1 The City and the Guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild or employees shall not cause or condone any work stoppage, including any strike or slowdown. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

ARTICLE XVI – PROBATIONARY PERIOD

16.1 All new employees shall serve a probationary (trial) period of eighteen (18) months and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. All employees who have been employed for more than eighteen (18) months shall be known as permanent employees and the trial period shall be considered part of their seniority time. Periods of leave without pay, or employees in a shared leave status, for over 80 consecutive hours shall not count towards the eighteen (18) month trial period.

16.2 All lateral hire employees shall serve a probationary (trial) period of twelve (12) months and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. Periods of leave without pay, or employees in a shared leave status, for over 80 consecutive hours shall not count towards the twelve (12) month trial period.

16.3 Should an employee be promoted, there shall be a twelve (12) month promotional (trial) probation period. Should the promoted employee's performance be deemed inadequate by management during that time period, the employee shall be returned to his/her prior position with the City. Periods of leave without pay, or employees in a shared leave status, for over 80 consecutive hours shall not count towards the twelve (12) month trial period.

ARTICLE XVII – LATERAL HIRES

17.1 Washington Experience: A new employee (certified or certifiable) with police experience in Washington and hired under the criteria of the City's lateral entry program shall be placed at Step 2, 3 or 4 of the salary range, at the discretion of the City, up to a maximum starting pay of one (1) step below the top step of the Police Officer salary range. An employee will be eligible to advance one (1) step after successful completion of probation.

17.2 Out-of-State Experience: A new employee (certified or certifiable) with out-of-state police officer experience and hired under the criteria of the City's lateral entry program, shall initially be hired at the first step of the salary schedule. Upon certification from Washington State Criminal Justice Training Commission (WSCJTC) that the employee's out-of-state training is equivalent to the WSCJTC Basic Training Program, the employee shall be placed at Step 2, 3 or 4 of the salary range, at the discretion of the City, up to a maximum starting pay of one (1) step below the top step of the Police Officer salary range, retroactive to the hire date. An employee will be eligible to advance one (1) step after successful completion of probation.

ARTICLE XVIII - LAYOFFS

18.1 Standard: In the event of a layoff, employees shall be laid off on the basis of inverse seniority, provided the employee possesses the demonstrated abilities to perform the duties as required to carry out the mission of the Department. For purposes of administering this Article, seniority is defined as the length of an employee's continuous service in a classification since the last date of hire in that classification.

18.2 Bumping: Any Bargaining Unit employee who is to be laid off who had advanced to their present classification from a lower classification within the Bargaining Unit in which they held a regular appointment shall be offered a position in the lower classification. Seniority for the purpose of bumping to the lower classification shall be the aggregate of the Bargaining Unit employee's seniority in the lower classification and all higher classifications.

18.3 Recall: No new employees shall be hired in a classification until all employees on layoff status in that classification have had an opportunity to return to work. Layoff status shall not extend beyond twelve (12) months. Employees will be called back from layoff in the inverse order of layoff, provided the employee possesses the demonstrated abilities to perform the duties as required. An employee on layoff status shall accept or decline an opening within seven (7) days of notification. The employee is obligated to keep the City informed of his/her current address. When recall occurs, the City will notify the employee through certified mail. An employee's denial or acceptance of the recall shall be conveyed in writing. In the event the employee declines or fails to notify the City in the above-specified time, all recall rights will be waived.

ARTICLE XIX - PREVAILING RIGHTS

19.1 This Agreement shall not operate to reduce any benefits specified in this Agreement which are now more favorably enjoyed by any employee's covered herein.

ARTICLE XX - SAVINGS CLAUSE

20.1 If any Article of this Agreement or any Addendum thereto be held invalid by operation of law or by an tribunal of competent jurisdiction, or if compliance with or

enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE XXI - SENIORITY

21.1 Definition: "Seniority," as used in this Agreement, is determined by the length of an employee's continuous employment with the Sumner Police Department since the last date of hire. When an employee takes a leave of absence without pay for more than thirty (30) consecutive calendar days, the time spent on leave does not count toward seniority accrual, except as otherwise allowed by state or federal statutes.

21.2 Seniority List: Upon request, the City will provide the Guild with a copy of the seniority for the department members. Upon request by the Guild, the Guild will be notified of changes to the list.

21.3 Loss of Seniority: An employee shall lose all seniority in the event of discharge or voluntary termination.

ARTICLE XXII - DURATION

This Agreement shall be in effect January 1, 2021, and it shall remain in full force and effect for a three-year period ending on midnight, December 31, 2023. Either party wishing to terminate, amend or modify such contract must notify the other party, in writing, during the effective period of the contract.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above mentioned and written.

CITY OF SUMNER

SUMNER POLICE GUILD

William L. Pugh, Mayor

Date

John Kaylor, President

Date

Jason Wilson, City Administrator

Date

Ken Patten, Vice President

Date

Attest:

Michelle Converse, City Clerk

Date

APPENDIX "A"—WAGES

Section 1. Wage Rates for Commissioned Personnel

General Wage Adjustments:

- a. Effective on January 1, 2021, employee base wages shall increase by 2.0%.
- b. Effective on January 1, 2022, employee base wages shall increase by 4.0%
- c. Effective on January 1, 2023, employee base wages shall be adjusted in an amount equal to 100% of CPI-U, Seattle-Tacoma-Bellevue region, June-to-June, specified by the Bureau of Labor Statistics of the United States Department of Labor, with a minimum of 1.0% and maximum of 4.5% increase.

Market Adjustments:

Effective on July 1, 2021, employees shall receive a 1.0% market adjustment increase to their base wages.

Sergeant's Pay:

On January 1, 2021, the Sergeant's premium pay shall be 18.0% above the Police Officer's top-step wage rate.

On January 1, 2023, the Sergeant's premium pay shall be 19.0% above the Police Officer's top-step wage rate.

2021 Wage Rates (effective January 1st)

<i>Base Salaries</i>	BAND	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37-47 mo.	48+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	PC1	6,169	6,475	6,801	7,147	7,504	7,893
Police Detective @ 5% above officer	PC2						8,288
Police Sergeant @ 18% above officer	PC3						9,314

2021 Wage Rates with the Market Adjustment (effective July 1st)

<i>Base Salaries</i>	BAND	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37-47 mo.	48+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	PC1	6,231	6,540	6,869	7,218	7,579	7,972
Police Detective @ 5% above officer	PC2						8,371
Police Sergeant @ 18% above officer	PC3						9,407

2022 Wage Rates (Effective January 1st)

<i>Base Salaries</i>	BAND	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37-47 mo.	48+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	PC1	6,480	6,802	7,144	7,507	7,882	8,291
Police Detective @ 5% above officer	PC2						8,706
Police Sergeant @ 18% above officer	PC3						9,783

Section 2. Deferred Compensation

The City shall contribute monthly to the Guild employee's deferred compensation plan. The City will contribute each month to deferred compensation accounts of two hundred and fifty dollars (\$250.00) with no contribution match from the Employee required.

Section 3. Flexible Spending Account

The City shall provide access to a limited section 125 Flexible Spending Account (FSA) to employees. Employees may contribute their own funds up to the plan maximum to be used for dental, vision or childcare.

Section 4. Definitions

Base Pay: The employees negotiated monthly salary. Base pay does not include any incentive or premium pays.

Regular Rate of Pay: The adjusted monthly salary including all incentive and premium pays. In articles of this Agreement that reference an hourly calculation tied to the regular rate of pay the hourly rate is based on a 2,080-hour annual work year.

Pyramiding: Premium pays don't stack. All premium pays are calculated off of the base pay. For example, education premium and seniority pay are calculated off of the base pay independently, then added to the base pay which then creates the regular rate of pay.

APPENDIX "B"—EMPLOYEE RIGHTS

to the AGREEMENT by and between the CITY OF SUMNER and the POLICE GUILD

EMPLOYEE RIGHTS

No employee shall, by reason of his employment, be deprived of any rights or freedoms which are afforded to other citizens of the United States by the United States Constitution.

Unless *Garrity* rights are administered, no employee shall be compelled by the City to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against him/herself nor in any internal investigation which could lead to a criminal charge against him/herself. Any refusal by an employee to give self-incriminating information under these conditions will not result in his termination, suspension, reprimand, transfer or any other form of disciplinary action by the City.

Section 1. Discipline and Discharge. All discipline must be based upon just cause. Any discipline shall be imposed in a manner least likely to embarrass the employee before the public or other employees. Any disciplinary action imposed upon an employee may be the basis for a grievance through the regular grievance procedure, unless otherwise provided in this Agreement.

Disciplinary actions or measures shall include the following: verbal reprimands; written reprimand or written letters of warning; suspension; demotion; or discharge. Discipline shall be progressive in nature but may be imposed at any level as determined by the severity of the conduct involved and all relevant circumstances.

Section 2. Employee Rights. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Employee Rights". The wide-ranging powers and duties given to the department and its employees involve them in all manners of contacts and relationships with the public. Of these contacts come many questions concerning the actions of employees of the force. These questions often require an immediate investigation by superior officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

- a. Whenever the Chief of Police or the designated alternate of the Chief of Police decides to conduct a formal internal affairs investigation, any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation, and advised of the rights of the employee before any interview of the employee begins. Written notice shall include sufficient information necessary to reasonably apprise the employee of the allegations of such complaint.
- b. Any interview of an employee shall be at a reasonable hour, preferably when the

employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.

- c. The interview, which shall not violate the employee's constitutional rights, shall take place at the Sumner Police Station facility, except where impractical. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Guild. Said attorney and/or representative of the Guild may be present during the interview but shall not participate in the interrogation except to counsel the employee. The Guild representative or attorney may participate to the extent permitted by law. At the conclusion of the interview, the Guild representative or attorney shall be afforded a reasonable opportunity to ask clarifying questions.
- d. The questioning shall not be overly long and the employee shall be entitled reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls and rest periods.
- e. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to obtain the resignation of the employee nor shall the employee be intimidated in any manner. No promises or reward shall be made as an inducement to answer questions.
- f. It shall be unlawful for the City to require an employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.
- g. At the employee's request, the interrogation shall be recorded on tape by management. One copy shall be provided to the Guild representative or employee. Three (3) days prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a copy of the investigation report to include a list of all exhibits, provided that the City is not required to release statements made by persons requesting confidentiality, and provided further, such confidential statements may not be relied upon to form the sole basis of discipline.
- h. **Personnel Records:** The Police Department shall maintain only one (1) working personnel file for each employee. The City Human Resources Division will retain the permanent personnel file. This does not preclude a supervisor from maintaining notes regarding an employee's performance, or the department from maintaining computerized records relating to training, promotion, assignment, or similar data.

Formal employee evaluations and records of disciplinary action resulting in demotion or the loss of time or pay in the amount of forty (40) hours or more may be retained permanently. All other records of disciplinary action may be retained in an

employee's department personnel file for a period of not more than two (2) years, provided that if an employee's personnel record indicates a pattern of similar types of discipline, all such records may be retained until a period of two (2) years has elapsed during which there has been no further disciplinary action for the same or similar behavior. Records retained in an employee's department personnel file longer than provided in this section shall be inadmissible in any proceedings concerning disciplinary action.

Upon receiving a request for all or part of a personnel file, outside of the management chain, the affected employee shall be notified of the request, and the information shall not be released for a period of three (3) business days from the time of said notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release. The City Attorney will advise the department in all matters pertaining to the release of information contained in a personnel file. Unless prohibited by law or court order, no information which has been retained in a personnel file beyond the time limits established by this contract will be released.

APPENDIX "C"—TAKE HOME VEHICLES
to the
AGREEMENT
by and between the
CITY OF SUMNER
and the POLICE GUILD

The City, as an exercise of its management rights has decided to begin a take home vehicle program for all full-time, fully commissioned, sworn officers. The City agrees to amend Sumner Police Department Policy #703 to implement the program no later than December 31, 2015. Although it is anticipated that there will be backup vehicles available, there may be an occasion due to maintenance demands, vehicle accidents, or other similar circumstances, where there may be insufficient vehicles for each officer to have a vehicle to take home. In that case, the officer would be required to obtain alternative transportation to and from the City and the officer would not be entitled to additional compensation as a result of a vehicle not being available.

SUBJECT: Rainier View Covered Court - Consultant Design Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$119,616.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract with Scope & Fee
-

STAFF CONTACT: Andrew Leach, Public Works Manager, Michael Kosa, City Engineer

SUMMARY BACKGROUND:

This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program.

After a public request for qualifications solicitation to perform the design of this project, qualifications from two (2) firms were received. City Staff reviewed the qualifications and found BCRA to be qualified to do this work. A negotiated scope and budget have been prepared with a total contract amount of \$119,616.00.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 10/6/2021

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with BCRA, in an amount not-to-exceed \$119,616.00 for the Rainier View Covered Court (CIP18-04), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

BCRA

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and BCRA, organized under the laws of the State of Washington, located and doing business at 2106 Pacific Ave, Suite 300, Tacoma, WA 98402, 253-314-0178 (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. 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, 2022.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$ 119,616.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$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: Kent McLaren, Architect, Senior Associate BCRA 2106 Pacific Ave, Suite 300 Tacoma, WA 98402 253-314-0178 kmclaren@bcradesign.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Andrew Leach, Public Works Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5714 Andrewl@sumnerwa.gov

September 30, 2021

Derek Barry, Public Works Manager
City of Sumner
1104 Maple Street
Sumner, WA 98390

Sent VIA Email: derekb@sumnerwa.gov

RE: Sport Court Shelter at Rainier View Park
15603 Meade McCumber Rd E; Sumner, WA
Revision4 - Proposal for Design Development through Project Close-out
BCRA Project No. 21057.00.00

Dear Derek:

BCRA is pleased to present the following Proposal to provide design services for your sport court shelter located at Rainier View Park, 15603 Meade McCumber Rd E in Sumner, WA.

Project Description

BCRA understands this project includes final execution of schematic design concepts completed in 2018. Services include Design Development through Project completion and Close-out.

The new sport court shelter is to be constructed over the location of the existing basketball court. The canopy will be approximately 6,000 sf in area, 60' x 100' with a clear interior height of approx. 24 feet. -to cover an NBA regulation sized basketball court. It will be built of non-combustible construction materials. The shelter will also support pickle ball courts and a volleyball court. Basketball backboards will be supported by the overhead structure, six (6) total. The roof will include daylight features. Interior LED lighting will be required, set on a timer, and security lighting activated with a motion sensor. Due to non-combustible construction type, no fire sprinkler system is included.

The gross area of new construction shall not exceed the area of the existing concrete slab, and storm water may be conveyed to existing on-site catch basins. No enhancement of the existing storm system, nor downstream analysis of storm water capacity of the municipal system is included. A small amount of new hard surfacing will be added on the south side of the court to provide ADA access from the adjacent paved pathway to the court. A cost estimate will be prepared to accompany design drawings.

Summary Scope of Services

The scope of this proposal is to provide design documentation to support permitting and a public bid process to select a General Contractor. Also included is Construction Administration Services. Consulting disciplines within this scope of work include Architecture, Structural, Civil and Electrical Engineering, and Cost Estimating. This proposal also includes a Geotechnical engineering report.

Other consultants may be required to complete the design services required for this project.

Please see the attached detailed scope of services for more information.

Fees:

Scope of Services	Architect BCRA	Civil Engineer BCRA	Structural Engineer BCRA	Electrical Engineer SAZAN	Cost Est. ACKER	Geotech Geo Eng.	Topo /Survey Lanktree	Total
20 Design Development	\$6,435 (H)	-	-	\$1,760	-	-	-	\$8,195
30 Construction Documents	\$16,430 (H)	\$14,960 (H)	\$15,900 (H)	\$4,400	\$2,083 (H)	-	-	\$53,773
40 Bid/Permitting	\$1,485 (H)	\$4,630 (H)	\$1,950 (H)	-	-	-	-	\$8,065
50 Construction Administration	\$5,480 (H)	-	\$5,600 (H)	-	-	-	-	\$11,080
50 Close-out	\$1,600 (H)	\$870 (H)	-	-	-	-	-	\$2,470
Sub-Total	\$31,430	\$20,460	\$23,450	\$6,160	\$2,083	-	-	\$83,583
999 Incidental Expenses	-	-	-	-	-	-	-	\$3,343
80 Contingent Add'l Svcs	TBD (H)	TBD (H)	TBD (H)	-	-	\$13,440	\$9,250	\$22,690
81 Mgmt Reserve	\$10,000	-	-	-	-	-	-	\$10,000
Project Total	-	-	-	-	-	-	-	\$119,616

All fees above are Fixed Fee, unless noted with an 'H'. Fees noted with an 'H' are hourly, with an estimated budget. Subconsultant fees include a 10% mark-up. Hourly rates are subject to an annual increase of \$5 per hour, effective January 1 of each year. Please see Exhibit J – Hourly Fee Breakdown Chart for fee breakdown details.

Incidental expenses cover costs for the ordinary production of the work, including normal printing and plotting, computer and software costs, and single-day travel and mileage expenses. Incidental expenses are a fixed fee, calculated at approximately 4% of the total professional services fees, and will be billed as a percent complete with the progress of the work.

Management Reserve will only be used with the approval of the City.

Overall Project Assumptions

1. BCRA's scope includes services for Architecture, Civil Engineering, Landscape Architecture, Structural and Electrical Engineering, and Cost Estimating. Client will engage additional design consultants as needed. Client to engage additional design consultants by 50% schematic design.
2. Project meetings may be in person and/or via teleconferencing as determined by project team and in accordance with CDC and state/local health recommendations
3. Client hired consultants will provide all documents including drawings, specifications, reports and other supporting documents as required relating to their specific work. Specific work scopes will be coordinated by BCRA to avoid gaps or overlap of responsibilities between disciplines.
4. Deliverables will be sent to client via electronic file exchange. Printing and delivery of hard copies will be billed as reimbursable expenses at cost plus 12% and will be sent only upon client's request.
5. Additional items not identified in the Scope of Services herein, including but not limited to additional submittals, deliverables or meetings are considered additional service. Written notice will be given to the Client and approval obtained prior to work being done.
6. The following are not anticipated or included:

- a. State and federal level permitting services beyond those described herein
 - b. Preparation of documents and presentations to governmental agencies including but not limited to: landmarks commissions, zoning boards, boards of standards and appeals, local planning boards
 - c. LEED or Sustainable Sites Initiative documentation or a design to meet specific requirements outside of local municipal code.
7. Time is not included for modifications, beyond minor adjustments, to drawings that have been previously approved or are substantially finished. This includes, but is not limited to changes to the plans, elevations, sections or details, as well as the selection of new color and materials specifications or substitution for any material previously approved.
8. This proposal does not include response to any substantive plan review comments from the City of Sumner necessary for a resubmittal / response required for permit approval.
9. Time is not included for value engineering and other owner/contractor requested document revisions beyond final Design Development Phase approval.
10. Client will address specification and procurement of outdoor furniture, fixtures and equipment (FF&E).
11. Time is not included for bid and construction RFI's that are invalid with requested information already provided in the construction documents or caused by contractor errors during construction.
12. Contractor will provide as-built documents representing revisions and field conditions.

Schedule:

The project schedule on which this proposal is based will proceed immediately upon approval of this proposal. Preconstruction services can be completed within 4 months. Permitting duration is expected to be 6 to 8 weeks and construction duration assumed to be 4 months. See Exhibit H for more detail.

Closing:

Thank you again for the opportunity to work with the City of Sumner. Once we have finalized this scope of work with you, please send us the City of Sumner's General Conditions agreement, which will govern this scope of work. Please feel free to contact me if you have any questions. We look forward to speaking with you soon.

Sincerely,



Kent McLaren, Architect
Senior Associate, BCRA

Approved:

Client Signature

Date

Attachments

- Exhibit A – Architectural Scope of Services
- Exhibit B – Civil Engineering Scope of Services
- Exhibit C – Structural Engineering Scope of Services
- Exhibit D – Electrical Engineering Scope of Services - Sazan
- Exhibit E – Consulting Scope of Services - Acker
- Exhibit F – Contingent Additional Scope of Services – Geo Engineers
- Exhibit G – Survey Scope Exhibit / Map of Park
- Exhibit H - Schedule / Milestone Worksheet
- Exhibit I – Survey / Property Summary
- Exhibit J – Hourly Fee Breakdown Chart
- Exhibit K – BCRA Billing Rate Sheet

EXHIBIT A ARCHITECTURE SCOPE OF SERVICES

Phase 20 – Design Development

Task A1 – Architecture

During this phase, BCRA will meet with the Owner to further develop coordination drawings illustrating proposed detailing, finish materials and colors and other design decisions. The following activities will be performed:

1. Coordinate with structural engineers.
2. Develop building areas and code compliance design components. Review updates required for project and budget concerns.
3. Review, coordinate and finalize building systems, performance criteria and associated products for details and specifications to include the following:
 - a. Construction type, materials and finishes
 - b. Structural Coordination
 - c. Electrical Coordination
 - d. Accessibility
4. Document Requirements of Authorities Having Jurisdiction (AHJ).
 - a. Review of codes and regulations and provide relevant information related to design
 - b. Review of plans with AHJ to verify understanding of requirements
 - c. Drawings showing code related information and how the design addresses codes and regulations

Meetings:

- *Two meetings with the Client and consultants*

Assumptions:

- *Duration for this phase will be 4 weeks*
- *Client will provide comment and/or approval within two weeks of receipt of deliverables; this is necessary to keep the project on schedule*

Deliverables:

- *Progress reports*
- *Meeting agendas and notes*
- *Abbreviated Schematic Design document set illustrating scope of restoration work*

Phase 30 – Construction Documents

Task A1 – Architecture

Upon approval of the design development documentation, prepare, for Sumner Public Works approval, a set of Contract Documents (working drawings and specifications) suitable for bidding and general construction. Develop the Construction Document drawings to the level suitable for permit submittal to the Authority Having Jurisdiction (AHJ), bidding and construction. The following activities will be performed:

1. Finalize building code summary for submittal to the AHJ.
 - a. Provide a formal and complete review comparing building data to code requirements.
 - b. Identify submission / review requirements and coordinate submissions
 - c. Construction type, materials and finishes
 - d. Civil/Site Coordination
 - e. Structural Coordination
 - f. Electrical, Coordination

2. Fully develop drawings, details, schedules and calculations necessary for permitting and construction.
 - a. Compile a coordinated set of drawings and specifications of building and systems for base requirements and add alternates
 - b. Incorporate all revisions required from the Owner at design development document level, program manager and peer reviews
3. Construction set to include drawings with bid RFI's addressed, plus final permit review comments incorporated and Client approval.
4. Quality control review to confirm documentation is compliant with codes, standards and other requirements. Resolve and document all revisions required from owner, program manager and peer review comments

Meetings:

- *Two meetings are anticipated*
- *One Final Review meeting to finalize spaces*

Assumptions:

- *Duration for this phase will be 8 weeks*
- *Client will provide approval of all drawings*
- *The following specification sections are not included:*
 - *Division 0 – by client*
 - *08 7400 Access Controls – by client's or general contractor's access control consultant*
 - *USGBC/LEED documentation and certification*
 - *Hazmat & Environmental Specs*

Deliverables:

- *Progress reports*
- *Construction Document drawings*

Phase 40 – Permitting**Task A1 – Architecture**

Prepare and submit permit documents and applications. The following activities will be performed:

1. Provide stamped plans to AHJ as required
2. Provide responses and resolve issues from AHJ comments

Time is included for 1 round of permit resubmittal and response to comments. Depending on City of Sumner plan reviewer comment rounds, additional fees may be required and will be submitted as an additional service request if needed.

Assumptions:

- *Duration for preparing permit documents is approximately 6 weeks. Duration for the overall permitting phase will depend on the City of Sumner process.*
- *Client will provide response, as needed from owner's perspective, within one week of receipt of county comments*

Deliverables:

- *Permit drawings with all AHJ required submittal documents.*
- *One round of drawing revisions per city comments.*

Phase 50 – Construction Administration

A1 – Architecture

Provide basic scope of services for Construction Administration. The following activities will be performed:

1. Respond to valid construction RFI's. Valid construction RFI's include questions for items not found in the construction documents, ASI or previous RFI answers.
2. Review only required submittals identified in the specifications. One review is included per submittal. Review of rejected and resubmitted submittals that did not comply with the specifications will be an additional service.
3. Fee is equivalent to 0.07 FTE / average 11 hrs. per month for a total of 44 hours, with an additional 12 hrs. planned for close-out requirements. Hours will vary month to month depending on the stage of construction.

Meetings:

- *None included*

Assumptions:

- *Duration for this phase will be 4 months*
- *Submittals will be answered within 5 working days of receipt by BCRA. RFI will be answered within 3 working days. Should the contractor require acceleration of these time frames to fit their schedule, an add service request for additional fees will be sent to the client for approval for the impact the acceleration has on other projects BCRA is performing CA services on.*
- *Construction administration services in Contingent Additional Services below are not included in this phase. Should it be necessary to perform these additional services, approval will be obtained and an add service request submitted in writing prior to proceeding with the work.*
- *Client will provide response, as needed from owner's perspective, within 2 business days of receipt of construction RFI's, submittals or questions*

Deliverables:

- *Updated drawings per RFI's*

Contingent Additional Services

Phase 80 – Additional Construction Administration (Services will be provided on an hourly basis)

Task A1 – Architecture

The following activities may be needed. Should it be necessary to perform these additional services, approval will be obtained and an add service request with an estimated fee will be submitted in writing prior to proceeding with the work.

1. Substitution requests during construction.
2. Additional site visits to verify punch list items if completed beyond the one scheduled substantial completion architectural site visit.
3. Accelerated schedule by the general contractor necessitating submittal responses in less than 5 working days.
4. Substitution requests causing extensive redesign of existing drawings.
5. Client requested design changes.
6. Extended construction duration beyond Contract Time.
7. Multiple reviews of corrected and/or revised submittals.

EXHIBIT B CIVIL ENGINEERING SCOPE OF SERVICES

Phase 30 – Construction Documents

Task C1 – Civil Engineering

Develop the Construction Document drawings to the level suitable for permit submittal to the City of Sumner, bidding and construction. The following activities will be performed:

1. Visit site to observe existing conditions.
2. Review survey information.
3. Coordinate with team on site layout, grading, and power service.
4. Prepare civil engineering plans for permit submittal to City of Sumner including:
 - a. Civil general notes sheet
 - b. Demolition and TESC plan
 - c. Site plan
 - d. Grading and storm drainage plan
 - e. Site construction details
5. Prepare Stormwater Site Plan for City of Sumner permit submittal including:
 - a. Storm report
 - b. Construction Stormwater Pollution Prevention Plan (SWPPP)
6. Submit 35% progress plan set to City of Sumner for review.
7. Prepare technical specifications for civil related work.
8. Quality control review to confirm documentation is compliant with codes, standards and other requirements. Resolve and document all revisions from quality control review.
9. Review civil engineering related portions of cost estimate.
10. Attend meeting with City of Sumner to review final design.

Meetings:

- *Two meetings are anticipated*

Assumptions:

- *The design will not change significantly from the schematic design package*
- *Project will be designed under the 2014 Department of Ecology Stormwater Management Manual for Western Washington as adopted by City of Sumner*
- *Duration for this phase will be 6 weeks*

Deliverables:

- *35% progress plan set*
- *Civil engineering permit documents*
 - *Plans*
 - *Stormwater Site Plan*
 - *SWPPP*
- *Technical specifications*

Phase 40 – Permitting

Task C1 – Civil Engineering

Prepare and submit permit documents and applications to the City of Sumner. The following activities will be performed:

1. Submit stamped plans and reports to City of Sumner as required.
2. Respond to comments from City of Sumner. Responses will include revisions to civil engineering plans and reports as well as written responses.
3. Prepare construction set for bid advertisement that includes final permit review comments and Public Works review comments incorporated.
4. Respond to 1 bid question

Assumptions:

- *Duration for preparing permit documents is approximately 6 weeks. Duration for the overall permitting phase will depend on the City of Sumner process*
- *Time is included for 1 round of permit resubmittal and response to comments. Depending on City of Sumner plan reviewer comment rounds, additional fees may be required and will be submitted as an additional service request if needed*

Deliverables:

- *One round of drawing revisions per city comments*
- *One bid question response*
- *Civil engineering documents for bid advertisement incorporating City of Sumner permit comments:*
 - *Plans*
 - *SWPPP*

Phase 60 – Closeout

C1 – Civil Engineering

Provide project closeout assistance. The following activities will be performed:

1. Compile final project documents.
2. Coordinate project closeout with City of Sumner.

Meetings:

- *None anticipated*

Deliverables:

- *Final project documents*

Contingent Additional Services

Phase 80 – Additional Construction Administration (Services will be provided on an hourly basis)

Task C1 – Civil Engineering

The following activities may be needed. Should it be necessary to perform these additional services, an add service request will be submitted in writing and approval obtained prior to proceeding with the work.

1. Additional site visits to verify punch list items if completed beyond the one scheduled substantial completion civil site visit.
2. Accelerated schedule by the general contractor necessitating submittal responses in less than 5 working days.

3. Client requested design changes.
4. Extended construction duration beyond Contract Time.
5. Multiple reviews of corrected and/or revised submittals.

EXHIBIT C STRUCTURAL ENGINEERING SCOPE OF SERVICES

Phase 30 – Construction Documents

Task S1 – Structural Engineering

Upon approval of the design development documentation, develop the Construction Document drawings to the level suitable for permit submittal, bidding, and construction. The following activities will be performed:

1. Coordinate building systems, performance criteria, associated details, products and specifications.
2. Confirm requirements on plans and sections are provided for major structural components.
 - a. Detail the construction type, materials and finishes
 - b. Confirm coordination with the following disciplines:
 - i. Civil/Site
 - ii. Architectural
 - iii. Electrical
 - iv. Geotechnical
3. Finish drawings, details, schedules and calculations necessary for permitting and construction. Construction documents include changes made during permitting review and will be approved by the Client.
4. We anticipate the foundation system to be conventional shallow spread footings. The city of Sumner is in an area susceptible to large static and seismic settlements. If special soil improvement and/or special foundations are required, BCRA will notify you before performing work of additional scope and fees.

Meetings:

- *Two meetings are anticipated*
- *One Final Review meeting to finalize spaces*

Assumptions:

- *Duration for this phase will be 6 weeks*
- *Client will provide approval of all drawings*

Deliverables:

- *Permit Documents*
- *Construction Documents*

Phase 40 – Permitting

Task S1 – Structural Engineering

Structural Engineer will provide a response to the City during the permitting process.

1. Respond to permit comments
2. Update drawings and calculations based on permit comments
3. Coordinate with other discipline comments

Meetings:

- *None anticipated*

Assumptions:

- *Duration for this phase is estimated to be 6 weeks*

- *Due to the unpredictable nature of agency review timelines and plan review comments, services are being quantified with estimated hours. Should it be necessary to exceed the budgeted time, approval will be obtained and an add service request submitted in writing prior to proceeding with the work.*
- *BCRA has budgeted 12 hours for this phase*
- *Client will provide response, as needed from owner and/or contractor's perspective, within one week of receipt of city comments*

Deliverables:

- *Up to one round of drawings revisions per building permit review comments*

Phase 50 – Construction Administration

Task S1 – Structural Engineering

Provide basic scope of services for Construction Administration. The following activities will be performed:

1. Respond to valid construction RFIs.
2. Review only required submittals identified in the specifications.
3. Conduct Structural site visits.

Meetings:

- *None anticipated*

Assumptions:

- *Duration for this phase will be 4 months*
- *We will perform up to 2 site visits*
- *BCRA has budgeted 44 hours for this phase. Should more hours be necessary, a written request will be given to the Client prior to proceeding with the work*
- *Client will provide response, as needed from owner and/or contractor's perspective, within 3 days of receipt of construction RFI's, submittals or questions*

Deliverables:

- *Reviewed submittals*
- *Responded RFIs*

Contingent Additional Services

Phase 80 – Additional Construction Administration (Services will be provided on an hourly basis)

Task S1 – Structural

The following services are likely to occur based on our professional experience. It is suggested that the Owner have contingency fees in place should the following be necessary to perform. BCRA will send a written request for approval prior to performing the following scope of work.

1. Provide additional CA services beyond the estimated time.
2. Substitution requests during bid and construction.
3. Review of bid and construction RFI's that are invalid with requested information already provided in the construction documents or caused by contractor errors during construction.
4. Additional site visits as requested by client and contractor.
5. Additional coordination meetings with consultants after construction start.



September 28, 2021

Kent McClaren
BCRA, Inc.
 2106 Pacific Avenue, Suite 300
 Tacoma, WA 98402

Project: Rainier View Park – Sport Court - Sumner, WA
 Subject: Sport Court Electrification
 Electrical Engineering Consulting Services

Dear Kent,

Thank you for inviting Sazan Group to submit a proposal to provide design build performance specifications for electrical engineering consulting services for the Sport Court lighting and power at the Rainier View Park Sport Court.

SCOPE OF SERVICES

- A. Sazan will provide a non-destructive, field investigation of the sport court site and the auxiliary building housing the existing electrical panel and the existing electrical systems.
- B. Provide a Design Build Performance Specification for assistance in designing the Sport Court Lighting and Power requirements.

ASSUMPTIONS AND EXCEPTIONS

- A. No drawings are anticipated.
- B. All engineering design and the Engineer of Record will be provided by the successful Electrical Contractor for the project.
- C. Electrical service to the site has capacity to accept the added electrical load. This will be verified by the Engineer of Record.
- D. Existing electrical equipment meets current codes. This will be verified by the Engineer of Record.
- E. Electrical demand metering as required per NEC for adding electrical loads to existing electrical equipment will be performed by the successful Electrical Contractor for the project.

CONSULTING SERVICES FEE

The Electrical Design Fee is offered as an hourly to a maximum fee not to be exceeded without prior authorization and is to provide a design build performance specification. If Design Review or Construction Administration services are desired, it will exceed the maximum fee noted below.

600 Stewart Street
 Suite 1400
 Seattle, Washington 98101
 Tel 206.267.1700

111 SW Fifth Avenue
 Suite 3210
 Portland, Oregon 97204
 Tel 503.416.2400

311 East Veterans Way
 Suite 102
 Tempe, Arizona 85281
 Tel 480.201.3243

sazan.com

On-Site, Nondestructive Electrical Field Investigation 8 hours x \$200 / hr.	\$1,600
Electrical Design Build Performance Specification 20 hours x \$200 / hr.	\$4,000
Total Fee:	\$5,600

We appreciate the opportunity to provide engineering consultant services.

Sincerely,

Säzän Group, Inc.



Niels Fallisgaard
Senior Project Manager



Bill Acker Consulting Services*Information Generated from Practical Experience in the Current Market Place*

PHONE (360) 895-1756 • FAX (360) 874-2062

P.O. BOX 1213

GIG HARBOR, WA 98335

LICENSE I.D. #601 251 567

July 19, 2021

BCRA
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

Dear Kent McLaren:

Thank you for considering the use of my estimating services on a contract documents level estimate and review for a new covered courts shelter at Rainier View Park in Sumner, WA. My proposed fee budget would be 15 hours x \$124.00 per hour, or \$1,860.00, based on an hourly not-to-exceed basis, where the invoice could come in less depending on how smooth things go but would not exceed \$1,860.00. Full construction costs would be covered, including both the building shelter and accompanying site work.

I thank you again for the consideration. Please do not hesitate to call if you have any questions, or additional information is desired.

Sincerely,



Bill Acker

Bill Acker Consulting Services



1101 South Fawcett Avenue, Suite 200
Tacoma, Washington 98402
253.383.4940

August 19, 2021

BCRA
2106 Pacific Avenue
Tacoma, Washington 98402

Attention: Ben Dort PE, LEED AP

Subject: Proposal
Geotechnical Engineering Services
Rainier View Park Play Shelter
Sumner, Washington
File No. 0588-017-00

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal to provide geotechnical engineering services to support design and construction of the proposed Rainier View Park Play Shelter. The project site is located at 15603 Meade McCumber Road East in Sumner, Washington. Our understanding of the project is based on information provided including a schematic design package dated July 3, 2018 and our conversations with you.

The project scope includes construction of a steel-framed play shelter located in the area of Rainier View Park currently developed with a concrete basketball court. We understand that a new multi-sport play court will be constructed under the shelter. The proposed structure will likely be supported on shallow spread footing foundations. Stormwater infiltration facilities may be constructed as part of the project and if included, would likely consist of permeable pavement areas. Stormwater facilities will be designed in accordance with the 2014 Department of Ecology Stormwater Management Manual for Western Washington (SWMMWW), which has been adopted by the City of Sumner.

Based on our experience in the area, the project site is likely underlain by alluvial soils, which locally can contain soft silt and peat. These materials are highly compressible and could settle under the weight of the proposed structure. To characterize soil conditions within the typical zone of influence of lightly loaded shallow foundations and investigate if peat or other compressible materials are present, we recommend that test pits be completed at the site.

SCOPE OF SERVICES

The purpose of our services is to complete subsurface investigations to use as a basis for developing geotechnical recommendations to support design and construction of the project. Our specific scope of services includes:

1. Review existing in-house information on subsurface conditions at the site and in the project vicinity.
2. Mark out and stake potential test pit locations and coordinate clearance of existing utilities. We will contact the “One-Call Underground Utility Locate Service” prior to beginning explorations. We will also hire a private utility locate service to sweep the work area to check for conductible utilities not identified during the “One-Call” process.
3. Explore subsurface conditions at the site by excavating four test pits in the area of the proposed play shelter. Excavation of the test pits will be completed using a rubber tired backhoe subcontracted to GeoEngineers.
4. Perform laboratory tests on selected soil samples obtained from the test pits. Laboratory testing is expected to consist of moisture content determinations, organic content determinations, Atterberg Limit tests and grain-size analyses.
5. Provide a summary of site soil and groundwater conditions based on our review, explorations and testing.
6. Provide our opinion on suitable seismic design criteria based on the 2018 International Building Code (IBC) guidelines, including site class. We will also provide our opinion on the risk of liquefaction, lateral spreading and surface fault rupture occurring at the site. We will provide a qualitative assessment of liquefaction risk, based on our experience in the project area. A quantitative liquefaction assessment is beyond the scope of this proposal.
7. Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary slopes, estimated stripping and clearing depths, subgrade preparation, fill placement and compaction requirements, suitability of on-site material for use as structural fill, import fill requirements, wet weather considerations, groundwater handling and site drainage.
8. Provide design recommendations for shallow foundations. We will provide bearing surface preparation recommendations (including overexcavation depth, if necessary), minimum recommended size, allowable bearing pressures, estimates of settlement based on projected loads, and allowable passive soil pressures and friction for resisting lateral loads.
9. Provide design considerations for slab-on-grade design, including subgrade preparation, modulus of subgrade reaction and capillary break thickness and materials.
10. Provide a discussion of suitability of site soils for stormwater infiltration, including preliminary estimates of long-term design infiltration rates based on grain size correlations and the criteria described in the SWMMWW.
11. Provide layer thickness recommendations for permeable asphalt concrete and permeable cement concrete pavement sections. We will include pavement sections recommendations for pedestrian and driveway areas.

12. Prepare a geotechnical report presenting our findings, conclusions and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and appropriate engineering figures.

METHODOLOGY

We will notify you or preferred team member(s) of our field schedule and anticipated exploration dates. The explorations will be performed under the direction of one of our engineers or geologists. Our representative will locate the explorations, maintain detailed logs of the explorations and obtain representative samples of the various materials encountered. Samples will be returned to our office for additional examination and laboratory analysis.

Completing the test pits will cause disturbance to the site. We will attempt to limit our impact to the ground surface during excavation activities; however, ground disturbance should be expected. Test pit excavations will be on the order of 2 feet wide and 4 feet long and will extend to around 10 feet below ground surface. Our budget does not include restoration of landscaping disturbed as the results of test pit activities. Material generated during excavation will be used to backfill the excavation. A hoe-pack will be used to compact the backfill.

SCHEDULE, TERMS AND FEE ESTIMATE

We are prepared to begin scheduling and planning the explorations immediately upon authorization to proceed. We estimate we can mobilize to the site and complete the explorations within about two weeks of authorization. Our report will be complete approximately two to three weeks after completion of the geotechnical fieldwork. We will be prepared to discuss our conclusions and preliminary recommendations about one week after completing our laboratory testing. We will notify you and/or members of the team of our preliminary findings and opinions as we proceed through the exploration and design phases of the project.

We propose to conduct our services on a time-and-expense basis in accordance with our General Conditions and Schedule of Charges, copies of which are attached and form part of this agreement. Please read the attached documents and contact us if you have any questions or wish to modify the terms. The table below summarizes our fee estimate for the tasks described above. Ultimately, we will keep you informed of the budget status and not exceed this budget without informing you of the circumstances involved and receiving your prior approval.

Description of Services
Project management, field work, subcontractor coordination
Laboratory testing
Geotechnical analysis and report preparation
Subcontracted excavation services
Subcontracted utility locate services

We appreciate the opportunity and look forward to providing services to you on this project. Please contact us if you have any questions concerning this proposal.

Respectfully Submitted,
GeoEngineers, Inc.

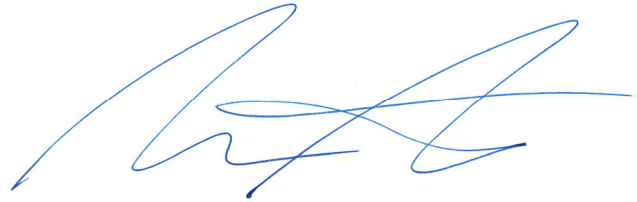


Brett E. Larabee, PE
Senior Geotechnical Engineer

BEL:MM:tt

Attachments:

Schedule of Charges – Redmond-Seattle-Tacoma 2021



Morgan McArthur, PE
Associate Geological Engineer

Schedule of Charges – 2021

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Scientist	\$	120/hour
Staff 1 Engineer	\$	127/hour
Staff 2 Scientist	\$	138/hour
Staff 2 Engineer	\$	145/hour
Staff 3 Scientist	\$	158/hour
Staff 3 Engineer	\$	164/hour
Scientist 1	\$	182/hour
Engineer 1	\$	188/hour
Scientist 2	\$	188/hour
Engineer 2	\$	193/hour
Senior Engineer/Scientist 1	\$	210/hour
Senior Engineer/Scientist 2	\$	231/hour
Associate	\$	246/hour
Principal	\$	266/hour
Senior Principal	\$	293/hour

Technical Support Staff

Administrator 1	\$	86/hour
Administrator 2	\$	98/hour
Administrator 3	\$	112/hour
CAD Technician	\$	110/hour
CAD Designer	\$	126/hour
CAD Design Coordinator	\$	145/hour
GIS Analyst	\$	145/hour
Senior GIS Analyst	\$	160/hour
GIS Coordinator	\$	180/hour
*Technician	\$	93/hour
*Senior Technician	\$	112/hour
*Lead Technician	\$	120/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Sparging Field Test, per day	\$	100.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day	\$	100.00
Asbestos Sample Kit	\$	25.00
Blastmate, per day	\$	100.00
D&M Sampler, per day	\$	80.00
DO (Dissolved Oxygen) Kit	\$	20.00
Dynamic Cone Penetrometer, per day	\$	40.00
E-Tape (Electric Tape), per day	\$	25.00
Field Data Acquisition Equipment	\$	50.00
Field Gear / Reconnaissance, per day	\$	50.00
Gas Detection Meters, per day	\$	100.00
Generator, per day	\$	100.00
Groundwater Pressure Transducer w/ Datalogger, per day	\$	50.00
Groundwater Pressure Transducer w/ Datalogger, per week	\$	200.00
Hand Auger, per day	\$	20.00
Inclinometer Probe, per day, 1/2 day minimum	\$	200.00
Interface Probe, per day	\$	50.00
Iron Test Kit	\$	20.00
Laser Level, per day	\$	50.00
Low Flow Groundwater Sampling Equipment, per day	\$	225.00
Multiparameter Water Quality Meter, per day	\$	80.00
Nuclear Density Gage, per hour, 1/2 day minimum	\$	10.00
Peristaltic Pump, per day	\$	50.00
pH Probe, per day	\$	15.00
PID, FID or OVA, per day	\$	100.00
Saximeter, per day	\$	50.00
Scuba Diving Gear, per day/per diver	\$	250.00
Shallow Soil Exploration Equipment, per day	\$	50.00
Soil Field Screening Equipment, per day	\$	15.00
Soil Sample Kit	\$	15.00
Steam Flow Meter, per day	\$	15.00
Strain Gauge Readout Equipment, per day	\$	50.00
Surface Water Flow Meter, per day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per day	\$	50.00
Turbidity Meter, per day	\$	30.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$	0.65

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

All rates are subject to change upon notification.

Laboratory Schedule of Charges – 2021

Type of Test	Unit Price
Soil Index and Classification Tests	
Soil Description (ASTM D 2488)	\$ 16
Moisture Content	
Oven (ASTM D 2216)	\$ 20
Moisture/Density (ASTM D 7263, D 2937)	
Rings	\$ 40
Shelby Tubes, waxed chunk	\$ 50
Tubes (liners), chunk	\$ 50
Particle Size Analysis	
Percent Passing No. 200 (ASTM D 1140)	\$ 90
Sieve (ASTM D 422, D 6913, C 136 includes minus 200 Wash, Dry Sieve)	\$ 130
Gravel Sieve (ASTM D 422, D 6913, C 136 includes minus 200 Wash, Dry Sieve)	\$ 200
Hydrometer Only (ASTM D 422, minus #10 fraction)	\$ 160
Combined Sieve and Hydrometer (ASTM D 422-63)	\$ 260
Combined Gravel Sieve and Hydrometer (ASTM D 422-63)	\$ 330
Organic Content (ASTM D 2974)	\$ 80
Specific Gravity (ASTM D 854)	\$ 90
Atterberg Limits (ASTM D 4318)	\$ 190
Nonplastic	\$ 120
Organic	\$ 100
Porosity (includes Moisture Content, Dry Density, and Specific Gravity) (ASTM D 7263)	\$ 130
Compaction (ASTM D 698/D 1557, AASHTO T 99/T 180, Methods A, B and C)	
Granular/Cohesive (1 Point)	\$ 110
Granular (4 Point)	\$ 285
Cohesive (4 Point)	\$ 300
Shrinkage Factors of Soils by Wax Method (ASTM D 4943)	\$ 70
Strength and Consolidation Tests	
Triaxial Compression	
Unconfined Comp. Strength – UCS (ASTM D 2166)	\$ 130
Unconsolidated Undrained – UU (ASTM D 2850)	\$ 250
Unconsolidated Undrained (back pressure saturation)	\$ 480
Consolidated Undrained – CU (ASTM D 4767) with pore pressure measurement	\$ 600
Consolidated Drained – CD (Army Corps of Engineers EM 1110-2-1906 Appendix X)	\$ 650
Consolidated Undrained or Consolidated Drained (3 points, staged)	\$ 1,500
Consolidation (ASTM D 2435)	
With 2 timed load increments	\$ 650
Additional timed load increments, each	\$ 60
Constant Rate of Strain Consolidation (ASTM D 4186)	\$ 675
One-Dimensional Swell (ASTM D 4546)	
Method A	\$ 1,200
Method B	\$ 450
Method C	\$ 650
CBR, 1 point with Proctor (ASTM D 1883)	\$ 500
Additional points, each	\$ 150
Corrosion Tests	
Soil Resistivity (ASTM G 187)	\$ 65
pH of Soil (ASTM D 4972 / G 51)	\$ 40
Soluble Sulfates (US EPA 375.4)	\$ 50
Sulfides	\$ 45
Ductile Iron Pipe Research Association 10 Point Soil Evaluation Procedure (ANSI/ANSW C105/A21.5). Includes evaluation of resistivity, pH, Redox potential, sulfides and moisture)	\$ 155

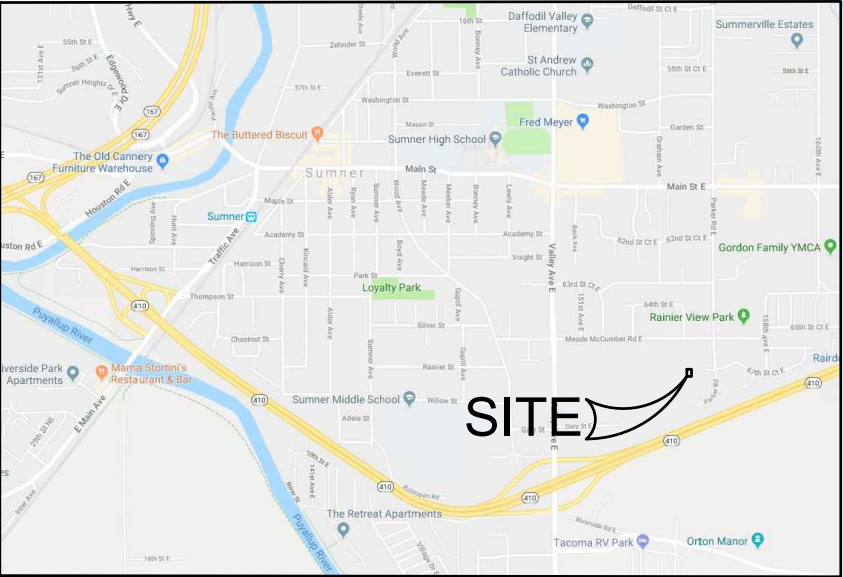
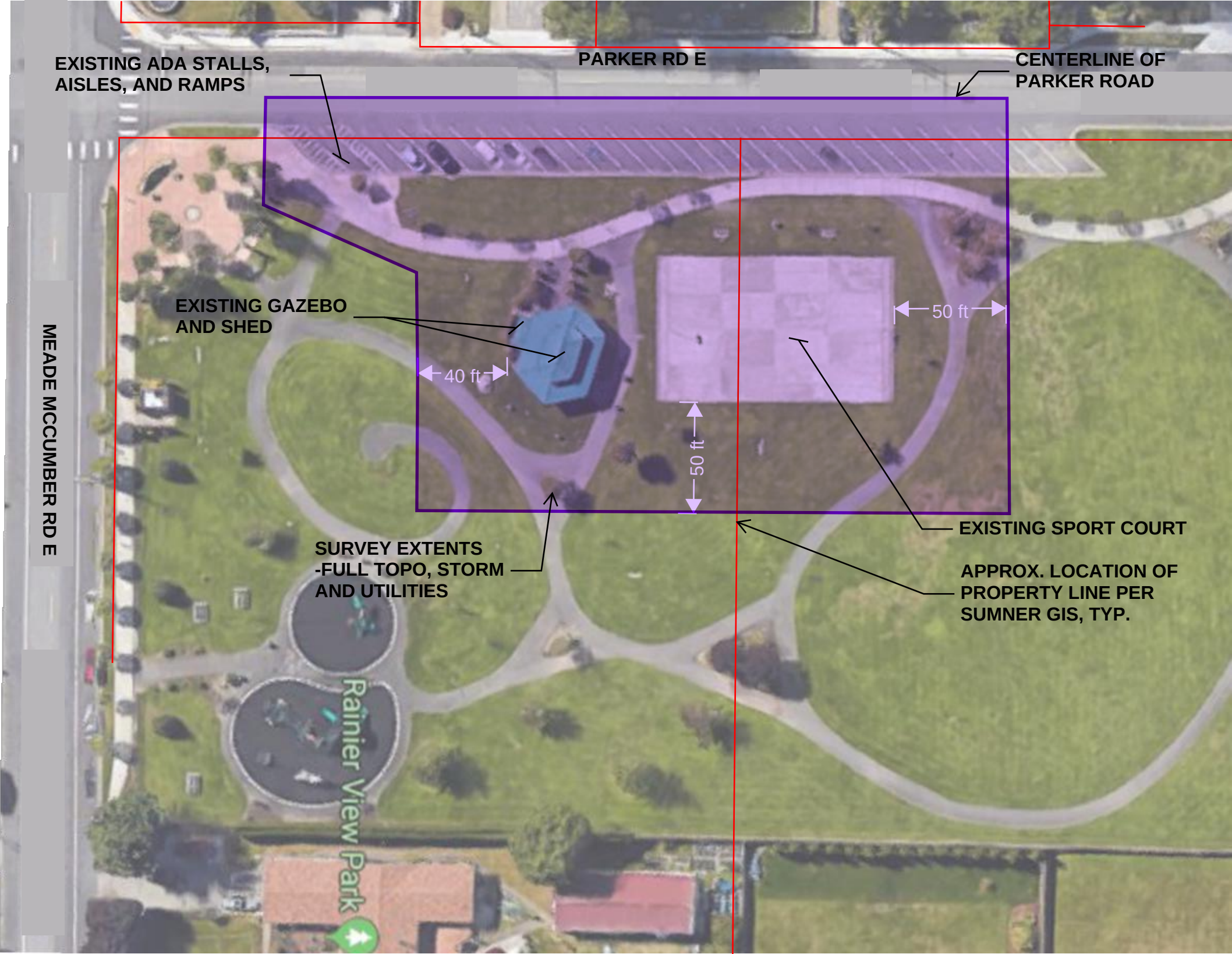
Type of Test	Unit Price
Permeability Tests	
Constant or falling head in rigid wall permeameter (ASTM D 2434, D 5856)	\$ 325
In triaxial cell with back pressure saturation (ASTM D 5084)	\$ 700
Soil Sample Preparation	
Extrusion – Extrude and log (visual classification) Shelby tube sample	\$ 65
Remolding – Remolding a soil sample to desired moisture and density	\$ 42 - 105
Soil – Cement/Lime Treatment	\$ Hourly - negotiated
Aggregate and Rock Tests	
Unconfined Compression Test (ASTM D 7012)	
One test only	\$ 120
More than one test	\$ 100
Percent of Fracture (WSDOT 103)	\$ 60
Sand Equivalent (AASHTO T 176)	\$ 90
Specific Gravity, Fine/Coarse Aggregate (ASTM C 127, C 128)	\$ 75/120
Point Load Test or Rock Core (ASTM D5731)	\$ 75
Concrete, Mortar and Grout Tests	
Concrete Cyl (strip, log, cure, break, report)	\$ 35
Mortar Cyl (strip, log, cure, break, report)	\$ 35
Grout Cyl (strip, log, cure, break, report)	\$ 35
Grout Cubes (strip, log, cure, break, report)	\$ 30

*Please contact us regarding test procedures which are not listed or for tests on contaminated soils. Negotiated unit rates or hourly rates will be charged for these procedures.

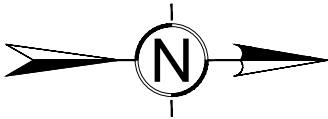
**Not WABO-certified.

Rainier View Park Sport Court Shelter

SURVEY SCOPE EXHIBIT



VICINITY MAP
NTS



SCALE: 1"=50'

Milestone Worksheet – Development Projects

Project Number	20-1231 D
Project Name	Rainier View Covered Court
Sponsor Name	City of Sumner

The milestone worksheet is used by RCO to create the starting and ending dates for your project and to identify important project milestones that will help make sure your project stays on schedule. They should be realistic, attainable, and allow for quick implementation and expenditure of grant funds.

Instructions:

1. In the Target Date column, identify the estimated date that you expect to complete the milestone. If the milestone has already been completed put in the date it was completed. If it is not applicable to your project please do not delete the milestone; rather, put N/A.
2. Use the Comments/Description column if needed to write notes that will assist in describing the milestone. Examples are: permits in hand; property acquired under a RCO waiver; in-water work window; etc.
3. Attach this document to your project in PRISM and select the “Milestones” attachment type.

Milestone	Target Date	Comments/Description
Project Start	Aug. 2021	
Design Initiated	Aug. 2021	
60% Plans to RCO	May 2022	
Applied for Permits	June 2022	
SEPA/NEPA Completed	Oct. 2022	
All Bid Docs/Plans to RCO	Oct. 2022	
Bid Awarded/Contractor Hired	Feb. 2023	
Construction Started	Mar. 2023	
50% Construction Complete	May 2023	
90% Construction Complete	Jul. 2023	
Construction Complete	Oct. 2023	
Funding Acknowledgement Sign Posted	Dec. 2023	
Proposed Agreement End Date	Dec. 2023	

NOTE that when writing the project agreement, RCO will add a few other milestones such as Progress Reports, Billings, Inspections and Final Report. Special Conditions will also be added if applicable.



Lanktree Land Surveying, Inc.
 25510 74th Avenue South
 Kent, WA 98032
 (253) 653-6423
 www.lanktreelandsurveying.com

August 12, 2021
 Email: BDort@bcradesign.com

Ben Dort
 BCRA Design
 2106 Pacific Avenue, Suite 300
 Tacoma, WA 98402

RE: Topographic Survey Pierce County Parcel Tax Parcel 05203202055 & 2056
 Containing Approximately 1.95 & 1.90 Acres
 (LLS Project# 4867)

Dear Ben:

As requested, Lanktree Land Surveying, Inc. is submitting this proposal for a Boundary and Topographic Survey. We will provide the following scope of work:

The below proposal covers work performed in the capacity of a surveyor. Other design professionals, such as Civil Engineer, Environmental Consultants, Geotechnical Engineer or others may be required for design and/or studies required by the reviewing jurisdiction.

Boundary Survey: Lanktree Land Surveying, Inc. will show Boundaries and Right-of-Ways per available records. For the purposes of this survey, it is assumed that access has been arranged with appropriate parties

Topographic Survey: Lanktree Land Surveying, Inc. will survey the topography and observable improvements within the outlined extents shown on Exhibit provided by email on 8/12/2021. We will also survey the locations of existing trees in accordance with primary reviewing jurisdiction requirements. Marking placed by subconsultants prior to the start of the survey will be located, e.g., wetland flags, soil test pits, and septic test pits. The Topographic Survey will be prepared using NAVD88 vertical datum as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 1-foot contour interval in sufficient detail for your engineer, planner, and subconsultants to determine slope gradients as may be required by the primary reviewing jurisdiction. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, aboveground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible. The topographic survey will be prepared on AutoCAD format and a hard copy provided.

Revisions or additional documentation as required by the client, project manager, client's other consultants, attorney or reviewing authority.

Utility Locates: Lanktree Land Surveying, Inc. will contact the private utility locate company and coordinate the locating of the underground utilities prior to commencement of the survey. The locate company will locate conductible utilities. Wet utilities not observable from the surface will require a more detailed locate using different technology and is not part of this proposal.

Project Management: For the purposes of this proposal, it is assumed that client or client's other consultants will prepare submittal packages, submit for jurisdictional reviews, attend meetings and coordinate other consultants where needed. Upon request, Lanktree Land Surveying Inc. can perform these types of tasks on a time and expenses basis per the attached rate sheet.

Arborist Notice: Land Surveyors are not experts at detailed tree species identification (Latin names, genus, etc.) or classification of exceptional trees. For this, an Arborist will be needed to prepare a tree report. It is recommended that if tree report is needed, that you enlist the services of a qualified arborist and have a tree survey done and trees tagged with Arborist's numbers pre-survey. When the Arborist report is completed, Lanktree Land Surveying Inc. can add the Arborist designations to the final Boundary and Topographic Survey for use by client and client's consultants. If requested, Lanktree Land Surveying Inc. can refer a qualified Arborist.

Phone calls, Meetings, Emails and other Consulting Services will be billed on a time and expenses basis in 0.25-hour increments. Fees assume project will progress from start until all work has been completed. Fees are subject to change proportional to annual rate changes.

Lanktree Land Surveying Inc. makes no guarantees that the project will be accepted by reviewing jurisdiction. Additional research may be needed throughout the course of the project as more information is collected, and upon request would fall under the Project Management/Planning scope of this proposal.

If this proposal is acceptable to you, please acknowledge acceptance of the terms and conditions of this contract by signing the enclosed copy of this letter and the enclosed Standard Provisions and Agreement and Contract Addendum in the appropriate spaces and return them to our office. **Please be sure that each page of the Standard Provisions and Agreement and Contract Addendum is signed and initialed where required.**

Should you have any questions or would like to discuss this proposal in further detail, please feel free to contact me. We appreciate the opportunity to provide our services to your company and look forward to working with you on this project. **Visit our web site at www.lanktreelandsurveying.com to learn more about our company and to see what other services we offer.**

Sincerely,

Trevor S. Lanktree, P.L.S.
President

FEE SCHEDULE FOR EXTRA WORK REQUESTS NOT WITHIN SCOPE OF WORK

As of January 2021, to be reviewed and subject to revision annually and subject to change based on Regulatory Pay Rates of specific projects

Professional Fees

Professional Land Surveyor	\$136.00/Hour
Project Manager	\$120.00/Hour
Expert Witness	\$375.00/Hour

Reimbursable Expenses

Cost+10%	
Mileage \$0.60/per mile	

Professional Fees

Administration	\$72.00/Hour
Survey Technician	\$115.00/Hour
1-Man Survey Crew	\$162.00/Hour
Additional Crew Member	\$45.00/Hour

Prevailing Wage Projects (Bid 3/2021-8/2021)

Project Manager	\$120.00/Hour
Party Chief	\$176.38/Hour
Additional Crew Member	\$165.89/Hour

Pierce County Assessor-Treasurer
Property Summary

XXX MEADE MCCUMBER RD E

SUMNER CITY OF
0520302056

Tax Description

Section 30 Township 20 Range 05 Quarter 21 PARCEL "A" OF DBLA 2005-05-10-5006 DESC AS FOLL COM AT NE COR OF NW TH W 206 FT TH N 13.26 FT TH W 433.16 FT TO E R/W LI OF PARKER EXTENSION CO RD TH S 270.13 FT TO POB TH E 314.5 FT TH S 270 FT TO N LI OF MEADE-MCCUMBER RD TH W ALG SD N LI 314.5 FT TO E LI SD PARKER EXTENSION CO RD TH N ALG SD E LI 270.14 FT TO POB EXC POR DESC AS FOLL BEG AT NE COR OF ABOVE DESC PARCEL TH S 270 FT TO N LI OF MEADE-MCCUMBER RD TH W ALG SD N LI 5.24 FT TH N 2.17 FT TO A WOOD FENCE POST TH CONT N ALG WIRE FENCE 27.01 FT TO A WOOD FENCE POST TH N 02 DEG 30 MIN 52 SEC E ALG SD WIRE FENCE 18.24 FT TO A WOOD FENCE POST BEING TERMINUS OF SD FENCE TH N 205.24 FT TO A WOOD FENCE POST TH N ALG A 6 FT WOOD FENCE 17.45 FT TO N LI OF SD PARCEL TH E ALG AFORESAID N LI 2.88 FT TO POB DC08-22-05GJ

Property Details

Parcel Number 0520302056
Site Address XXX MEADE MCCUMBER RD E
Account Type Real Property
Category Land and Improvements
Use Code 7600-PARKS

Taxpayer Details

Taxpayer Name SUMNER CITY OF
Mailing Address 1104 MAPLE ST STE 245
SUMNER, WA
98390-1407

Appraisal Details

Land Economic Area 030203
Value Area PI6
Appr Acct Type Residential
Business Name
Last Inspection 11/25/2019-Physical Inspection
Appraisal Area 03

Related Parcels

Group Account Number n/a
Located On n/a
Associated Parcels n/a

Assessed Value

Value Year	2021	Assessed Total	289,700
Tax Year	2022	Assessed Land	289,700
		Assessed Improvements	0
Taxable Value	0		
Tax Code Area	117	Current Use Land	0
Tax Code Area Rate	0	Personal Property	0
Notice of Value Mailing Date	06/25/2021		

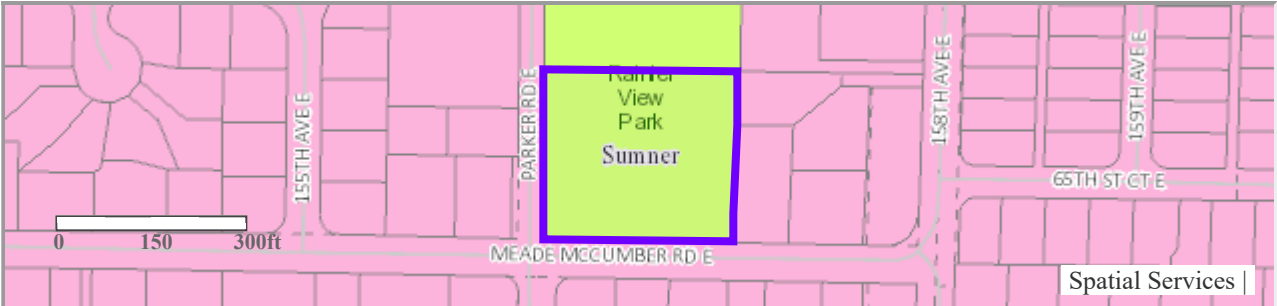
Assessment Details	Tax Amounts Due		
2021 Values for 2022 Tax			
Taxable Value	\$0		
Assessed Value	\$289,700		
Tax Year	Minimum Due	Total Due	
TOTAL	0.00	0.00	

Property Tax Exemptions	
Tax Year	2022
Type	Municipal Corp and Misc Taxing Districts
Expiration Date	n/a
Tax Year	2021
Type	Municipal Corp and Misc Taxing Districts
Expiration Date	n/a

Land Details	
Land Economic Area	030203
RTSQQ	05-20-30-21
Value Area	PI6
Square Footage	83,826
Acres	1.924
Front Foot	0
Electric	Power Available
Sewer	Sewer/Septic No
Water	Water Available

Sales History	
SALE DATE	06/01/1998
ETN	0970134
PARCEL COUNT	1
GRANTOR	KENNEDY FAMILY TRUST
GRANTEE	SUMNER CITY OF
SALE PRICE	120,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	Exempt for taxatn Gov nonprof

Map



Pierce County Assessor-Treasurer
Property Summary

XXX PARKER RD E

CITY OF SUMNER
0520302055

Tax Description Section 30 Township 20 Range 05 Quarter 21 : COM AT 1/4 COR IN N LI OF SEC TH S 89 DEG 56 MIN 33 SEC W 206 FT TH N 00 DEG 03 MIN 27 SEC W 13.26 FT TH S 89 DEG 56 MIN 33 SEC W 118.56 FT TO POB TH CONT S 89 DEG 56 MIN 33 SEC W 314.50 FT TO E R/W LI OF PARKER EXT CO RD TH S 00 DEG 09 MIN 58 SEC W ALG SD E R/W LI PARKER EXT CO RD 270.13 FT TH N 89 DEG 55 MIN 59 SEC E 314.50 FT TH N 00 DEG 09 MIN 58 SEC E 270 FT TO POB																															
Property Details Parcel Number 0520302055 Site Address XXX PARKER RD E Account Type Real Property Category Land and Improvements Use Code 7600-PARKS		Taxpayer Details Taxpayer Name CITY OF SUMNER Mailing Address 1104 MAPLE ST STE 245 SUMNER, WA 98390-1407																													
Appraisal Details Land Economic Area 030203 Value Area PI6 Appr Acct Type Residential Business Name Last Inspection 11/25/2019-Physical Inspection Appraisal Area 03		Related Parcels Group Account Number n/a Located On n/a Associated Parcels n/a																													
Assessed Value <table border="0"><tr><td>Value Year</td><td>2021</td><td>Assessed Total</td><td>290,800</td></tr><tr><td>Tax Year</td><td>2022</td><td>Assessed Land</td><td>290,800</td></tr><tr><td></td><td></td><td>Assessed Improvements</td><td>0</td></tr><tr><td>Taxable Value</td><td>0</td><td></td><td></td></tr><tr><td>Tax Code Area</td><td>117</td><td>Current Use Land</td><td>0</td></tr><tr><td>Tax Code Area Rate</td><td>0</td><td>Personal Property</td><td>0</td></tr><tr><td>Notice of Value Mailing Date</td><td>06/25/2021</td><td></td><td></td></tr></table>				Value Year	2021	Assessed Total	290,800	Tax Year	2022	Assessed Land	290,800			Assessed Improvements	0	Taxable Value	0			Tax Code Area	117	Current Use Land	0	Tax Code Area Rate	0	Personal Property	0	Notice of Value Mailing Date	06/25/2021		
Value Year	2021	Assessed Total	290,800																												
Tax Year	2022	Assessed Land	290,800																												
		Assessed Improvements	0																												
Taxable Value	0																														
Tax Code Area	117	Current Use Land	0																												
Tax Code Area Rate	0	Personal Property	0																												
Notice of Value Mailing Date	06/25/2021																														

Assessment Details		Tax Amounts Due	
2021 Values for 2022 Tax			
Taxable Value	\$0	Tax Year	Minimum Due
Assessed Value	\$290,800	TOTAL	Total Due
		0.00	0.00

Taxable Value	\$0
Assessed Value	\$290,800

Tax Year	Minimum Due	Total Due
TOTAL	0.00	0.00

Property Tax Exemptions	
Tax Year	2022
Type	Municipal Corp and Misc Taxing Districts
Expiration Date	n/a
Tax Year	2021
Type	Municipal Corp and Misc Taxing Districts
Expiration Date	n/a

Tax Year	2021
Type	Municipal Corp and Misc Taxing Districts
Expiration Date	n/a

Land Details	
Land Economic Area	030203
RTSQQ	05-20-30-21
Value Area	PI6
Square Footage	84,942
Acres	1.95
Front Foot	0
Electric	Power Available
Sewer	Sewer/Septic No
Water	Water Available

Sales History

Sales History Sorry, no sales available for display

Map

0 100 200ft

Spatial Services |



Architecture Fee Breakdown by hours

Phase	Project Mananager		Job Captain		Construction Specialist		Administration		Total
	185/hr		105/hr		195/hr		115/hr		
	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	
20 Design Development	8	\$1,480	32	\$3,360	7	\$1,365	2	\$230	\$6,435
30 Construction Documents	18	\$3,330	84	\$8,820	19	\$3,705	5	\$575	\$16,430
40 Bid / Permit	4	\$740	6	\$630	0	\$0	1	\$115	\$1,485
50 Construction Administration	6	\$1,110	32	\$3,360	4	\$780	2	\$230	\$5,480
60 Close-Out	4	\$740	6	\$630	0	\$0	2	\$230	\$1,600
Total hours by employee type	40		160		30		12		
Project Total									\$31,430

Civil Fee Breakdown by hours

Phase	Project Mananager		Civil Engineer		Civil Designer		CAD Technician		Total
	205/hr		145/hr		105/hr		125/hr		
	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	
30 Construction Documents	11	\$2,255	42	\$6,090	38	\$3,990	21	\$2,625	\$14,960
40 Bid / Permit	4	\$820	4	\$2,030	1	\$1,155	5	\$625	\$4,630
60 Close-Out	0	\$0	6	\$870	0	\$0	0	\$0	\$870
Total hours by employee type	15		52		39		26		
Project Total									\$20,460

Structural Fee Breakdown by hours

Phase	PM/ Structural Engineer		Structural Designer		Total
	175/hr		125/hr		
	Hrs.	Fee	Hrs.	Fee	
30 Construction Documents	68	\$11,900	32	\$4,000	\$15,900
40 Bid / Permit	4	\$700	10	\$1,250	\$1,950
50 Construction Administration	32	\$5,600	0	\$0	\$5,600
Total hours by employee type	104		42		
Project Total					\$23,450



2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

2021 BILLING RATES

<u>Staff Category</u>	<u>Billing Rate</u>
Staff 14	\$ 275
Staff 13	\$ 225
Staff 12	\$ 205
Staff 11	\$ 195
Staff 10	\$ 185
Staff 9	\$ 175
Staff 8	\$ 165
Staff 7	\$ 155
Staff 6	\$ 145
Staff 5	\$ 135
Staff 4	\$ 125
Staff 3	\$ 115
Staff 2	\$ 105
Staff 1	\$ 95

**Rates are subject to an annual increase of \$5 per hour, effective January 1 each year.*

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

BCRA

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: Public Hearing - Sumner Highschool Modernization Project Rights of Way Vacation**CATEGORY:** Public Hearings

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Sumner-Bonney Lake School District Right-Of-Way Vacation Map
2. Legal Descriptions

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

As part of the Sumner High School Modernization Project, the Sumner-Bonney Lake School District entered into a Development Agreement with the City. The Development Agreement required the SBLSD to petition to vacate four separate sections of right of way within the project footprint, and the City agreed to process the petition consistent with code and state law. On July 15, 2021, the SBLSD submitted the complete petition package. There are four sections of right of way proposed to be vacated: (1) the alley adjacent to Washington Street; (2) the Mason Street Alley; (3) The West Main Street Triangle ROW and (4) the East Main Street Triangle ROW. All are shown in blue on the site map attached. The City does not currently utilize or maintain these areas of right of way, however there are public utilities lying on or beneath three of the sections that the City will require easements for prior to the effective date of any future vacation. The City proposes vacating all requested right of way sections free of charge, in consideration of the fact that the City has not incurred costs related to acquisition or maintenance of the right of way areas. On September 20, 2021, Council passed Resolution 1595 setting tonight's public hearing, after which time staff published notice. Tonight's public hearing is in compliance with RCW 35.79.020, and is an opportunity to hear from the public regarding the School District's right of way petition.

In addition to tonight's public hearing, as of October 18, the following citizens contacted the City with comments:

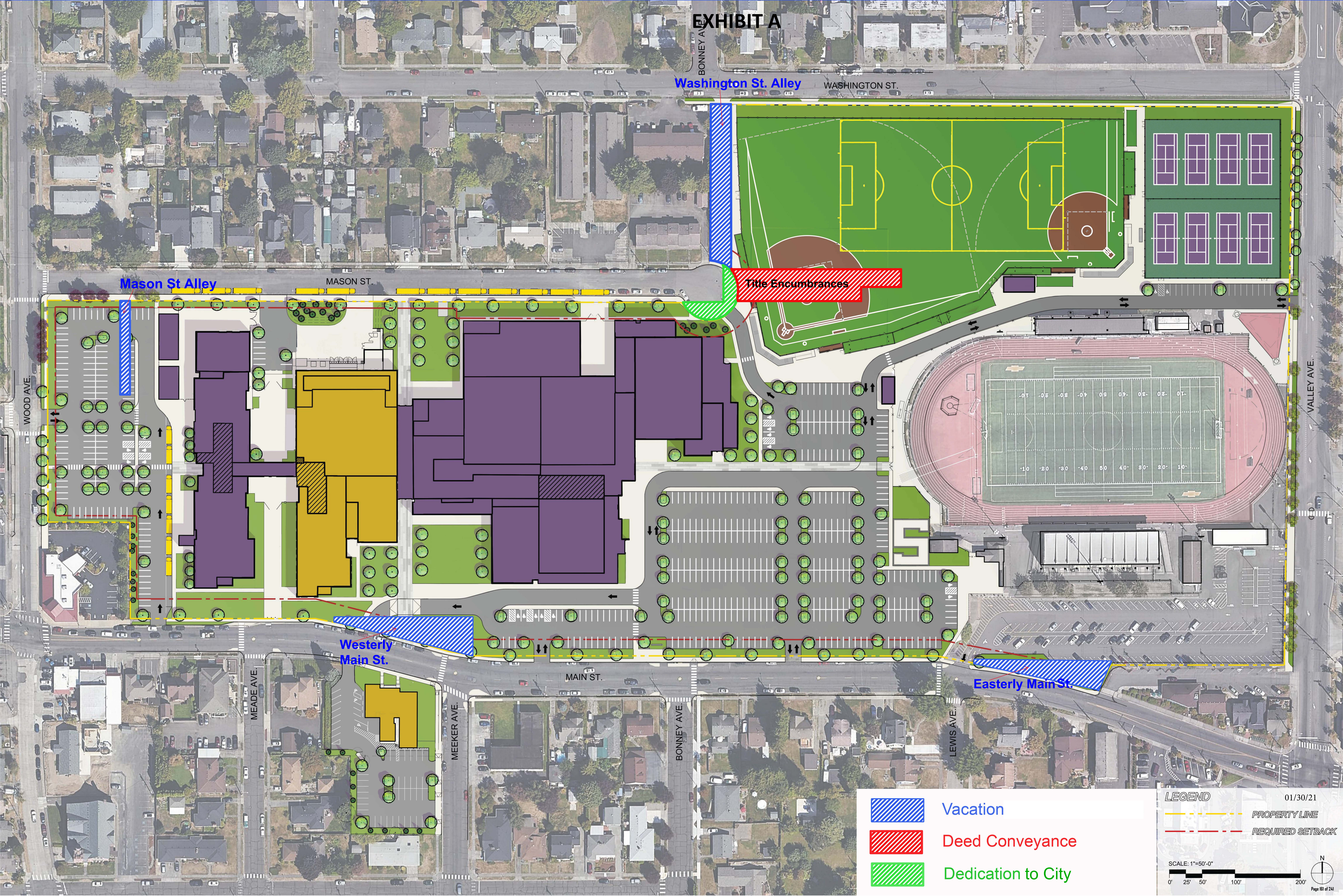
1. Jerry, owner of 1423 Mason Street. He called to ask whether any of this impacted the north side of Mason Street, where he lives. It was explained that the ROW areas are not on the north part of Mason, except the Washington Street alleyway that is currently adjacent to the school property. He also shared that he does not want the school campus to continue to overtake the entire city. He was informed that his comments would be provided to the City Council.
2. Randy Hynek, owner of apartments on Washington Street. Expressed concern about school busses using the Washington Street Alley to exit from Mason Street to Washington Street. He is worried about diesel exhaust and motor noise. The planning and legal departments explained the fencing and landscape buffers are required as part of the project, and also explained that busses will be required to have their motors off while picking up and dropping off students along Mason Street. Mr Hynek was provided with the District's plans related to the bus route area.
3. Dan McClung, the owner of the Subway property immediately east of the high school property, called to question the easterly boundary of the East Main triangle ROW line. The survey drawings and legal description were provided, and the District followed up with the surveyor to work to better identify that easterly line for Mr. McClung. Mr. McClung also questioned why the proposal is to vacate the East Main Triangle solely to the District, and staff explained to Mr. McClung that the entirety of the ROW came originally from the school district's property, thus it is not vacated back 50/50 to abutting property owners.

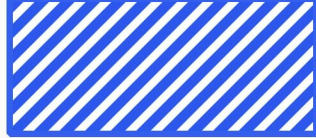
COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 9/7/2021 COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Hold a public hearing on the Sumner Bonney Lake School District's right of way petition.

EXHIBIT A



 Vacation

 Deed Conveyance

 Dedication to City

LEGEND

01/30/21

 PROPERTY LINE

 REQUIRED SETBACK

SCALE: 1"=50'-0"

0' 25' 50' 100' 200'

N

Page 161 of 241

Washington St. Alley
RIGHT OF WAY VACATION

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, CITY OF SUMNER, STATE OF WASHINGTON DEEDED TO THE CITY OF SUMNER UNDER AUDITOR'S FILE NUMBER 2185617 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET SOUTH AND 359 FEET EAST OF THE INTERSECTION OF THE CENTER LINE OF MASON STREET AND THE EAST LINE OF THE WILLIAM KINCAID DONATION LAND CLAIM ; THENCE NORTH 30.00 FEET; THENCE EAST 27.84 FEET; THENCE NORTH 273.20 FEET; THENCE EAST 20.00 FEET; THENCE SOUTH 303.20 FEET; THENCE WEST 47.84 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF LYING WITHIN WASHINGTON STREET.

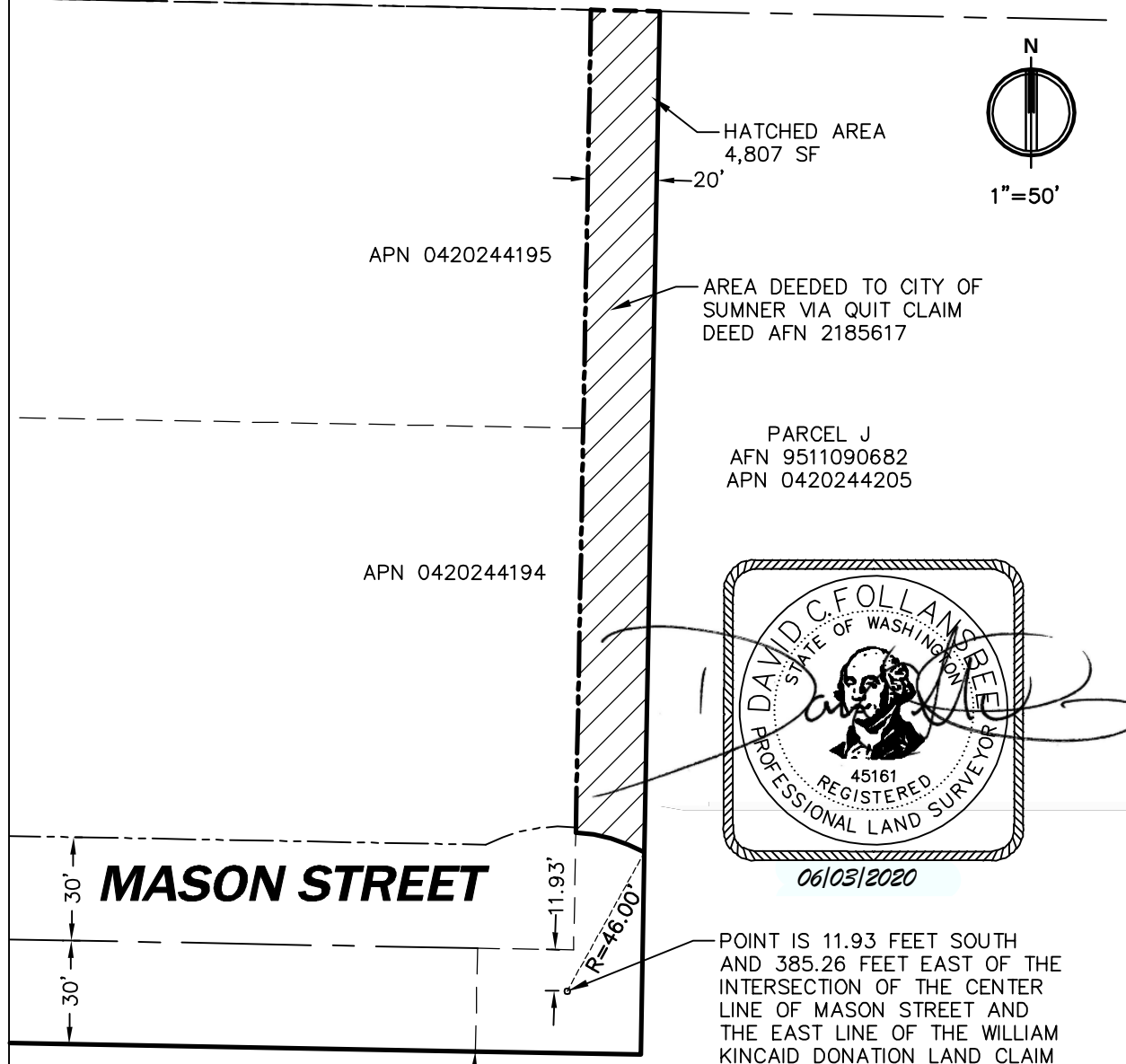
AND EXCEPT ANY PORTION THEREOF LYING SOUTHERLY OF THE ARC OF A 46.00 FOOT RADIUS CURVE HAVING A RADIUS POINT WHICH IS 11.93 FEET SOUTH AND 385.26 FEET EAST OF THE INTERSECTION OF THE CENTER LINE OF MASON STREET AND THE EAST LINE OF THE WILLIAM KINCAID DONATION LAND CLAIM.

CONTAINING 4,807 SQUARE FEET MORE OR LESS.

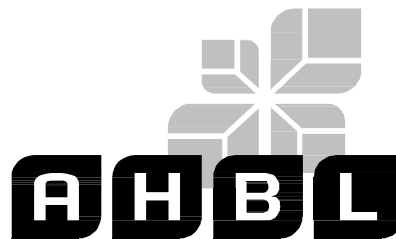


06/03/2020

WASHINGTON STREET



JOB NO. 2160253.50
May 20, 2020
RIGHT OF WAY VACATION
LEGAL BY: TD EXHIBIT BY: TD
w:\sdsproj\2016\2160253\alley exhibit.dwg



2215 North 30th Street,
Suite 300,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

MASON STREET ALLEY

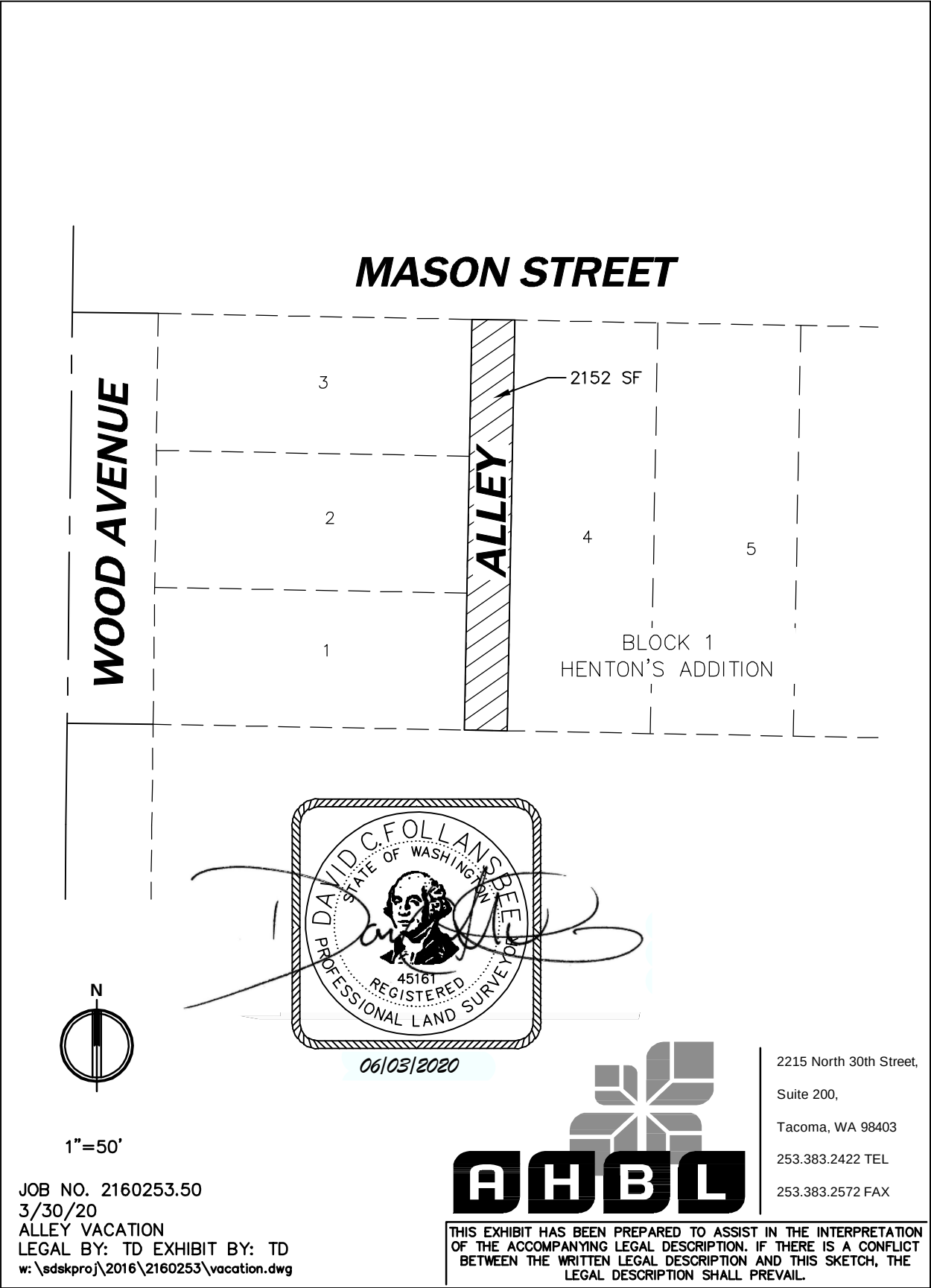
HENTON'S ADDITON ALLEY VACATION

THE 15.00 FOOT ALLEY LYING WESTERLY OF THE WEST LINE OF LOT 4, BLOCK 1, AND EASTERLY OF THE EAST LINES OF LOTS 1 THROUGH 3, BLOCK 1, HENTON'S ADDITION TO THE TOWN OF SUMNER, PIERCE COUNTY, W.T., ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 79, IN PIERCE COUNTY, WASHINGTON, AND LYING SOUTHERLY OF THE SOUTH MARGIN OF MASON STREET.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



06/03/2020



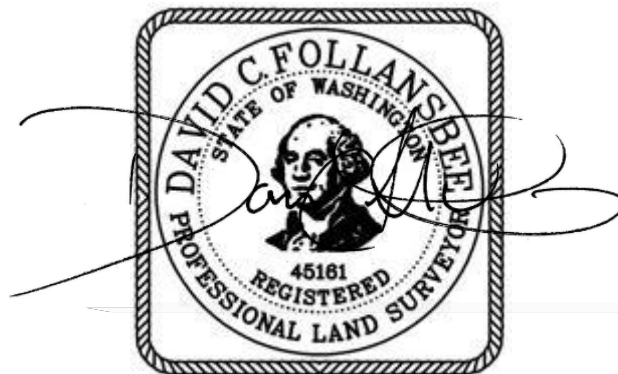
WEST MAIN TRIANGULAR AREA

MAIN STREET VACATION

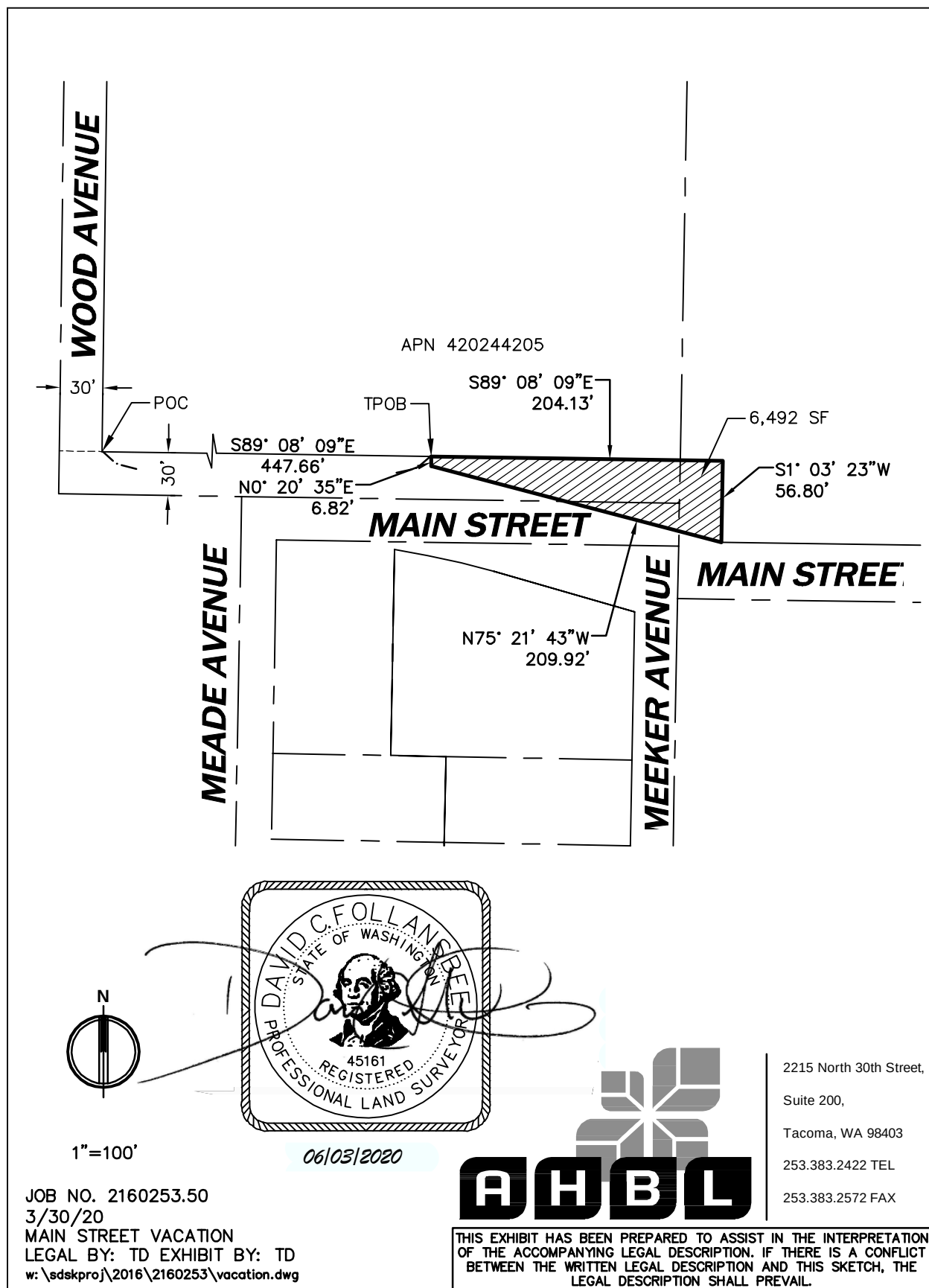
THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 04 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30.00 FEET NORTHERLY AND 30.00 FEET EASTERLY OF THE CENTERLINE INTERSECTION OF WOOD AVENUE WITH MAIN STREET; THENCE SOUTH $89^{\circ}08'09''$ EAST ALONG THE NORTHERLY MARGIN OF MAIN STREET A DISTANCE OF 447.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH $89^{\circ}08'09''$ EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 204.13 FEET TO AN ANGLE POINT IN SAID NORTHERLY MARGIN; THENCE SOUTH $01^{\circ}03'23''$ WEST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 56.80 FEET TO AN ANGLE POINT IN SAID NORTHERLY MARGIN; THENCE LEAVING SAID NORTHERLY MARGIN, NORTH $75^{\circ}21'43''$ WEST A DISTANCE OF 209.92 FEET; THENCE NORTH $00^{\circ}20'35''$ EAST A DISTANCE OF 6.82 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

CONTAINING 6,492 SQUARE FEET MORE OR LESS.



06/03/2020

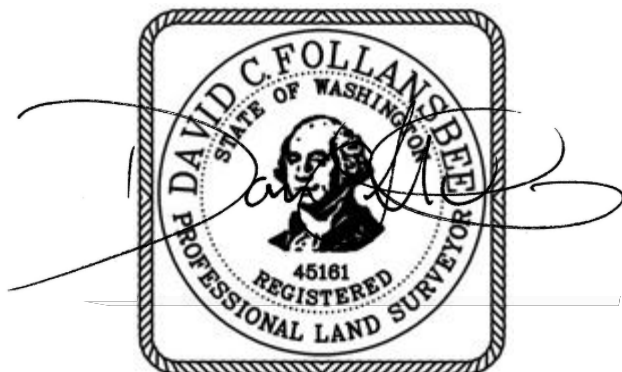


East Main Street Triangular Area
ROW Vacation

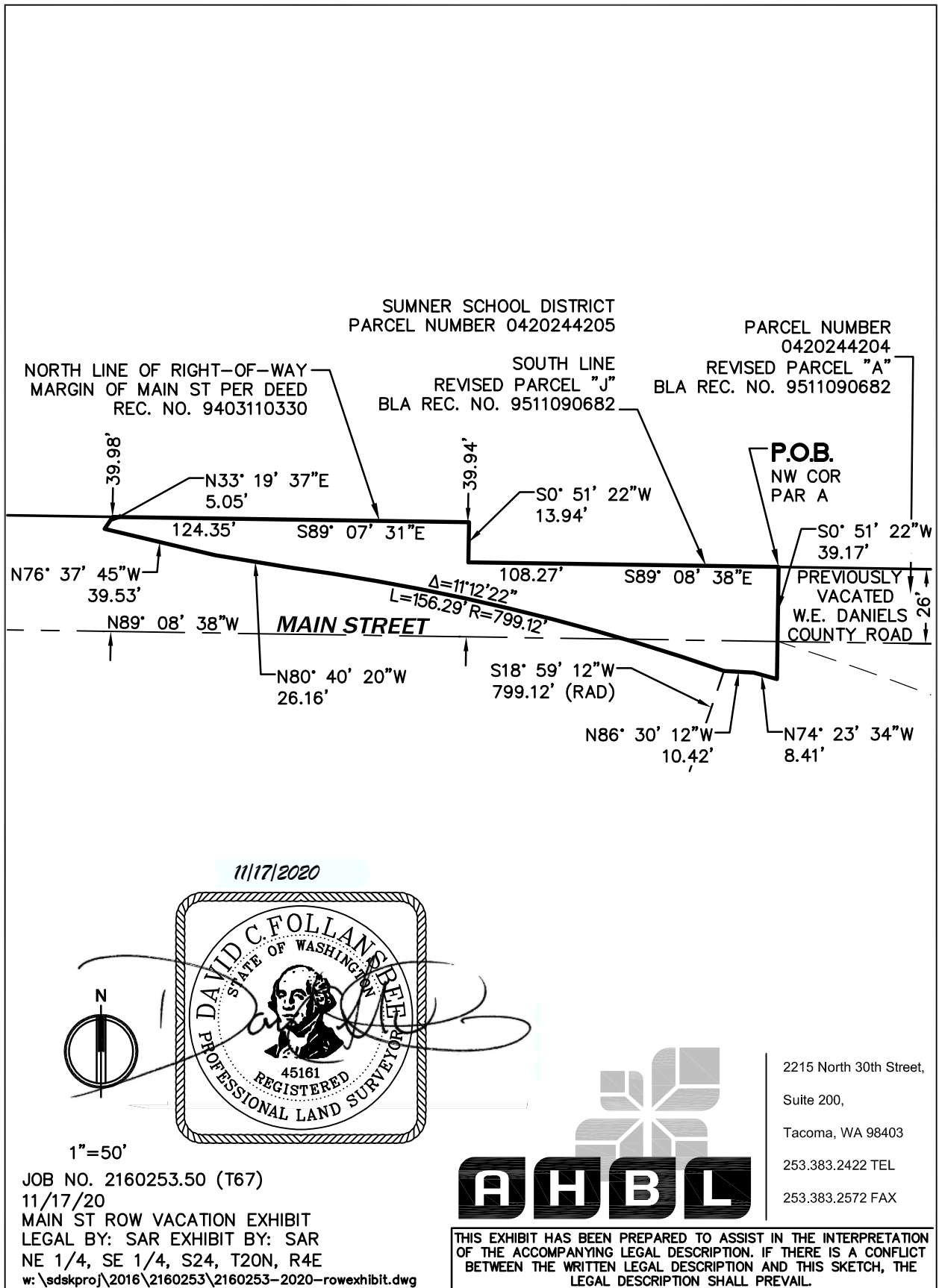
THAT PORTION OF MAIN STREET RIGHT-OF-WAY LYING WITHIN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON; THAT PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF REVISED PARCEL "A" OF A BOUNDARY LINE ADJUSTMENT, RECORDED AT RECORDING NUMBER 9511090682, RECORDS OF PIERCE COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE OF SAID PARCEL "A" EXTENDED, SOUTH 00°51'22" WEST, 39.17 FEET; THENCE LEAVING SAID WEST LINE EXTENDED, NORTH 74°23'34" WEST, 8.41 FEET; THENCE NORTH 86°30'12" WEST, 10.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF WHICH BEARS SOUTH 18°59'12" WEST, 799.12 FEET; THENCE NORTHWEST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°12'22", AN ARC LENGTH OF 156.29 FEET (CHORD BEARING NORTH 76°36'59" WEST, 156.05 FEET); THENCE NORTH 80°40'20" WEST, 26.16 FEET; THENCE NORTH 76°37'45" WEST, 39.53 FEET; THENCE NORTH 33°19'37" EAST, 5.05 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY MARGIN OF MAIN STREET PURSUANT TO A STATUTORY WARRANTY DEED, RECORDED AT RECORDING NUMBER 9403110330, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTH MARGIN, SOUTH 89°07'31" EAST, 124.35 FEET; THENCE SOUTH 00°51'22" WEST, 13.94 FEET MORE OR LESS TO THE SOUTH LINE REVISED PARCEL "J" OF SAID BOUNDARY LINE ADJUSTMENT; THENCE ALONG SAID SOUTH LINE, SOUTH 89°08'38" EAST, 108.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 4863 SQUARE FEET, OR 0.11 ACRES MORE OR LESS.



11/17/2020



SUBJECT: Public Comment (Limit 3 minutes)

CATEGORY:

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 day of the meeting. 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.

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT:

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

SUBJECT: Planning Commission Appointment - Fochtman

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Sharon Fochtman Application
-

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

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

The Planning Commission currently has 5 members who are appointed by the Mayor and confirmed by the City Council. A majority of the members must be residents of the City of Sumner, while two members may be nonresidents who have a demonstrated interest in the City of Sumner. The members of the Planning Commission are to be selected without respect to political affiliations and shall serve without compensation. Members are appointed for 4-year terms.

Ms. Fochtman is a retired educator and business administrator, and has lived in Sumner since 1985. She recognizes and appreciates the special character of Sumner's different neighborhoods. Ms. Fochtman has a keen interest in maintaining the quality of life in Sumner for all ages and, in particular, for seniors, as the community grows.

Mayor Pugh recommends appointing Ms. Fochtman to fill the Planning Commission seat vacated by Mr. Greg Mintz, for the remainder of the term that ends in April 2024.

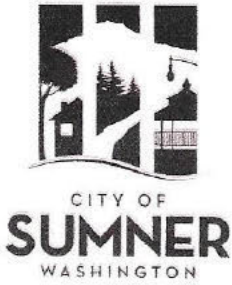
COUNCIL COMMITTEE/STUDY SESSION: n/a

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of Sharon Fochtman to the Sumner Planning Commission for a term beginning in November 2021 and expiring in April 2024.



COMMISSION APPLICATION

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

I am interested in serving on the following:

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

Name: Sharon Fochtman

Contact Phone: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

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

Retired Educator-District Administrator, Building Administrator, Teacher

Education: BA-Education, Masters- Curriculum & Instruction, Educational Leadership, Career & Technical Education Director

Professional and / or Community Involvement:

Association of Career and Technical Education, National Association of Secondary Principals

Why are you interested in serving on this commission?

I became interested in the Planning Commission when the City of Sumner did their survey on why seniors are leaving. As someone whose senior mother lived here and is nearing senior status, I have many thoughts as to why seniors are leaving. I have lived in 3 different areas of Sumner since I moved here in 1985, and there are community differences in each area. I worked in the Sumner-Bonney Lake School District for 32 years. The city needs to think of all their citizens when making decisions for the future. I believe in being part of the solution and want to support our city as it grows and evolves. I want to do everything I can to keep our city a special place to live.

Have you previously served on a City commission?

☐ Yes

☒ No

If yes, which one(s): _____

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

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

OR email: micheleec@sumnerwa.gov

[REDACTED]
Applicant's Signature

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

SUBJECT: Forestry & Parks Commission Appointment - Child

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Marty Child Application

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Pugh is seeking confirmation of new Forestry & Parks Commission member, Marty Child.

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

He and his wife recently moved to Sumner to be closer to family. Marty has a background in landscape architecture and has helped design many parks and multiuse trails.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of Marty Child to the Forestry & Parks Commission to a term expiring April 30, 2025



COMMISSION APPLICATION

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

I am interested in serving on the following:

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

Name: Marty Child Contact Phone: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

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

Retired Landscape Architect (Florida License 0001309)

Education: BLA, University of Georgia (1980)

Professional and / or Community Involvement:

Just moved to Sumner in July from Jacksonville, Florida.

Why are you interested in serving on this commission?

I am very interested in parks and have designed many parks and multi-use trails during my career. I hope that my experience might be helpful in the development of new parks and recreational areas in Sumner.

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

If yes, which one(s):

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

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

OR email: michellec@sumnerwa.gov

[REDACTED]

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

SUBJECT: Ordinance No. 2796 - Updating the International Building Code and International Fire Code to 2018

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2796 - International Building & Fire Code Update

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

Ordinance No. 2796 would adopt the latest version of the International Building and Fire Codes. The current codes are the 2015 editions. The ordinance before the Council tonight, Ordinance 2796, updates each code to the 2018 editions. Each of the codes is adopted by a separate section of Sumner Municipal Code as reflected in the ordinance.

The codes are crafted by the National Building Code Council, amended and adopted by the State Building Code Council and passed on to local jurisdictions for final adoption. The codes as handed down from the State Council are minimum standards. The Washington State Building Code Council adopted changes and updates in February 2021. Local governments may adopt more stringent, but cannot adopt lesser, standards.

The 2018 Updates are minor adjustments to the regulations with no broad reaching impacts to the building industry or business. Staff recommends that the City Council adopt all the amendments as approved by the State with no changes.

COUNCIL COMMITTEE/STUDY SESSION: Community Development
--

MEETING/STUDY SESSION DATE: 9/22/2021

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Move to approve Ordinance No. 2796 amending and updating the International Building and International Fire Codes for the City of Sumner.

**ORDINANCE NO. 2796
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE ADOPTING THE INTERNATIONAL BUILDING CODE, 2018 EDITION; INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION; THE WASHINGTON STATE ENERGY CODE, 2018 EDITION; THE INTERNATIONAL FIRE CODE, 2018 EDITION; THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION; THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2018 EDITION; THE INTERNATIONAL MECHANICAL CODE, 2018 EDITION; THE UNIFORM PLUMBING CODE AND INTERNATIONAL PLUMBING CODE STANDARDS, 2018 EDITION; AND AMENDING SECTIONS 15.08.010, 15.12.010, 15.20.010, 15.24.010, 15.24.020, 15.24.030, 15.24.040, 15.24.050, 15.24.060, 15.24.070, 15.32.010, 15.36.010, 15.44.010, AND 15.48.010 OF THE SUMNER MUNICIPAL CODE.

WHEREAS, the Washington State Building Code Council adopted the International Building Code; International Existing Building Code; the Washington State Energy Code; the International Fire Code; the International Residential Code; the International Swimming Pool and Spa Code; the International Mechanical Code; the Uniform Plumbing Code; and International Plumbing Code Standards which became effective in all Washington counties and cities on February 21, 2021, and;

WHEREAS, in order to protect the public health, safety, general welfare, and property of the citizens of the City of Sumner, it is now necessary to adopt the 2018 Edition International Codes with local amendments.

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

Section 1. That Section 15.08.010 of the Sumner Municipal Code is hereby amended to read as follows:

Chapter 15.08 BUILDING CODE

15.08.010 Codes adopted.

Pursuant to RCW 35A.12.140, the International Building Code, ~~2018~~²⁰¹⁵ Edition, published by the International Code Council as amended by the Washington State Building Code Council and published in chapter 51-50 WAC, are adopted by this reference, including Accessible and Usable Buildings and Facilities, ICC/ANSI A 117.1-2009. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon publication by the International Code Council.

Section 2. That Section 15.12.010 of the Sumner Municipal Code is hereby amended to read as follows:

15.12 EXISTING BUILDING CODE

15.12.010 Code adopted.

Pursuant to RCW 35A.12.140, the International Existing Building Code ~~2015–2018~~ Edition, published by the International Conference of Building Officials and filed as chapter 51-50 WAC is adopted by this reference. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon publication by the International Conference of Building Officials.

Section 3. That Section 15.20.010 of the Sumner Municipal Code is hereby amended to read as follows:

Chapter 15.20 ENERGY CODE

15.20.010 State code adopted.

Pursuant to RCW 35A.12.140, the Washington State Energy Code, ~~2015–2018~~ Edition, as amended by the Washington State Building Code Council and filed as chapter 51-11 WAC, is hereby adopted by this reference. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon publication by the Washington State Building Code Council.

Section 4. That Section 15.24.010 of the Sumner Municipal Code is hereby amended to read as follows:

Chapter 15.24 FIRE CODE

15.24.010 Adoption of the International Fire Code (IFC).

Pursuant to RCW 35A.12.140, there is hereby adopted by the city council of the city of Sumner, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain code known as the International Fire Code, being particularly the ~~2015~~2018 Edition thereof and the whole thereof including Appendix B and Appendix D, save and except such portions as are hereinafter deleted, modified or amended by SMC 15.24.080. The same are hereby adopted and incorporated as fully as if set out at length herein, including any amendments or successor editions thereto, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the city of Sumner.

Section 5. That Section 15.24.020 of the Sumner Municipal Code is hereby amended to read as follows:

15.24.020 Establishment and duties of the bureau of fire prevention.

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 the ~~2012-2018~~ International Fire Code as adopted.

Section 6. That Section 15.24.030 of the Sumner Municipal Code is hereby amended to read as follows.

15.24.030 Definitions.

~~As used in the 2012 International Fire Code~~For purposes of this chapter:

A. ~~“Corporation counsel” means the city attorney.~~

B. ~~“Fire chief” means the fire code official as defined in subsection (C) of this section.~~

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.~~City’s Building Fire Safety Inspector.

D. ~~“Jurisdiction” means within the city limits of the city of Sumner.~~

E-C. ~~“Municipality” means the city of Sumner.~~

Section 7. That Section 15.24.040 of the Sumner Municipal Code is hereby amended to read as follows:

15.24.040 Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited.

The limits referred to in Section 5704.2.9.6 of the ~~2012-2018~~ International Fire Code, in which the storage of flammable or combustible liquids is restricted, are hereby established within areas zoned other than M-1 or M-2

Section 8. That Section 15.24.050 of the Sumner Municipal Code is hereby amended to read as follows:

15.24.050 Establishment of limits of districts in which storage of liquefied petroleum gases is prohibited.

The limits referred to in Section 6104.2 of the ~~2012-2018~~ International Fire Code, in which storage of liquefied petroleum gas is restricted, are hereby established within areas zoned other than M-1 or M-2.

Section 9. That Section 15.24.060 of the Sumner Municipal Code is hereby amended to read as follows:

15.24.060 Establishment of limits of districts in which storage of explosives and blasting agents is to be prohibited.

The limits referred to in Section 5601 of the ~~2012-2018~~ International Fire Code, in which storage of explosives and explosive materials ~~blasting agents~~ is prohibited, are hereby established within all areas lying within the corporate limits.

Section 10. That Section 15.24.070 of the Sumner Municipal Code is hereby amended to read as follows:

15.24.070 Establishment of limits of districts in which the storage of compressed natural gas and liquefied natural gas is to be prohibited.

The limits referred to in Section 5301.1 of the ~~2012-2018~~ International Fire Code, in which the storage of compressed ~~natural~~ gas is prohibited, are hereby established within all limits

zoned other than IC, M-1 or M-2. The limits referred to in Section 5806 of the ~~2012~~ 2018 International Fire Code, in which the storage of ~~liquefied natural gas~~/flammable cryogenic fluids is prohibited, are hereby established within all limits zoned other than IC, M-1 or M-2.

Section 11. That Section 15.32.010 of the Sumner Municipal Code, is hereby amended to read as follows:

Chapter 15.32 INTERNATIONAL RESIDENTIAL CODE

15.32.010 Adopted.

Pursuant to RCW 35A.12.140, the International Residential Code, ~~2015~~ 2018 Edition, including Appendix chapters A, B, C, F, G, H, J, and M published by the International Code Council as amended by the Washington State Building Code Council and published in chapter 51-51 WAC, are adopted by this reference. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon publication by the Washington State Building Code Council.

Section 12. That Section 15.36.010 of the Sumner Municipal Code is hereby amended to read as follows:

Chapter 15.36 SWIMMING POOL AND SPA CODE

15.36.010 Adopted.

Pursuant to RCW 35A.12.140, the International Swimming Pool and Spa Code ~~2015~~ 2018 Edition, published by the International Code Council, as amended by the Washington State Building Code Council and published as chapters 51-51-0329 WAC are adopted by this reference. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon publication by the Washington State Building Code Council.

Section 13. That Section 15.44.010 of the Sumner Municipal Code is hereby amended to read as follows:

Chapter 15.44 MECHANICAL CODE

15.44.010 Adopted.

Pursuant to RCW 35A.12.140, the International Mechanical Code, ~~2015~~ 2018 Edition, published by the International Code Council, as amended by the Washington State Building Code Council, and published as chapter 51-52 WAC, is adopted by this reference, including the ~~2015~~ 2018 International Fuel Gas Code. 2014 Liquefied Petroleum Gas Code (NFPA 58), and ~~2015~~ 2018 National Fuel Gas Code (NFPA 54). This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon publication by the International Code Council.

Section 14. That Section 15.48.010 of the Sumner Municipal Code is hereby amended to read as follows:

Chapter 15.48 PLUMBING CODE

15.48.010 Adopted.

Pursuant to RCW 35A.12.140, the Uniform Plumbing Code and International Plumbing Code Standards, ~~2015~~ 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended by the Washington State Building Code Council and published as chapters 51-56 and 51-57 WAC are adopted by this reference. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon publication by the International Association of Plumbing and Mechanical Officials.

Section 15. Severability. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held by a court to competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portion of this chapter.

Section 16. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 17. This ordinance shall take effect (5) days from the date of publication in the City's official newspaper.

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

William L. Pugh, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC City Clerk

Andrea Marquez, City Attorney

First Reading:

Date Adopted:

Date of Publication:

Effective Date:

SUBJECT: Ordinance No. 2798 - Interchange Commercial Zone regulations update

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2798 - Interchange Commercial Zone
2. Staff Report Interchange Commercial, October 8, 2021

STAFF CONTACT: Ann Siegenthaler, Associate Planner

SUMMARY BACKGROUND:

The proposal is for an update to the Zoning Code to allow: 1) limited automotive collision services in the Interchange Commercial (IC) and Industrial zones; and 2) boat sales as an outright permitted use in the IC zone, including performance standards to address potential impacts. If passed, the ordinance will expand allowable uses and business opportunities in the IC zone. No project is proposed at this time.

In June 2021, the City received a request from a property owner in the IC zone to allow these uses as outright permitted uses in the IC zone. The Planning Commission held a study session and a public hearing on the proposal, and recommended approval.

COUNCIL COMMITTEE/STUDY SESSION: CD Committee

MEETING/STUDY SESSION DATE: 9/22/2021

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Adopt Ordinance 2798 - Interchange Commercial Zone regulations update.

ORDINANCE NO. 2798
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, UPDATING ZONING CODE REGULATIONS FOR THE INTERCHANGE COMMERCIAL ZONE CHAPTER 18.16 SECTION 18.16.020 AND ADDING NEW SECTION “18.16.080(W); AND INDUSTRIAL ZONES CHAPTER 18.18 SECTION 18.18.020; AND AMENDING CHAPTER 18.04 DEFINITIONS, SECTIONS 18.04.0135, 18.04.0710, 18.04.0486, 18.04.0140, 18.04.1090, 18.04.1095; AND ADDING SECTION 18.04.1092.

WHEREAS, the Sumner Municipal Code allows uses in the Interchange Commercial zone that are more intensive than those in other commercial zones, and that are suitable for locations visible and accessible from the freeway; and

WHEREAS, boat sales is not a use permitted outright in the Interchange Commercial zone but is comparable to, and compatible with, other motorized vehicle sales that are currently allowed in the zone; and

WHEREAS, automotive collision services is not a use permitted outright but, with appropriate performance standards, would be compatible with other Interchange Commercial uses; and with other uses allowed in industrial zones; and

WHEREAS, the Sumner Municipal Code contains performance standards for various uses in all zones, to reduce potential impacts from certain uses, to maintain the city’s community character and visual quality and to protect public health and safety; and

WHEREAS, in order to allow a broader range of opportunities for commercial uses to locate and operate in the Interchange Commercial zone, Light Industrial zone and Heavy Industrial zone, it is necessary to amend the Zoning Code;

WHEREAS, the Planning Commission held study session on August 19, 2021 on the proposed amendments, followed by a duly-advertised public hearing on September 16, 2021 and

WHEREAS, on September 16, 2021 the Planning Commission voted by a 3-3 vote to recommend adoption by the City Council of the proposed allowable use updates to the Zoning Code as set forth in this ordinance; and

WHEREAS, this proposal was forwarded to the Washington State Department of Commerce for the Expedited 15-day State review per the Growth Management Act on August 17, 2021; and

WHEREAS, the City Council finds the proposed amendments to be consistent with the Sumner Municipal Code criteria for Zoning Code amendments;

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

Section 1. That Sumner Municipal Code Chapter 18.04, Definitions, Section 18.04.0135 is hereby amended to read as follows:

18.04.0135 Automotive sales. “Automotive sales” means a retail sales and service use in which automobiles and small motorized vehicles, ~~including such as~~ cars, light duty trucks up to 14,000 pounds gross vehicle weight rating, similar passenger vehicles, ~~and~~ motorcycles, and ATVs, snowmobiles, and similar small passenger vehicles are leased or sold. This does not include heavy duty commercial trucks, buses, boats, or recreational vehicles.

Section 2. That Sumner Municipal Code Chapter 18.04, Definitions, Section 18.04.0710 is hereby amended to read as follows:

18.04.0710 Motorized vehicle sales.
“Motorized vehicle sales” means a retail sales and service use in which motorized vehicles, such as buses, recreational vehicles, ~~or~~ travel trailers, and boats, are leased or sold.

Section 3. That Sumner Municipal Code Chapter 18.04, Definitions, Section 18.04.0486 is hereby amended to read as follows:

18.04.0486 Heavy equipment ~~and/or boat~~ sales.
“Heavy equipment ~~and/or boat~~ sales” means a retail sales and service use in which equipment, including, but not necessarily limited to, construction and farm tractors, excavating machinery, and machinery for mining and similar uses, ~~and boats~~ are rented or sold.

Section 4. That Sumner Municipal Code Chapter 18.04, Definitions, Section 18.04.0140 is hereby amended to read as follows:

18.04.0140 Automotive repair. See Vehicle repair, automotive collision. “Vehicle repair, minor” and “Vehicle repair, major.”

Section 5. That Sumner Municipal Code Chapter 18.04, Definitions, Section 18.04.1090 is hereby amended to read as follows:

18.04.1090 Vehicle repair, major.
“Major vehicle repair” means ~~an automotive retail sales and service~~ use in which one or more of the following activities are carried out:
A. Reconditioning of any type of motorized vehicle, including any repairs made to vehicles over ~~10,000~~ 14,000 pounds gross vehicle weight rating;
B. Collision services, including body, frame or fender straightening or repair;
C. ~~Overall painting~~ Painting of vehicles ~~or including painting of vehicles~~ in a paint shop; or
D. Dismantling of motorized vehicles in an enclosed structure.

Section 6. That Sumner Municipal Code Chapter 18.04, Definitions, Section 18.04.1095 is hereby amended to read as follows:

18.04.1095 Vehicle repair, minor.

“Minor vehicle repair” means an automotive ~~sales or motorized vehicle retail~~ sales and service use in which general motor repair work is done as well as the replacement of new or reconditioned parts in motorized vehicles ~~of 10,000 pounds or less gross vehicle weight~~; but not including any operation included in the definition of “major vehicle repair.”

Section 7. That Sumner Municipal Code Chapter 18.04, Definitions, is hereby amended to add a new definition at 18.04.1092 as follows:

18.04.1092 Vehicle repair, automotive collision.

“Automotive collision repair” means a use in which one or more of the following activities are carried out on passenger vehicles and similar small vehicles listed under automotive sales at SMC 18.04.0135, but not on boats, recreational vehicles or heavy equipment:

A. Reconditioning; or

B. Collision services, including body, frame or fender straightening or repair; or

C. Painting of vehicles including painting in a paint shop; or

D. Dismantling of vehicles.

Section 8. That Sumner Municipal Code Section 18.16.0620, Principal and Conditional uses, is hereby amended to read as follows:

“18.16.020 Principal and conditional uses.

The following table details permitted and conditionally permitted uses in the commercial districts. Where a “P” is indicated, the respective use in the same row is permitted in the zone classification in the same column. Where a “CUP” is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish the conditional uses.”

		NC	GC	IC
1.	Accessory parks and recreation facilities for use by on-site employees or residents	P	P	P
2.	Adult entertainment businesses subject to chapter 18.38 SMC	—	P	P
3.	Artist’s studio and workshop having a retail component comprising at least 15% of the total floor area	P ¹	P	P
4.	Automotive sales and motorized vehicle sales	—	P	P ⁹
5.	Banks, business and professional offices and drive-up banking	CUP	P	P
6.	Business and consumer services, including advertising, property management, and consulting services ⁹	P	P	P

		NC	GC	IC
7.	Car wash ⁹	—	P	P
8.	Wireless communication facilities	See chapter 18.37 SMC		
9.	Cemeteries	—	CUP	CUP
10.	Churches	P	P	P
11.	Contractor business ⁶	—	—	P
12.	Convenience store ⁹	CUP	P	P
13.	Dancehalls	—	CUP	P
14.	Drive-through businesses, subject to performance standards at SMC 18.16.080 ⁹	—	P	P
15.	Drive-through espresso/coffee business, subject to performance standards at SMC 18.16.080	CUP	P	P
16.	Existing residential dwellings lawfully constructed as of the effective date of the ordinance codified in this title	P	P	P
17.	Family child care home or family child day care home in accordance with the provisions of SMC 18.16.025; and child day care centers	P	P	P
18.	Gasoline service stations and convenience stores with gasoline sales ⁹	—	CUP	P
19.	Hazardous waste on-site treatment and storage facilities	—	CUP	—
20.	Health and fitness club ⁹	P ⁷	P	P
21.	Heavy equipment and/or boat repair, accessory to a permitted use ⁹	—	—	P
22.	Heavy equipment and/or boat sales	—	—	CUP
23.	Hospitals	CUP	CUP	CUP
24.	Hotels, bed and breakfasts and tourist homes ⁹	P	P	P
25.	Light manufacturing, fabrication, assembling and repairing, excluding vehicle repair, subject to SMC 18.16.080(S)	—	CUP	—
26.	Light-medium equipment sales	—	—	P
27.	Major utility facility	CUP	CUP	—
28.	Mass transit systems including, but not limited to, bus stations, train stations, transit shelter stations, and park and ride lots	CUP	CUP	P
29.	Medical and dental services ⁹	P	P	P
30.	Miniwarehouses	—	—	—

		NC	GC	IC
31.	Existing miniwarehouses ¹²	—	P	P
32.	Minor utility facility	P	P	P
33.	Motels ⁹	CUP	P	P
34.	Multifamily dwellings, rooming houses and boarding houses, retirement homes, assisted living facilities, continuing care communities, board and care homes, hospices, or nursing homes except on the ground floor, or in accordance with the city of Sumner design and development guidelines, and subject to density maximums and locations as applicable in SMC 18.16.040	P	P	—
35.	Outdoor storage	—	—	—
36.	Public parks and public recreation facilities	CUP	CUP	CUP
37.	Personal services including barber and beauty shops, salons/spas, photographic studios, tailor-dressmaking shops ⁹	P	P	P
38.a.	Performing and cultural uses, minor	CUP	P	P
38.b.	Private clubs, lodges, fraternal organizations, union halls and social halls	CUP	P	P
39.	Public facilities	CUP	CUP	CUP
40.	Private off-street parking lots	P	P	—
41.	Private off-street parking lots, paid	—	—	—
42.	Public off-street parking lots	P	P	—
43.	Public off-street parking lots, paid	—	—	—
44.	Public garage	—	CUP	CUP
45.	Recycling collection station	—	P	P
46.	Restaurants ⁹	P	P	P
47.	Retail business ⁹	P	P	P
48.a.	Schools, colleges and universities	CUP	CUP	CUP
48.b.	Schools for instruction in fine arts, crafts, dance, martial arts, languages and office technology not exceeding a total of 5,000 square feet floor area	CUP	P	P
49.	Storage/warehouse and distribution facilities	—	—	—
50.	Streets	P	P	P
51.	Taverns, micro-breweries, brewpubs, and bars	—	CUP	P

		NC	GC	IC
52.	Theaters and other enclosed commercial recreation establishments such as bowling alleys and arcades; except in NC allowed up to 5,000 square feet floor area	CUP	P	P
53.	Truck-related retail and services ⁹	—	—	P
54.	Truck stops	—	—	—
55.	Truck terminals	—	—	—
56.	Unenclosed commercial recreation establishments such as driving ranges, miniature golf, miniature airplane field ⁹	—	CUP	P
57.	Utility yard	CUP	CUP	—
58.a.	Vehicle repair, minor ⁹	—	P	P
58.b.	<u>Vehicle repair, automotive collision¹⁰</u>	==	==	<u>P</u>
59.	Veterinary clinics, excluding outdoor boarding kennels ⁹	—	P	P
60.	Vocational or fine arts school; except in NC allowed up to 5,000 square feet floor area	CUP	P	P
61.	Water towers and water supply plants	CUP	CUP	CUP
62.	Car rental agency	—	P	P
63.	Temporary homeless encampments in accordance with SMC 18.36.060	CUP	CUP	CUP
64.	Funeral homes, mortuaries, and funeral parlors	P	P	P
65.	Truck sales with 10,000 square feet associated professional offices	—	—	P

¹Not involving operations or equipment that would cause excess noise, vibration, light, glare, or odor.

⁶Contractor businesses are only permitted on lots within the IC zoning district in the vicinity of 24th Street East that abut industrial-zoned land on two sides. Contractor businesses shall meet the performance standards in SMC 18.16.080(T) and are a prohibited use in the IC zoning district in the vicinity of 166th Avenue East as depicted on the zoning map.

⁷Health and fitness clubs in the neighborhood commercial district shall not exceed 3,000 square feet in total floor area.

⁹Truck-related parking allowed in the interchange commercial truck parking overlay area zone per SMC 18.42.046.

¹⁰Vehicle repair, automotive collision subject to performance standards in SMC 18.16.080(W).

¹²No expansion of use or structure(s) allowed.

Section 9. That Sumner Municipal Code Section 18.16.080, Performance standards, is hereby amended to add a new subsection as follows:

“18.16.080 Performance standards.

W. Vehicle repair, automotive collision.

- 1) All reconditioning, body work, painting, dismantling and similar repair shall be conducted indoors. No outdoor storage of vehicles in disrepair is allowed, except temporary staging of a reasonable duration while awaiting repair.
- 2) Outdoor staging of vehicles awaiting repair is allowed, provided staging area does not exceed two hundred percent of indoor repair floor area or one acre, whichever is less; and provided staging area is screened in accordance with subsection 4) of this section.
- 3) Outdoor staging shall only be allowed between the rear lot line and the extension of the front facade of the principal structure, provided no outdoor staging is allowed between a building and a side street lot line;
- 4) Outdoor staging areas shall be screened from view of adjacent commercial properties, public right-of-way and public bicycle or pedestrian paths.
 - a) Such screening may be accomplished by blocking sight lines with building walls, tall opaque fencing, or similar tall structures; or providing a landscape buffer as described herein; or a combination of these methods.
 - b) Landscape buffers shall be a minimum of 10 feet wide, shall include at least a three-foot-high earth berm and at least 50 percent evergreen trees at least six feet in height at planting. Deciduous trees shall be a minimum of two-and-one-half-inch caliper at time of planting. All trees shall be planted no less than 20 feet on-center. For every 100 square feet of buffer area, at least one evergreen shrub shall be planted, that reaches a mature size of 3 feet tall. Ground cover of a minimum two-gallon size shall be planted in the buffer area sufficient to cover the area within three years of planting.
- 5) The director may modify the requirements for screening, spacing, number and size of plantings, and berms upon a satisfactory showing by a licensed landscape architect that an alternate proposal will accomplish the same buffering goals.”

Section 10. That Sumner Municipal Code section 18.18.020 “Principal, Administrative and Conditional Uses,” is hereby amended to read as follows:

“18.18.020 Principal, administrative and conditional uses.

A. The following table details permitted and conditionally permitted uses in the manufacturing districts. Where a “P” is indicated, the respective use in the same row is permitted in the zone classifications in the same column. Where an “A” is indicated or SMC 18.48.020(B) applies, the respective use in the same row is allowed through an administrative use permit. An administrative use permit shall be required and in full force and effect in order to establish said administrative uses. Where a “CUP” is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish said conditional uses. Where “--” is indicated, the respective use is not allowed. Where a “1” or “2” is indicated, there are different or supplemental regulations for that particular use within the Sumner manufacturing/industrial core overlay (MICO) pursuant to the notes at the bottom of this table.”

		M-1	M-2	MICO (M-1/M-2)
1.	Accessory parks and recreation facilities for use by on-site employees	P	P	P
2.	Adult entertainment businesses, subject to chapter 18.38 SMC	P	P	P
3.	Agricultural activities, including mitigation banks	P	P	P
4.	Air separation facilities	--	P	CUP/P
5.	Auction houses, wholesale	--	--	--
6.	Battery storage, distribution, and processing business	P	P	P
7.	Breweries	CUP ¹	P	CUP ¹ /P
8.	Cemeteries and crematories	CUP	CUP	CUP
9.	Contractor business ³	P	P	P
10.	Colleges and universities with no dormitories	CUP	CUP	CUP
11.	Commercial laundries	CUP ¹	P	CUP ¹ /P
12.	Indoor commercial recreation and/or clubs, gymnastics facilities, baseball practicing facilities, tennis clubs, but not including racetracks	P	P	P
13.	Outside commercial recreation fields and/or clubs, baseball fields, fairgrounds, golf driving ranges, animal race tracks, stadia, and tennis clubs	CUP	CUP	CUP
14.	Day care centers	CUP	--	CUP/--
15.	Electrical power generation and cogeneration	--	CUP	--/CUP
16.	Enclosed salvage and wrecking operations	P	P	P
17.	Existing residential dwellings lawfully constructed as of the effective date of this title	P	P	P
18.	Film processing plant	CUP ¹	P	CUP ¹ /P
19.	Food manufacturing, processing or package plants, excluding slaughtering facilities	CUP ¹	P	CUP ¹ /P
20.	Food manufacturing, processing or package plants, under 10,000 square feet, excluding slaughtering facilities	A ¹	P	A ¹ /P
21.	Hazardous waste off-site treatment and storage facilities	--	--	--
22.	Hazardous waste on-site treatment and storage facilities	CUP	--	CUP/--

		M-1	M-2	MICO (M-1/M-2)
23.	Hospitals	CUP	CUP	CUP
24.	Hotels and motels	P	P	--
25.	Indoor kennels	P ¹	P ¹	P ¹
26.	Lumber and wood products manufacturing or assembly	P	P	P
27.	Major utility facilities	P	P	P
28.	Assembly of heavy equipment, airplanes, or vehicles	P	P	P ⁵ /P
29.	Manufacturing, processing or assembly of metals, heavy equipment, airplanes, or vehicles	P	P	P ⁵ /P
30.	Manufacturing, refining or storage of noxious, volatile, toxic or explosive products as a principal use	--	--	--
31.	Mass transit systems including, but not limited to, bus stations, train stations, transit shelter stations, and park and ride lots	CUP	CUP	CUP
32.	Medical equipment manufacturing plant	P	P	P
33.	Minor utility facilities	P	P	P
34.	Mini-warehouses	P	--	--
35.	Outside storage yards as a principal use	P	P	P
36.	Paper and allied products manufacturing	CUP ¹	P	CUP ¹ /P
37.	Parks	CUP	CUP	CUP
38.	Pharmaceutical plants	P	--	P/P ¹
39.	Prepared material, manufacturing, processing or package plants	P	P	P
40.	Prepared metal processing and assembly plant	P	P	P
41.	Professional and business offices	P ²	P	P ² /--
42.	Professional and business offices, accessory to an allowed or conditional use on the same lot and/or in the same complex	P	P	P
43.	Public facilities	CUP	CUP	CUP
44.	Wireless communication facilities	See chapter 18.37 SMC	See chapter 18.37 SMC	See chapter 18.37 SMC
45.	Recycling centers	CUP	P	CUP/P
46.	Restaurants, with no bar	P	P	P

		M-1	M-2	MICO (M-1/M-2)
47.	Rock, stone, brick, concrete or asphalt, batching or assembly	--	CUP ⁶	CUP ⁶
48.	Sales and rental of heavy machinery and equipment	P	P	P
49.	Salvage and wrecking yards	--	P	--/P
50.	Service stations	P	P	P
51.	Soil mixing	P	P	P
52.	Smelting, blast furnace or forging plants	--	P	--/P
53.	Storage/warehouse and distribution facilities	P	P	P
54.	Streets	P	P	P
55.	Taverns, micro-breweries, brewpubs, and bars	P	P	P
56.	Tow truck operation/impoundment yard ⁴	--	P	--/P
57.	Tow truck operations	P	P	P
58.	Truck terminals	P	P	P
59.	Utility yard	P	P	P
60.a.	Vehicle repair, major	P	P	P
60.b.	Vehicle repair, automotive collision	<u>P</u>	<u>P</u>	<u>--</u>
61.	Vocational and art schools	P	--	P/--
62.	Water towers and water supply plants	CUP	CUP	CUP
63.	Commercial use, accessory to an industrial use on the same lot and/or in the same complex	P	P	P
64.	General commercial uses which are not otherwise listed above	P	--	P ² /--
65.	Churches	P	P	P
66.	Temporary homeless encampments in accordance with SMC 18.36.060	CUP	CUP	CUP

¹Prohibited within 1,000 feet of residentially zoned lands.

²Within MICO, limited to 10,000 square feet of gross floor area per development site unless it is an accessory use.

³Contractor businesses with accessory outdoor storage shall meet the requirements of SMC 18.18.060(C).

⁴An auto impoundment yard shall meet the screening requirements for outdoor storage in SMC 18.18.060(C).

⁵Prohibited within 1,000 feet of residentially and neighborhood commercial zoned lands.

⁶Asphalt batching operations shall meet the following requirements: (a) loaded trucks leaving the site shall be covered using best available technology; (b) comply with the noise control code of chapter 8.14 SMC; and (c) meet or exceed regional, state, and federal air and emission levels.

Section 11. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 12. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 13. Effective Date. This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

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

Mayor William L. Pugh

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date:



STAFF REPORT

DATE: October 8, 2021
TO: Mayor Pugh and City Council
FROM: Ann Siegenthaler, Associate Planner
RE: **Zoning Code Text Amendment - Interchange Commercial Zone**

I. BACKGROUND / WHY THE AMENDMENTS ARE BEING PROPOSED

In June 2021, the City received a request from a property owner in the Interchange Commercial (IC) zone to update the zoning code to allow: 1) auto collision services and 2) boat sales as permitted uses. These uses are not permitted outright in the IC Zone. Auto collision services are prohibited and boat sales are considered heavy equipment sales and require a conditional use permit. However, in many instances these uses are comparable to, and can be compatible with other uses currently allowed in the zone, particularly if subject to performance standards to address potential impacts.

- The Planning Commission reviewed this proposal at a study session on August 19, 2021, and held a public hearing on September 2, 2021. The Commission recommended approval of the draft ordinance as proposed.
- The Council CD Committee discussed the proposal on September 22, 2021, and gave a “do pass” recommendation.

II. DESCRIPTION OF PROPOSAL

The goal of this update is to expand opportunities for businesses that may be compatible with other uses in the IC zone, while minimizing associated impacts on surrounding properties. There are two areas of proposed code changes: adding boat sales and auto collision services as outright permitted uses. Staff recommends updating the regulations to permit these uses, and adding performance standards to address potential impacts.

A. BOAT SALES

“Boat sales and repair” is currently included with heavy equipment sales, which is only allowed as a conditional use. Heavy equipment includes equipment like cranes and large excavation machinery. While *repair* of large boats could have negative impacts, *sales* of boats could be compatible with surrounding commercial uses. It would be similar to sales of recreational vehicles (e.g. Poulsbo RV) and sales of large commercial trucks (e.g. Peterbilt) which are currently allowed. Staff proposes allowing boat sales but not boat repair, given the potentially greater impacts. In order to support boat sales as an outright permitted use, staff proposes separating it out from heavy equipment sales. Updates to definitions are proposed to distinguish boat sales from other types of uses.

B. AUTO COLLISION SERVICES

Auto body repair/collision services (defined as “vehicle repair major”) is prohibited in the IC zone. This is a use allowed only in industrial zones due to the impacts of noise, odors, etc. However, collision services for passenger vehicles only, if conducted indoors, could have minimal impacts on neighboring properties. In other cities, collision centers are often located in commercial zones, service only passenger vehicles, and work is conducted indoors with few external impacts. With performance standards that require indoor repair work only and that require screening of outdoor storage of vehicles in disrepair, a collision center can be compatible with other commercial uses in the IC zone. Staff is proposing to create an “automotive collision center” use that would be allowed outright in Interchange Commercial, but not for collision work on heavy duty commercial trucks, boats or heavy equipment. This use would also be added to allowed uses in industrial zones. Staff proposes updating definitions to distinguish different types of collision services.

The proposed ordinance is presented in Exhibit A, attached.

III. ANALYSIS

The proposed Zoning Code amendments are consistent with the intent and policies of the Comprehensive Plan, including the policies discussed below. Further, the proposal is consistent with the purpose of the IC zone in SMC 18.16.010: *“The IC district is intended to provide for retailing and other commercial services that are easily accessible from the freeway, yet are not located near residential districts. Such commercial developments primarily rely on the automobile as their principal source of access.”*

LAND USE ELEMENT

The proposal is consistent with Comprehensive Plan policies and goals for establishing land uses in appropriate areas. Goals to minimize incompatibility between land use types while allowing for a mix of land uses would be met. Further, the proposal is consistent with the following specific policies:

- 1.1 *Ensure... appropriate transitions so that more intensive uses do not adversely impact adjacent uses.*
- 1.1.1 *Maintain the design guidelines and ordinances to achieve compatible and attractive new residential, commercial, and industrial uses.*
- 1.1.2 *Maintain zoning and subdivision regulations to ensure adequate setbacks, landscaping, and buffering are required where land use conflicts and impacts may occur.*

ECONOMIC DEVELOPMENT ELEMENT

The proposal is consistent with the overall intent of the Economic Development Element as it would support a variety of businesses that may benefit from proximity to a freeway interchange, while minimizing impacts on adjacent businesses. Further, the proposal is consistent with the following specific policies:

- 1.0 *Seek and maintain a strong and diverse economy with a variety of different types and sizes of business, industry and employment.*
- 1.1 *Provide adequate land for different kinds of businesses and development to support this element.*

COMMUNITY CHARACTER ELEMENT

The proposal is consistent with Comprehensive Plan policies and goals for maintaining community character. Goals to minimize incompatibility between land use types while allowing a range of land uses would be met. Further, the proposal is consistent with the following specific policies:

- 1.2 *Endeavor to maintain a complete community, consistent and compatible in character and design, containing housing, shops, work places, schools, parks, civic facilities, and community services essential to the daily life of residents.*
- 1.5 *Encourage in the community a continuous commitment to maintaining Sumner's character and quality of place, including land conservation and stewardship, wise management of streetscapes and*

public viewsheds, property maintenance, and historic preservation.

CONCLUSION: The proposed amendment is consistent with the intent and vision of the City's Comprehensive Plan in that the amendments would promote the economic vitality and prosperity of Sumner. It is also consistent with the purpose of the IC zone. The amendment would allow a wider range of businesses to locate in the Interchange Commercial zone, and bring additional commercial opportunities to Sumner. At the same time, the proposed amendment includes performance standards to minimize impacts to the streetscape, public ways and surrounding properties, thereby maintaining community character, and protecting the public safety and welfare.

IV. SEPA ENVIRONMENTAL REVIEW

The State Environmental Policy Act (SEPA) analysis of the proposed amendment has been completed. A Determination of Non-Significance was issued on August 10, 2021.

V. PUBLIC & AGENCY COMMENT

No agency comments have been received. At the public hearing Kim Straight, representing the Holiday Inn Express and the Candlewood Suites testified. Her main concern was potential noise that the auto collision repair might have. In the discussion, staff noted that limiting potential noise is the main reason the code would require all repair to be conducted indoors, and that the City's noise ordinance also limits the decibel levels for uses in commercial zones.

VI. STAFF RECOMMENDATION

Staff recommends approval of the proposal.

VII. PLANNING COMMISSION RECOMMENDATION

Planning Commission recommends approval of the ordinance as proposed.

VIII. EXHIBITS

A. Ordinance No. 2798 adopting changes

SUBJECT: Ordinance No. 2797 - 2021/2022 Biennial Budget Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: Per Ordinance

Within Budget Allocation: As amended

ATTACHMENTS:

1. Ordinance No. 2797 - Amending 2021-2022 Biennial Budget

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff is presenting the 3rd quarter amendment to the 2021/2022 Biennial Budget for consideration. This amendment:

- Amends Fund 001 (General Fund) to recognize labor impacts of the bargained contract with the Police Guild;
- Amends Fund 001 (General Fund) to recognize increased reimbursable overtime in the Police Department, offsetting increased law enforcement service revenue;
- Amends Fund 440 (Metro Animal Services) to incorporate 2022 rate increases as well as increase staffing (reclassifying a part-time kennel technician to a full-time shelter assistant) to assist with coverage requirements;
- Amends Funds 550 (Information Technology), 001 (General Fund), and 402 (Sewer Fund) to increase a contract with StoneShare for SharePoint implementation;
- Amends Funds 550 (Information Technology) to recognize a Justice Assistance Grant for acquisition of police-related software, and increases the software expense appropriation;
- Amends Fund 402 (Sewer Fund) to recognize a grant from Puget Sound Energy and the related expenditures.

Ord No. 2797		
BA 10/18/2021		
	<i>Revenues</i>	<i>Expenditures</i>
General Fund	\$ 25,000	44,705
Reserve Funds	-	-
Special Revenue Funds	-	-
Debt Service Funds	-	-
Capital Funds	-	-
Utility Funds	9,644	24,975
Other Enterprise Funds	121,184	91,425
Internal Service Funds	48,600	48,600
Fiduciary Funds	-	-
	\$ 204,428	\$ 209,705

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee
MEETING/STUDY SESSION DATE: 10/6/2021
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Adopt Ordinance No. 2797 amending the 2021/2022 Biennial Budget.

**ORDINANCE NO. 2797
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021-2022 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2758, APPROVED DECEMBER 7, 2020, AND PREVIOUSLY AMENDED IN ORDINANCE 2762, APPROVED FEBRUARY 16, 2021, ORDINANCE 2771, APPROVED APRIL 19, 2021, ORDINANCE 2786, APPROVED AUGUST 2, 2021, ORDINANCE 2790, APPROVED AUGUST 16, 2021, AND ORDINANCE 2791, APPROVED AUGUST 16, 2021.

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

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

WHEREAS, The Sumner City Council approved Ordinance No. 2771 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2786 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2790 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2791 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

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

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

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

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

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

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 18th day of October, 2021.

Mayor William L. Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>10/18/21</i>	<i>Adopted</i>	<i>Previous</i>	<i>10/18/21</i>	<i>Revised</i>
001 General	\$ 5,978,542	\$ 31,643,467	\$ 484,403	\$ 25,000	\$ 31,919,065	749,871	\$ 44,705	\$ 5,417,770.11
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	475,000	200,000	-	-	80,000	150,000	-	445,000
103 Complete Streets	241,851	-	-	-	200,000	41,654	-	197
105 Drug Enforcement	63,457	-	-	-	4,500	-	-	58,957
106 Hotel/Motel	273,747	215,000	-	-	106,245	-	-	382,502
115 ARPA Funding	-	-	2,910,676	-	-	1,062,000	-	1,848,676
200 Debt Service	2,570,000	527,200	-	-	520,000	-	-	2,577,200
221 LID Guarantee	694,969	-	-	-	-	-	-	694,969
302 Sidewalk	477,769	4,308,069	(320,000)	-	3,524,069	(320,000)	-	1,261,769
305 Real Estate Excise Tax	1,093,200	1,600,000	-	-	-	326,000	-	2,367,200
307 LID Capital Project Fund	9,545	-	-	-	-	-	-	9,545
310 Parks & Trails Capital Fund	544,740	1,237,500	461,000	-	1,237,500	461,000	-	544,740
320 Street Capital Fund	826,206	6,709,520	600,000	-	7,679,245	-	-	456,481
325 Facilities Capital Fund	183,773	26,200,000	150,000	-	15,700,000	150,000	-	10,683,773
401 Water	13,477,844	11,104,747	-	-	15,719,366	88,156	-	8,775,068
402 Wastewater	20,996,349	15,706,582	-	9,644	18,404,296	196,108	24,975	18,087,196
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	1,729,536
408 Stormwater	14,788,274	14,201,134	-	-	18,573,507	213,055	-	10,202,846
410 Cemetery Operations	31,493	1,352,800	-	-	1,358,895	-	-	25,398
415 Cemetery Development	-	-	-	-	-	-	-	-
440 Animal Control	12,239	1,496,319	-	121,184	1,460,055	-	91,425	78,262
501 Unemployment Insurance	43,989	-	-	-	3,055	-	-	40,934
550 Fleet Management	6,261	1,251,664	-	-	1,251,660	-	-	6,265
551 Information Technology	273,009	2,385,042	31,200	48,600	2,385,040	14,800	48,600	289,411
555 Equipment Reserve	1,013,749	1,297,245	168,000	-	790,000	226,000	-	1,462,994
601 Cemetery Endowment	1,472,385	60,000	-	-	-	-	-	1,532,385
603 Alder Ave Remediation	25,649	-	-	-	-	-	-	25,649
605 Development Impact Fees	7,026,351	700,000	-	-	3,397,200	135,000	-	4,194,151
611 Firemen's Pension	11,832	160,000	-	-	160,000	-	-	11,832
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 4,485,279	\$ 204,428	\$ 124,473,699	\$ 3,493,644	\$ 209,705	\$ 74,191,531

SUBJECT: Ordinance No. 2799 - Amendment to the 2021 Compensation Schedule and Adoption of the 2022 Compensation Schedule

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2799 - Amendment to the 2021 Compensation Schedule and Adoption of the 2022 Compensation Schedule
2. Salary Study Memo

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City has recently agreed to a Collective Bargaining Agreement with the Sumner Police Guild representing Commissioned Employees. The approval of this CBA requires two amendments to the 2021 Compensation schedule, one that is effective January 1st and a second amendment effective July 1st.

At the request of the Mayor, the City recently completed a Salary Study of it's 53 Non-Represented employees. The City of Sumner is committed to providing fair and competitive compensation that will attract, motivate, reward, and retain highly qualified employees at all levels who will best carry out the City's mission, vision, and values. We believe that it is in the best interest of the City to compensate our workforce fairly for the value of the work provided, within our financial ability to do so. It is our intention to use a competitive system to determine the current market value of a position based on the skills, knowledge, and abilities required to complete the job with above average proficiency. This Salary Study included a comprehensive review of city job descriptions and compared our compensation to nine comparable cities in the local labor market. The key objectives of the study were Competitiveness, Internal Equity, Transparency and Compression. Our Compensation Philosophy was to align city salaries to approximately 95% of the average of top 3 highest salaries in comparable cities. The results of the study found that some positions in Sumner were well behind similar positions in our comparable cities. The recommended changes from this study are included in Exhibit C of this Ordinance with an effective date of November 1, 2021.

Sumner is also required to adopt an annual Compensation Schedule. This Ordinance will set the 2022 Salaries for represented employees in the Police Guild, for both Commissioned and Non/Special Commissioned bargaining groups, the International Union of Operating Engineers Local 302 as well as Sumner's Non-represented employees.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
--

MEETING/STUDY SESSION DATE: 10/11/2021
--

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance 2799 Amending the 2021 Compensation Schedule and adopting the 2022 Compensation Schedule.

**ORDINANCE NO. 2799
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021 COMPENSATION SCHEDULE FOR THE POLICE GUILD EMPLOYEES AND NON-REPRESENTED EMPLOYEES, AND ADOPTING THE 2022 COMPENSATION SCHEDULE.

WHEREAS, the City is required to adopt an annual Compensation Schedule; and

WHEREAS, the City has established a 2021 Compensation Schedule for the Police Guild Commissioned employees; and

WHEREAS, the dollar amounts in Exhibit A and Exhibit B represent wages in the Police Guild Commissioned employees' recently adopted Collective Bargaining Agreement; and

WHEREAS, the City has established a 2021 Compensation Schedule for the Non-Represented Employees; and

WHEREAS, the dollar amounts in Exhibit C represent wages in the Non-Represented employees' recently completed Salary Study; and

WHEREAS, the City has established a 2022 Compensation Schedule for the Police Guild Commissioned, Non-Commissioned and Special Commissioned employees, members of the International Union of Operating Engineers Local 302 and the City's Non-represented employees. The dollar amounts in Exhibit D represent wages for these groups; and

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

Section 1. Adoption of the January-June 2021 Police Guild Commissioned Employee Compensation Schedule. The City of Sumner 2021 Compensation Schedule for Police Guild Commissioned employees attached hereto as Exhibit A, covering the period from January 1, 2021, through June 30, 2021, is hereby adopted.

Section 2. Adoption of the July-October 2021 Police Guild Commissioned Employee Compensation Schedule. The City of Sumner 2021 Compensation Schedule for Police Guild Commissioned employees attached hereto as Exhibit B, covering the period from July 1, 2021, through October 31, 2021, is hereby adopted.

Section 3. Adoption of the 2021 Non-Represented Employee Compensation Schedule. The City of Sumner 2021 Compensation Schedule for Non-Represented employees attached hereto as Exhibit C, covering the period from November 1, 2021, through December 31, 2021, is hereby adopted.

Section 4. Adoption of the 2022 Compensation Schedule. The City of Sumner 2022 Compensation Schedule for Police Guild Commissioned, Non-Commissioned and Special Commissioned employees, members of the International Union of Operating Engineers Local 302 and the City's Non-represented

employees attached hereto as Exhibit D, covering the period from January 1, 2022, through December 31, 2022, is hereby adopted.

Section 5. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 6. Effective date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 7. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 18th day of October 2021.

Mayor William Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Date Adopted: *October 18, 2021*
Date of Publication:
Effective Date:

Exhibit A - 2021 COMPENSATION SCHEDULE

Effective 1/1/2021

Non-Exempt Pay Grades								
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly-Regular Part Time	Animal Care Technician	HR1	16.00	18.00	20.00	22.00	24.00	
Hourly-Regular Part Time	Pollution Prevention Specialist	HR2	26.70		29.85		33.37	
Hourly-Temporary	Intern, Laborer, Custodian	HT1	16.00	18.00	20.00	22.00	24.00	
Hourly-Temporary	Temporary Employee--Administrative	HT2	20.00	25.00	30.00	35.00	40.00	
Hourly-Temporary	Temporary Employee--Professional	HT3	40.00	45.00	50.00	55.00	60.00	
Hourly-Temporary	Judge Pro Tem, Prosecutor Pro Tem	HT4					60.00	
Labor	Custodial Technican	L1	3,193	3,376	3,569	3,774	3,990	
Professional	Technician, Administrative Assistant, Specialist, Assistant Planner	P1	4,628	4,894	5,174	5,471	5,784	
		P2	4,902	5,183	5,480	5,794	6,126	
		P3	5,107	5,400	5,709	6,036	6,382	
Technical	Administrator, Analyst, Assistant Engineer, Associate Planner, Building/Plans Inspector, Coordinator, GIS/CAD Specialist, IT Technician, Professional Standards Officer	T1	5,490	5,805	6,137	6,489	6,861	
		T2	5,812	6,145	6,497	6,869	7,263	
		T3	6,247	6,605	6,984	7,384	7,807	
Non-Exempt Represented Pay Grades								
Union-IUOE	Operator In Training	OE1	5,036		5,458			
Union-IUOE	Operator	OE2	5,682	5,918	6,080		6,477	
Union-IUOE	Engineering Technician	OE3	5,357	5,665	5,987	6,331	6,693	
Union-IUOE	Journey Operator, Lab Technician	OE4	6,080	6,334	6,598		6,871	
Union-IUOE		OE5	5,760	6,091	6,437	6,807	7,198	
Union-IUOE	Senior Operator 3, Lab Analyst 3	OE6	6,598	6,871	7,101		7,214	
Union-IUOE	Senior Operator 4, Lab Analyst 4, Senior Engineering Technician	OE7	6,871	7,101	7,443		7,558	
Union-IUOE	Electrician/Instrumentation Technician, Pretreatment Coordinator	OE8	6,962	7,250	7,551		7,936	
Union-IUOE	Chief Operator	OE9	7,967				8,357	
Union-Police Commissioned	Police Officer	PC1	6,169	6,475	6,801	7,147	7,504	7,893
Union-Police Commissioned	Police Officer Detective	PC2						8,288
Union-Police Commissioned	Police Officer Sergeant	PC3						9,314
Union-Police Support	Animal Control Shelter Assistant	PS1	3,599	3,806	4,023	4,256	4,499	
Union-Police Support	Police Records Specialist 1	PS2	4,043	4,269	4,507	4,760	5,030	
Union-Police Support	Police Records Specialist 2	PS3	4,505	4,755	5,019	5,303	5,603	
Union-Police Support	Community Service Officer	PS4	4,818	5,066	5,324	5,601	5,897	
Union-Police Support	Animal Control Officer	PS5	4,890	5,140	5,405	5,684	5,982	
Union-Police Support	Animal Control Supervisor	PS6					7,000	
Union-Teamsters	PW Operator 1, Groundskeeper 1, Mechanic 1	TM1	4,797		4,972		5,120	
Union-Teamsters	PW Operator 2, Groundskeeper 2, Meter Technician	TM2	5,673				6,227	
Union-Teamsters	Mechanic 2, Facilities Maint Tech 2	TM3	5,763				6,404	
Union-Teamsters	PW Shops Senior Operator	TM4					6,404	
Union-Teamsters	Cemetery, Fleet, Parks and PW Field Supervisors	TM5	6,827				7,426	
Exempt Pay Grades								
Operations Managers	Building Official, Communications Director, Senior Planner, Superintendent, Operational Manager	O1	6,713	7,098	7,504	7,934	8,389	
		O2	7,245	7,660	8,099	8,563	9,054	
		O3	7,695	8,136	8,602	9,095	9,616	
Professionally Licensed	Associate Engineer, Assistant Attorney, Project Manager	PL1	7,957	8,412	8,894	9,404	9,943	
Deputy Director	Deputy Chief, Chief Financial Officer, Deputy City Attorney, City Engineer	DT1	8,933	9,445	9,986	10,558	11,163	
		DT2	9,662	10,215	10,801	11,420	12,074	
Department Director	Judge (Part Time)	DD1					5,257	
Department Director	Department Director, City Attorney, Police Chief	DD2	10,416	11,012	11,643	12,311	13,016	
Executive	City Administrator	E1	11,601	12,265	12,968	13,711	14,497	

CPI-U 0.9%
 Non-Rep @ 0.9% + 0.6% Market
 Op Engineers @ 0.9% + 0.6% Market

Teamsters @ 0.9% + 0.6% Market
 Police Guild Officers @ 2% 1/1/21
 Police Support @ 1.5%

Exhibit B - 2021 COMPENSATION SCHEDULE

Effective 7/1/2021

Non-Exempt Pay Grades								
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly-Regular Part Time	Animal Care Technician	HR1	16.00	18.00	20.00	22.00	24.00	
Hourly-Regular Part Time	Pollution Prevention Specialist	HR2	26.70		29.85		33.37	
Hourly-Temporary	Intern, Laborer, Custodian	HT1	16.00	18.00	20.00	22.00	24.00	
Hourly-Temporary	Temporary Employee--Administrative	HT2	20.00	25.00	30.00	35.00	40.00	
Hourly-Temporary	Temporary Employee--Professional	HT3	40.00	45.00	50.00	55.00	60.00	
Hourly-Temporary	Judge Pro Tem, Prosecutor Pro Tem	HT4					60.00	
Labor	Custodial Technican	L1	3,193	3,376	3,569	3,774	3,990	
Professional	Technician, Administrative Assistant, Specialist, Assistant Planner	P1	4,628	4,894	5,174	5,471	5,784	
		P2	4,902	5,183	5,480	5,794	6,126	
		P3	5,107	5,400	5,709	6,036	6,382	
Technical	Administrator, Analyst, Assistant Engineer, Associate Planner, Building/Plans Inspector, Coordinator, GIS/CAD Specialist, IT Technician, Professional Standards Officer	T1	5,490	5,805	6,137	6,489	6,861	
		T2	5,812	6,145	6,497	6,869	7,263	
		T3	6,247	6,605	6,984	7,384	7,807	
Non-Exempt Represented Pay Grades								
Union-IUOE	Operator In Training	OE1	5,036		5,458			
Union-IUOE	Operator	OE2	5,682	5,918	6,080		6,477	
Union-IUOE	Engineering Technician	OE3	5,357	5,665	5,987	6,331	6,693	
Union-IUOE	Journey Operator, Lab Technician	OE4	6,080	6,334	6,598		6,871	
Union-IUOE		OE5	5,760	6,091	6,437	6,807	7,198	
Union-IUOE	Senior Operator 3, Lab Analyst 3	OE6	6,598	6,871	7,101		7,214	
Union-IUOE	Senior Operator 4, Lab Analyst 4, Senior Engineering Technician	OE7	6,871	7,101	7,443		7,558	
Union-IUOE	Electrician/Instrumentation Technician, Pretreatment Coordinator	OE8	6,962	7,250	7,551		7,936	
Union-IUOE	Chief Operator	OE9	7,967				8,357	
Union-Police Commissioned	Police Officer	PC1	6,231	6,540	6,869	7,218	7,579	7,972
Union-Police Commissioned	Police Officer Detective	PC2						8,371
Union-Police Commissioned	Police Officer Sergeant	PC3						9,407
Union-Police Support	Animal Control Shelter Assistant	PS1	3,599	3,806	4,023	4,256	4,499	
Union-Police Support	Police Records Specialist 1	PS2	4,043	4,269	4,507	4,760	5,030	
Union-Police Support	Police Records Specialist 2	PS3	4,505	4,755	5,019	5,303	5,603	
Union-Police Support	Community Service Officer	PS4	4,818	5,066	5,324	5,601	5,897	
Union-Police Support	Animal Control Officer	PS5	4,890	5,140	5,405	5,684	5,982	
Union-Police Support	Animal Control Supervisor	PS6					7,000	
Union-Teamsters	PW Operator 1, Groundskeeper 1, Mechanic 1	TM1	4,797		4,972		5,120	
Union-Teamsters	PW Operator 2, Groundskeeper 2, Meter Technician	TM2	5,673				6,227	
Union-Teamsters	Mechanic 2, Facilities Maint Tech 2	TM3	5,763				6,404	
Union-Teamsters	PW Shops Senior Operator	TM4					6,404	
Union-Teamsters	Cemetery, Fleet, Parks and PW Field Supervisors	TM5	6,827				7,426	
Exempt Pay Grades								
Operations Managers	Building Official, Communications Director, Senior Planner, Superintendent, Operational Manager	O1	6,713	7,098	7,504	7,934	8,389	
		O2	7,245	7,660	8,099	8,563	9,054	
		O3	7,695	8,136	8,602	9,095	9,616	
Professionally Licensed	Associate Engineer, Assistant Attorney, Project Manager	PL1	7,957	8,412	8,894	9,404	9,943	
Deputy Director	Deputy Chief, Chief Financial Officer, Deputy City Attorney, City Engineer	DT1	8,933	9,445	9,986	10,558	11,163	
		DT2	9,662	10,215	10,801	11,420	12,074	
Department Director	Judge (Part Time)	DD1					5,257	
Department Director	Department Director, City Attorney, Police Chief	DD2	10,416	11,012	11,643	12,311	13,016	
Executive	City Administrator	E1	11,601	12,265	12,968	13,711	14,497	

CPI-U 0.9%

Non-Rep @ 0.9% + 0.6% Market

Op Engineers @ 0.9% + 0.6% Market

Teamsters @ 0.9% + 0.6% Market
Police Guild Officers @ 2% 1/1/21 + 0.5% 7/1/21
Police Support @ 1.5%

Non-Exempt Pay Grades							
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
	Animal Care Technician		\$ 16.00	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00
Hourly-Regular Part Time	Pollution Prevention Specialist		\$ 32.00		\$ 34.00		\$ 36.00
Labor	Custodial Technican	21	\$ 3,681	\$ 3,892	\$ 4,115	\$ 4,351	\$ 4,600
Professional	Technician, Administrative Assistant, Specialist, Assistant Planner	31	\$ 4,561	\$ 4,823	\$ 5,099	\$ 5,391	\$ 5,700
		32	\$ 4,721	\$ 4,992	\$ 5,278	\$ 5,580	\$ 5,900
		33	\$ 4,961	\$ 5,246	\$ 5,546	\$ 5,864	\$ 6,200
Technical	Administrator, Analyst, Assistant Engineer, Associate Planner, Building/Plans Inspector, Coordinator, GIS/CAD Specialist, IT Technician, Professional Standards Officer	41	\$ 5,441	\$ 5,753	\$ 6,083	\$ 6,431	\$ 6,800
		42	\$ 5,602	\$ 5,922	\$ 6,262	\$ 6,621	\$ 7,000
		43	\$ 6,082	\$ 6,430	\$ 6,799	\$ 7,188	\$ 7,600
		44	\$ 6,402	\$ 6,769	\$ 7,156	\$ 7,566	\$ 8,000
Exempt Pay Grades							
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Operations Managers	Building Official, Communications Director, Senior Planner, Superintendent, Operational Manager, Associate Engineer, Assistant Attorney, Project Manager	61	\$ 6,722	\$ 7,107	\$ 7,514	\$ 7,945	\$ 8,400
		62	\$ 6,882	\$ 7,276	\$ 7,693	\$ 8,134	\$ 8,600
		63	\$ 7,362	\$ 7,784	\$ 8,230	\$ 8,701	\$ 9,200
		64	\$ 8,002	\$ 8,461	\$ 8,945	\$ 9,458	\$ 10,000
		65	\$ 8,282	\$ 8,757	\$ 9,259	\$ 9,789	\$ 10,350
Deputy Director	Deputy Police Chief, Chief Financial Officer, Deputy City Attorney, City Engineer	71	\$ 9,563	\$ 10,111	\$ 10,690	\$ 11,302	\$ 11,950
		72	\$ 10,323	\$ 10,914	\$ 11,540	\$ 12,201	\$ 12,900
		73	\$ 11,283	\$ 11,930	\$ 12,613	\$ 13,336	\$ 14,100
Department Director	Judge (Part Time)	Remove from schedule - Contract Only					
Department Director	Department Director, City Attorney,	81					\$ 14,900
	Police Chief	82					\$ 15,300
Executive	City Administrator	91					\$ 16,200
Non-Exempt Represented Pay Grades							
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Union-IUOE	Operator In Training	OE1	\$ 5,036		\$ 5,458		
Union-IUOE	Operator	OE2	\$ 5,682	\$ 5,918	\$ 6,080		\$ 6,477
Union-IUOE	Engineering Technician	OE3	\$ 5,357	\$ 5,665	\$ 5,987	\$ 6,331	\$ 6,693
Union-IUOE	Journey Operator, Lab Technician	OE4	\$ 6,080	\$ 6,334	\$ 6,598		\$ 6,871
Union-IUOE		OE5	\$ 5,760	\$ 6,091	\$ 6,437	\$ 6,807	\$ 7,198
Union-IUOE	Senior Operator 3, Lab Analyst 3	OE6	\$ 6,598	\$ 6,871	\$ 7,101		\$ 7,214
Union-IUOE	Senior Operator 4, Lab Analyst 4, Senior Engineering Technician	OE7	\$ 6,871	\$ 7,101	\$ 7,443		\$ 7,558
Union-IUOE	Electrician/Instrumentation Technician, Pretreatment Coordinator	OE8	\$ 6,962	\$ 7,250	\$ 7,551		\$ 7,936
Union-IUOE	Chief Operator	OE9	\$ 7,967				\$ 8,357
Union-Police Commissioned	Police Officer	PC1	\$ 6,231	\$ 6,540	\$ 6,869	\$ 7,218	\$ 7,579
Union-Police Commissioned	Police Officer Detective	PC2					
Union-Police Commissioned	Police Officer Sergeant	PC3					
Union-Police Support	Animal Control Shelter Assistant	PS1	\$ 3,599	\$ 3,806	\$ 4,023	\$ 4,256	\$ 4,499
Union-Police Support	Police Records Specialist 1	PS2	\$ 4,043	\$ 4,269	\$ 4,507	\$ 4,760	\$ 5,030
Union-Police Support	Police Records Specialist 2	PS3	\$ 4,505	\$ 4,755	\$ 5,019	\$ 5,303	\$ 5,603
Union-Police Support	Community Service Officer	PS4	\$ 4,818	\$ 5,066	\$ 5,324	\$ 5,601	\$ 5,897
Union-Police Support	Animal Control Officer	PS5	\$ 4,890	\$ 5,140	\$ 5,405	\$ 5,684	\$ 5,982
Union-Police Support	Animal Control Supervisor	PS6					\$ 7,000
Union-Teamsters	PW Operator 1, Groundskeeper 1, Mechanic 1	TM1	\$ 4,797		\$ 4,972		\$ 5,120
Union-Teamsters	PW Operator 2, Groundskeeper 2, Meter Tech	TM2	\$ 5,673				\$ 6,227
Union-Teamsters	Mechanic 2, Facilities Maint Tech 2	TM3	\$ 5,763				\$ 6,404
Union-Teamsters	PW Shops Senior Operator	TM4					\$ 6,404
Union-Teamsters	Cemetery, Fleet, Parks & PW Field Supervisors	TM5	\$ 6,827				\$ 7,426

CPI-U 0.9%

Non-Rep @ 0.9% + 0.6% Market

Op Engineers @ 0.9% + 0.6% Market

Teamsters @ 0.9% + 0.6% Market

Police Guild Officers @ 2% 1/1/21 + 0.5% 7/1/21

Police Support @ 1.5%

Non-Exempt Pay Grades							
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly-Regular Part Time	Animal Care Technician		\$ 16.00	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00
	Pollution Prevention Specialist		\$ 32.00		\$ 34.00		\$ 36.00
Labor	Custodial Technican	21	\$ 3,828	\$ 4,048	\$ 4,280	\$ 4,525	\$ 4,784
Professional	Technician, Administrative Assistant, Specialist, Assistant Planner	31	\$ 4,744	\$ 5,015	\$ 5,303	\$ 5,607	\$ 5,928
		32	\$ 4,910	\$ 5,191	\$ 5,489	\$ 5,803	\$ 6,136
		33	\$ 5,160	\$ 5,455	\$ 5,768	\$ 6,099	\$ 6,448
Technical	Administrator, Analyst, Assistant Engineer, Associate Planner, Building/Plans Inspector, Coordinator, GIS/CAD Specialist, IT Technician, Professional Standards Officer	41	\$ 5,659	\$ 5,983	\$ 6,326	\$ 6,689	\$ 7,072
		42	\$ 5,826	\$ 6,159	\$ 6,512	\$ 6,885	\$ 7,280
		43	\$ 6,325	\$ 6,687	\$ 7,071	\$ 7,476	\$ 7,904
		44	\$ 6,658	\$ 7,039	\$ 7,443	\$ 7,869	\$ 8,320

Exempt Pay Grades							
Classification	Typical Position Titles	Old Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Operations Managers	Building Official, Communications Director, Senior Planner, Superintendent, Operational Manager, Associate Engineer, Assistant Attorney, Project Manager	61	\$ 6,991	\$ 7,391	\$ 7,815	\$ 8,263	\$ 8,736
		62	\$ 7,157	\$ 7,567	\$ 8,001	\$ 8,459	\$ 8,944
		63	\$ 7,656	\$ 8,095	\$ 8,559	\$ 9,049	\$ 9,568
		64	\$ 8,322	\$ 8,799	\$ 9,303	\$ 9,836	\$ 10,400
		65	\$ 8,614	\$ 9,107	\$ 9,629	\$ 10,181	\$ 10,764
Deputy Director	Deputy Police Chief, Chief Financial Officer, Deputy City Attorney, City Engineer	71	\$ 9,945	\$ 10,515	\$ 11,117	\$ 11,754	\$ 12,428
		72	\$ 10,736	\$ 11,351	\$ 12,001	\$ 12,689	\$ 13,416
		73	\$ 11,734	\$ 12,407	\$ 13,118	\$ 13,869	\$ 14,664
Department Director	Department Director, City Attorney,	81					\$ 15,496
	Police Chief	82					\$ 15,912
Executive	City Administrator	91					\$ 16,848

Non-Exempt Represented Pay Grades								
Classification	Typical Position Titles	Old Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Union-IUOE	Operator In Training	OE1	\$ 5,237		\$ 5,676			
Union-IUOE	Operator	OE2	\$ 5,909	\$ 6,155	\$ 6,323		\$ 6,736	
Union-IUOE	Engineering Technician	OE3	\$ 5,571	\$ 5,892	\$ 6,226	\$ 6,584	\$ 6,961	
Union-IUOE	Journey Operator, Lab Technician	OE4	\$ 6,323	\$ 6,587	\$ 6,862		\$ 7,146	
Union-IUOE		OE5	\$ 5,990	\$ 6,335	\$ 6,694		\$ 7,486	
Union-IUOE	Senior Operator 3, Lab Analyst 3	OE6	\$ 6,862	\$ 7,146	\$ 7,385		\$ 7,503	
Union-IUOE	Senior Operator 4, Lab Analyst 4, Senior Engineering Technician	OE7	\$ 7,146	\$ 7,385	\$ 7,741		\$ 7,860	
Union-IUOE	Electrician/Instrumentation Technician, Pretreatment Coordinator	OE8	\$ 7,240	\$ 7,540	\$ 7,853		\$ 8,253	
Union-IUOE	Chief Operator	OE9	\$ 8,286				\$ 8,691	
Union-Police Commissioned	Police Officer	PC1	\$ 6,480	\$ 6,802	\$ 7,144	\$ 7,507	\$ 7,882	\$ 8,291
Union-Police Commissioned	Police Officer Detective	PC2						\$ 8,706
Union-Police Commissioned	Police Officer Sergeant	PC3						\$ 9,783
Union-Police Support	Animal Control Shelter Assistant	PS1	\$ 3,743	\$ 3,958	\$ 4,184	\$ 4,426	\$ 4,679	
Union-Police Support	Police Records Specialist 1	PS2	\$ 4,205	\$ 4,440	\$ 4,687	\$ 4,950	\$ 5,231	
Union-Police Support	Police Records Specialist 2	PS3	\$ 4,685	\$ 4,945	\$ 5,220	\$ 5,515	\$ 5,827	
Union-Police Support	Community Service Officer	PS4	\$ 5,011	\$ 5,269	\$ 5,537	\$ 5,825	\$ 6,133	
Union-Police Support	Animal Control Officer	PS5	\$ 5,086	\$ 5,346	\$ 5,621	\$ 5,911	\$ 6,221	
Union-Police Support	Animal Control Supervisor	PS6					\$ 7,280	
Union-Teamsters	PW Operator 1, Groundskeeper 1, Mechanic 1	TM1	\$ 4,797		\$ 4,972		\$ 5,120	
Union-Teamsters	PW Operator 2, Groundskeeper 2, Meter Technician	TM2	\$ 5,673				\$ 6,227	
Union-Teamsters	Mechanic 2, Facilities Maint Tech 2	TM3	\$ 5,763				\$ 6,404	
Union-Teamsters	PW Shops Senior Operator	TM4					\$ 6,404	
Union-Teamsters	Cemetery, Fleet, Parks & PW Field Supervisors	TM5	\$ 6,827				\$ 7,426	

CPI-U 5.5%

Non-Rep @ 4.0% + 0.0% Market

Op Engineers @ 4.0% + 0.0% Market

Teamsters - 2022 Unsettled

Police Guild Officers @ 4.5%

Police Support @ 4%



MEMORANDUM

DATE: October 11, 2021
TO: Sumner City Council
FROM: Jeff Steffens, Administrative Services Director
CC: Mayor Pugh
RE: Sumner Salary Survey

City of Sumner's Compensation Philosophy

As a city we have high standards for our employees and in turn it is important for them to know that as an organization we are going to provide them with a safe and supportive working environment that provides them with resources and opportunities for growth. The City of Sumner is also committed to providing fair and competitive compensation that will attract, motivate, reward, and retain highly qualified employees at all levels who will best carry out the City's mission, vision, and values.

We believe that it is in the best interest of the City to compensate our workforce fairly for the value of the work provided, within our financial ability to do so. It is our intention to use a competitive system to determine the current market value of a position based on the skills, knowledge, and abilities required to complete the job with above average proficiency.

Compensation Analysis

The compensation analysis is intended to be objective, non-discriminatory and ensure equal pay. The analysis evaluates similar positions in comparable, local cities who are most likely to attract our qualified employees. The comparable cities selected were reviewed in advance by both the Mayor and the Finance and Personnel Committee.

The Cities used for comparison in the 2021 compensation analysis include:

- Auburn
- Bonney Lake
- Federal Way
- Fife
- Gig Harbor
- Kent
- Lakewood
- Puyallup
- Tukwila

The desired path forward is to place the City's top step to sit close to 95% of the top 3 highest paid when compared to similar positions.

The last Compensation Analysis took place in 2017 and only included seven positions. Other individual positions have undergone analysis between 2017 and 2021. The 2021 analysis has been far more comprehensive in nature and included fifty-three non-represented positions. We began the process by conducting a thorough review of our job descriptions to ensure they accurately conveyed the duties and responsibilities of each position. Directors were given the opportunity to adjust job descriptions to reflect current job duties more accurately and to clean up language for consistency.

Probationary employees will be evaluated on a case-by-case basis and will not necessarily be moved to the top step in the range.

Key Objectives

The compensation analysis is designed to meet certain key objectives:

- Competitiveness: Reflect pay rates for comparable jobs within the relevant labor market.
- Internal Equity: Jobs with similar qualifications, complexity of duties and impact are assigned to similar salary bands.
- Consistency: Positions are compared based on similar job responsibilities, education and training requirements, knowledge, skills, and abilities.
- Transparency: We seek to make compensation decisions in a transparent and consistent manner, which is well-understood by all employees.
- Compression: Ensure that there is an adequate salary separation between non-represented supervisors and their union represented subordinates.

Special Considerations

Certain positions did not have an equal comparison at the selected cities. In the event they had a higher and lower comparable position, with similar job duties, the two positions were averaged to determine a reasonable comparable wage. Job duties that were similar in nature, but for different departments were still used for analysis.

Specialist positions such as Wastewater Treatment Plant Superintendent and Environmental & Sustainability Specialist positions do not have comparable positions at all the selected cities. For the WWTF position, the same comparable cities were used as for IUOE negotiations. For the Public Works Environmental & Sustainability Specialist position, the same cities were used for the survey as when we created the position in 2018.

Some current pay bands are above their comparable positions. These positions will be frozen at their current rate. CPI adjustment for 2021 will be adjusted for these positions in order to not inflate the rate

of pay higher than the comparable. For example, if a position is currently paid 3% above comparable positions, and CPI in 2022 is 4%, the position will only receive a 1% increase.

Our recommendation is that a Compensation Analysis is performed every two to four years and be incorporated into the budgeting process. Periodic review and incremental adjustments benefits both the staff and the City.

Pay Band Analysis

Hourly and Labor Pay Bands

The permanent positions in the hourly bands include the part-time, hourly Pollution Prevention Specialist and Animal Care Technician positions. The Labor pay band includes full-time Custodial positions. These positions are non-exempt, non-supervisory level positions.

Positions currently included are:

Animal Care Technician, Pollution Prevention Specialist, Custodial Technician

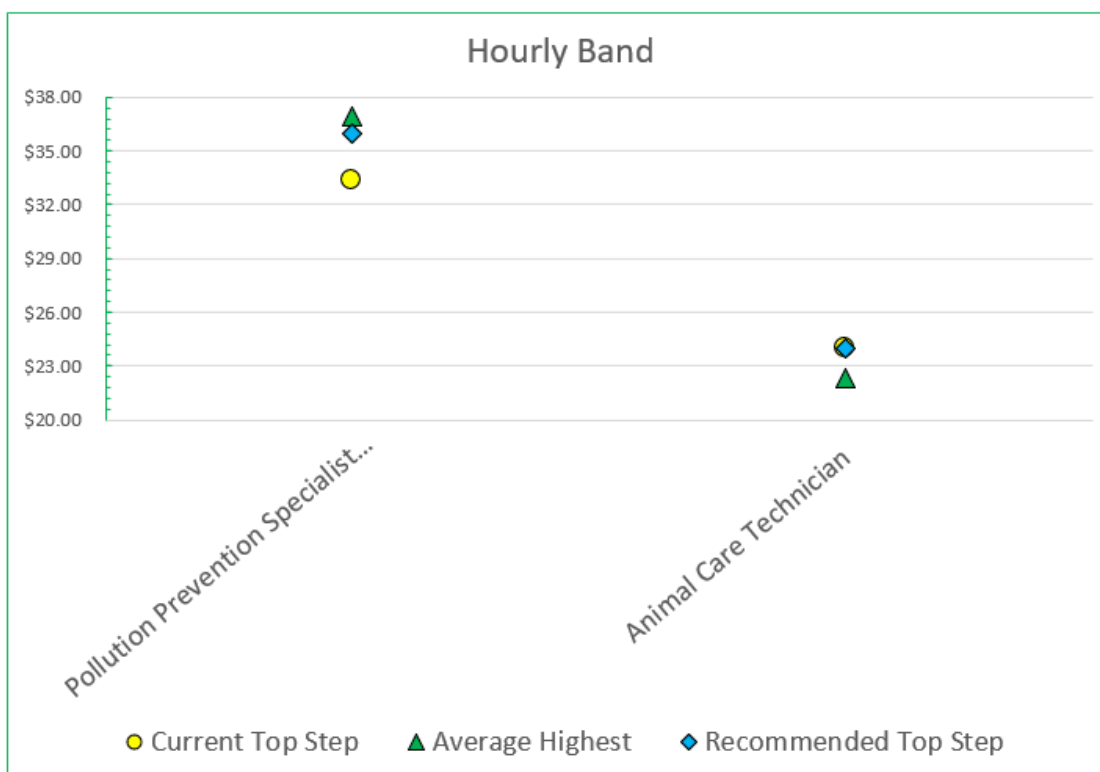
Analysis:

Most positions are below current comps.

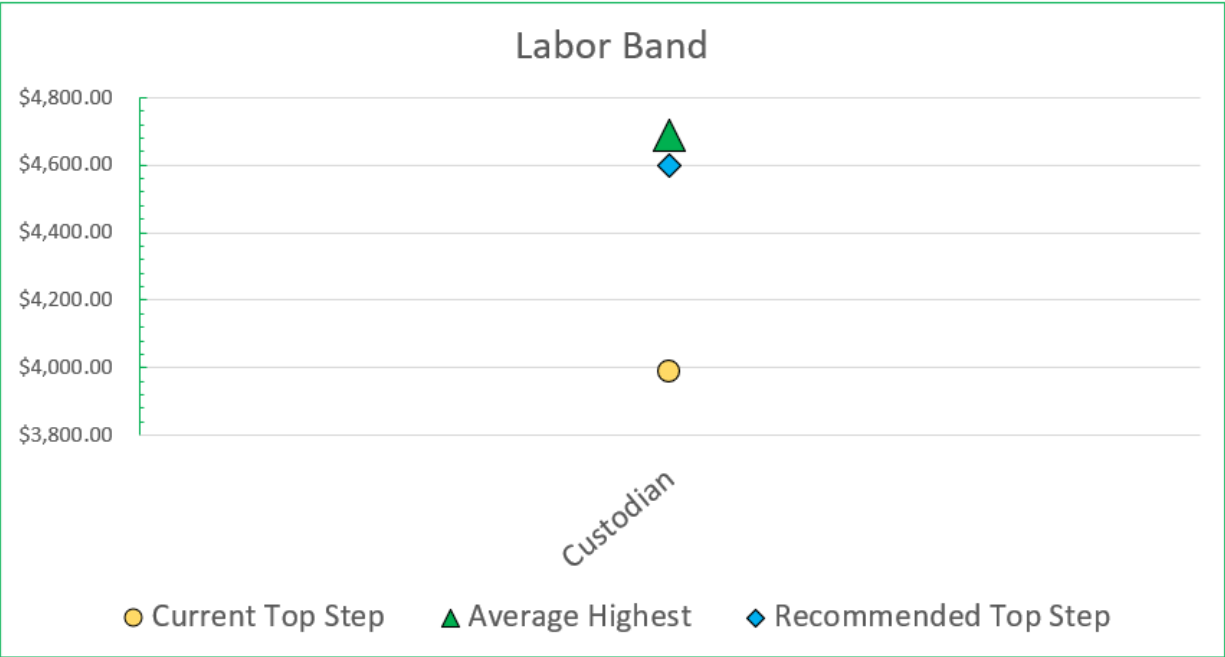
Recommendation:

Adjust salaries to meet compensation philosophy.

No changes for Animal Care Technician



		Current Pay	Top 3 Salaries	New High
			Average Highest	
Position	Vacant	High	High	High
Pollution Prevention Specialist (LSC)		\$ 33.37	\$ 36.96	\$ 36.00
Animal Care Technician		\$ 24.00	\$ 22.33	\$ 24.00



		Current Pay	Top 3 Salaries	New High
			Average Highest	
Position	Vacant	High	High	High
Custodian		\$ 3,990	\$ 4,689	\$ 4,600

Professional Pay Bands

The Professional pay bands include Technicians, Assistants and Specialists. These positions are non-exempt, non-supervisory level positions primarily providing department level support.

Positions currently included are:

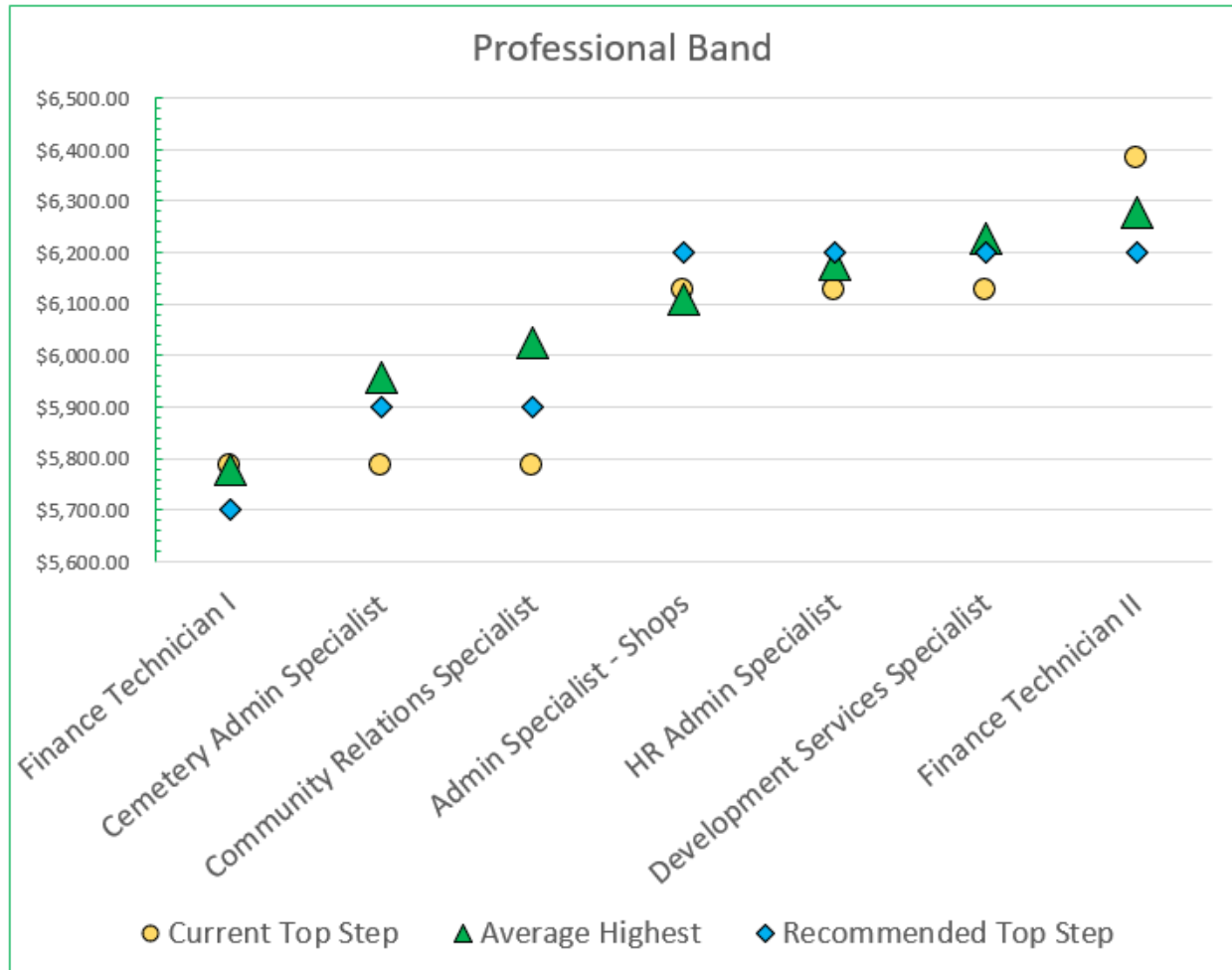
- Finance Technician 1
- Cemetery Admin Specialist
- Community Relations Specialist
- Admin Specialist – Shops
- Development Services Specialist
- HR Administrative Specialist
- Finance Technician 2
- Assistant Planners

Analysis:

Most positions are close with current comps. Finance Technician 2 and Finance Technician 1 are right in line with current comparable positions.

Recommendation:

Increase for some positions to bring in line with comparable positions. Finance Technician I and Finance Technician II pay should be frozen until pay is within new range. Move Assistant Planners to Technical Pay Band.



		Current Pay	Top 3 Salaries	New High
			Average Highest	
Position	Vacant	High	High	High
Finance Technician I	Vacant	\$ 5,784	\$ 5,778	\$ 5,700
Cemetery Admin Specialist		\$ 5,784	\$ 5,958	\$ 5,900
Community Relations Specialist		\$ 5,784	\$ 6,026	\$ 5,900
Admin Specialist - Shops		\$ 6,126	\$ 6,108	\$ 6,200
HR Admin Specialist		\$ 6,126	\$ 6,175	\$ 6,200
Development Services Specialist		\$ 6,126	\$ 6,226	\$ 6,200
Finance Technician II		\$ 6,382	\$ 6,277	\$ 6,200

Technical Pay Bands

The Technical pay bands include Administrators, Analysts, Associates, Inspectors, Coordinators, Specialists and Technicians. Positions in technical pay bands typically require additional training, experience, and education. These are non-exempt, non-supervisory level positions.

Positions currently included are:

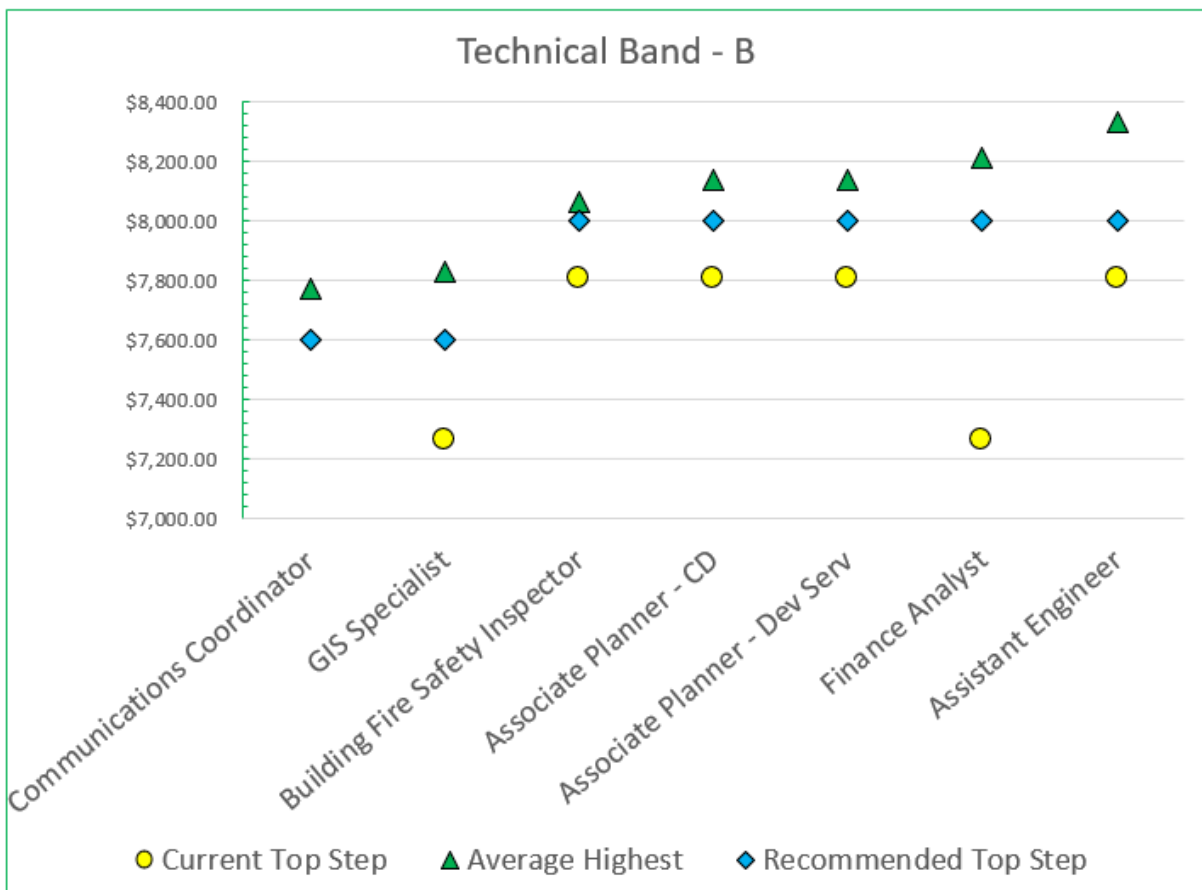
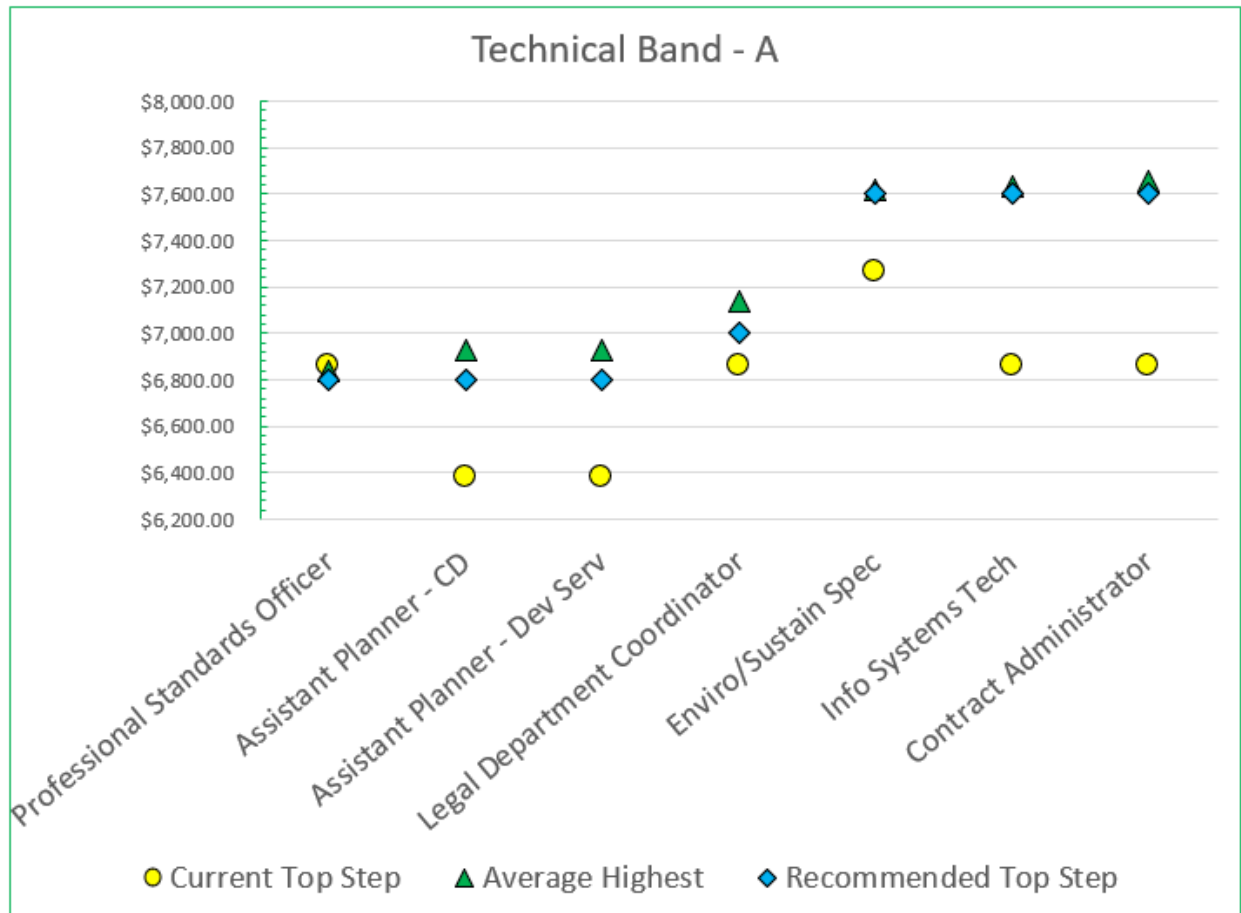
- Communications Coordinator
- Contract Administrator
- Professional Standards Officer
- Legal Department Coordinator
- Information Systems Technician
- Finance Analyst
- City Clerk
- GIS Specialist
- Environmental & Sustainability Specialist
- Assistant Engineer
- Associate Planner
- Building Fire Safety Inspector
- Info Systems Administrator

Analysis:

Compensation of the technical bands fall below market. Major outliers include City Clerk and Information Systems Technician positions which fall far behind comparable cities.

Recommendation:

Move City Clerk and IS Network Administrator to a new band in the Exempt Operations Band. Freeze Professional Standards Officer until CPI catches up.



		Current Pay	Top 3 Salaries	New High
			Average Highest	
Position	Vacant	High	High	High
Professional Standards Officer		\$ 6,861	\$ 6,839	\$ 6,800
Assistant Planner - CD	Vacant	\$ 6,382	\$ 6,929	\$ 6,800
Assistant Planner - Dev Serv		\$ 6,382	\$ 6,929	\$ 6,800
Legal Department Coordinator		\$ 6,861	\$ 7,135	\$ 7,000
Enviro/Sustain Spec		\$ 7,263	\$ 7,619	\$ 7,600
Info Systems Tech		\$ 6,861	\$ 7,635	\$ 7,600
Contract Administrator		\$ 6,861	\$ 7,656	\$ 7,600
Communications Coordinator		\$ 6,861	\$ 7,772	\$ 7,600
GIS Specialist		\$ 7,263	\$ 7,829	\$ 7,600
Building Fire Safety Inspector		\$ 7,807	\$ 8,064	\$ 8,000
Associate Planner - CD		\$ 7,807	\$ 8,137	\$ 8,000
Associate Planner - Dev Serv		\$ 7,807	\$ 8,137	\$ 8,000
Finance Analyst		\$ 7,263	\$ 8,214	\$ 8,000
Assistant Engineer	Vacant	\$ 7,807	\$ 8,332	\$ 8,000

Operations Manager Pay Bands and Professionally Licensed bands

The Operations Manager pay bands include Managers, Superintendents, Senior Planner, Communications Director and Building Official. The Professionally Licensed band includes engineer, project manager and attorney level positions where a professional license is typically required to qualify for the position. These positions are exempt, first level supervisory positions managing technical and administrative staff, and/or processes.

Positions currently included are:

HR Manager, Police Support Services Manager, Senior Planners, Public Works Manager, Communications Director, Financial Services Manager, Info Systems Manager, Shops Superintendent, Building Official, WWTF Superintendent, Associate Engineer, Assistant City Attorney, Project Manager

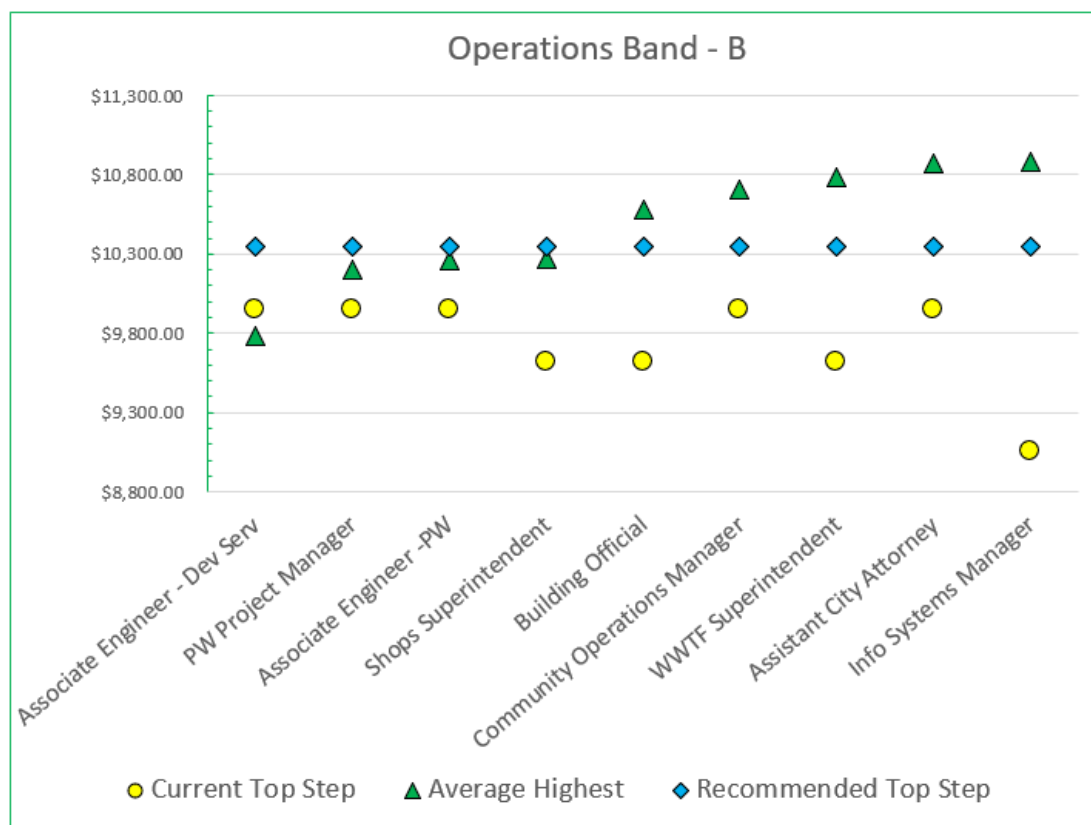
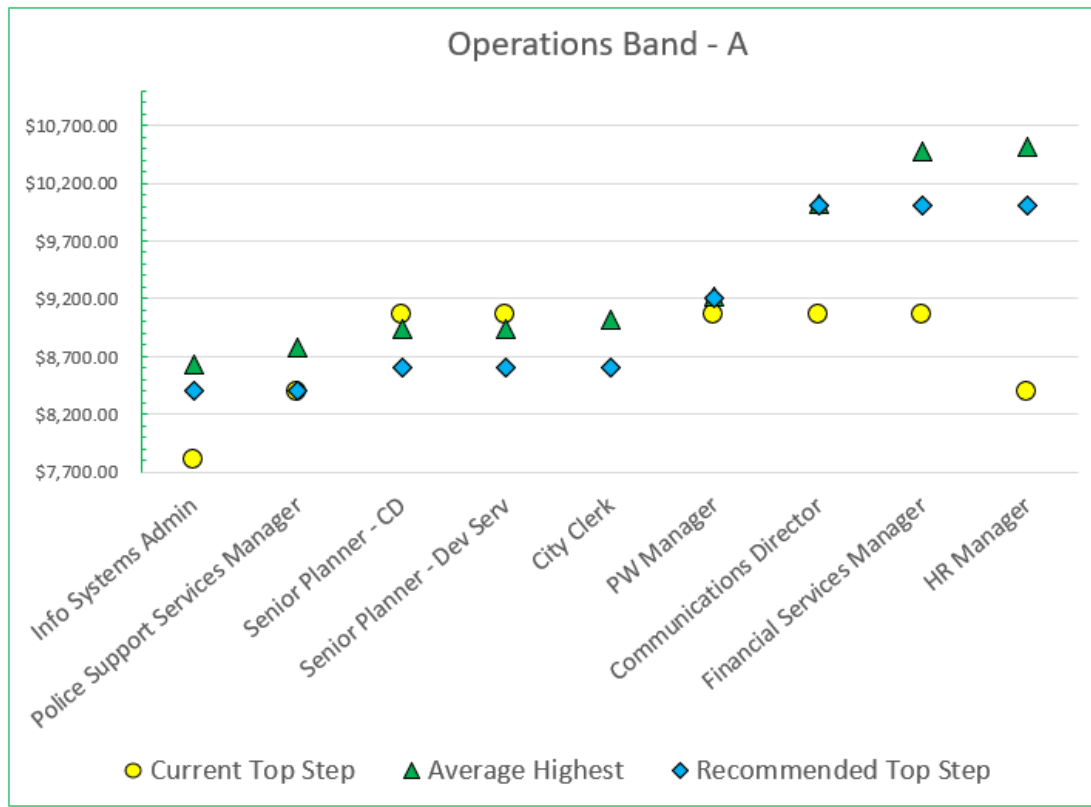
Analysis:

Several salaries were lagging comparable positions.

Recommendation:

In order to accurately stay within the goals and objectives of the salary analysis, several positions were reclassified to a different level to align with the comparable positions. The Operational and Professionally Licensed bands should be merged to allow positions which should be paid at a higher range who do not require a professional license to be included in the same pay band.

Engineering positions are slotted above City comparable positions intentionally. These positions are in high demand and our competition is often private companies such as Parametrix etc.



		Current Pay	Top 3 Salaries	New High
			Average Highest	
Position	Vacant	High	High	High
Info Systems Admin		\$ 7,807	\$ 8,634	\$ 8,400
Police Support Services Manager		\$ 8,389	\$ 8,784	\$ 8,400
Senior Planner - CD	Vacant	\$ 9,054	\$ 8,937	\$ 8,600
Senior Planner - Dev Serv	Vacant	\$ 9,054	\$ 8,937	\$ 8,600
City Clerk		\$ 7,263	\$ 9,015	\$ 8,600
PW Manager		\$ 9,054	\$ 9,213	\$ 9,200
Communications Director		\$ 9,054	\$ 10,016	\$ 10,000
Financial Services Manager		\$ 9,054	\$ 10,470	\$ 10,000
HR Manager		\$ 8,389	\$ 10,508	\$ 10,000
Associate Engineer - Dev Serv		\$ 9,943	\$ 9,783	\$ 10,350
PW Project Manager	Vacant	\$ 9,943	\$ 10,196	\$ 10,350
Associate Engineer -PW		\$ 9,943	\$ 10,259	\$ 10,350
Shops Superintendent		\$ 9,616	\$ 10,264	\$ 10,350
Building Official		\$ 9,616	\$ 10,575	\$ 10,350
Community Operations Manager		\$ 9,943	\$ 10,704	\$ 10,350
WWTF Superintendent		\$ 9,616	\$ 10,784	\$ 10,350
Assistant City Attorney	Vacant	\$ 9,943	\$ 10,871	\$ 10,350
Info Systems Manager		\$ 9,054	\$ 10,877	\$ 10,350

Deputy Director Pay Bands

The Deputy Director pay band includes positions that report to a director level position. These positions are exempt, supervisory level positions with a high level of technical expertise and experience.

Positions currently included are:

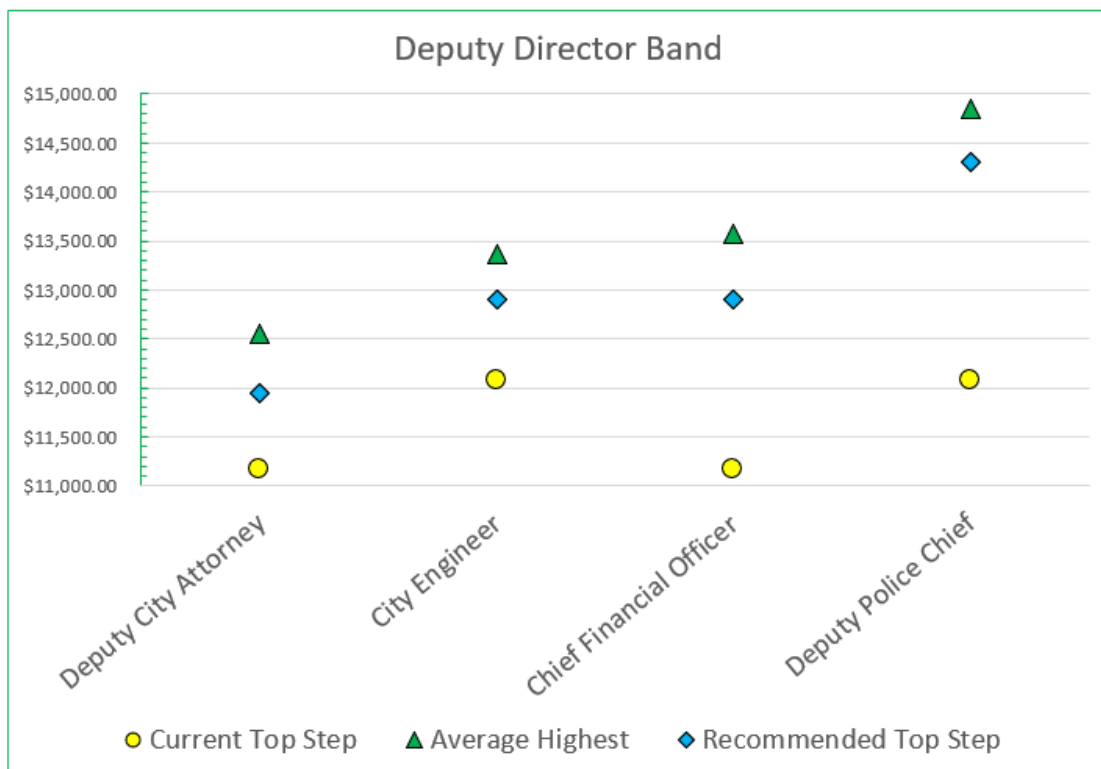
Deputy City Attorney, Chief Financial Officer, City Engineer, Deputy Police Chief

Analysis:

Deputy Director level positions were below comparable positions.

Recommendation:

Create a new 3rd band specific for the Deputy Police Chief.



		Current Pay	Top 3 Salaries	New High
			Average Highest	
Position	Vacant	High	High	High
Deputy City Attorney		\$ 11,163	\$ 12,552	\$ 11,950
City Engineer		\$ 12,074	\$ 13,358	\$ 12,900
Chief Financial Officer		\$ 11,163	\$ 13,575	\$ 12,900
Deputy Police Chief		\$ 12,074	\$ 14,849	\$ 14,300

Director and Executive Pay Bands

The Director pay band includes positions that report to the City Administrator and provide direction to an entire department or division. These positions are exempt, director level positions. The Executive pay band includes the City Administrator who reports directly to the Mayor. All positions serve at the pleasure of the mayor through employment contracts.

Positions currently included are:

Judge, Administrative Services Director, Community Development Director, Development Services Director, City Attorney, Police Chief and City Administrator

Analysis:

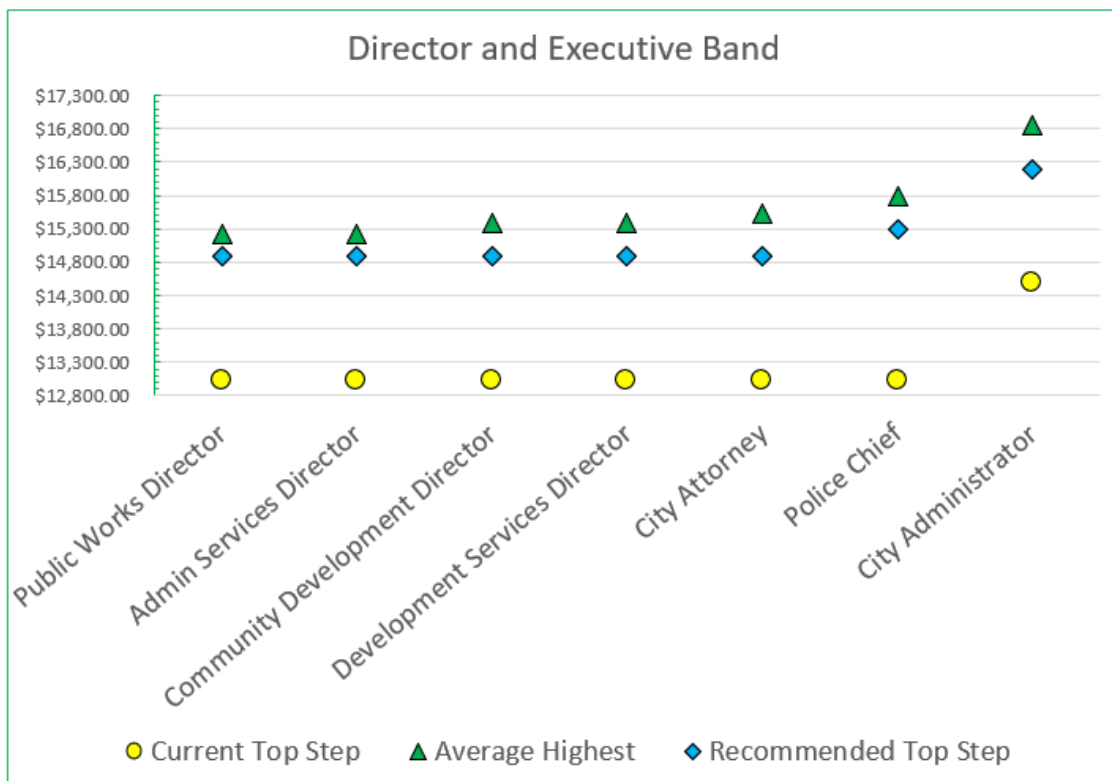
All director level positions were below comparisons, in particular the Police Chief.

City Administrator position was 14% (or more) below comparable positions.

Recommendation:

Adjust salaries to meet compensation philosophy.

Create a new band specifically for Police Chief



		Current Pay	Top 3 Salaries	New High
			Average Highest	
Position	Vacant	High	High	High
Public Works Director		\$ 13,016	\$ 15,221	\$ 14,900
Admin Services Director		\$ 13,016	\$ 15,230	\$ 14,900
Community Development Director		\$ 13,016	\$ 15,396	\$ 14,900
Development Services Director		\$ 13,016	\$ 15,396	\$ 14,900
City Attorney		\$ 13,016	\$ 15,532	\$ 14,900
Police Chief		\$ 13,016	\$ 15,793	\$ 15,300
City Administrator		\$ 14,497	\$ 16,850	\$ 16,200

SUBJECT: Sumner Meadows Purchase and Sale Agreement Extension**CATEGORY:** Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Purchase and Sale Agreement Extension & Exhibits

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

In September of 2018, the City entered into a Restated Purchase and Sale Agreement (PSA) with CSHV Sumner Meadows, LLC - the contract purchaser of the golf course. At that time, the property being sold was revised, as was the purchase price. The term of that PSA goes through May, 2022. Since entering into the PSA, there have been many delays that have been beyond the control of either the City or the Buyer. The Buyer requested an extension of the PSA, and the City staff agreed to recommend that Council authorize one final extension, for a term of 3 years. The extension contains a requirement that if the buyer is able to access and begin development on at least one full parcel, that it must close on the entire property early, granting back to the City and/or BNSF the right to use the other parcel if required as a condition of any issued Corp permit. The proposed extension also contains a clause requiring the buyer to coordinate its development with the City's environmental team to ensure that the City's White River project to the south can obtain and comply with the zero rise standards set forth by code. The terms of the extension offer benefits to the City's project (both funding and design) and is appropriate given that the delays on the transaction closing have been beyond the control of the Buyer.

COUNCIL COMMITTEE/STUDY SESSION: Public Works**MEETING/STUDY SESSION DATE:** 10/11/2021**COMMITTEE RECOMMENDATION:** do-pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to execute an extension to the November 13, 2018 Purchase and Sale Agreement between the City and CSHV Sumner Meadows, LLC substantially in the form as attached, and approved by the City Attorney.

SECOND AMENDMENT
TO SECOND AMENDED AND RESTATED
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This SECOND AMENDMENT TO SECOND AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “Amendment”) is made and entered into as of _____, 2021 by and between THE CITY OF SUMNER, WASHINGTON, a Washington municipal corporation (“Seller”), and CSHV SUMNER MEADOWS, LLC, a Delaware limited liability company (“Buyer”). All capitalized terms used herein which are not otherwise defined herein shall have the meaning ascribed to them in the Second Amended and Restated Purchase Agreement (as hereinafter defined).

RECITALS

A. Buyer and Seller have entered into that certain Second Amended and Restated Purchase and Sale Agreement and Joint Escrow Instructions, dated as of November 15, 2018, as amended by that certain First Amendment to Second Amended and Restated Purchase and Sale Agreement and Joint Escrow Instructions dated as of December 23, 2019 (collectively, the “Second Amended and Restated Purchase Agreement”), in connection with the sale by Seller to Buyer of certain Property more particularly described therein.

B. On _____, 2020, Seller and BNSF jointly applied to the U.S. Army Corps of Engineers (the “Corps”) for a permit under Section 404 of the Clean Water Act (the “Permit”), which Permit would authorize the discharge into the waters of the United States (“WOTUS”) of dredged or fill material associated with Seller’s construction of Seller’s White River flood plain restoration project, including certain staging activities proposed to occur on the Property (the “Flood Project”);

C. As set forth in Seller’s application for the Permit and materials submitted by Seller in support of that application, the discharges authorized by the Permit would include the fill of all WOTUS, or features claimed by the Corps to be WOTUS, located on the Property (the “Fill Activities”);

D. Buyer and Seller acknowledge that, from and after the Closing, to carry out the Fill Activities as authorized by the Permit and otherwise complete construction of the Flood Project, Seller will need access to, and use of, all or a portion of the Property (“Seller’s Required Use Conditions”);

E. Buyer and Seller further acknowledge that, in order for Buyer to be able to proceed with its proposed industrial project at the Property from and after the Closing, Buyer will need at a minimum (and among other things) at Closing sole access to and use of the entirety of either (i) that portion of the Property depicted on Exhibit A attached hereto (“Parcel A”) or (ii) that portion of the Property depicted on Exhibit B attached hereto (“Parcel B”; and collectively with Parcel A, the “Parcels”; and each individually, a “Parcel”), with all WOTUS on the Parcels having been filled by Seller or with sufficient authority as reasonably confirmed by Buyer for Buyer to fill all such WOTUS, in accordance with the Permit;

F. Buyer and Seller desire to further amend the Second Amended and Restated Purchase Agreement as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Conditions Precedent to Closing. The first paragraph of Paragraph 6(a) of the Second Amended and Restated Purchase Agreement is hereby amended to read as follows:

(a) Buyer's Conditions. The following are conditions precedent to Buyer's obligations to purchase the Property under this Agreement (the "Buyer Conditions Precedent"). The Buyer Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing. In the event any Buyer Condition Precedent is not satisfied by the Closing Date (as the same may be extended up to three (3) times for six (6) months in each case, in the sole and absolute discretion of Buyer), Buyer may, in its sole and absolute discretion, terminate this Agreement in its entirety, and, subject to the provisions of Paragraph 7, the Deposit shall be returned to Buyer, and all obligations of Buyer and Seller hereunder (except provisions of this Agreement which recite that they survive termination) shall terminate and be of no further force or effect. For the avoidance of doubt, (i) if any of the Buyer Conditions Precedent are not satisfied as of the Closing Date, Buyer may, in its sole and absolute discretion, elect to either (A) terminate this Agreement, in which event the Deposit shall be returned to Buyer, (B) waive such conditions in writing and acquire the Property on the Closing Date or (C) extend the Closing Date (and the Outside Closing Date) for six (6) months, and (ii) if such date has been extended for six (6) months by Buyer, at the conclusion of such six (6) month period (i.e., on the new Closing Date) (which, for the avoidance of doubt, would be May 17, 2021), Buyer shall again, in its sole and absolute discretion, have the options set forth in clauses (A), (B) and (C) above. If Buyer elects to further extend for the second six (6) month period, then at the conclusion of such further extended period (i.e., on the new Closing Date) (which, for the avoidance of doubt, would be November 17, 2021), Buyer shall have the options identified in clauses (A), (B) and (C) above. If Buyer elects to further extend for the third six (6) month period, then at the conclusion of such further extended period (i.e., on the new Closing Date) (which, for the avoidance of doubt, would be May 17, 2022), Buyer shall have the options identified in clauses (A) and (B) above and in addition, Buyer shall have the further option to extend the Closing Date (and the Outside Closing Date) for three (3) additional years (which, for the avoidance of doubt, would bring the Outside Closing Date to May 19, 2025). If Buyer elects, in its sole and absolute discretion, to further extend for the three (3) year period, then at the conclusion of such further extended period (i.e., on the new Closing Date and Outside Closing Date of May 19, 2025), Buyer shall have the options identified in clauses (A) and (B) above.

2. Escrow and Closing. Paragraph 8(b) of the Second Amended and Restated Purchase Agreement is hereby amended to read as follows:

(b) Closing. Subject to the satisfaction (or waiver by Buyer, as applicable) of all Buyer Conditions Precedent and Buyer's right to extend the Closing Date (and the Outside Closing Date) as set forth in Paragraph 6(a), the Closing shall take place on such date as Buyer

elects in its sole and absolute discretion provided that Buyer delivers to Seller thirty (30) days' prior written notice of such date; provided, however, that in no event shall the Closing occur on a date later than the Outside Closing Date (provided, further, that (i) Buyer shall have the right to withdraw such prior written notice and set the Closing Date for a new date provided such date is not later than the Outside Closing Date and (ii) Buyer shall have no further obligation to deliver such notice during the period commencing as of the date that is thirty (30) days immediately prior to the Outside Closing Date). Notwithstanding the immediately preceding sentence, if Buyer exercises its right to extend the Closing Date (and the Outside Closing Date) for the final three (3) year period to May 19, 2025 as described in Paragraph 6(a), the Closing shall occur on the date that is thirty (30) days after all Buyer Conditions Precedent are satisfied (or waived by Buyer), but not later than May 19, 2025; provided, further, that the Closing Date (and Outside Closing Date) as so extended by Buyer may be additionally extended one time by Seller (upon prior cooperative consultation with Buyer and upon 15 days' prior written notice to Buyer) for a period of time reasonably necessary to complete Seller's Required Use Conditions. In consideration of such extension in the immediately preceding sentence, Seller shall use commercially reasonable efforts to promptly complete and satisfy all of Seller's Required Use Conditions. Notwithstanding anything in this Agreement to the contrary, in no event shall Seller's Required Use Conditions constitute Seller Conditions Precedent. For purposes of this Agreement, (i) the term "Closing" means the date upon which the Deed conveying title to the Real Property to Buyer is recorded in the real property records of the County in which the Real Property is located and (ii) the "Outside Closing Date" means the date that is two (2) years after the Second Amended and Restated Effective Date, subject to Buyer's right to extend the Closing Date and the Outside Closing Date as set forth in Paragraph 6(a). The date on which the Closing occurs is herein referred to as the "Closing Date". The parties shall deliver into escrow with Escrow Holder prior to the Closing Date all executed closing documents as hereinafter enumerated and funds contemplated hereby.

3. Setting an Earlier Closing Date.

(a) Buyer is willing to close on the entirety of the Property in accordance with the Second Amended and Restated Purchase Agreement provided that Buyer shall in all events, at Closing, retain sole access to and use of the entirety of either Parcel A or Parcel B (such Parcel, the "Available Parcel"), and provided, further, that (i) all of the Buyer Conditions Precedent with respect to the Available Parcel are satisfied (or waived by Buyer in writing) at Closing in accordance with the Second Amended and Restated Purchase Agreement, and (ii) on or before the Closing Date, Buyer determines in its sole and absolute discretion and notifies Seller in writing (the "Buyer Determination Notice") that all of the Buyer Conditions Precedent with respect to the other Parcel which is not the Available Parcel (such other Parcel, the "Remaining Parcel") are capable of being satisfied within two (2) years after the actual Closing.

(b) Upon Buyer's delivery of the Buyer Determination Notice to Seller, Seller shall thereafter have the right to deliver written notice to Buyer (the "Seller Notice to Proceed") to cause the Closing to occur within thirty (30) days from Buyer's receipt of the Seller Notice to Proceed.

(c) Subject to the terms of this Section 3, from and after the Closing, Seller shall be entitled access to, and use of, the Remaining Parcel as may be required for Seller to

satisfy any and all of Seller's Required Use Conditions; provided, however, that such access and use of the Remaining Parcel by Seller shall (i) be subject and pursuant to an access agreement to be mutually agreed upon by Seller and Buyer in their respective reasonable discretion prior to Closing (the "Seller Access Agreement"), which Seller Access Agreement shall include, among other things, customary indemnification, repair and insurance obligations of Seller in connection with such access and use of the Property by Seller, (ii) be limited to only those portions of the Remaining Parcel, and for such period of time not to exceed two (2) years, in each case, as is necessary to satisfy Seller's Required Use Conditions, and (iii) not delay, impair, prevent or otherwise adversely impact the construction and completion of Buyer's proposed project on the Available Parcel. It shall be a Buyer Condition Precedent that the Seller Access Agreement is mutually executed prior to the Closing in accordance with this Section 3(c), and in no event shall Seller's failure to enter into the Seller Access Agreement prior to the Closing delay the Closing or constitute the failure of a Seller Condition Precedent.

(d) In the event the Closing occurs in accordance with this Amendment and all Buyer Conditions Precedent have not been satisfied with respect to the Remaining Parcel as of the Closing, then, notwithstanding the waiver of any such conditions by Buyer prior to the Closing, Seller shall, as a covenant that survives Closing, cooperate with Buyer as may be reasonably required in connection with Buyer's efforts to satisfy such Buyer Conditions Precedent which remain unsatisfied as of the Closing until the date all such Buyer Conditions Precedent are satisfied. In the event that Seller breaches its obligations as set forth in the preceding sentence, then, notwithstanding anything to the contrary in the Second Amended and Restated Purchase Agreement, Buyer shall have all rights and remedies at law and in equity.

(e) Provided it is not inconsistent with any permit or condition attached to a permit issued for construction of Seller's Flood Project, and provided Buyer has obtained any and all necessary permits, from and after the Closing Buyer shall have the unilateral right to fill any and all WOTUS in their entirety, to the extent such WOTUS is/are located across both Parcels and such right shall be further documented in the Seller Access Agreement. This Section 3 shall survive the Closing.

4. Flood Standard. Buyer and Seller acknowledges and agree that, from and after the Closing, any grading performed at the Property by or on behalf of Buyer in connection with Buyer's proposed industrial project at the Property shall be in substantial conformance with the property line elevations and specifications set forth on the conceptual grading plans attached hereto as Exhibit C.

5. No Waiver. Nothing contained herein shall be or be deemed to be a waiver by Buyer or Seller of any rights or remedies under the Second Amended and Restated Purchase Agreement.

6. Full Force and Effect. Except as expressly amended and modified hereby, the Second Amended and Restated Purchase Agreement is and shall remain in full force and effect, and the terms and provisions of the Second Amended and Restated Purchase Agreement are hereby ratified and affirmed in their entirety. All references to the Second Amended and Restated Purchase Agreement in the Amendment shall be deemed to refer to the Second Amended and Restated Purchase Agreement as amended by this Amendment.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. This Amendment shall be deemed executed and delivered upon each party's delivery of executed signature pages, which signature pages may be delivered electronically or by facsimile with the same effect as delivery of the originals.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have examined and executed this Amendment as of the date first written above.

Buyer:

CSHV SUMNER MEADOWS, LLC, a Delaware
limited liability company

By: California State Teachers' Retirement
System, a public entity, its sole member

By: _____

(Print Name and Title)

[Signatures continued on next page.]

[Signatures continued from previous page.]

Seller:

CITY OF SUMNER, a Washington municipal
corporation

By: _____

Mayor William L. Pugh

ATTEST:

Michelle Converse, City Clerk

APPROVED AS TO FORM:

Andrea Marquez, City Attorney

[End of signatures.]

EXHIBIT A
DESCRIPTION OF PARCEL A

DRAFT

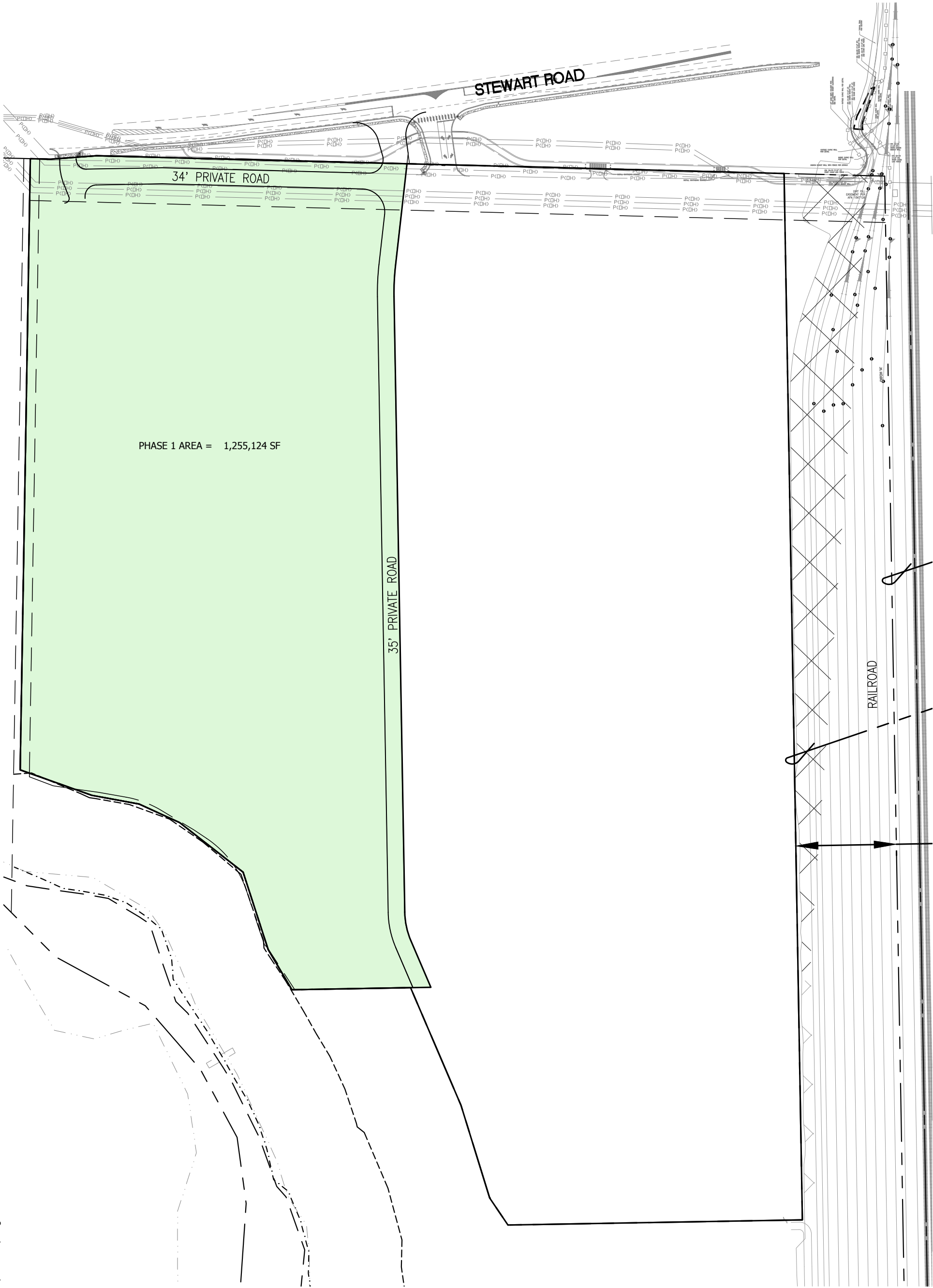


EXHIBIT B
DESCRIPTION OF PARCEL B

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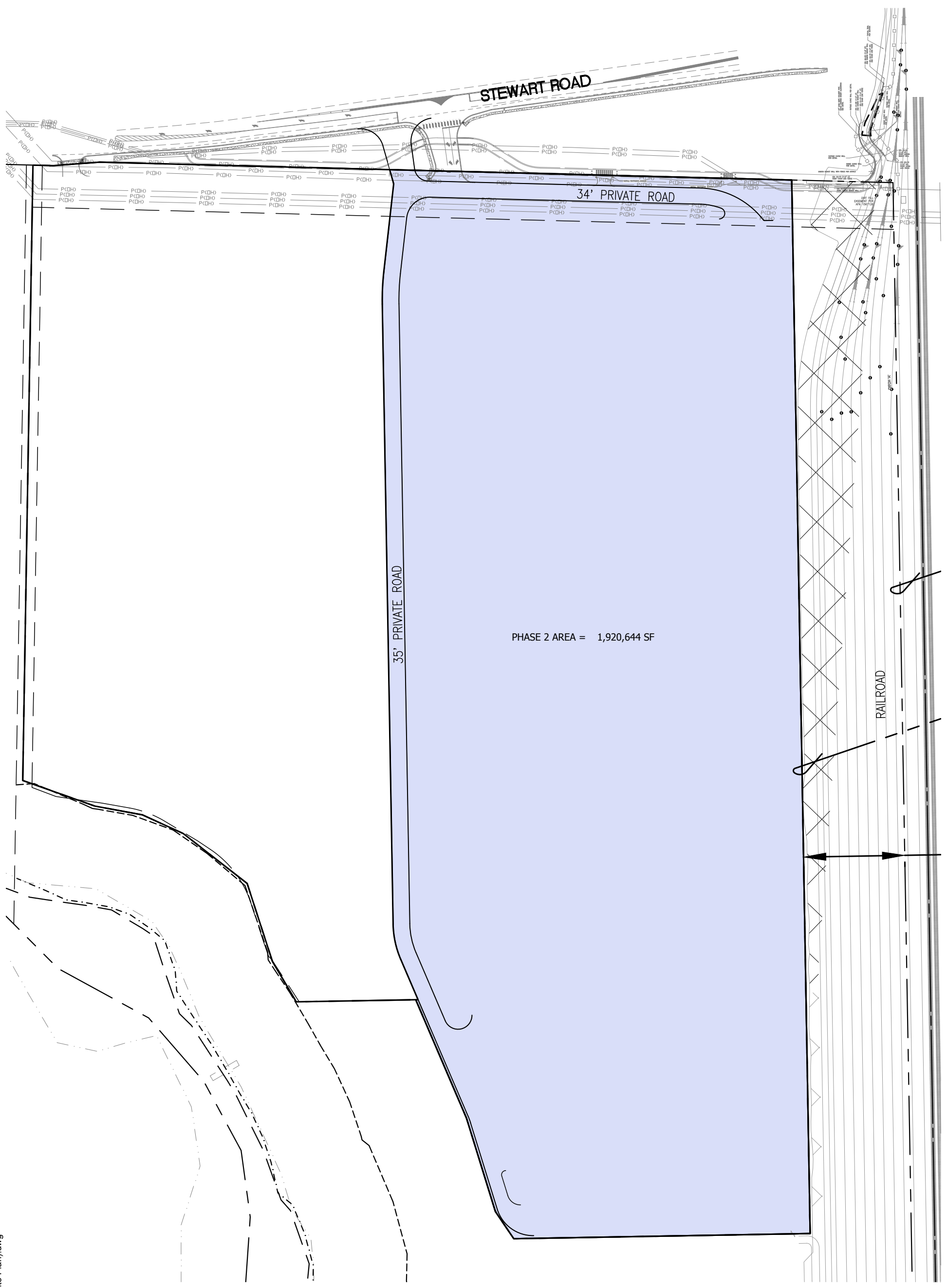
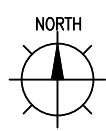


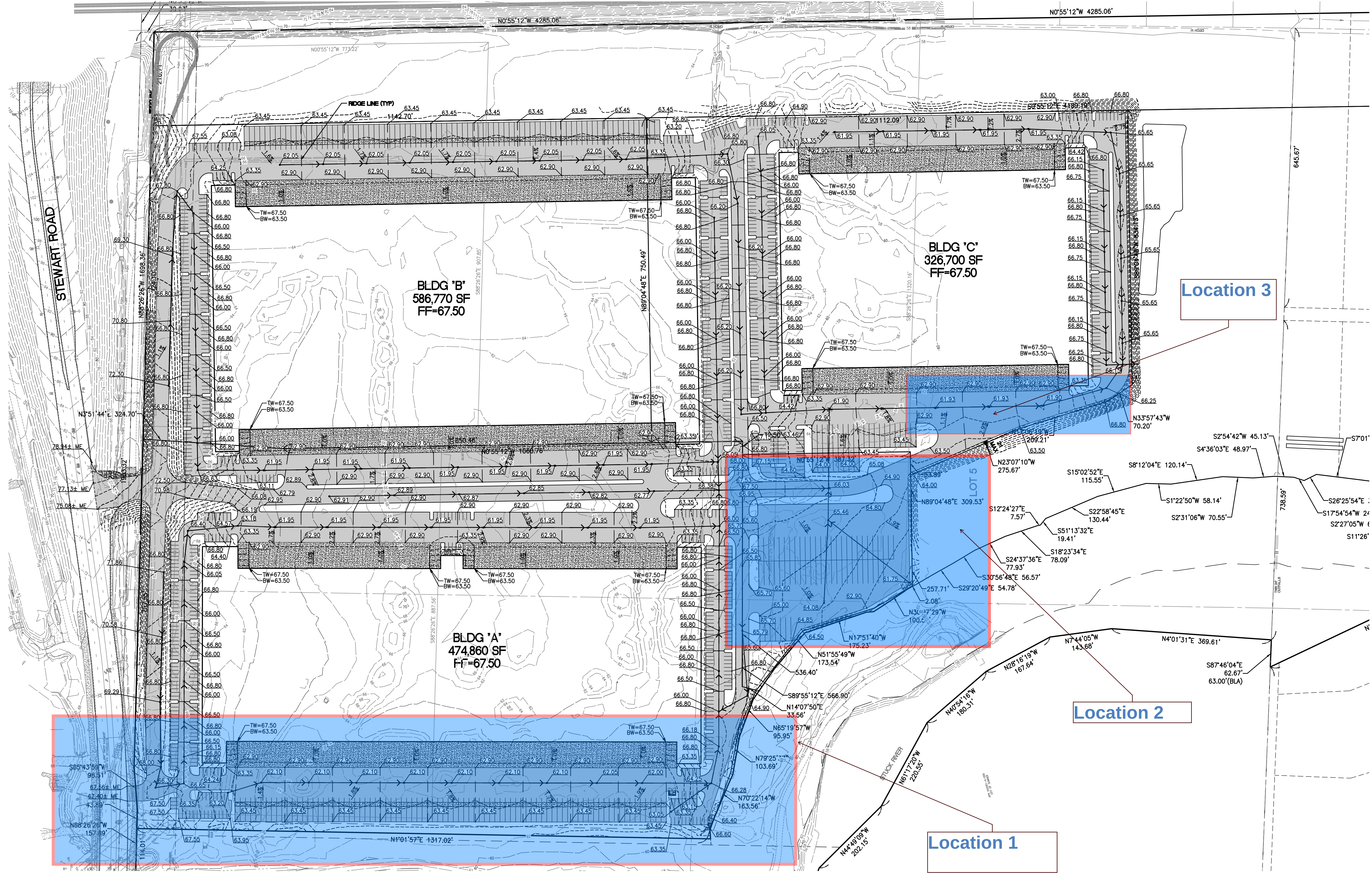
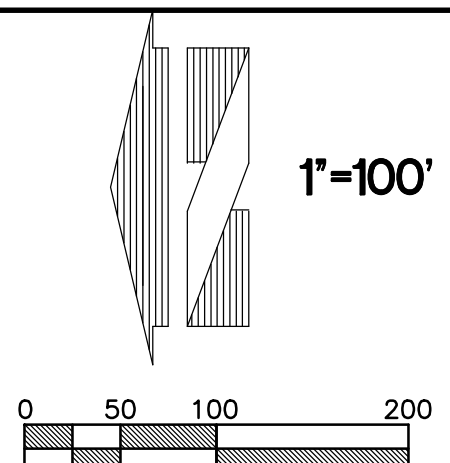
EXHIBIT C
CONCEPTUAL GRADING PLANS

[See attached.]

DRAFT

NSD Markup
7/19/2021

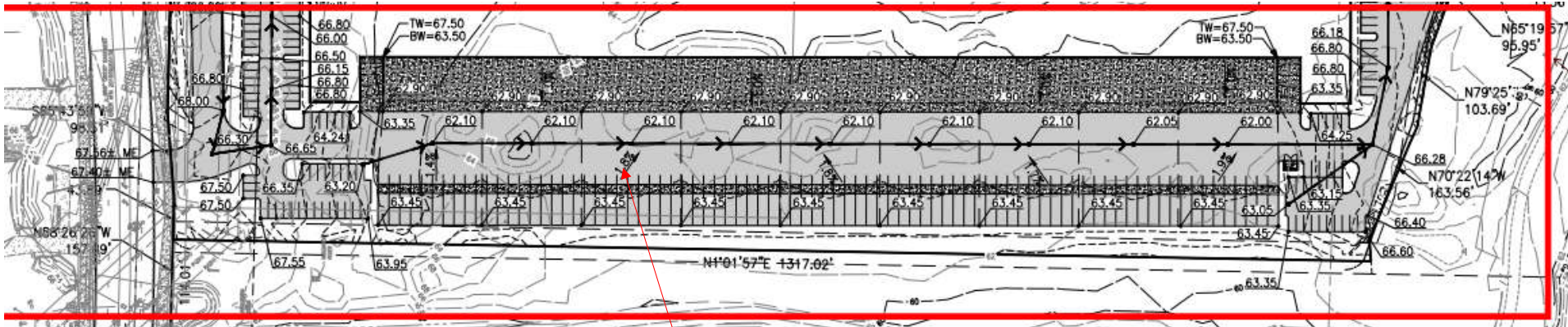
CONCEPTUAL GRADING PLAN
FOR
PACIFIC NW LOGISTICS CENTER
PTN OF THE SE¼ OF SEC 1, TWP 20 N., RGE 4 EAST, W. M.
CITY OF SUMNER PIERCE COUNTY STATE OF WASHINGTON



Job Number 16408		 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Designed <u>LD</u> Drawn <u>LD</u> Checked <u>WED</u> Approved <u>JP</u> Date 11/14/19		Scale: Horizontal 1"=100' Vertical —		11/14/2019		For: KG INVESTMENTS 11225 SE 6TH STREET, SUITE 215 BELLEVUE, WA 98004		Title: CONCEPTUAL GRADING PLAN FOR PACIFIC NW LOGISTICS CENTER				No.		Date	By	Ckd.	Appr.	Revision	
Sheet 1 of 1																						

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Location 1 – Western property boundary



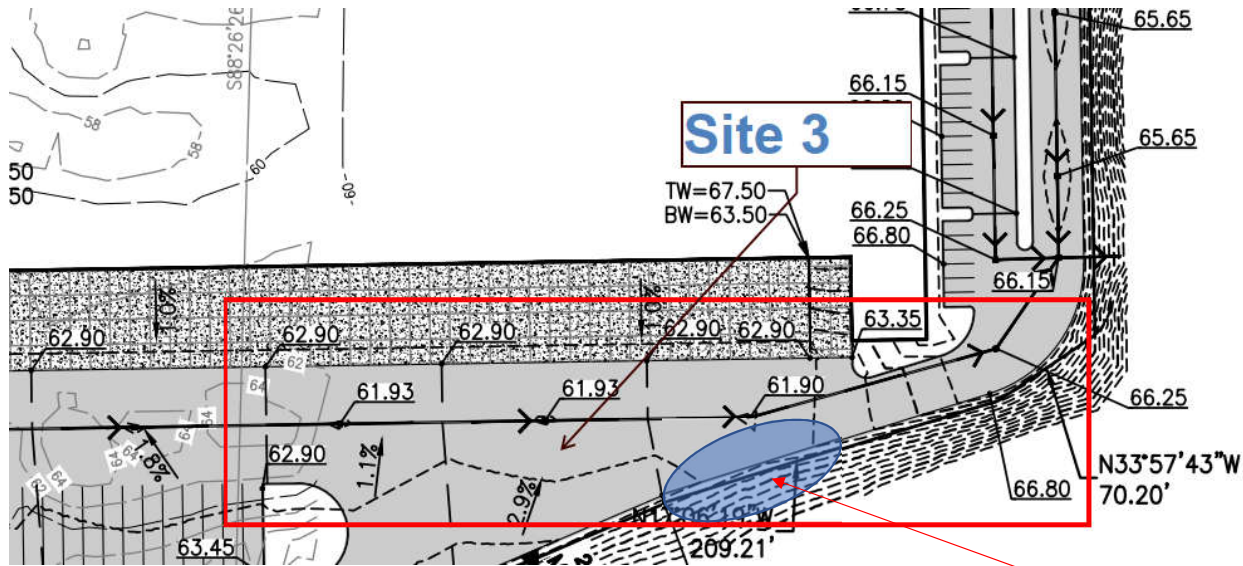
- Current match grade is 63.45 along the western property boundary. This matches grade around in cut at the north end, and fill in the south end
- Need to increase match grade elevation to minimum 64 plus desired freeboard.
- If minimum 1 ft freeboard, then El. 65

Increase match grade elevation along the west side of the parking lot to min. 65 (assuming 1 ft freeboard)

Topographic map showing a proposed road and drainage system. The map includes a north arrow, spot elevations, and drainage contours. Key features include a proposed road with a 1.0% and 1.9% grade, a drainage ditch, and a culvert. The map is labeled with various dimensions and bearings, such as N89°04'48"E 309.53' and N17°51'40"W 175.23'. A red box highlights the area around the culvert and the drainage ditch.

- Increase match grade elevation along the west side of the parking lot to min. 63 (assuming 1 ft freeboard)

Location 3 – southern corner of Building C



- Current proposed grade ramps down to 61.90 adjacent to project boundary
- Minor increase to to increase match grade elevation to El 62.

Extend ramp to maintain elevation of 62 in the blue shaded area (assuming 1 ft freeboard)

OCTOBER 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2
4	5	6	7	8	9
6:00PM Regular Council Meeting (Virtual)	4:00PM Public Works Committee (Virtual) 6:00PM American Rescue Plan Act Committee (Virtual)	5:30PM Finance Committee (Virtual)	4:30PM Forestry/Parks Commission (Virtual) 6:00PM Planning Commission (Virtual)		
11	12	13	14	15	16
6:00PM Study Session (Virtual)		CANCELLED 6:30PM Design Commission (Virtual)			
18	19	20	21	22	23
6:00PM Regular Council Meeting (Virtual)		5:00PM Public Safety (Virtual)			
25	26	27	28	29	30
6:00PM Study Session (Virtual)		5:00PM CD Committee (Virtual)	5:30PM Arts Commission (Virtual)		

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

Name: Michelle Converse, CMC

Title: City Clerk

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

NOVEMBER 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6
6:00PM Regular Council Meeting (Virtual)	4:00PM Public Works Committee (Virtual) 6:00PM American Rescue Plan Act Committee	5:30PM Finance Committee (Virtual)	6:00PM Planning Commission (Virtual)		
8	9	10	11	12	13
6:00PM Study Session (Virtual)		6:30PM Design Commission (Virtual)	4:30PM Forestry/Parks Commission (Virtual)		
15	16	17	18	19	20
6:00PM Regular Council Meeting (Virtual)		5:00PM Public Safety (Virtual)			
22	23	24	25	26	27
6:00PM Study Session (Virtual)		5:00PM CD Committee (Virtual)	5:30PM Arts Commis (Virtual)	HOLIDAY – CITY HALL CLOSED	
29	30				

*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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Website: **www.sumnerwa.gov**