



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

Please click the link below to join the webinar:

<https://sumnerwa-gov.zoom.us/j/89237240670>

Or One tap mobile : +12532158782,,89237240670# or +13462487799,,89237240670#

Or Telephone: +1 253 215 8782

Webinar ID: 892 3724 0670

CALL TO ORDER

Pledge of Allegiance

Invocation - Pam Osborne

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

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

CONSENT AGENDA

1. Approval of the minutes from the January 18, 2022 regular council meeting, the study session of January 24, 2022 and the special study session from January 31, 2022.
2. Resolution No. 1615 - Interlocal Agreement with East Pierce Fire and Rescue for Investigation Services
3. Resolution No. 1616 - Interlocal Agreement with the City of Bonney Lake for Municipal Court Services
4. Resolution No. 1617 - Interlocal Agreement with the City of Bonney Lake for Building Inspection Services
5. Operations Facility - Design Contract Supplement

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
 - a. Ordinance No. 2806 - Adding the Lucy V. Ryan Park as a City Park
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 date 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. ~~Ordinance No. 2800 – Authorizing Condemnation For New Public Works Operations Facility~~
- b. Resolution No. 1608 - Community Court Interlocal Agreement with Bonney Lake
- c. Ordinance No. 2808 - Amending Sumner Municipal Code No. 10.36 - Parking
- d. Resolution No. 1612 - 2022 Refuse and Recycling Rates
- e. Ordinance No. 2813 - 2021/2022 Biennial Budget Amendment

4. Reports

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

5. Executive Session

6. Adjournment

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

SUBJECT: Approval of the minutes from the January 18, 2022 regular council meeting, the study session of January 24, 2022 and the special study session from January 31, 2022.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - January 18, 2022 Regular Council Meeting
2. Minutes - January 24, 2022 Study Session
3. Minutes - January 31, 2022 Special Study Session

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Meeting minutes from the previous council meetings.

COUNCIL COMMITTEE/STUDY SESSION:
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MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as written.

CITY OF SUMNER
Council Meeting
Minutes – January 18, 2022

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 Kathy Hayden presiding.

Staff present via electronic device: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, Communications Director Carmen Palmer, Chief Financial Officer Kassandra Raymond, Community Development Director Ryan Windish, Development Services Director Doug Beagle, and City Clerk Michelle Converse

Mayor and Councilmembers present via electronic device: Mayor Kathy Hayden, Councilmembers Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

CONSENT AGENDA

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

1. Approval of checks and electronic payments in the amount of \$987,571.99.
2. Approval of the minutes from the regular council meeting of January 3, 2022 and January 10, 2022, study session.
3. Resolution No. 1607 - Accept Pierce County LTAC Grant (Stay in Sumner Campaign)
4. Resolution No. 1609 - Accept Pierce County LTAC Grant (Sumner Main Street Design Project)
5. Associate Engineer Compensation Approval
6. WWTF Biosolids Equipment Modernization - Consultant Services Agreement
7. Water Rights Pilot Project - Consultant Amendment
8. Finance & Personnel Committee Members

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was no Public Hearing.

UNFINISHED BUSINESS

There was none tonight.

PUBLIC COMMENT

Sumner Bonney Lake School District Superintendent Dent was joined by Deputy Superintendent Dr. Thua Ament recognized Chief Moericke for his great leadership and professional police department. The district thanked the Chief and department for their commitment to programs such as School Resource Officer.

NEW BUSINESS

Ordinance No. 2804 – 2021/2022 Biennial Budget Amendment

MOVED BY REED, SECONDED BY NEUMAN TO APPROVE ORDINANCE NO. 2804-AMENDING THE 2021/2022 BIENNIAL BUDGET.

Jeff Steffens, Administrative Services Director addressed the Council.

The COVID-19 pandemic has seriously affected Fleet Reserves, rising costs and limited inventory have necessitated a budget adjustment. Our current bucket truck is a vital piece of equipment that is used by both the Parks and Shops departments. It was scheduled in the budget to be replaced in 2022 but with rising costs, we are \$70k over the original estimate we received in the summer of 2020. With current supply shortages, it will take one year from the order to delivery, but it is important we move forward now to lock in our price.

The pandemic has also shifted the work location of many of our field staff. Rather than being all together in the Shops building, they are spread out throughout the city in various satellite locations. This change in location has made it necessary to purchase an additional water quality truck as it is no longer feasible for our two employees to share a single vehicle.

The city plans to increase staffing to specifically focus on additional storm maintenance this summer. This increased staffing will require an additional vehicle. We have the ability to purchase a remaining 2021 model now rather than wait until November for the 2022 models to arrive.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

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

MOVED BY COUNCILMEMBER BROWN, SECONDED BY REED TO APPROVE RESOLUTION NO. 1610 - AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT WITH THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE TO RECEIVE GRANT FUNDING IN THE AMOUNT OF \$14,641,123 FOR THE SUMNER WHITE RIVER RESTORATION PROJECT (CIP14-10), SUBSTANTIALLY IN A FORM APPROVED BY THE CITY ATTORNEY.

Robert Wright, Environmental & Sustainability Specialist addressed the Council.

As part of efforts to fully fund construction of the White River Restoration project, the City applied for grant funding from the State of Washington's Puget Sound Acquisition and Restoration (PSAR) Large Capital program. Our application was ranked 3rd and the State budget (approved in July 2021) included enough funding for the PSAR program to grant our full request of \$14,641,123. This is the largest grant ever awarded by the program and the first one received by a project in Pierce County.

The project is currently in the permitting and final design phase. Funds are expected to be spent between Summer 2022 and Fall 2025.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

Ordinance No. 2809 – Amending Sumner Municipal Code Chapter 1.18 – Public Records

MOVED BY BITETTO SECONDED BY HOCHSTATTER ORDINANCE NO. 2809 - AMENDING SUMNER MUNICIPAL CODE 1.18 - PUBLIC RECORDS.

The state legislature updated various sections of RCW 42.56 (Public Records) in 2019. While incorporating the legislative changes into our code, there was the need for clean-up and clarification in order to reflect our current method of fulfilling public records requests.

Some areas of significant adds/changes/deletions include:

- Refers the requestor to use the NextRequest portal on the City's website.
- Update the fee schedule (1.18.100). Updated in accordance with RCW 42.56 to include Body Worn Cameras recording/footage redactions.
- Updated exceptions (1.18.120). These are now adopted by reference as outlined in RCW 42.56.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

COUNCIL REPORTS

Councilmember Bitetto encouraged everyone to visit covidtests.gov, to request their free Covid tests. It's very easy, enter your name, address and hit submit. It's a good idea to have those on hand if you do think you might have covid or become exposed to it. She continued to remind everyone the importance of wearing masks and will now be looking for N-95 masks.

Councilmember Stuart congratulated the Police department for their recognition from the school district. He ended his comments by thanking the IT department for their advancement in technology. He can retrieve emails and conduct city business on a daily basis from his home. A few years ago, when he was on council, you would have to come into the office to do so.

Councilmember Brown had no comments tonight.

Councilmember Hochstatter ordered her Covid kits too, she agrees it was very easy.

Councilmember Cole also ordered COVID test kits. She is excited about becoming a regular member of the Finance and Personnel Committee instead of an alternate. Communications Director Carmen Palmer led a tour of the Ryan House. She did a very nice job with the overview of the history, etc.

Councilmember Reed welcomed Councilmember Cole to the member status of the Personnel and Finance Committee.

Councilmember Neuman had no comments tonight.

CITY ADMINISTRATOR

City Administrator Jason Wilson updated council with the following:

Upcoming Policy Issues:

- Next Week's Study Session:
 - Resolution No. 1612 - Annual Refuse and Recycling Rate Adjustment
 - Parks Master Plan Discussion - Seibenthaler Park and the Bennett property

○Resolution No. 1613 - Establishing the 2022-2027 Parks Improvement Plan

●Monday January 31st: Special Study Session

○Overview & update of the Ryan House Renovation project

●Next Regular Council Meeting on February 7th:

○ILA with EPFR for Investigation Services

○ILA with Bonney Lake for Building Inspector Services

○ILA with Bonney Lake for Municipal Court Services

○ILA with Bonney Lake for Therapeutic Court

○Operations Facility Design Supplement

○Resolution adopting the 2022 Refuse and Recycling Rates

○Ordinance amending the Parking Code related to Mailboxes and Bike Lanes

○Ordinance amending the budget adopting the LTAC Recommendation Ryan House

○Ordinance Authorizing Condemnation 14403 and 14415 29th Street East

Commission Updates:

- The Design Commission reviewed a 60 unit apartment project located on the east corner of 162nd Ave E and 60th Street. The design was conditionally approved and will receive a director's opinion in the near future.

Miscellaneous:

- In honor of Betty White's passing and what would have been her 100th birthday, Metro Animal Services is accepting donations. Over the weekend nearly \$3000 has been donated, and that doesn't include our corporate giving sponsor, Volkswagon of Puyallup. Metro will continue to accept donations in honor of Betty's legacy, visit Metroanimalservices.org to donate.

MAYOR REPORT

Mayor Hayden thanked the School District for their acknowledgement of the Chief and the Police Department. She attended her first meeting with the Pierce County Board of Health last week and was amazed at the number of programs and information that you can get from the Board of Health, everything from vaccine information to smoke free rental information.

EXECUTIVE SESSION

There was no Executive Session tonight.

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting at 6:41pm. Councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC City Clerk

SUMNER CITY COUNCIL
Minutes – Study Session
January 24, 2022

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.

The Sumner City Council met in study session at 6:00pm, with Mayor Kathy Hayden presiding.

Councilmembers present: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Community Development Director Ryan Windish, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Administrative Services Director Jeff Steffens, Chief Financial Officer Kassandra Raymond, Deputy City Attorney Maili Barber, and Community Services Manager Derek Barry

REGULAR BUSINESS

1. Resolution No. 1612 – Annual refuse and Recycling Rate Adjustment
2. Resolution No. 1612 – Establishing the 2022-2027 Parks Improvement Plan
3. Parks Master Plan Discussion – Seibenthaler Park and Bennett Property

CITY ADMINISTRATOR REPORT

AGENDA SETTING

EXECUTIVE SESSION

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 7:02pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor Kathy Hayden

SUMNER CITY COUNCIL
Minutes – Special Study Session
January 31, 2022

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.

The Sumner City Council met in special study session at 6:01pm, with Mayor Kathy Hayden presiding.

Councilmembers present: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Community Development Director Ryan Windish, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Communications Director Carmen Palmer, Administrative Services Director Jeff Steffens, Chief Financial Officer Kassandra Raymond, Deputy City Attorney Maili Barber, and Joseph McKinney, Communications Coordinator

SPECIAL BUSINESS

1. Overview & update of the Ryan House Renovation project

ADJOURNMENT

With no further business before the Council, the meeting adjourned at 7:14pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor Kathy Hayden

SUBJECT: Resolution No. 1615 - Interlocal Agreement with East Pierce Fire and Rescue for Investigation Services

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: \$9,125/year

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1615 and ILA

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

The City is part of the East Pierce Fire and Rescue District. Under RCW 43.44.050, the District has the authority and responsibility to investigate fires for cause and origin. If a fire is determined to be suspicious by law, it must be referred to the responsible law enforcement agency. Our police department does not have the investigation training or tools to determine fire origin or cause related to criminal actions, but does have the ability to perform all other functions of an arson investigation. This agreement, if approved, would provide the expertise needed to properly investigate fires for both criminal and non-criminal cases, while preventing the need for ongoing fire investigation training to our police detectives.

The annual cost of the agreement is \$9,125 which was included in the 2021-22 mid-biennial budget amendment.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety Committee

MEETING/STUDY SESSION DATE: 1/19/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.1615 - Authorizing the Mayor to enter into an agreement with East Pierce Fire and Rescue for investigation services.

RESOLUTION NO. 1615

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND EAST PIERCE FIRE AND RESCUE FOR INVESTIGATIONS OF CAUSE OR ORIGIN.

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

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the Parties have the authority to contract for the provision of fire cause and origin investigation services (“Services”), pursuant to chapter 39.34 RCW and RCW 52.12.031(4); and

WHEREAS, the City desires to contract with the District for the provision of Services in the City and the District desires to provide such Services for the consideration described herein.

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and East Pierce Fire and Rescue for investigations of cause or origin, a copy of which is attached and incorporated by reference and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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

ADOPTED AND APPROVED this 7th day of February 2022.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SUMNER
AND EAST PIERCE FIRE AND RESCUE
INVESTIGATIONS OF CAUSE OR ORIGIN**

THIS AGREEMENT is made and entered into by and between the City of Sumner, Washington, a Washington municipal corporation (hereinafter the “City”), and East Pierce Fire and Rescue, a Washington municipal corporation (hereinafter the “District”), who shall hereinafter be collectively referred to as the “Parties,” for purposes of setting forth the terms and conditions for the provision of fire cause-and-origin investigation services

WITNESSETH:

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW;

WHEREAS, the Parties have the authority to contract for the provision of fire cause-and-origin investigation services (“Services”), pursuant to chapter 39.34 RCW and RCW 52.12.031(4);

WHEREAS, the District has the authority to perform the Services pursuant to this contract, RCW 43.44.050 and the International Fire Code;

WHEREAS, the Parties acknowledge that neither state law nor local code confer code enforcement authority upon the District for violations discovered during the District’s Services (see RCW 52.12.031(7));

WHEREAS, the City desires to contract with the District for the provision of Services within the City;

WHEREAS, the District desires to provide such Services for the consideration described herein; and

WHEREAS, the partnership between the Parties for Services creates benefits for the community and the Parties.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to describe the terms and conditions under which the Parties will cooperate in the provision of the Services referenced herein within the City.

Section 2. Services to be provided by District. In consideration for the payments specified herein, the District agrees upon request by the City to render the following Services:

ETQ/ILAs
Fire Cause-and-Origin Investigation

Complete investigation of the origin, cause, circumstances, and extent of loss of any and all fires occurring within the City, including final report as necessary and appropriate.

If the District determines during investigation that a fire may have been the result of arson, then the District shall promptly refer the matter to the applicable law enforcement agency. The District agrees to assist with arson investigations including determining origin and cause. The appropriate law enforcement agency is responsible for the criminal investigation including but not limited to collection and storage of evidence, investigative interviews of witnesses and suspects and any other investigative function to assist in the prosecution.

Section 3. Reporting and Public Records Requests. All investigation data, including name of investigator(s), identification of all properties investigated will be reported in the District's database. The District will provide investigation program information to the City upon request. If the City receives a public records request pursuant to Ch. 42.56 RCW for City records in the possession of the District, the District shall cooperate with the City's response and promptly provide responsive records to the City for production.

Section 4. Financial Consideration(s). For the Services provided through this Agreement and specified in Section 2 and Exhibit A, the City shall remit \$9,125.00 in one lump sum by June 30 of the contract year.

Section 5. Term.

- A. This Agreement shall commence upon execution of the last-dated signature below.
- B. **Expiration.** This Agreement shall auto-renew each year on January 1st.
- C. **Termination.** The Parties may terminate this Agreement at any time and for any reason, by providing the other party three (3) months' prior written notice.

Section 6. Relationship of Parties. In contracting for the services described in this Agreement, the Parties are deemed for all purposes to be acting within their governmental capacities. No agent, employee, representative, officer or official of the District shall be or shall be deemed to be the employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Amendment. This covenant is mutually agreed to and applicable to the City in the same manner as applied the District. No property shall be exchanged between the Parties pursuant to this Agreement.

Section 7. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, shall not, by reason of race, religion, color, sex, marital status, 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. This covenant is mutually agreed to and applicable to the City in the same manner as applied to the District.

Section 8. Indemnification.

The District shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

Neither party shall be deemed to be the agent of the other during the performance of this Agreement, and each party hereto shall remain solely liable for its own negligence, errors and omissions.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the District's employees made directly against the District. The City's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the City's employees made directly against the City.

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

Section 9. Insurance.

- A. The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision the Services, including the work of the District's employees, agents, officials and officers.
- B. Before beginning work under this Agreement, the District shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):
 - 1. Property Damages insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

ETQ/ILAs
Fire Cause-and-Origin Investigation

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

3. Errors and Omissions insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

C. The District is responsible for the payment of any deductible or self-insured retention that is required by any of their respective insurance policies.

Each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the state of Washington with protection equal to or greater than that specified herein.

Section 10. Recitals. The Parties understand that the Recitals set forth in this Agreement are for convenience only.

Section 11. Disputes, Venue, and Attorney's Fees. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. In any action brought to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred by the prevailing party.

Section 12. Nonwaiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements; and the same shall be and remain in full force and effect.

Section 13. Entire Agreement. This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence, and communication between the parties with respect to the subject matter contained herein. No amendment, alteration, change or modification to this Agreement will be effective unless it is in writing and properly signed by the parties hereto. The signatories hereto covenant that they have been delegated by the governing bodies of their respective agencies to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the last date indicated below:

THE CITY:

EAST PIERCE FIRE AND RESCUE:

(Printed Name), Mayor
Dated:

Jon Parkinson, Fire Chief
Dated:

ATTEST:

ATTEST:

City Clerk

District Secretary

APPROVED AS TO FORM:

City Attorney

District Attorney

SUBJECT: Resolution No. 1616 - Interlocal Agreement with the City of Bonney Lake
for Municipal Court Services

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1616 - ILA with Bonney Lake for Court Services

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City has contracted with the City of Bonney Lake for Municipal Court services since 2015. The previous agreement expired December 31, 2021, and staff has worked to renew the previous agreement with just a few minor changes. This amendment includes an additional two-year term with an annual fee adjustment based on CPI of no less than 2% and no more than 4%.

The partnership with Bonney Lake court is working well, and benefits both cities. Staff recommend that the Council approve this Interlocal Agreement for continued court services.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee MEETING/STUDY SESSION DATE: 12/1/2021 COMMITTEE RECOMMENDATION: Do-Pass
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STAFF RECOMMENDATIONS/MOTION:

Approve Resolution No. 1616, authorizing the Mayor to enter into an Interlocal Agreement with the City of Bonney Lake for Municipal Court Services.

RESOLUTION NO. 1616

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF BONNEY LAKE FOR MUNICIPAL COURT SERVICES.

WHEREAS, the City entered into an Agreement for the Provision of Municipal Services (the Agreement) on March 24, 2020; and

WHEREAS, the Parties wish to amend the Agreement as set forth below to extend the effective term of the interlocal agreement and make other minor modifications;

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

Section 1. Authorization. The parties hereby amend the Agreement as Follows:

1. Section 6(A) of the Agreement titled "Fee" is hereby amended to specify that the annual CPI-U adjustments shall be based upon June figures and limited to no more than 4% and no less than 2% annual adjustment.
2. Section 11 "Duration" is hereby amended to extend the term for an additional two (2) year term, expiring on December 31, 2023. The Duration of the Agreement shall thereafter automatically renew for successive two (2) year terms unless terminated earlier by either party pursuant to Section 12 of the Agreement.
3. Section 22 "Entire Agreement" is hereby amended as follows (underlined text added):

The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. No amendments to this Agreement shall be binding upon the parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties, provided that if the parties agree a modification is minor and does not substantively alter the Agreement to a significant degree, each Party's City Administrator may approve the change. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the parties, and such prior statements shall not alter this Agreement.

All other terms and conditions of the March 24, 2020 Agreement remain the same. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this Amendment.

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

Section 3. **Effective Date.** This resolution shall take effect and be in force immediately upon passage by the City Council.

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

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**INTERLOCAL AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON AND
CITY OF SUMNER
FOR THE PROVISION OF MUNICIPAL COURT SERVICES**

THIS AGREEMENT is entered into this 25th day of January 2022, by and between the City of Bonney Lake (“Bonney Lake”) and the City of Sumner (“Sumner”), and they are the Washington State Municipal Corporations (collectively the “Parties”).

Whereas, the Cities of Bonney Lake and Sumner, the parties to this Agreement, are both authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and **Whereas**, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

Whereas, in 2015, Sumner and Bonney Lake signed an interlocal agreement in which Bonney Lake agreed to provide municipal court services to Sumner; and

Whereas, Bonney Lake is willing to continue providing municipal court services to Sumner under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Bonney Lake and Sumner do hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for certain municipal court services by Bonney Lake to Sumner through the use of facilities, materials and personnel of the Bonney Lake Municipal Court to the maximum extent permitted by law for the filing and processing of Sumner's civil, traffic or other infractions, criminal citations, impound hearings, drug forfeiture hearings and potentially dangerous/dangerous dog appeal hearings; to set forth fees to be paid by Sumner; and to specify the responsibilities of Bonney Lake and Sumner respectively for such municipal court services.
2. **Administration.** The Bonney Lake Court Administrator shall be responsible for the administration of this Agreement. No joint acquisition, holding or disposal of real or personal property is contemplated hereunder.
3. **Filing and Assumption of Sumner Municipal Court Cases.**
 - 3.1. For purposes of this Agreement, a case filed in Bonney Lake Municipal Court originating in the jurisdiction of Sumner will be identified as a case of Sumner.
 - 3.2. **Archived Cases.** Sumner shall continue to be responsible for the storage and retention of all archived court cases prior to the transfer date.

4. **Municipal Court Services Performed By Bonney Lake.** As set forth in this Agreement, Bonney Lake shall provide municipal court facilities and services for the processing of Sumner Municipal Court cases in the same manner and at the same level as Bonney Lake provides for the same type of cases originating in Bonney Lake.
 - 4.1 **Court Staff.** Except as Sumner may elect hereafter, Sumner shall provide its judge, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner cases. Bonney Lake shall provide all other court staff, including clerks and court administrator, to process and adjudicate all criminal citations and civil citations filed by Sumner. Sumner shall have no less than one dedicated court clerk whose primary duty is to process Sumner cases, which will provide a single point of contact for Sumner staff and help create efficiencies and consistency for both jurisdictions. Bonney Lake shall ensure that all court clerks are cross trained to be able to adequately process cases and address matters involving Bonney Lake or Sumner. By way of illustration and not by limitations, this "processing" shall include the issuance of all summons, warrants, maintenance of court cases including timely and accurate calendaring and docketing, and processing of all fines and forfeitures for municipal cases. Processing shall include filing, adjudication and penalty enforcement of all Sumner cases filed, or to be filed, including but not limited to the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench, and jury trials, sentencing, post-trial motions, and the duties of the courts of limited jurisdiction regarding appeals.
 - 4.2 **Probation.** Bonney Lake shall provide probation services for Sumner cases, including a reasonably proportionate share of community service work to be performed in Sumner in coordination with the City of Sumner.
 - 4.3 **Equipment and Facilities.** Bonney Lake shall provide all necessary equipment, including copiers, computers, printers, dependable wi-fi access, and other equipment, necessary to perform the foregoing described municipal court services in a timely manner as required by laws and court rule. Bonney Lake shall provide the use of the Bonney Lake courtroom and all office space necessary for the processing of municipal cases.
 - 4.4 **Court Security.** Bonney Lake shall provide all necessary security for the courtroom, including an armed bailiff with the ability and commission authority to take out-of-custody defendants into custody when ordered by the court, and in the absence of Sumner's CSO. This shall not, however, include security or supervision specifically for defendants that are present in the courtroom and are in the otherwise active custody of any law enforcement agency, prison, or jail in which case Sumner is required to provide transportation, security and supervision for its in-custody docket defendants while in court.

- 4.5 **Supplies and Forms.** Bonney Lake shall provide for all forms and paperwork necessary for processing Sumner Municipal Court cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, criminal hearing forms, warrants, and general office supplies.
 - 4.6 **Court Mandated Payments.** Bonney Lake shall accept and track court mandated payments in criminal and infraction cases and bail or other forfeitures for Sumner Municipal Court and deliver these payments to Sumner on a monthly basis. The use of a collection agency by Bonney Lake to collect court-mandated payments is specifically permitted.
 - 4.7 **Monthly Performance and Remittance Reports.** Bonney Lake shall provide to Sumner a monthly caseload and remittance report. The caseload report shall include the following information: filings by case type; dismissals; number and type of hearings; trial settings and type of trial set; number of cases (by broad case type) disposed during reporting period; number of deferred prosecutions/diversions; appeals to superior court; and total revenue. The remittance report shall include a breakdown by case categories of revenue received.
5. **Sumner Duties and Costs.** The following municipal court duties and costs shall be the responsibility of the City of Sumner:
- 5.1 **Warrants.** Whenever Sumner executes a warrant, Sumner shall contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.
 - 5.2 **Jail Costs.** Sumner shall be responsible for incarceration arrangements for its defendants and costs for such incarceration, including reimbursement of medical providers as required by RCW 70.48.130 for all Sumner defendants. Sumner shall be responsible for prisoner transports to and from Bonney Lake Municipal Court.
 - 5.3 **Appeals.**
 - A. In the event that Sumner determines to appeal a case on behalf of the City of Sumner, Sumner will be responsible for the entire appeal process, including the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings, and for the Sumner City Attorney to handle the case. Sumner shall be responsible for Public Defender costs on RALJ Appeals and the costs for transcribing the recordings of the hearings.
 - B. If a defendant files an appeal on a Sumner case, Bonney Lake will prepare the case for the appeal and the Sumner Prosecutor will be the Attorney of Record on the Appeal. Bonney Lake shall notify the

superior court that an appeal has been filed and prepare the case record. Sumner will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings. Sumner shall be responsible for Public Defender costs on a RALJ Appeal and shall be responsible for the costs for transcribing the recordings of the hearings.

- 5.4 **Witness Fees.** Sumner shall pay all fees for witnesses requested by the prosecutor or public defender in Sumner Municipal Court cases.
- 5.5 **Jury Fees.** Sumner shall be responsible for paying for all jury fees for Sumner Municipal Court cases. Upon completion of a jury trial, Bonney Lake shall forward all relevant juror information to Sumner to pay the jurors. Jurors shall be paid the current established rate (presently \$10 per day plus round trip mileage paid at the state per diem For Sumner jury trials, Bonney Lake will request a random list of jurors from Pierce County Superior Court. There is currently no charge to receive this list; however, should a charge be implemented, Sumner shall cover the charge. Bonney Lake shall summon the jurors and select jurors from the Sumner zip code and possibly neighboring zip codes if needed).
- 5.6 **Interpreter Services.** Sumner shall pay for all language interpretation services required for defendants in Sumner Municipal Court cases.
- 5.7 **Video arraignments.** The Parties shall agree upon cost sharing arrangements for video arraignment services should the Parties elect to utilize such services.
- 5.8 **Public Defender Services.** If during the term of this agreement Sumner elects to contract for Public Defender Services with Bonney Lake, Sumner will pay the per case fee as outlined in the current (at time of assignment) Bonney Lake public defender contract (currently \$250.00 per case) plus any additional costs for expert witnesses, or for subsequent appeals as outlined in Section 5.3.
 - A. Services shall include all those outlined in the Bonney Lake Public Defender services contract, including any and all additional public defense services provided to Bonney Lake defendants.
 - B. In addition to the per case fee, Sumner shall pay for the following public defender case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:
 - 1. **Discovery.** Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense,

prosecuting attorney making this charge or court files pertaining to the underlying case;

2. **Non-Routine Expenses** requested by the Public Defender and preauthorized by order of the Municipal Court. Unless the services are performed by the Public Defender's staff or subcontractors, non-routine expenses include, but are not limited to: medical and psychiatric evaluations; expert witness fees and expenses; interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication; polygraph, forensic and other scientific tests; computerized legal research; investigation expenses; and any other non-routine expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.
3. **Lay Witness Fees.** Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
4. **Copying Clients' Files.** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus public defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;
5. **Copying Direct Appeal Transcripts for RALJ Appeals.** The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public defender is limited to no more than two copies;
6. **Records.** Medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75;
7. **Process Service.** The cost for the service of a subpoena as long as the rate per location is reasonable and customary.
8. **Miscellaneous.** Any necessary costs that the city shall pay as ordered by the appeals court.

5.9 **Transport Services.** Sumner shall be responsible for transporting Sumner defendants back and forth between jail and Municipal Court.

6. **Compensation.**

- 6.1 **Fee.** Sumner shall primarily compensate Bonney Lake for providing municipal court services quarterly based on an annual fee, adjusted annually based upon June figures, and limited to no more than 4% and no less than 2% annual adjustment. These fees are in addition to specific interpreter, and other fees described in this agreement. The fees shall be paid regardless of whether the cases are later dismissed without a full adjudication, with the exception of filing errors (e.g., voided infractions/citations or cases filed with the wrong court).
- 6.2 **Prosecution Services.** If either City elects to utilize the other's prosecution services for more than three consecutive court days, the City utilizing the service shall pay a flat rate of \$500 per day.
7. **Adjustment to Cover Mandates or Additional Requirements.** In the event that the Bonney Lake Municipal Court's duties and accompanying costs under this Agreement are expanded or increased, the parties agree to negotiate a reasonable increase in the fees or a supplemental fee to cover the costs for the change. If the parties cannot agree to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 15 (Dispute Resolution) of this Agreement. The existing filing fees shall remain in effect until the parties reach an agreement as to the amount of filing fees or until the dispute resolution process is concluded.
8. **Periodic Adjustments.** Commencing two (2) years after the effective date of this agreement, either Sumner or Bonney Lake may request the parties to review the costs associated with providing the service during the previous two years of service. The parties shall use best efforts to determine how much, if any, of an adjustment, either up or down, in the future filing fees is warranted, and if so, the amount thereof. Filing fee adjustments agreed to pursuant to this process shall not require an amendment of this Agreement, but shall be confirmed in writing. If the parties cannot agree to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 15 (Dispute Resolution) of this Agreement. The existing filing fees shall remain in effect until the parties reach an agreement as to the amount of filing fees or until the dispute resolution process is concluded.
9. **Disbursal of Local Court Revenues to Sumner.** Pursuant to RCW 3.62.070 and RCW 39.24.180, Sumner shall receive one hundred percent (100%) of Local Court Revenues from Sumner Municipal Court cases to include NSF returned check fees, and monitoring fees (bench probation/SOC monitoring) and restitution or reimbursement to Sumner excluding crime victims, or other restitution as may be awarded by a judge. Local Court Revenues include all fines, forfeited bail, penalties, court costs, recoupment and parking ticket payments derived from Sumner Municipal Court cases after payment of any and all assessments required by state law thereon. Sumner shall reimburse Bonney Lake for Active Probation Costs and cost for copies and or fees for copies of recordings.

10. **Payment of State and County Assessments.** Sumner shall be responsible for paying to the State of Washington and Pierce County all amounts due and owed to the State and County relating to Sumner Municipal Court cases filed at Bonney Municipal Court out of the gross revenues received from Bonney Lake for the Sumner Municipal Court cases.
11. **Duration.** Services under this Agreement shall commence January 1, 2022, and shall expire on December 31, 2023, The Duration of the Agreement shall thereafter automatically renew for successive two (2) year terms unless terminated earlier by either party pursuant to Section 12 of this Agreement.
12. **Termination.** Either party shall have the right to terminate this Agreement with or without cause at any time during the term of this Agreement, including the initial term, by providing written notice of intention to terminate at least one (1) year prior to expiration of this Agreement or any renewal thereof. If the agreement is terminated by either party, Bonney Lake agrees to work cooperatively with Sumner to ensure the orderly transition of cases from Bonney Lake Municipal Court to the new venue.
13. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Department of Records upon full execution, or, in lieu of recording, published electronically on the website of both parties.
14. **Indemnity.** Each party shall defend, indemnify and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each party's officers, officials, employees or volunteers. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees or agents. Each party shall defend, indemnify and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinances, rules or regulations, policies or procedures of each respective party. If any cause, claim, suit, action or administrative proceedings is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy or procedure of a party hereto, that party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

15. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the designated representatives of each city and if unsuccessful, then the parties agree to submit the dispute to non-binding mediation/dispute resolution. All fees and expenses for mediation 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, including appeal fees and costs.
16. **Employment.** No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Sumner as a result of this Agreement. No employee or agent of Sumner shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other party.
17. **Notice.** Any notices required to be given under the Agreement shall be deemed sufficient if in writing and delivered personally or sent via certified mail to the following parties at the following addresses:
- | | |
|------------------------|-------------------|
| To Bonney Lake: | To Sumner: |
| City of Bonney Lake | City of Sumner |
| Mayor | Mayor |
| PO Box 7380 | 1104 Maple Street |
| Bonney Lake, WA 98391 | Sumner, WA 98390 |
18. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.
19. **Insurance.** Each party to this Agreement shall maintain auto, general, errors and omissions, and employment practices liability insurance at least equivalent to the minimum coverage provided through the Washington Cities Insurance Authority (WCIA). Such insurance coverage shall be maintained during the entire term of this Agreement and all extensions thereto.
20. **Non-Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable. This provision does not apply to collection services.
21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal

shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

22. **Entire Agreement.** The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. No amendments to this Agreement shall be binding upon the parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties, provided that if the parties agree a modification is minor and does not substantively alter the Agreement to a significant degree, each Party's City Administrator may approve the change. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the parties, and such prior statements shall not alter this Agreement.

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

Dated this 25th day of January 2022.

CITY OF BONNEY LAKE

DocuSigned by:
By Michael McCullough
1B2943E7C04046A...
Its Mayor

CITY OF SUMNER

By _____
Its Mayor

APPROVED AS TO FORM:

DocuSigned by:
Kathleen Haggard
80F7D25806FB4A3...
Kathleen Haggard, City Attorney

APPROVED AS TO FORM:

Andrea Marquez, City Attorney

Attest/Authenticated:

DocuSigned by:
Sadie A. Schaneman
3E66DC45B4BC451...
Sadie Schaneman, City Clerk

Attest/Authenticated:

DocuSigned by:
Michelle Converse
9BA22DE678404D4...
Michelle Converse, City Clerk

RESOLUTION NO. 3011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF BONNEY LAKE FOR THE PROVISIONS OF COMMUNITY COURT SERVICES FOR PURPOSES OF EXECUTION OF GRANT AGREEMENT – GRT22430 BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS AND BONNEY LAKE COMMUNITY COURT.

WHEREAS, The Cities of Bonney Lake and Sumner, the parties to this Agreement, are both authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and

WHEREAS, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

WHEREAS, in 2021, the Bonney Lake Municipal Court and the Sumner Municipal Court were jointly awarded a grant from the Washington State Administrative Office of the Courts (AOC) for a Community Based Therapeutic Court (the "Community Court") in the amount of \$395,293 authorized by Senate Bill 5476; and

WHEREAS, the Bonney Lake Municipal Court is the entity required by AOC to administer and process the grant funding on behalf of both Bonney Lake and Sumner; and

WHEREAS, on that basis, Bonney Lake has executed Grant Agreement GRT22430 (the "AOC" Grant Agreement) with AOC and binding the Parties to the terms and conditions of that agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby authorize the Judge to sign an Interlocal agreement with the City of Sumner for municipal court services.

PASSED by the City Council this 25th day of January, 2022.

DocuSigned by:

Michael McCullough

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Michael McCullough, Mayor

AUTHENTICATED:

DocuSigned by:

Sadie A. Schaneman

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Sadie A. Schaneman, CMC, City Clerk

**INTERLOCAL AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON
AND
CITY OF SUMNER**

THIS AGREEMENT is entered into this 25th day of January 2022, by and between the City of Bonney Lake (“Bonney Lake”) and the City of Sumner (“Sumner”), and they are the Washington State Municipal Corporations (collectively the “Parties”).

WHEREAS, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

WHEREAS, in 2021, the Bonney Lake Municipal Court and the Sumner Municipal Court were jointly awarded a grant from the Washington State Administrative Office of the Courts (AOC) for a Community Based Therapeutic Court (the “Community Court”) in the amount of \$395,293 authorized by Senate Bill 5476; and

WHEREAS, Bonney Lake has historically, by separate agreement, provided Sumner with municipal court services, and hereby agrees to expand those services to include community court under the terms and conditions of this agreement; and

WHEREAS, the Bonney Lake Municipal Court is the entity required by AOC to administer and process the grant funding on behalf of both Bonney Lake and Sumner; and

WHEREAS, on that basis, Bonney Lake will execute Grant Agreement – GRT22430 (the “AOC Grant Agreement”) with AOC binding the Parties to the terms and conditions of that agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Bonney Lake and Sumner do hereby agree as follows:

1. General.

1.1 **Purpose.** The purpose of this Agreement is to supplement the Interlocal Agreement between the Parties for the provision of municipal court services and the AOC Grant Agreement, which are attached hereto as Exhibits A and B respectively and incorporated as if fully set forth, and further proscribe the terms and conditions upon which the Parties shall be obligated with regard to the implementation and execution of the Community Court and grant funds.

1.2 **Administration.** The Bonney Lake Court Administrator shall be the “Contractor” and hold the duties of “Contractor” as outlined in the AOC

Grant Agreement. The Bonney Lake Court Administrator shall be responsible for the administration of this Agreement and provide all required documentation of the Community Court to AOC.

- 1.3 **AOC Contact.** Either party shall have the ability to contact AOC in writing for purposes of obtaining publicity consent as required by Section 18 of the AOC Grant Agreement.

2. **Obligations of the Parties.**

- 2.1 **Community Court Services.** As set forth in this Agreement, Bonney Lake shall provide Community Court services to Sumner participants on the same basis as is provided to Bonney Lake Community Court participants.

- 2.2 **Court Staff.** Sumner shall provide its judge, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner Community Court cases. Bonney Lake shall provide all other court staff and services, including but not limited to: a case manager to process Sumner participants; court clerks and a court administrator to process and administer all Sumner Community Court cases; and transportation and resource referrals to Sumner participants.

2.2.1 Bonney Lake will continue to provide Sumner with one dedicated court clerk whose primary duty is to process Sumner cases, which will provide a single point of contact for Sumner staff and help create efficiencies and consistency for both jurisdictions but shall also provide for backup when necessary. Bonney Lake shall ensure that Bonney Lake and Sumner Community Court cases are processed in the same manner.

- 2.3 **Monthly Performance and Remittance Reports.** The Bonney Lake Court Administrator shall provide to Sumner copies of all deliverables, reporting, billing, and all written permission requests sent to AOC as required by the AOC Grant Agreement, within 24 hours of said remittance to AOC.

3. **Compensation and Payment.**

- 3.1 **Cost Categories.** Bonney Lake agrees to review quarterly if any compensation and payment categories outlined in the AOC Grant Agreement need to be adjusted.
- 3.2 **Prosecution and Defense.** If the prosecution or defense duties and accompanying costs under this Agreement are expanded or increased by either party, Bonney Lake agrees to make authorized adjustments to the compensation and payment categories outlined in the AOC Grant Agreement for those services, and the Parties agree to negotiate a reasonable increase in grant compensation to cover the costs for the

change. If the Parties cannot agree to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 8 (Dispute Resolution) of this Agreement.

- 3.3 **Periodic Adjustments.** Bonney Lake agrees to engage in no less than quarterly reviews of the functionality of the Community Court and will discuss any relevant topics or needs for adjustments in administration or costs. All stakeholders from both Parties shall be invited to these quarterly meetings.
4. **Duration.** The initial term of this agreement shall commence on February 14, 2022, and shall expire on June 30, 2023 unless terminated earlier pursuant to Section 8 of this Agreement. Should the Parties receive additional grant funding to support the Community Court beyond June 2023, the Parties may renew this Agreement for additional terms upon mutually agreeable terms and conditions.
5. **Termination.** Either party shall have the right to terminate this Agreement with or without cause at any time during the term of this Agreement, including the initial term, by providing written notice of intention to terminate at least one (1) year prior to expiration of this Agreement or any renewal thereof. If the agreement is terminated by either party, Bonney Lake agrees to work cooperatively with Sumner to ensure the orderly transition of cases from Bonney Lake Community Court to the new venue. Additionally, the Parties must abide by the termination terms and conditions in section 10 of the AOC Grant Agreement.
6. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Auditor's office upon full execution, or, in lieu of recording, published electronically on the website of either party.
7. **Indemnity.** Each party shall defend, indemnify, and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each party's officers, officials, employees or volunteers. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees or agents. Each party shall defend, indemnify, and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinances, rules or regulations, policies or procedures of each respective party. If any cause, claim, suit, action, or administrative proceedings is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy, or procedure of a party hereto, that party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this

indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

8. **Dispute Resolution.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the designated representatives of each city and if unsuccessful, then the Parties agree to submit the dispute to non-binding mediation/dispute resolution. All fees and expenses for mediation 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, including appeal fees and costs.
9. **Employment.** No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Sumner as a result of this Agreement. No employee or agent of Sumner shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the Parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other party.
10. **Notice.** Any notice as required by agreement shall be made to the contact person listed below:

City of Bonney Lake	City of Sumner	AOC Project Manager
Katheryn Seymour Bonney Lake Court Administrator 9002 Main St. E. Ste 100 Bonney Lake, WA 98391 seymourk@cobl.us 253-447-4303	Noel Clark Sumner Legal Services Coordinator 1104 Maple St. Sumner, WA 98390 noelc@sumnerwa.gov 252-299-5610	Stephanie Oyler P.O. Box 41170 Olympia, WA 98504 stephanie.oyler@courts.wa.gov 360-890-0901

11. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.
12. **Non-Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable. This provision does not apply to collection services.
13. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

14. **Entire Agreement.** The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement, the AOC Grant Agreement, and the Interlocal Agreement between the Parties related to Municipal Court services. No amendments to this Agreement shall be binding upon the Parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the Parties, and such prior statements shall not alter this Agreement.

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

Dated this 25th day of January 2022.

CITY OF BONNEY LAKE

DocuSigned by:
By Michael McCullough
1B2943E7C04048A...
Its Mayor

CITY OF SUMNER

By _____
Its Mayor

APPROVED AS TO FORM:

DocuSigned by:
Kathleen Haggard
80F7D25806FB4A3...
Kathleen Haggard, City Attorney

APPROVED AS TO FORM:

Andrea Marquez, City Attorney

Attest/Authenticated:

DocuSigned by:
Sadie A. Schaneman
3E60DC45B4BC451...
Sadie Schaneman, City Clerk

Attest/Authenticated:

DocuSigned by:
Michelle Converse
8BA22DE076404B1...
Michelle Converse, City Clerk

SUBJECT: Resolution No. 1617 - Interlocal Agreement with the City of Bonney Lake
for Building Inspection Services

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1617 - ILA with Bonney Lake for Inspector Services

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

The City of Bonney Lake has been providing building inspection services for the City and that agreement has expired. This ILA is to continue that service as the City of Sumner is in need of building inspection support.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee
--

MEETING/STUDY SESSION DATE: 1/26/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.1617, authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and the City of Bonney Lake related to building inspection services in a form as approved by the City Attorney.

**RESOLUTION NO. 1617
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF BONNEY LAKE FOR BUILDING INSPECTOR SERVICES.

WHEREAS, the City of Sumner and the City of Bonney Lake seek to enter into an intergovernmental agreement enabling the City of Sumner Building Inspector services and

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

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

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the City of Bonney Lake to provide Building Inspector services, a copy of which is attached and incorporated by reference and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

ADOPTED AND APPROVED this 7th day of February 2022.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

INTERLOCAL COOPERATION AGREEMENT

Building Services

THIS INTERLOCAL AGREEMENT (“the Agreement”) is entered under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Sumner, Washington (“Sumner”) and the City of Bonney Lake, Washington (“Bonney Lake”), both municipal corporations organized under the laws of the State of Washington, to establish a contractual relationship under which each city will avail the services of its Building Staff to the other city on an as-needed basis.

Recitals

WHEREAS, both Sumner and Bonney Lake (each a “Party” and collectively “the Parties”) are “public agencies” as defined by Chapter 39.34 RCW, and are authorized by that statute to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the Parties mutually desire to establish a contractual relationship providing for the periodic use of each Party’s Building Staff by the other Party on an as-needed basis; and

WHEREAS, the Parties desire to execute this Agreement to define their respective rights, obligations, costs and liabilities;

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

Terms

Section 1. Authority and Purpose. This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Parties. The purpose of this Agreement is to establish a contractual relationship providing for each Party’s use, on an as-needed basis, of the other Party’s Building Official or Building Inspector (“Building Staff”), and to set forth the Parties’ respective rights, obligations, costs and liabilities regarding this undertaking. This Agreement will be reasonably construed in furtherance of said purpose.

Section 2. Services. Each Party will avail its Building Staff to provide services for and at the direction of the other Party and within the other Party’s regulatory jurisdiction subject to this section. The Party requesting the services of the other Party’s Building Staff is the “the Requesting City” and the Party providing such services is the “the Providing City”.

A. The services provided to and for the Requesting City by the Providing City’s Building Staff include all responsibilities, tasks, duties and functions designated by the State Building Code (Chapter 19.27 RCW) and any applicable regulations, plans and policies of the Requesting City, as well as any related services directed by the Requesting City’s Mayor or

his or her designee. Such services include without limitation the review and approval of project permit plans, site inspections, code enforcement, and issuance of code interpretations.

B. In addition to any requirements set forth in applicable regulations, plans or policies, the following provisions apply to services for the Requesting City:

(1) Work Hours. Services performed for the Requesting City will be those requested by the Requesting City, subject to the availability of the Building Staff to perform such services, as determined in the Providing City's sole discretion. Services performed for the Requesting City by the Building Staff, inclusive of travel time, will be during normal business hours (7:00 a.m. to 5:00 p.m.). The Parties acknowledge that the Building Staff's availability to perform services for the Requesting City is dependent upon his or her availability, as the first priority remains with the Providing City.

(2) Office Space. When providing services to and for the Requesting City, the Building Staff will operate primarily from the Requesting City's City Hall. The Requesting City must provide access to an office workstation at the Requesting City's City Hall for the Building Staff's reasonable use.

(3) Vehicle Use. To perform site inspections and other duties from the Requesting City's City Hall, the Building Staff will use a vehicle furnished and insured by the Requesting City, if available. The Building Staff must maintain a valid Washington State driver's license throughout the term of this Agreement.

(4) Tools and Equipment. Except as otherwise specified in this Agreement or as specifically authorized by the Providing City, the Building Staff will use the Requesting City's tools and equipment to provide services to and for the Requesting City.

(5) Insurance. The Requesting City shall provide insurance, including Commercial General Liability, Auto Liability, and Workers Compensation or risk pool coverage providing same to the extent available, encompassing the Building Staff's performance of services for the Requesting City in the same manner as provided for the Requesting City's employees. Such coverage must commence when the Building Official physically arrives at the Requesting City's City Hall, must extend throughout the period of each day during which the Building Staff is providing services for the Requesting City, and terminate at the end of the business day when the Building Staff physically departs the Requesting City's City Hall premises or other premises at which the Building Staff is providing services for the Requesting City. The Providing City shall provide insurance or risk pool coverage for the Building Staff encompassing all other times and activities, including without limitation the Building Staff's transportation between the Providing City's City Hall and the Requesting City's City Hall.

Section 3. Costs and Payment. The services provided to the Requesting City by the Building Official shall be paid at the rates and in the manner set forth in this section.

A. Compensation. The Requesting City shall reimburse the Providing City on a monthly basis for wages (salary plus employer-paid benefits) at the rates shown on Exhibit "A" attached hereto, for the actual hours the Building Staff worked on behalf of Receiving City.

B. Mileage Reimbursement. Separate from and additional to the compensation rates set forth in subsection (A), the Requesting City will reimburse the Providing City for the Building Staff's daily transportation between the Providing City's City Hall and the Requesting City's City Hall at the then-current standard IRS mileage rate.

C. Invoice and Payment Procedure. The Providing City's Building Staff is responsible for tracking the hours worked for the Receiving City and provide those hours to the Providing City. The Providing City will submit monthly written invoices to the Requesting City for services rendered by the Providing City during the preceding month. Each invoice will detail the services provided and any reimbursable expenses incurred. The Requesting City will remit payment in full to the Providing City within thirty (30) days of receiving each invoice or will be subject to the Providing City's standard fees, interest and/or penalties.

Section 4. Term. This Agreement shall be effective upon mutual execution by the Parties, and will remain effective until December 31, 2023, unless terminated earlier in accord with Section 5. The Agreement can be extended by the Mayor or their designee, by mutual agreement in writing signed by both Parties, for successive one year terms up to a total of six additional years provided that, the rates are updated at the same time to cover the cost of providing the services.

Section 5. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with thirty (30) days written notice of its intent to terminate. Each Party shall remit timely payment to the other party for all satisfactory services rendered by the other party's Building Staff prior to the effective date of any termination or expiration of this Agreement.

Section 6. Modification. This Agreement may be modified by further written agreement upon mutual acceptance by both parties.

Section 7. Administration; No Separate Entity Created. The Sumner Mayor and the Bonney Lake Mayor shall serve as joint administrators of this Agreement. No separate legal entity is formed hereby.

Section 8. Property Acquisition, Retention and Disposition. No joint acquisition of real or personal property is contemplated by this Agreement. Except as provided in this section, any other real or personal property acquired by a Party will remain within the sole and exclusive ownership of that Party following the termination or expiration of this Agreement.

Section 9. Indemnification. The Requesting City shall defend and indemnify the Providing City's Building Staff from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the Providing City's Building Staff, performed under the direction of the Requesting City. Such indemnity and defense shall be provided on the same terms and to the same extent as afforded to each City's own employees under Bonney Lake Municipal Code Chap. 2.52 and Sumner Municipal Code 2.118.

It is further specially and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

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

Section 10. Governing Law and Venue. This Agreement is governed by the laws of the State of Washington. The venue for any action arising out of this Agreement is the Superior Court for Pierce County, Washington.

Section 11. No Employment Relationship Created. The parties specifically agree that the Building Staff from Providing City remain the employees of the Providing City and are not employees of the Requesting City and as such the Providing City is exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Official except as expressly set forth in this Agreement.

Section 12. Notices. Notices to Sumner must be sent to the following address:

**City of Sumner
Attn: Mayor
1104 Maple Street, Suite 200
Sumner, WA 98390**

Notices to Bonney Lake must be sent to the following address:

**City of Bonney Lake
Attn: Mayor
PO Box 7380
Bonney Lake, WA 98391**

Section 13. Duty to File Agreement with County Auditor. Prior to this Agreement's entry into force, Bonney Lake must, pursuant to RCW 39.34.040, (1) file this Agreement with the Pierce County Auditor's Office, or (2) list this Agreement by subject on Bonney Lake's internet web site.

Section 14. Integration. This document constitutes the entire agreement between the Parties, and, unless modified in writing by an amendment signed by the Parties, will be implemented exclusively as described above. All oral agreements and understandings related to the subject matter of this Agreement are superseded and null and void.

Section 15. No Third-Party Beneficiary Created. This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

Section 16. Signatory Warranty. Each signatory hereto warrants and represents that he/she has been authorized to execute this Agreement by appropriate action of the legislative body of his/her respective city.

Section 17. Execution in Counterparts. This Agreement may be executed in separate counterparts.

Section 18. Regulatory Authority Reserved. Nothing herein shall be construed as waiving, limiting or otherwise abridging in any manner regulatory authority or governmental powers of either party, which Sumner and Bonney Lake hereby expressly reserve in full.

EXECUTED this _____ day of _____, 2022.

CITY OF SUMNER

CITY OF BONNEY LAKE

Kathy Hayden, Mayor

Michael McCullough, Mayor

ATTEST/AUTHENTICATED

ATTEST/AUTHENTICATED

Michelle Converse, CMC, City Clerk

Sadie Schaneman, CMC, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Andrea Marquez, Sumner City Attorney

Kathleen Haggard, Bonney Lake City
Attorney

Exhibit A Rate Schedule

City of Bonney Lake			
Position	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate
Senior Inspector	\$80	\$85	\$90
Building Inspector I	\$60	\$65	\$70

City of Sumner			
Position	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate
Building Official	NA	\$63	\$65

SUBJECT: Operations Facility - Design Contract Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$671,290.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Supplement with Scope and Fee

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

During the process of designing our new facility, the City added the properties located at 14403 & 14415 29th Street to the new Operations Facility project. There is also a need for engineering to be done for the demolition and pre-loading that were not part of the original contract.

Early Site Development Package:

- Scope to include site/building demolition and preloading over two - three phases.
- Design, Permitting and Construction Administration

North Site Development:

- Scope to include design for site and building development. Program includes a pre-engineered canopy for decant, tipping wall, bulk material, and other laydown storage areas. See Exhibit A.1 for site plan concept.
- Design, Permitting and Construction Administration

Full Street and Frontage Improvements:

- Scope to include sidewalk, curb, gutter, street and frontage improvements per City standards along both sites along 29th St E.

Design, Permitting and Construction Administration

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 11/2/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to TCF Architect Consultant Services Contract for the Operations Facility (CIP 17-13), increasing the contract amount by \$671,290.00 to a total authorized amount not-to-exceed \$4,666,921.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



SUPPLEMENT NO. 3

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **TCF Architecture, PLLC**

CONTRACT NAME & PROJECT NUMBER: **Operations Facility Design (CIP 17-13)**

ORIGINAL AGREEMENT DATE: **June 22, 2020**

This Amendment is made between the City and the above-referenced Consultant, Contractor or Vendor and amends the original Contract/Agreement and all prior Amendments. All other provisions of the original Contract/Agreement or prior Amendments not inconsistent with this Amendment shall remain in full force and effect. For valuable consideration and by mutual consent of the parties, Consultant, Contractor or Vendor's work is modified as follows:

1. Section I of the Agreement, entitled "Description of Work," is hereby modified to add additional work or revise existing work as follows:

In addition to work required under the original Agreement and any prior Amendments, the Consultant, Contractor or Vendor shall:

See Exhibit A.

2. The contract amount and time for performance provisions of Section II "Time of Completion," and Section III, "Compensation," are modified as follows:

Original Contract Sum, <i>including applicable WSST</i>	\$312,817.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$3,682,814.00
Current Contract Amount <i>including all previous amendments</i>	\$3,995,631.00

Current Amendment Sum	\$671,290.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$4,666,921.00

Original Time for Completion (insert date)	12/31/2020
Revised Time for Completion under prior Amendments (insert date)	12/31/2021
Add'l Days Required (±) for this Amendment	730 calendar days
Revised Time for Completion (insert date)	12/31/2023

In accordance with Section XIV E of the Contract/Agreement, the Contractor, Consultant or Vendor accepts all requirements of this Amendment by signing below, by its signature waives any protest or claim it may have regarding this Amendment, and acknowledges and accepts that this Amendment constitutes full payment and final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Amendment, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits. This Amendment, unless otherwise provided, does not relieve the Contractor, Consultant or Vendor from strict compliance with the guarantee and warranty provisions of the original Agreement.

All acts consistent with the authority of the Agreement, previous Amendments (if any), and this Amendment, prior to the effective date of this Amendment, are hereby ratified and affirmed, and the terms of the Agreement, previous Amendments (if any), and this Amendment shall be deemed to have applied.

The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

IN WITNESS, the parties below have executed this Amendment, which will become effective on the last date written below.

CONSULTANT, CONTRACTOR OR VENDOR: By: _____ (signature) Print Name: <u>Randy Cook</u> Its <u>Managing Principal</u> (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

Additional Service Request 1

EXHIBIT A

CITY OF SUMNER

EARLY SITE DEVELOPMENT PACKAGE, NEW NORTH SITE DEVELOPMENT, AND FULL STREET AND FRONTAGE IMPROVEMENT

Doug Beagle
Development Services Director
City of Sumner

Dear Doug,

The City has requested that TCF and our subconsultants move forward with design through construction services for several additional scope items. The following is a summary of the additional efforts and scope changes included as part of this additional service request:

- **Early Site Development Package:**
 - Scope to include site/building demolition and preloading over two - three phases.
 - Design, Permitting and Construction Administration
- **North Site Development:**
 - Scope to include design for site and building development. Program includes a pre engineered canopy for decant, tipping wall, bulk material, and other laydown storage areas. See Exhibit A.1 for site plan concept.
 - Design, Permitting and Construction Administration
- **Full Street and Frontage Improvements:**
 - Scope to include sidewalk, curb, gutter, street and frontage improvements per City standards along both sites along 29th.
 - Design, Permitting and Construction Administration

This additional scope includes the following consultants:

- **Architectural Design** – TCF Architecture
- **Structural Engineering** – AHBL Engineers
- **Civil Engineering** – JMJ Team
- **MEP Engineering** – BCE Engineers
- **Landscape Architecture** – SiteWorkshop
- **Cost Estimating** – RC Cost Group
- **Haz Mat Survey** – PBS Environmental
- **Survey** – AHBL Engineers

See the attached sub consultant scope letters for more specific scope detail. The original Professional services agreement is still applicable.

Thank you,



Mark Hurley
TCF Architecture
Principal

Attachments

Exhibit A.1 – North Site Conceptual Site Plan
Exhibit B – Fee Summary
Exhibit C – Consultant Proposals



ADDITIONAL SERVICES - New Public Works Facility

Updated 10-26-21

	Consultant Labor Fees	Add'l Services Subtotals	Remarks
ADDITIONAL SERVICES - Early Site Package, Full Street and Frontage Improvements, and North Site Design, Bidding and Construction			
AS-0 Architecture - TCF Architecture, PLLC	\$218,000	\$218,000.00	
Early Site Package - Design	\$18,000		
Early Site Package - Bidding	\$10,000		
Early Site Package - Construction	\$14,000		
Early Site Package - Consultant Management and Coordination	\$12,000		
North Site - Design	\$70,000		
North Site - CUP/ Permitting	\$10,000		
North Site - Rendering and Special Graphics	\$12,000		
North Site - Bidding	\$5,000		
North Site - Construction	\$23,000		
North Site - Consultant Management and Coordination	\$44,000		
AS-1 Structural Engineering - AHBL	\$25,000	\$25,000.00	
North Site - Design	\$18,000		
North Site - Bidding	\$1,000		
North Site - Construction	\$6,000		
AS-2 MEP Engineering - BCE Engineers	\$25,200	\$25,200.00	
North Site - Design (Street and Frontage)	\$3,600		
North Site - Design	\$21,600		
AS-3 Equipment Consulting - Pinnacle	\$0	\$0.00	
-	\$0		
AS-4 Civil Engineering - JMJ Team	\$355,380	\$355,380.00	
Early Site Package - Design	\$47,345		
Early Site Package - Bidding	\$4,700		
Early Site Package - Construction	\$33,690		
North Site - Design (Street and Frontage)	\$42,805		
North Site - Design	\$148,060		
North Site - CUP/ Permitting	\$30,970		
North Site - Bidding	\$2,080		
North Site - Construction	\$45,730		
AS-5 - Landscape Architecture - SiteWorkshop	\$16,750	\$16,750.00	
North Site - Design	\$15,000		
North Site - Bidding	\$500		
North Site - Construction	\$1,250		
AS-6 Cost Estimating - RC Cost Group	\$8,050	\$8,050.00	
North Site - Design	\$8,050		
AS-7 Envelope Consulting - ABBAE	\$0	\$0.00	
-	\$0		
AS-8 Hardware Consulting - Adams Consulting & Estimating	\$0	\$0.00	
-	\$0		
AS-9 Acoustical Engineering - Tenor	\$0	\$0.00	
-	\$0		
AS-10 Coatings Consulting - TM Coatings	\$0	\$0.00	
-	\$0		
AS-11 - Hazardous Material Survey - PBS Environmental	\$14,760	\$14,760.00	See Also - Reimbursable Expenses Below
Haz Mat Survey	\$11,900		
Design Services	\$2,860		
AS-12 - Geotech - GeoDesign Inc	\$0	\$0.00	
-	\$0		
AS-13 - Survey - AHBL	\$7,350	\$7,350.00	See Also - Reimbursable Expenses Below
North Site	\$7,350		
SUBTOTAL ADDITIONAL SERVICES	\$670,490	\$670,490	
TCF Mark-up on Additional Services 0.00%		\$0	
TOTAL ADDITIONAL SERVICES		\$670,490	
REIMBURSABLE EXPENSES BUDGETS			
TCF		\$0.00	
Consultant's Reimbursables Budgets			
AHBL (survey)		\$200.00	
PBS Environmental		\$600.00	
Subtotal Consultant Reimbursables		\$800.00	
TCF Mark-up on Reimbursables 0.00%		\$0.00	
Budget for approved direct expenses		\$800	As incurred
MANAGEMENT RESERVE FUND (MRF)			
Management Reserve Fund		\$0	
The Management Reserve Fund is established to provide the City with contingency funds for use in employing additional consulting services as project needs may demand. Use of the fund requires City authorization.			
GRAND TOTAL		\$671,290	

ASSUMPTIONS AND EXCLUSIONS

1. **Plan Review and Permitting Costs/Fees:** Building plan and permitting fees, special use permit fees, agency legal costs, and other agency-related fees/costs are NOT included.
2. **Consultant Exclusions:** Refer to separate consultant proposals for specific exclusions.
3. **Sustainability Certification:** Although sustainability strategies will be implemented as part of design, the project is not pursuing LEED certification or other environmental stewardship certifications.
4. **Bid Document Printing and Distribution:** Costs for printing and distributing Bid Documents (drawings, project manuals, addenda), are not included.
5. **Furniture:** Furniture design, detailed layout and procurement is not part of this scope
6. **Commissioning:** Not included as part of this scope. TCF would prefer the City brings this on. We can coordinate as we get closer to construction.

AUTHORIZATION FOR ADDITIONAL SERVICES



TO: Mark Hurley, AIA
TCF Architecture PLLC
902 N 2nd Street
Tacoma, WA 98403
EMAIL: mark@tcfarchitecture.com

DATE: September 20, 2021
PROJECT NO.: 2200150.20
PROJECT NAME: CSPW North Parcel
SUBJECT: Structural Scope and Fee

SERVICES PROVIDED:

☐ Civil Engineering ☒ Structural Engineering ☐ Land Use Planning ☐ Landscape Architecture ☐ Land Surveying

DESCRIPTION OF WORK:

The following additional services have been requested:

Structural engineering associated with proposed structures at the North Parcel of the City of Sumner Public Works Facility. The anticipated scope is based upon the Predesign Study exhibit dated April 2021. The project will include structural engineering associated with a covered material storage canopy, a cast in place concrete tipping wall structure as well as a material storage area consisting of ecology block walls on a concrete slab on grade.

North Parcel Structural Engineering – Task 26

1. Coordinate with TCF Architecture as well as geotechnical, civil and MEP consultants.
2. Prepare structural calculations.
3. Prepare Revit model and engineered construction drawings.
4. Review cost estimates prepared by others.
5. Structural site design will include the design of the tipping wall (an elevated slab on grade and associated retaining walls for dumping of refuse) as well as retaining walls associated with storage bunkers.
6. The structural scope will include the design of any concrete walls and pits / sumps associated with the decant facility.
7. Review specifications prepared by TCF Architecture.
8. Assist the client/owner during the permitting process.

North Parcel Bidding Services – Task 27

9. Attend project pre-bid meetings, respond to contractor questions and review contractor-requested substitutions / changes as they relate to the design.
10. We can bill our structural bidding phase services on a time and expense basis against the noted allowance.

North Parcel Construction Phase Services – Task 28

11. Review shop drawings, test reports, and contractor-requested changes as they relate to the design.



12. Observe construction, which includes visits to the site at appropriate intervals to become familiar with the quality and progress of the work as it is relative to the primary structural system, and prepare observation reports.
13. We can bill our structural engineering construction phase services on a time and expense basis against the noted allowance.

BILLING SUMMARY:

Task 26: North Parcel Structural Engineering	\$18,000
Task 27: North Parcel Bidding Services (T&E est.)	\$1,000
Task 28: North Parcel Construction Phase Services (T&E est.)	\$6,000

AGREEMENT:

Client agrees to the scope of additional services and additional costs/fee set forth above. Further, Client agrees that this Authorization for Additional Services is subject to the same terms and conditions as specified in the original Contract/Agreement dated January 27, 2021. AHBL's receipt of a signed copy of this Authorization for Additional Services shall constitute its notice to proceed with performance.

Client Purchase Order No: _____

Client Name: _____

Signature: _____ Date: _____

Printed Name/Title: _____

AHBL Project Mgr. Signature:  Date: 9/20/2021

AHBL Proj. Mgr. Printed Name: Andrew McEachern, P.E., S.E.

☒ TACOMA	☐ SEATTLE	☐ SPOKANE	☐ TRI-CITIES
2215 North 30 th Street, Suite 300	1200 6 th Avenue, Suite 1620	827 West First Avenue, Suite 220	5804 Road 90, Suite H
Tacoma, WA 98403-3350	Seattle, WA 98101-3117	Spokane, WA 99201-3904	Pasco, WA 99301-8551
253.383.2422 TEL	206.267.2425 TEL	509.252.5019 TEL	509.380.5883 TEL

c: Accounting

ADM/

Q:\2020\2200150\20_STR\NON_CAD\PROJ_MGT\2200150 auth02 - Decant Facility.docx



September 21, 2021

TCF Architecture
902 North Second Street
Tacoma, Washington 98403

Attn: Mark Hurley

RE: City of Sumner Improvement of North Side of 29th St E. – Electrical Fee

Dear Mark,

Thank you for including us for Electrical design services for the above project. The scope of work as we understand it is as follows:

Scope of Work

- Additional coordination and design of streetlighting for North side improvements of 29th St E.
- Additional coordination with PSE, Civil and city for relocating overhead power poles on both sides of 29th St E.
- Electrical specifications as needed
- CA services to include submittal reviews, RFI response and (1) punchlist.

We propose a **fixed fee of \$3,600** to cover this service. Bid and CA services portion will be covered in the current Public Works Facility fee with no additional charge.

If the scope of work changes from that described above we reserve the right to charge additional fee. You will be notified before any out of scope work begins for concurrence of additional fee.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.

Chuck Heaton, PE
Principal



September 21, 2021

TCF Architecture
902 North Second Street
Tacoma, Washington 98403

Attn: Mark Hurley

RE: City of Sumner Decant Storage Canopy, North Parcel Site – MEP Fee

Dear Mark,

Thank you for including us for MEP design services for the above project. The scope of work as we understand it is as follows:

Scope of Work

- Design of trench drain for decant canopy to within 5' outside of building. Civil to take from there.
- Design of high-volume hose bib for washdown in decant canopy to within 5' outside building. Civil to take from there.
- Design of canopy lighting and site lighting.
- Design of power to canopy.
- Design of power and low voltage control of gate. Gate and drive loops by others
- Standard SD, DD, CD and bid submittals
- MEP specifications
- CA services to include submittal reviews, RFI response and (1) punchlist.

We propose a **fixed fee of \$21,600** to cover this service. Bid and CA services portion will be covered in the current Public Works Facility fee with no additional charge.

If the scope of work changes from that described above we reserve the right to charge additional fee. You will be notified before any out of scope work begins for concurrence of additional fee.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.

Chuck Heaton, PE
Principal

SCOPE OF WORK

This Scope of Work, submitted to TCF Architecture includes services for additional civil design, permitting, public bidding, and construction engineering support for the development of the new public works facility on an approximate 7-acre existing large lot residential site. The added scope of work is to do complete frontage improvements on 29th Street E and to prepare a separate site demolition, TESC, and Preload package for early construction.

Our understanding is that the Jurisdiction and project owner is the City of Sumner, and the project team is led by TCF Architecture. MJM TEAM will proactively collaborate with the project team and project owner/jurisdiction to ensure the civil system designs are coordinated with other team disciplines and meet the expectations of the project owner/jurisdiction.

TASKS AND DELIVERABLES

Phase 1: Civil Design – 29th Street E Full Design

Objective:

To obtain City of Sumner civil permits and bid documents for the construction of full roadway improvements to 29th Street E, including roadway, sidewalks, storm drainage, illumination, and electrical coordination.

Task 1: Civil Design and Permitting

Approach:

- Collaborate with the project team to produce civil documents for additional offsite improvements including:
 - AutoCAD Civil 3D design files
 - Civil engineering discipline drawings and figures in PDF format
 - Technical reports and documentation in Word and PDF format
 - Construction cost estimates in Excel and PDF format
- Tasks include full roadway design of:
 - Roadway alignment plans
 - Roadway cross sections
 - Roadway grading
 - Sidewalk and Planter plans
 - Storm drainage collection plans
 - Site Access
 - Illumination, power, and communications coordination

Phase 2: Civil Design and Permitting – Early Site Preparation

Objective:

To obtain City of Sumner civil permits and bid documents for the construction of early site improvements including site demo, TESC, and preload of the new public works facility.

Task 1: Civil Design and Permitting

Approach:

- Collaborate with the project team to produce civil documents for on-site improvements including:
 - Civil meeting minutes in Word and PDF format

- AutoCAD Civil 3D design files
 - Civil engineering discipline drawings and figures in PDF format
 - Technical reports and documentation in Word and PDF format
 - CSI Technical specifications in Word and PDF format
 - Construction cost estimates in Excel and PDF format
- Tasks of the Civil Design and Permitting include:
 - Team Meetings and Coordination
 - City Meetings
 - Civil Design and Drawings (approximately 30) including:
 - Cover Sheet and Standard Plans
 - Existing Site Plans
 - Demolition Plans
 - Erosion Control Plans
 - Site Prep/Subsurface Drainage
 - Preload Sequence Plans
 - Stormwater Report and SWPPP
 - Specifications
 - Construction Cost Estimate
 - Permit Submittals/Revisions/Resubmittals
 - NPDES Permit Submittal

Phase 3: Construction Administration – Civil Engineering – Early Site Prep

Objective:

To achieve the following tasks:

1. Team collaboration during construction of the project
2. Provide civil engineering services during construction for the successful completion and acceptance of project.
3. Respond to contractor request for information (RFI)
4. Review product submittals
5. Produce As-built drawings for jurisdiction submittal

Approach:

- Attend and contribute to team meetings when needed (assume bi-weekly)
- Respond to contractor request for information (RFI)
- Revise civil plans as necessary
- Review and track product submittals
- Maintain record drawings
- Deliverables: RFI responses, revised plans, record drawings

ASSUMPTIONS

- Electronic copies of all deliverables will be provided for reproduction by others
- Jurisdiction permit and application fees are not included
- Standard expenses such as mileage and basic copies are included
- Services such as geotechnical, structural, architecture, landscape architecture and MEP are by others and not included
- Ground improvements such as preload, foundation/subgrade improvements are not included as the geotechnical evaluation has not been completed

PROJECT FEES

A summary of the Phase totals is provided below. The fee is to be billed on a lump sum basis not to exceed the agreed upon total fee without prior approval.

JMJ Team
Civil Engineering Budget Proposal

CLIENT: TCF Architecture

JMJ # 15xx Sumner Public Works Facility Amendment 1		STAFF	Senior Engineer	Senior Planner	Engineer	Drafter	Senior Consultan t					TOTAL	TOTAL	
WO #		BILL RATES	\$210.00	\$175.00	\$135.00	\$95.00	\$150.00					HOURS	COST	SUBTOTALS
1.0 Frontage Design (Full Roadway)														
Team Meetings (2) and Coordination			6		6							12	\$2,070	
City Meetings (2)			4		4							8	\$1,380	
Existing Site Plans			1		2	4						7	\$860	
Demo and Erosion Control Plans			1		8	16						25	\$2,810	
Roadway Alignment Plans			2		24	40						66	\$7,460	
Roadway Cross Sections			2		16	16						34	\$4,100	
Roadway Grading Plans			2		16	40						58	\$6,380	
Roadway Stormwater Plans			2		16	32						50	\$5,620	
Roadway Detail Plans			2		16	24						42	\$4,860	
Roadway Channelization Plans			1		1	8						10	\$1,105	
Roadway Illumination Coordination			2		8	8						18	\$2,260	
Roadway Power/Comm Coordination			1		8	8						17	\$2,050	
Construction Cost Estimate			2	2	8							12	\$1,850	
Subtotal												359		\$42,805
2.0 Early Site Work Civil Design Package														
Team Meetings (4) and Coordination			4		8							12	\$1,920	
City Meetings (2)			4		4							8	\$1,380	
Cover Sheet					1	2						3	\$325	
Existing Site Plans - Onsite			1		4	4						9	\$1,130	
Demolition Plans			2		16	24						42	\$4,860	
Erosion Control Plans			2		16	16						34	\$4,100	
Preload Sequence/Grading Plans			8		60	60						128	\$15,480	
Preload Details			2		24	32						58	\$6,700	
Stormwater Modeling and Memo			1	2	12							15	\$2,180	
Specifications			4	16	32							52	\$7,960	
Construction Cost Estimate			2	2	4							8	\$1,310	
Subtotal												369		\$47,345
3.0 Early Site Work Bid-Construction Administration (6-Months)														
Bid Assistance			8	8	12							28	\$4,700	
Meetings (12)			12		24							36	\$5,760	
City Meetings (4)			4		4							8	\$1,380	
RFI's (10)			10	10	30	30						80	\$10,750	
Submittals			4	8	24							36	\$5,480	
Record Drawings			2	4	16	16						38	\$4,800	
Site Inspections			16		16							32	\$5,520	
Subtotal												258		\$38,390
Construction Administration Total												258		\$38,390
Project Total			114	52	440	380						986	\$128,540	\$128,540

SCOPE OF WORK

This Scope of Work, submitted to TCF Architecture includes services for land use approval, civil design, permitting, public bidding, and construction engineering support for the development of the North Side new public works facility on an approximate 2-acre existing large lot residential site. The project includes onsite development of open buildings and a decant facility that will require extensive civil improvements including:

- Site Layout
- On-Site Parking and Driveways
- Grading and Drainage
- Paving and Surfacing
- Site Retaining Walls
- Domestic Water Systems
- Fire Water Systems
- Storm Water Systems
- Sanitary Sewer Systems
- Power and Site Lighting
- Fencing

Our understanding is that the Jurisdiction and project owner is the City of Sumner, and the project team is led by TCF Architecture. MJM TEAM will proactively collaborate with the project team and project owner/jurisdiction to ensure the civil system designs are coordinated with other team disciplines and meet the expectations of the project owner/jurisdiction.

TASKS AND DELIVERABLES

Phase 1: Land Use Approvals

Objective:

To achieve Land Use approvals for the project which will follow the Conditional Use Permit (CUP) process.

Approach:

JMJ TEAM will work with the project team to prepare the civil and land use elements of the CUP for the north side development. Tasks include:

- Team/City Coordination
- Conditional Use Permit Civil Plans and Documents
 - Existing Site
 - Proposed Site
 - Stormwater Plan
 - Water Plan
 - Sewer Plan
 - JUT Plan
 - Flood Compensation/Mitigation Plan
 - Stormwater Report
 - Civil Infrastructure Narrative
- SEPA Checklist and Application
- CUP Conditions Review/Coordination
- Public Meeting

Phase 2: Civil Design and Permitting

Objective:

To obtain City of Sumner civil permits and bid documents for the construction of on-site civil elements of the new public works facility on the north blocks.

Task 1: Civil Design and Permitting

Approach:

- Collaborate with the project team to produce civil documents for on-site improvements including:
 - Civil meeting minutes in Word and PDF format
 - AutoCAD Civil 3D design files
 - Civil engineering discipline drawings and figures in PDF format
 - Technical reports and documentation in Word and PDF format
 - CSI Technical specifications in Word and PDF format
 - Construction cost estimates in Excel and PDF format
- Tasks of the Civil Design and Permitting include:
 - Team Meetings and Coordination
 - City Meetings
 - Civil Design and Drawings (approximately 30) including:
 - Cover Sheet and Standard Plans
 - Existing Site Plans
 - Demolition Plans
 - Erosion Control Plans
 - Site Prep/Subsurface Drainage
 - Proposed Site Plans
 - Building/Site Layout Plans
 - Proposed Water Plans
 - Proposed Sewer Plans
 - Proposed Storm Plans
 - Grading Plans
 - Hardscape/Site Details
 - Utility Details
 - Fire Plans
 - Vehicle Turning Plans
 - Illumination/Electrical Site Plan
 - Stormwater Report and SWPPP
 - Specifications
 - Construction Cost Estimate
 - Permit Submittals/Revisions/Resubmittals
 - NPDES Permit Submittal

Phase 2: Construction Administration – Civil Engineering

Objective:

To achieve the following tasks:

1. Team collaboration during construction of the project
2. Provide civil engineering services during construction for the successful completion and acceptance of project.
3. Respond to contractor request for information (RFI)
4. Review product submittals
5. Produce As-built drawings for jurisdiction submittal

Approach:

- Attend and contribute to team meetings when needed (assume bi-weekly)
- Respond to contractor request for information (RFI)
- Revise civil plans as necessary
- Review and track product submittals
- Maintain record drawings
- Deliverables: RFI responses, revised plans, record drawings

ASSUMPTIONS

- Electronic copies of all deliverables will be provided for reproduction by others
- Jurisdiction permit and application fees are not included
- Standard expenses such as mileage and basic copies are included
- Services such as geotechnical, structural, architecture, landscape architecture and MEP are by others and not included
- Ground improvements such as preload, foundation/subgrade improvements are not included as the geotechnical evaluation has not been completed

PROJECT FEES

A summary of the Phase totals is provided below. The fee is to be billed on a lump sum basis not to exceed the agreed upon total fee without prior approval.

JMJ Team
Civil Engineering Budget Proposal

CLIENT: TCF Architecture

JMJ # 15xx Sumner North Side Public Works Facility		STAFF	Senior Engineer	Senior Planner	Engineer	Drafter	Senior Consultan t								
WO #		BILL RATES	\$210.00	\$175.00	\$135.00	\$95.00	\$150.00						TOTAL HOURS	TOTAL COST	SUBTOTALS
1.2	Conditional Use Permit Process														
	Team/City Coordination		8	8	16								32	\$5,240	
	Conditional Use Permit Plans		40	8	60	80							188	\$25,500	
	Conditional Use Permit Reports/SEPA		8	32	24	8							72	\$11,280	
	Public Outreach		2	8	8	8							26	\$3,660	
	CUP Conditions Review/Coordination		2	4	4								10	\$1,660	
													328		\$47,340
1.1	Schematic Design (2-Months)														
	Team Meetings (6) and Coordination		12		16								28	\$4,680	
	City Meetings (2)		4		4								8	\$1,380	
	Cover Sheet				1	2							3	\$325	
	Existing Site Plans		1		8	8							17	\$2,050	
	Demo and Erosion Control Plans		1		8	16							25	\$2,810	
	Site Prep/Subsurface Drainage/Preload		2		8	16							26	\$3,020	
	Proposed Site Plans		2		16	24							42	\$4,860	
	Proposed Water Plans		2		16	16							34	\$4,100	
	Proposed Sewer Plans		2		16	16							34	\$4,100	
	Proposed Storm Plans		2		16	16							34	\$4,100	
	Grading Plans		2		8	8							18	\$2,260	
	Hardscape Details		1		8	8							17	\$2,050	
	Utility Details		1		8	8							17	\$2,050	
	Fire Plan		2		8	8							18	\$2,260	
	Vehicle Turning Plan		1		16								17	\$2,370	
	Stormwater Modeling and Memo		1	2	8								11	\$1,640	
	Construction Cost Estimate		2	2	8								12	\$1,850	
	Subtotal												361		\$45,905
1.2	Design Development (2-Months)														
	Team Meetings (8) and Coordination		8		16								24	\$3,840	
	City Meetings (2)		4		4								8	\$1,380	
	Cover Sheet				1	1							2	\$230	
	Existing Site Plans - Onsite		1		4	4							9	\$1,130	
	Demolition Plans		1		16	16							33	\$3,890	
	Erosion Control Plans		2		8	8							18	\$2,260	
	Site Prep/Subsurface Drainage/Preload		2		16	16							34	\$4,100	
	Proposed Site Plans		2		24	32							58	\$6,700	
	Building/Site Layout Plans		2		16	16							34	\$4,100	
	Proposed Water Plans		2		16	16							34	\$4,100	
	Proposed Sewer Plans		2		16	16							34	\$4,100	
	Proposed Storm Plans		1		16	16							33	\$3,890	
	Grading Plans		1		16	16							33	\$3,890	
	Hardscape/Site Details		1		8	16							25	\$2,810	
	Utility Details		1		8	16							25	\$2,810	
	Fire Plan		1		4								5	\$750	
	Vehicle Turning Plan		1		4								5	\$750	
	Stormwater Modeling and Memo		1	2	16								19	\$2,720	
	Illumination/Electrical Site Plan		1		8	16							25	\$2,810	
	Specifications		4	8	12								24	\$3,860	
	Construction Cost Estimate		4	2	8								14	\$2,270	
	Subtotal												496		\$62,390
1.2	Construction Documents (2-Months)														
	Team Meetings (8) and Coordination		12		16								28	\$4,680	
	City Meetings (2)		4		4								8	\$1,380	
	Cover Sheet				1	1							2	\$230	
	Existing Site Plans - Onsite				4	4							8	\$920	
	Demolition Plans		1		16	16							33	\$3,890	
	Erosion Control Plans		1		8	16							25	\$2,810	
	Site Prep/Subsurface Drainage/Preload		2		16	24							42	\$4,860	
	Proposed Site Plans		1		24	32							57	\$6,490	
	Building/Site Layout Plans		1		8	16							25	\$2,810	
	Proposed Water Plans		1		16	24							41	\$4,650	
	Proposed Sewer Plans		1		16	24							41	\$4,650	
	Proposed Storm Plans		1		24	24							49	\$5,730	
	Grading Plans		1		24	24							49	\$5,730	
	Hardscape/Site Details		1		8	16							25	\$2,810	
	Utility Details		1		8	16							25	\$2,810	
	Fire Plan		1		2								3	\$480	
	Vehicle Turning Plan		1		2								3	\$480	
	Stormwater Report and SWPPP		1	2	16								19	\$2,720	
	Illumination/Electrical Site Plan		1		8	16							25	\$2,810	
	Specifications		2	2	24								28	\$4,010	
	Construction Cost Estimate		4	2	8								14	\$2,270	
	Submittal/Revisions		4	4	32	32							72	\$8,900	
	NPDES Permit Submittal		4	8	8	8							28	\$4,080	
	Subtotal												650		\$80,200
	Civil Engineering and Permitting Total												1835		\$235,835
2.1	Bid-Construction Administration (12-Months)														
	Bid Assistance		8	8	12								28	\$4,700	
	Meetings (24)		24		48								72	\$11,520	
	City Meetings (4)		8		8								16	\$2,760	
	RFI's (10)		10	10	40	40							100	\$13,050	
	Submittals		4	8	40								52	\$7,640	
	Record Drawings		2	4	24	24							54	\$6,640	
	Site Inspections		24		24								48	\$8,280	
	Operation and Maintenance Agreement			4	16								20	\$2,860	
	Subtotal												390		\$57,450
	Construction Administration Total												390		\$57,450
9/17/2023	Project Total		206	68	915	708							2225	\$293,285	\$293,285

September 22, 2021

Mark Hurley

TCF Architecture, PLLC
902 N 2nd Street, Tacoma, WA 98403
Tacoma, WA 98402

Re: CSPW – Additional Services

Dear Mark:

TCF Architecture has requested a proposal for additional scope related to the City of Sumner Public Works maintenance and operations facility project. This letter is a request for additional services which will enable us to complete the required design, bidding, and construction administration support services.

The following proposal is presented with the expectation that with these additional services we will be able to confidently provide all of the support necessary to complete the project as currently defined.

This proposal includes two scope elements that are added to the project:

1. Added Scope #1 – North Parcels Facility: Landscaping for parcels on the north side of 29th Street. Site will include a canopy structure for decant and material storage, paved area for storage, and perimeter landscaping.
2. Added Scope #2 – North Half-Street Improvements: Additional half street improvements on the north side of 29th along the new north parcels.

Specifically, Site Workshop will provide:

Meetings & Communication

- Participate in all necessary landscape related meetings, phone calls and email exchanges required to coordinate the new design elements.

Design Work

- Development of Plans, Specifications, and Cost Estimates for the landscape related planting and irrigation design elements for this scope of work. See “Project Phases” Below

CUP Submittal and Response

- It is anticipated that a conditional use permit will be required for this work. This scope includes contribution for landscape items on a CUP submittal as well as revisions based off city of Sumner requirements.

PROJECT PHASES

Construction Documents

- Plans – assume 2-3 PDF submittals for coordination, pricing, phased building permit delivery, GMP and For Construction.

- Landscape Site Plan – Define pedestrian paving, layout, materials, finishes and detail references.
- Coordination with Civil Finish Grading Plan –Site Workshop will work with the architect, civil and structural engineers to ensure that all grading is properly coordinated with underlying structures and building entries.
- Construction Details – Provide all necessary construction details to properly construct all proposed site improvements. Site Workshop will collaborate with structural and civil in detailing any features that require specific engineering requirements.
- Landscape Irrigation Plan & Details – Diagram the underground piping, head layout, valve locations, controller station and backflow for a fully automatic system.
- Planting Plan & Details – To graphically locate and identify all plant materials to be used including specific quantities, sizes, varieties, and installation instructions.
- Coordination with agencies having jurisdiction to determine landscape requirements and permit submittal requirements. Provide any calculations and other requirements the agency having jurisdiction requires to obtain all required permits.
- Specifications shall be in standard CSI format, as necessary to define and describe the work, including general material and installation requirements.
- 90% estimate of probable costs for landscape architectural scope.

Bidding

- Bid period support. Answer bidders' questions and assist with the evaluation of bids. Provide electronic copies of the documents for the contractor's use.
- Assume a portion of this phase is covered under the original agreement.

Construction Phase

- Submittal, RFI and minor revision review and documentation.
- Site observation visits and reports.
- Punch list review meeting (Substantial Completion), and punch list back check (Final Completion) review meeting.
- Plans showing revisions issued by the landscape architect during construction, for RFIs, Change Orders, etc. Not record drawings of as-built conditions by the contractor. Not including details.
- 1-year review and landscape performance evaluation including review and adjustment of Owners Maintenance procedures.
- Assume a portion of this phase is covered under the original agreement.

PROJECT FEE

Proposed fees below are proposed as on a lump sum basis

Scope #1 – North Parcels Facility:

<u>Task</u>	<u>Lump Sum Fee</u>
Construction Documents	\$12,000
Bidding	\$250
Construction Administration	<u>\$750</u>
Total	\$13,000

Scope #2 – North Half Street Improvements:

<u>Task</u>	<u>Lump Sum Fee</u>
Construction Documents	\$3,000
Bidding	\$250
Construction Administration	<u>\$500</u>
Total	\$3,750

Please contact me if you have any questions or comments regarding this proposal.

Sincerely,

Mark Brands

September 24, 2021

Mark Hurley
TCF Architecture PLLC
902 N 2nd Street, Tacoma, WA 9840

Email: mark@tcfarchitecture.com

**RE: Proposal for Hazardous Materials Consulting Services
City of Sumner Maintenance Facility Project – Additional Parcels
PBS Proposal No.: WA31628**

Dear Mr. Hurley:

PBS Engineering + Environmental (PBS) is pleased to provide this proposal for Hazardous Materials Consulting Services related to the planned demolition of structures located at the above reference project site. This proposal outlines our proposed services and fees related to asbestos-containing materials (ACMs), lead-containing paint (LCP), poly-chlorinated biphenyls (PCBs), mercury-containing building components, Regulated Metals (mortar) and underground storage tanks.

PBS has reviewed an aerial photo of additional structures. We have limited knowledge of these parcels. We understand these structures will be demolished. This appears to include two residential structures and various out-buildings. No as-built drawings or other building documentation was available for review.

Following is an outline of our proposed services and associated fees:

I. TASK 01 - INVESTIGATION PHASE

The following tasks shall be completed during the investigation phase and the information gathered will be used and included in the existing design development process:

1. PBS will sample suspect building components for asbestos-containing materials (ACMs). Analysis will be performed using polarized light microscopy (PLM).
2. PBS will sample representative surfaces in the structures to be demolished for the presence of lead-containing paint (LCP). Analysis will be performed using atomic absorption methodology (AA).
3. Toxicity characteristic leachate procedure (TCLP) testing will be performed, if appropriate, on representative waste streams during design development and/or demolition activities to help forecast if specific lead waste handling practices will be necessary.
4. PBS will perform investigation of representative fluorescent light fixture ballasts to determine the presence of polychlorinated biphenyls (PCBs). Light fixture ballasts considered to contain PCBs will be quantified and identified on survey plans. Any hazardous conditions noted during the course of the PCB investigation will be immediately brought to the attention of the design team. Additionally, suspect materials such as sealants and coatings will be tested for PCB content.
5. PBS will investigate the presence and quantity of mercury-containing fluorescent light tubes and mercury-containing thermostat bulbs, flooring, and electrical switches. A summary of our findings including recommendations for handling during demolition will be provided.
6. PBS will investigate the presence, status, and quantity of underground and above ground petroleum storage tank(s). PBS will not perform any subsurface sampling as part of this investigation.
7. PBS will provide documentation of our findings in a report to be included in the bid documents. Given that the structures are to be demolished, PBS will not complete survey plans showing material or sample

locations. Rather, material information will be depicted on the design drawings. The report will satisfy the WISHA requirement for the completion of a "good faith inspection". The report will outline quantities and locations of ACMs, the extent of LCP, the number of suspect PCB-containing ballasts and sealants, regulated metals, mercury-containing components, and underground/aboveground storage tanks. PBS will develop simple base plans as an aid to investigation work and as backgrounds for development of abatement plans for inclusion in the bid documents.

8. An abatement cost estimate will be provided at the conclusion of the investigation phase. This document will be provided separately from the survey report.

II. TASK 02 - CONTRACT DOCUMENT DEVELOPMENT

Contract requirements and technical specifications for work related to asbestos, lead, PCBs, mercury, other regulated metals, and storage tanks will be included as part of the project and will be developed based upon data gathered during investigation and testing. The following tasks will be performed in the design development process:

1. PBS will participate in project meetings with the design team to prepare for and determine responses to site conditions and initial inspection and testing information.
2. Include technical specification information and hazardous materials abatement plans representing locations and quantities of ACMs to be abated, sampling information, any particular means and methods, and appropriate references to other specification sections.
3. Include technical specification information and plans addressing components requiring compliance with lead-related regulations (WAC 296-155), sampling information and references to other specification sections. Information related to LCP will be included on the hazardous materials abatement plans.
4. Include technical specification information for removal and disposal of PCB-containing components. Quantities and condition of components to be removed will be indicated on the hazardous materials abatement plans.
5. Include technical specification information to direct proper handling and recycling of mercury fluorescent lamps and switches and flooring. Quantities and condition of components to be removed will be indicated on the hazardous materials abatement plans.
6. Include specifications information to direct the proper removal/decommissioning of underground/aboveground storage tank(s) for the residential/commercial properties, if found. Information will be indicated on the hazardous materials abatement plans.
7. PBS will submit the contract documents outlined above to the design team. Opinions of Cost for hazardous materials abatement will be revised, if necessary, as part of each submittal.

III. EXCLUSIONS/LIMITATIONS TO THE SCOPE OF WORK

The scope of work and associated labor and sample budgets outlined in this proposal are based upon our preliminary understanding of the work. The following outlines PBS' limitations of scope for our proposed services:

1. PBS will inspect only accessible areas of the structures. We also understand these structures are occupied which may limit our access. PBS presumes unrestricted access to all areas of the structures to perform our survey activities. PBS will summarize conditions that, in our opinion, warrant further investigation and may require over-height access or confined space entry. Examples include over-height locations on ceiling and walls, etc. Destructive sampling will be limited to what can be accomplished with hand tools.
2. PBS will collect and analyze the particular types of samples as outlined. Our current knowledge of the structures is limited, and conditions may warrant additional sample collection and/or analysis for code compliance. Sample turnaround is presumed to be non-rush.
3. Drafting services include the preparation of up to three (3) drawing sheets as part of each submittal,

- including investigation reporting and design/contract documents.
4. Construction/abatement period services are not included.
 5. Subsurface investigations of soil and groundwater are not included.

IV. ESTIMATED FEES

Following is a breakdown of PBS' estimated fees for each task outlined above:

Task 01 – Investigation Period Services

Principal (1 hr @ \$195/hr)	\$195.00
Sr. Project Management (8 hrs @ \$145/hr)	\$1,160.00
AHERA Inspectors (40 hrs @ \$95/hr)	\$3,800.00
Administrative Support (4 hrs @ \$70/hr)	\$280.00
CAD Drafting (1 hrs @ \$85/hr)	\$85.00
Asbestos Collection/Analysis Fee (150 @ \$25/ea)	\$3,750.00
Lead Paint Collection/Analysis Fee (30 @ \$25/ea)	\$750.00
Mercury Collection/Analysis Fee (2 @ \$40/ea)	\$80.00
PCB Collection/Analysis Fee (5 @ \$90/ea)	\$450.00
TCLP Waste Collection/Analysis Fee (6 @ \$125/ea)	\$750.00
RCRA Metals Collection/Analysis Fee (4 @ \$150/ea)	\$600.00
Reimbursables (Equipment, mileage, etc.)	<u>\$500.00</u>
TASK 01 TOTAL	\$12,400.00

Task 02 – Design Period Services:

Sr. Project Designer (10 hrs @ \$145/hr)	\$1,450.00
Geologist (4 hrs @ \$95/hr)	\$380.00
AHERA Inspector (4 hrs @ \$95/hr)	\$380.00
Administrative Support (2 hrs @ \$70/hr)	\$140.00
CAD Drafting (6 hrs @ \$85/hr)	\$510.00
Reimbursables (Plotting, mileage, etc.)	<u>\$100.00</u>
TASK 02 TOTAL	\$2,960.00

PROJECT TOTAL \$15,360.00

All above fees will be invoiced on a time and materials basis. Our labor for Task 001 is based on the estimated number of samples identified in Task 001. Code may require additional samples for collection and analysis. Reimbursable fees will be billed based on actual expenditures at the above unit rates. The sample rates are fee-based and are inclusive of laboratory fees, collection tools, PPE, building repair products, decontamination equipment, etc.

This proposal along with our attached 01/2018 master terms and conditions are the entire agreement between the parties.

V. SCHEDULE

PBS will make every effort to accommodate the established schedule.

If you find this proposal acceptable, please sign and return it to our Seattle office or provide us with your purchase order form. Thank you for the opportunity to submit our proposal.

Hazardous Materials Consulting Services Proposal
Additional Parcels
City of Sumner Maintenance Facility
September 24, 2021
Page 4 of 4

Respectfully,
PBS Engineering + Environmental,



Gregg Middaugh
Senior Project Manager
Industrial Hygiene Group

ACCEPTED BY:

Print Name

Title

Signature

Date

Attachment: PBS Terms and Conditions, 02/2018



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal and scope of work (collectively, the "SOW") from PBS Engineering and Environmental Inc. ("PBS") to Client (as defined in the letter proposal). The Terms and Conditions and the SOW (collectively, the "Agreement") represent the entire and integrated agreement between Client and PBS. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral. If there are any inconsistencies between the SOW and the Terms and Conditions, the SOW shall control. Any services outside the SOW will be considered an "extra" and billed directly to the Client, outside of the contract amount, on a "Time and Materials" basis in accordance with PBS's currently established bill rates and these Terms and Conditions.

The Agreement memorializes the contractual obligations of PBS and Client with respect to PBS' delivery of professional consulting services to Client as an engineer, consultant, or owner representative.

- 1. PROFESSIONAL LIABILITY AND STANDARD OF CARE:** PBS will perform the professional services described in the SOW in accordance with the standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. PBS makes no other warranty, express or implied, in connection with its performance of its professional services. If PBS' services under this Agreement do not include observation or review of contractor performance during construction phase, PBS services are deemed complete on the date the design is completed or if applicable, the date when the approving authority approves the design. Client assumes all responsibility for the application and interpretation of the construction phase review of design.
- 2. TERM AND TERMINATION:** This Agreement will remain in full force and effect until all work described in the SOW has been completed and Client has paid for the work in full. Client may terminate this Agreement at any time and for any reason by providing written notice to PBS of its decision to terminate. Client is responsible for payment of all fees for any work performed by PBS through the date and time PBS receives the written termination notice. The amount of fees owed will be established by the SOW and PBS' then current rate schedule. PBS may elect to suspend or terminate this Agreement for nonpayment of its fees. If PBS elects to suspend services, PBS will give Client seven days' written notice to cure the nonpayment before suspending services. In the event of a suspension of services, PBS shall have no liability to Client because of the suspension and Client shall indemnify, defend, and hold PBS harmless from and against any claims arising out of or in any way related to such suspension. If Client fails to cure a nonpayment after a suspension that lasts thirty (30) days, PBS may terminate this Agreement and recover its fees as provided in this Agreement and by law.
- 3. INDEPENDENT CONTRACTOR:** Client has retained PBS, including its subconsultants and subcontractors, to perform the services and to prepare any deliverables described in the SOW as an independent contractor. Accordingly, PBS is not responsible for the following: (a) the health and safety of Client's personnel or other persons present on the Property (as defined in paragraph 8 below) at the time PBS performs its field services; (b) the overall status of Client's project; (c) any damage to any real or personal property of Client unless it results from an intentional or negligent act of PBS; (d) the interpretation of any PBS report, design drawings, or results by others; (e) any use of PBS reports, design drawings, or results by Client or others except as specifically set forth herein; or (f) any other matter not encompassed in the SOW.
- 4. INSURANCE AND LIMITATION OF PBS' LIABILITY:** PBS carries the following insurance: Worker's Compensation and/or Employer's Liability as required by law; Commercial General Liability (\$1,000,000 per occurrence/\$2,000,000 aggregate); Employer's Liability (\$1,000,000); Business Automobile Liability (\$1,000,000); and Professional Liability (\$1,000,000), including pollution liability coverage. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Client acknowledges and agrees that PBS' maximum liability to Client for any breach of this Agreement or for any PBS act or omission affecting client, including negligence, shall not exceed the policy limits for any policy of insurance that applies to the breach, act, or omission. Under no circumstances shall PBS be liable to Client for any indirect, incidental, special, punitive, or consequential damages, including any loss of use, profit or revenue.
- 5. RATE SCHEDULE:** Fees for services are based on the number of hours spent working on Client's project by PBS personnel, including travel, plus all reimbursable expenses. PBS hourly rates will be billed as stated in the SOW or at its current hourly rates as applicable (current rates are available upon request). Invoices will include sales tax when required.
- 6. REIMBURSABLE EXPENSES:**
 - A. Outside Services.** Services performed by any subconsultants or subcontractors will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming. Remediation, Abatement, General Construction and Software services will be invoiced as quoted.
 - B. Supplies and Equipment.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and deposits will be invoiced at cost plus 10 percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, surveying, mapping, vehicle mileage, photocopying, etc.) may be required to complete Client's project. These will be invoiced at PBS standard rates without markup (rates available upon request).
 - C. Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
- 7. PAYMENTS TO PBS AND LIEN RIGHTS:** Invoices for services performed will be submitted periodically, but no more frequently than monthly. Invoices will describe the work PBS has performed and hours worked, reimbursable expenses incurred, and the total amount due to PBS in accordance with this Agreement. All invoices are due net thirty (30) days and an account will become delinquent 30 days after the invoice date. Delinquent accounts shall bear interest at the rate of eighteen percent (18%) per annum; provided, however, that if 18% per annum exceeds the maximum rate allowable by law, the maximum rate allowable by law will apply instead. If Client contests an invoice, Client may withhold only that portion contested and must pay the undisputed portion. Client acknowledges and agrees that if PBS may assert a lien against Client's project to secure payment for its services to the extent permitted by law.

- 8. RIGHT OF ENTRY:** Unless otherwise agreed in writing, Client will furnish PBS with a legal right-of-entry to any real property PBS is required to access in order to perform its services (the "Property") and that Client will be responsible for securing appropriate conditions concerning the time, place, and manner of PBS' entry upon the Property to perform its services. PBS will take reasonable precautions to minimize damage to the Property in the performance of its services. Restoration of the Property to its approximate condition prior to performance of PBS' services is not provided unless it is expressly included in the SOW. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
- 9. BURIED UTILITIES:** PBS field personnel are trained in the public utility notification process and the risk of subsurface work encountering buried utilities. PBS personnel will avoid observable hazards or utilities at the Property and will take reasonable precautions to avoid damage to subsurface structures and utilities. PBS is not responsible for damage or loss due to undisclosed or unknown surface or subsurface conditions. Client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
- 10. RETENTION OF RECORDS AND SAMPLES:** Client may make and retain copies of documents provided to Client for reference with the understanding that such documents may not be relied upon unless signed by PBS or its consultants. PBS has a Records Retention policy (available upon request), and pursuant thereto, client acknowledges that PBS has the right to destroy copies of documents without seeking further approval from Client. Samples retained by PBS and not subject to the recipient laboratory retention policy will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
- 11. EMPLOYEE AND SERVICES SOLICITATION:** Client agrees not to solicit or tender any employment offer of/to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this Agreement within six (6) months of completion of their part of the work without PBS' prior written approval. Client agrees that any breach of this provision resulting in the Client hiring any PBS employee for employment or any PBS subcontractor for consulting services will cause damage to PBS and obligate the Client to reimburse PBS for recruitment and service fees incurred in connection with the breach upon demand by PBS.
- 12. OWNERSHIP OF INTELLECTUAL PROPERTY:** All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by PBS pursuant to this Agreement, including all copyright and other intellectual property therein (collectively, the "Instruments of Service"), are and shall at all times remain PBS' property. Any Client use of any Instruments of Service is permitted only if authorized by a written agreement executed by PBS and Client. Any unauthorized use or distribution of any Instruments of Service is a violation of this Agreement, will cause damage to PBS, and shall be at Client and recipient's sole risk. Accordingly, Client agrees to indemnify, defend, and hold PBS, its officers and employees, and its subconsultants and subcontractors harmless from and against any and all claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, proceedings in bankruptcy, or appeals, arising out of or in any way related to Client's unauthorized use, sale, or delivery to any third party of any Instrument of Service.
- 13. TIME FOR COMPLETION:** If, through no fault of PBS, the schedule to provide our services is changed, then the time for completion of PBS' services, and the rates and amounts of PBS' compensation shall be adjusted equitably via contract amendment. PBS shall not be responsible for delays in completing its services that cannot be reasonably foreseen at the time of entering into this agreement, or for delays caused by factors beyond PBS's control.
- 14. MISCELLANEOUS:** Neither party shall hold the other responsible for delay in performance caused by Acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Any waiver of any provision, term, or condition, in this Agreement must be in writing and any such waiver will not be construed as a waiver of any subsequent breach of the same provision, term, or condition.

PBS may rely upon the accuracy and completeness of all information furnished by Client and may use such information in performing or furnishing services under this Agreement.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. PBS has no control over the cost of labor and material, or over competitive bidding or market conditions.

If the SOW includes the investigation, remediation, or disposal of solid or hazardous wastes or substances, then the following terms shall apply: (a) PBS will assist Client with its legal obligation to make a hazardous waste determination and then act as an arranger with respect to solid and hazardous waste management only. Client acknowledges its full and sole responsibility to otherwise manage its solid and hazardous wastes and its ultimate liability for final disposal of all the solid and hazardous wastes it generates; (b) Should any release of hazardous substances or any other matter requiring notification to governmental authorities arise while PBS performs the services under this Agreement, Client acknowledges its responsibility to make such notification and agrees to do as required by applicable law; and, (c) Client agrees that PBS and its subconsultants and subcontractors are not responsible for any known or unknown pre-existing hazardous substance condition(s) PBS is being asked to investigate at the Property (collectively, "pre-existing conditions"). Accordingly, Client agrees to defend, indemnify, and hold PBS and its subconsultants and subcontractors harmless from liability for injury to person or property or loss arising from any pre-existing conditions, the unintentional exacerbation of any pre-existing conditions by PBS, and the exacerbation of pre-existing conditions by any third parties.

PBS does not provide legal opinions or advice. Client should consult with an attorney for advice on any legal issues related to this Agreement including efforts to minimize legal liability, the reportability of a condition to a public agency, potential cost recovery from responsible parties, and the possibility of protecting PBS' services under the attorney-client and attorney work product privileges.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in mediation, arbitration, trial, any proceeding in bankruptcy, and in any appeal or review. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. All disputes between Client and PBS shall be settled by arbitration in accordance with the rules of JAMS Mediators and Arbitrators.

AUTHORIZATION FOR ADDITIONAL SERVICES



TO: Mr. Mark Hurley, AIA
TCF Architecture, PLLC
902 North 2nd Street
Tacoma, WA 98403
EMAIL: mark@tcfarchitecture.com

DATE: October 1, 2021
PROJECT NO.: 2200150.50, Task 55
PROJECT NAME: Sumner Public Works Operations Facility
SUBJECT: Additional Survey for Parcels North of 29th Street East

SERVICES PROVIDED:

☐ Civil Engineering ☐ Structural Engineering ☐ Land Use Planning ☐ Landscape Architecture ☒ Land Surveying

DESCRIPTION OF WORK:

The following additional services have been requested:

Additional Survey for Parcels North of 29th Street East – Task 55

1. Perform field survey to recover survey control previously set for this project and locate any new survey control needed to define boundaries for parcels being added to survey.
2. Coordinate with private utility locate service to mark the positions of detectable underground utilities within and adjacent to the site. The fee for this service (\$975) is included in this proposal.
3. Perform topographic survey of Pierce County Tax Parcel Nos. 0420124025 and 0420124034. Survey will locate buildings, finish floor elevations, asphalt, concrete, curb, gutter, walks, fences, landscaping, trees, utilities, ditches, and all other improvements. Survey will extend to the near curb flow line to match into our previous survey limits. Sufficient ground shots will be obtained to produce ground contours at 1-foot intervals.
4. Add new information to existing topographic survey base map that accurately depicts boundaries for new parcels, easements affecting subject parcels (if a title report is provided), improvements, and ground contours at 1-foot intervals within the survey area. The survey base map will be provided to the project team in AutoCAD and PDF formats.

Reimbursable Expenses – Task 90

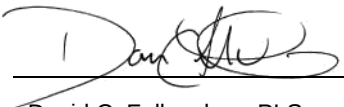
5. Reimbursable expenses such as mileage and reprographics. This task will be billed on a time and expense basis, with an estimate provided below.

BILLING SUMMARY:

<u>Items</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-4	Additional Survey for Parcels North of 29 th Street East	T-55	\$7,350
Item 5	Reimbursable Expenses (T&E estimate)	T-90	200
Total Additional Services			\$7,550

**AGREEMENT:**

Client agrees to the scope of additional services and additional costs/fee set forth above. Further, Client agrees that this Authorization for Additional Services is subject to the same terms and conditions as specified in the original Contract/Agreement dated 7/23/2020. AHBL's receipt of a signed copy of this Authorization for Additional Services shall constitute its notice to proceed with performance.

Client Purchase Order No: _____
Client Name: _____
Signature: _____ Date: _____
Printed Name/Title: _____
AHBL Project Mgr. Signature:  Date: 10/1/2021
AHBL Proj. Mgr. Printed Name: David C. Follansbee, PLS

☒ **TACOMA**

2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL

☐ **SEATTLE**

1200 6th Avenue, Suite 1620
Seattle, WA 98101-3117
206.267.2425 TEL

☐ **SPOKANE**

827 West First Avenue, Suite 220
Spokane, WA 99201-3904
509.252.5019 TEL

☐ **TRI-CITIES**

5804 Road 90, Suite H
Pasco, WA 99301-8551
509.380.5883 TEL

c: Accounting

DCF/lsk

Q:\2020\2200150\Proposals_Contracts\Finals\20211001 Auth (T55) 2200150.50.docx

SUBJECT: Ordinance No. 2806 - Adding the Lucy V. Ryan Park as a City Park

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2806 - Adding the Lucy V. Ryan Park

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

At the January 3, 2022 Council meeting, Ordinance No. 2806 was sent back to committee for review of new language related to prioritizing reservations for use of the Lucy V. Ryan Park.

Background: The Lucy V. Ryan Park, which also contains the "Ryan House", was dedicated to the City in 1926 with covenants and restrictions retaining it as a city park by the Ryan family. In accordance with the 1926 deed and its 1979 amendment, Lucy V. Ryan Park shall remain open and accessible for use by the public. The City works with public and private partners to establish short- and long-term leases using the facility and maximize its ability to remain open and accessible to the public for recreation and gathering, either through use agreements or as outlined by the Special Event Permit process. Ordinance No. 2806 would add Lucy V. Ryan Park to the list of city parks in the Sumner Municipal Code and establish specific rules for said park.

COUNCIL COMMITTEE/STUDY SESSION: Council CD Committee

MEETING/STUDY SESSION DATE: 12/22/2021

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Move to approve a Ordinance No. 2806, adding the Lucy V. Ryan Park to the City of Sumner Municipal code SMC 12.60.

**ORDINANCE NO. 2806
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, ADDING THE LUCY V. RYAN PARK AS A CITY PARK AND UPDATING NAMES OF OTHER PARKS AND FACILITIES AND AMENDING CHAPTERS 12.60 OF THE SUMNER MUNICIPAL CODE.

WHEREAS, the Lucy V. Ryan House was dedicated to the City in 1926 with covenants and restrictions retaining it as a city park by the Ryan family; and

WHEREAS, in accordance with the 1926 deed and its 1979 amendment, the Lucy V. Ryan Park shall remain open and accessible for use by the public; and

WHEREAS, the City works with public and private partners to establish short- and long-term leases using the facility and maximizing its ability to remain open and accessible to the public for recreation and gathering, either through use agreements or as outlined by the Special Event Permit process; and

WHEREAS, Chapter 12.60 “City Parks and Facilities” does not list the Lucy V. Ryan House as a park; and

WHEREAS, the City and longstanding community events shall have priority for reserving and using the Reuben A. Knoblauch Heritage Park and the Lucy V. Ryan Park over other potential users and private parties; and

WHEREAS, certain City facilities have updated names that are reflected in the ordinance; and

WHEREAS, the City Council considered the ordinance on January 3, 2022 and referred it back to the Community Development Committee for further review.

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

Section 1. That Sumner Municipal Code section 12.60.020 “Applicability” is hereby amended to read as follows:

“12.60.020 Applicability.

This chapter shall apply to all city owned parks, trails, and facilities which now or may in the future exist.

A. City parks shall include Loyalty Park, Seibenthaler Park, Reuben A. Knoblauch Heritage Park, ~~Library Park~~, Skateboard Park (SK8), Rainier View Park, ~~Confluence Park~~, Lucy V. Ryan Park and the Bill Heath Sports Complex.

B. City trails shall include the Sumner Link Trail and all adjoining recreational and amenity areas.

C. City facilities include Sumner Senior Center, City Hall, Sumner Regional Wwaste Wwater Treatment plant Facility, city shops Operations Facility, the Ryan House , library park and cemetery.”

Section 2. That Sumner Municipal Code section 12.60.070 “Heritage Park” is hereby amended to read as follows:

“12.60.070 Reuben A. Knoblauch Heritage Park.

The park and/or gazebo are available for both private and public use under the special event permit process as outlined in chapter 12.52 SMC.

Priority for use of the park and/or gazebo shall be to the city government, Sumner School District, Sumner community and not for profit organizations, other governmental entities doing business in Sumner, and lastly, private parties and longstanding annual community events.”

Section 3. New Section. That Sumner Municipal Code chapter 12.60 “City Parks, Trails, and Facilities” is hereby amended with a new section, 12.60.085 “Lucy V. Ryan Park” to read as follows:

“12.60.085 Lucy V. Ryan Park.

The grounds of the park and/or porch of the house are available for both private and public use under the special event permit process as outlined in chapter 12.52 SMC.

Priority for use of the park and/or porch of the house shall be to the city government and longstanding annual community events.”

Section 4. 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 5. 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 6. 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 2022.

Mayor Kathy Hayden

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

Date Adopted:

Date of Publication:

Effective Date:

SUBJECT: Ordinance No. 2800 – Authorizing Condemnation For New Public Works Operations Facility

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2800 - Authorizing Condemnation For New Public Works Operations Facility

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

~~Three years ago, the City acquired several parcels of property as the first step to relocating and constructing a new, state-of-the-art Public Works Operations Facility. The City is in the process of designing the new facility, which is anticipated to replace the currently outdated and undersized facility, and is being designed to accommodate growth in both the City and City staff. During the design, it was discovered that additional property is necessary to build an appropriate new facility that contains all of the necessary components to enable the City to provide vital city services into the future. Two additional parcels were identified, (14403 and 14415 29th St. E) and are located immediately across the street from the originally acquired parcels. While the City always endeavors to acquire property and negotiate purchase prices amicably and consistent with supporting appraisal data, the City does have constitutional authority to use eminent domain to acquire private property for public purposes upon the payment of just compensation. The ordinance before council tonight will authorize the City to initiate condemnation proceedings if the properties are not timely able to be acquired without filing such litigation. Nothing granted by this ordinance, or the City's eminent domain authority shall foreclose current and future negotiations with the property owners subject to this condemnation authorization.~~

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 1/10/2022

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Motion to approve Ordinance 2800 authorizing the City to initiate and pursue condemnation proceedings related to the acquisition of 14403 and 14415 29th St. E for use in the new Public Works Operations Facility.

ORDINANCE NO. 2800

AN ORDINANCE OF THE CITY OF SUMNER, WASHINGTON, RELATING TO THE CITY'S REPLACEMENT OF THE PUBLIC WORKS OPERATIONS FACILITY; PROVIDING FOR THE ACQUISITION OF REAL PROPERTY AND/OR PROPERTY RIGHTS CONCERNING TAX PARCEL NOS. 0420124025 AND 0420124034 FOR THE CONSTRUCTION AND EXPANSION OF A PUBLIC BUILDING, NAMELY A NEW PUBLIC WORKS OPERATIONS FACILITY AND ITS NECESSARY COMPONENTS; PROVIDING FOR THE CONDEMNATION, APPROPRIATION, TAKING AND DAMAGING OF LAND AND OTHER PROPERTY RIGHTS NECESSARY FOR THAT PURPOSE.

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

SECTION 1. RECITALS AND FINDINGS

1.1 The City of Sumner ("City") Public Works Department maintains public infrastructure and provides essential public services, including but not limited to water, sewer and storm utilities, waste water treatment, parks, streets, fleet and public facility maintenance, and other services for the protection, health and safety of the community.

1.2 Due to substantial recent and future growth in the City's population and the associated expansion of necessary public services provided, the City's Public Works Department has increased in both staffing size and vital equipment, rendering the current Public Works Operations Facility, which was constructed in approximately 1998, severely undersized and inadequate.

1.3 Due to the inadequacy of the current operations facility property, City field crews, supplies and equipment are split up and spread across numerous temporary locations, some without running water or restrooms, making security, storage and access to equipment, as well as continuity of operations and staff communication challenging.

1.4 In 2019, after determining the most appropriate location for a replacement Public Works Operations Facility that would be (1) in an accessible and appropriate location, (2) large

enough to provide adequate space for the City's Public Works staff and equipment, and (3) reasonably sized so as to sustain the City's anticipated growth in the coming decades, the City purchased four properties along the south side of 29th St. E (the "South Property").

1.5 During the design of the new replacement Public Works Operations Facility, it became apparent that the previously-purchased properties were not collectively large enough for the construction of a new Public Works Operations Facility with all of the necessary components to allow the City to continue providing vital public services for decades to come.

1.6 The City then identified two additional parcels directly across and north of the South Property (collectively the "North Property") that are of sufficient size and proximity and would, together with the South Property, accommodate the required components for the new Public Works Operations Facility.

1.7 City staff, together with the City's right of way acquisition consultants, are in the process of negotiating the voluntary purchase of the North Property.

1.8 The authority granted by this Ordinance, and the exercise of eminent domain authority, shall not foreclose current and future negotiations with the owners of the North Property subject to this condemnation.

1.9 The action taken hereunder is consistent with, and pursuant to, the City's authority granted by Chapter 8.12 of the Revised Code of Washington.

SECTION 2. CONDEMNATION

The City shall proceed to condemn the North Property, or any individual parcel therein, set forth and legally described on Exhibit A attached hereto and incorporated herein, for public purposes, subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

SECTION 3. PUBLIC CONVENIENCE, USE AND NECESSITY DECLARED

Public interest, public use and necessity demand that the North Property located in Pierce County, Washington, legally described in Exhibit A to this Ordinance be and the same is hereby condemned for the construction of a new City of Sumner Public Works Operations Facility.

SECTION 4. JUST COMPENSATION

All lands, rights, privileges and other property lying within the limits of the North Property described in Exhibit A hereto are hereby condemned, appropriated, taken and damaged for the purpose of constructing the City's new Public Works Operations Facility and other public use. Such lands, rights, privileges and other property are to be taken, damaged and appropriated only after just compensation has been made or paid into court for the owner(s) thereof in a manner provided by law.

SECTION 5. COST OF IMPROVEMENT

The entire cost of the improvement and acquisition provided for by this Ordinance shall be paid from the City utility funds, General Fund, and public bond issuance for construction of the new facility or from such other funds of the City of Sumner as may be available and authorized by law. Nothing in this Ordinance shall preclude the City's receipt of grants, gifts or bequests in support of its actions hereunder.

SECTION 6. PROSECUTION AUTHORIZED

Should negotiations to purchase the North Property or any parcel therein fail, the City's Special Counsel, if appointed, in cooperation with the Office of City Attorney, be and they are hereby authorized and directed to begin to prosecute the actions and proceedings in the manner provided by law to condemn, take, damage and appropriate the lands and other property necessary to carry out the provisions of this Ordinance. In conducting said condemnation proceedings, the City Council authorizes the City's legal counsel to enter into settlements, stipulations, or agreements in order to mitigate damages and/ or to minimize costs. The basis for such settlements, stipulations, or agreements may include, but are not limited to, the amount of just compensation to be paid; the size and dimensions of the property condemned; the acquisition

of temporary construction easements and other limited property interests; and costs and attorney fees. The City's legal counsel are authorized to initiate further actions, including actions to quiet title, in conjunction with the authorizations provided for herein.

SECTION 7. AUTHORITY

7.1 Nothing in this Ordinance limits the City in its identification and acquisition of property and property rights necessary for the public works operations facility improvements. The City reserves the right to acquire other or different properties for such purposes. Any acts consistent with the authority and prior to the effective date of this ordinance are ratified and confirmed.

7.2 The Mayor, in consultation with the City's legal counsel, is authorized to make minor amendments to the legal description of properties described in the attached Exhibit A, as may become necessary to correct scrivener's errors and/or to conform the legal description to the precise boundaries of the property required for the new Public Works Operation Facility components.

SECTION 8. EFFECTIVE DATE

This Ordinance shall be in full force and effect five days from and after its passage, approval, and publication in the manner required by law.

PASSED and APPROVED this _____ day of February 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, City Clerk

Andrea Marquez, City Attorney

I, Michelle Converse, City Clerk of the City of Sumner, Washington, certify that the attached copy of Ordinance No. 2800 is a true and correct copy of the original ordinance passed on the _____ day of February, 2022, as such ordinance appears on the Minute Book of the City.

DATED this _____ day of February, 2022.

Michelle Converse, City Clerk

EXHIBIT A
LEGAL DESCRIPTION NORTH PROPERTY

Property 1:

Property Address is: 14403 29th St. E., Sumner WA 98390

The following described real estate, situated in the County of Pierce, State of Washington:
Beginning at the Southwest corner of the Southeast quarter of Section 12, Township 20 North, Range 4 East of the W.M in Pierce County, Washington; thence North along the centerline of the County Road, 1050 feet; thence East along the North line of Deming Avenue 590 feet to the true place of beginning; thence North 270 feet; thence East 280 feet; thence South 270 feet to the North line of Deming Avenue; thence West 280 feet to the true point of beginning, all lines running parallel with Section lines. Except the East one acre thereof. Subject to: Right of Pacific Coast Power Co., its successors and assigns, to divert waters of the Struck River disclosed in Consent recorded December 22, 1909 in book 340 of Deeds at page 448 under Auditor's No. 306156, records of said County.

Assessor's Parcel No. 0420124025

Property 2:

Property Address is: 14415 29th St. E., Sumner WA 98390

East 1 acre of the following described property:

Beginning at the Southwest corner of the Southeast quarter of Section 12, Township 20 North, Range 4 East, W.M. in Pierce County, Washington;
THENCE North along the center line of the county road, 1050 feet;
THENCE East along the North line of Deming Avenue, 590 feet to the True Point of Beginning;
THENCE North 270 feet;
THENCE East 280 feet;
THENCE South 270 feet to the North line of Deming Avenue;
THENCE West 280 feet to the True Point of Beginning, all lines running parallel with section lines.

SITUATE in the County of Pierce, State of Washington

Assessor's Parcel No. 0420124034

SUBJECT: Resolution No. 1608 - Community Court Interlocal Agreement with Bonney Lake

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1608 - Community Court Interlocal Agreement with Bonney Lake

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The Bonney Lake Municipal Court and the Sumner Municipal Court were awarded a grant from the Washington State Administrative Office of the Courts (AOC) for a Community Based Therapeutic Court in the amount of \$395,293 as authorized by Senate Bill 5476. Bonney Lake is willing to continue providing municipal court services to Sumner under the terms and conditions set forth in the previous 2020 Court Services Agreement and to provide services to Sumner under the terms and conditions of the new Community Court and the AOC Grant Agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety Committee
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MEETING/STUDY SESSION DATE: 1/19/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Adopt Resolution No. 1608 authorizing the Mayor to enter into the Interlocal Agreement with Bonney Lake for Community Court services.

**RESOLUTION NO. 1608
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE BONNEY LAKE MUNICIPAL COURT FOR THE PROVISION OF COMMUNITY COURT SERVICES.

WHEREAS, the City of Sumner and the City of Bonney Lake seek to enter into an intergovernmental agreement enabling the City of Sumner to receive services for the newly established Community Court; and

WHEREAS, by interlocal agreement, the City of Bonney Lake provides municipal court services to Sumner; and

WHEREAS, the Bonney Lake Municipal Court and the Sumner Municipal Court were awarded a grant from the Washington State Administrative Office of the Courts for a Community Based Therapeutic Court in the amount of \$395,293 authorized by Senate Bill 5476; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Sumner to enter into said intergovernmental agreement and offer community court services, with the assistance of the City of Bonney Lake, to criminal defendants who qualify for such an alternative program; and

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

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the City of Bonney Lake, attached as Exhibit A, for the purpose of operating a community court, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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

Section 3. **Effective Date.** This resolution shall take effect and be in force immediately upon passage by the City Council.

ADOPTED AND APPROVED this 7th day of February, 2022.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

EXHIBIT A

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF BONNEY LAKE, WASHINGTON FOR THE PROVISION OF COMMUNITY COURT SERVICES FOR PURPOSES OF EXECUTION OF GRANT AGREEMENT – GRT22430 BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS AND BONNEY LAKE/SUMNER COMMUNITY COURT

WHEREAS, the City of Sumner (“Sumner”), and the City of Bonney Lake (“Bonney Lake”) are Washington State Municipal Corporations (collectively the “Parties”); and

WHEREAS, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

WHEREAS, in 2021, the Bonney Lake Municipal Court and the Sumner Municipal Court were jointly awarded a grant from the Washington State Administrative Office of the Courts (AOC) for a Community Based Therapeutic Court (the “Community Court”) in the amount of \$395,293 authorized by Senate Bill 5476; and

WHEREAS, Bonney Lake has historically, by separate agreement, provided Sumner with municipal court services, and hereby agrees to expand those services to include community court under the terms and conditions of this agreement; and

WHEREAS, the Bonney Lake Municipal Court is the entity required by AOC to administer and process the grant funding on behalf of both Bonney Lake and Sumner; and

WHEREAS, on that basis, Bonney Lake will execute Grant Agreement – GRT22430 (the “AOC Grant Agreement”) with AOC binding the Parties to the terms and conditions of that agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Sumner and Bonney Lake do hereby agree as follows:

1. General.

1.1 Purpose. The purpose of this Agreement is to supplement the Interlocal Agreement between the Parties for the provision of municipal court services and the AOC Grant Agreement, which are attached hereto as Exhibits A and B respectively and incorporated as if fully set forth, and further proscribe the terms and conditions upon which the Parties shall be obligated with regard to the implementation and execution of the Community Court and grant funds.

1.2 Administration. The Bonney Lake Court Administrator shall be the

“Contractor” and hold the duties of “Contractor” as outlined in the AOC Grant Agreement. The Bonney Lake Court Administrator shall be responsible for the administration of this Agreement and provide all required documentation of the Community Court to AOC.

1.3 AOC Contact. Either party shall have the ability to contact AOC in writing for purposes of obtaining publicity consent as required by Section 18 of the AOC Grant Agreement.

2. Obligations of the Parties.

2.1 Community Court Services. As set forth in this Agreement, Bonney Lake shall provide Community Court services to Sumner participants on the same basis as is provided to Bonney Lake Community Court participants.

2.2 Court Staff.

A. Sumner shall provide its judge, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner Community Court cases. Bonney Lake shall provide all other court staff and services, including but not limited to: a case manager to process Sumner participants; court clerks and a court administrator to process and administer all Sumner Community Court cases; and transportation and resource referrals to Sumner participants.

B. Bonney Lake will continue to provide Sumner with one dedicated court clerk whose primary duty is to process Sumner cases, which will provide a single point of contact for Sumner staff and help create efficiencies and consistency for both jurisdictions, but shall also provide for backup when necessary. Bonney Lake shall ensure that Bonney Lake and Sumner Community Court cases are processed in the same manner.

2.3 Monthly Performance and Remittance Reports. The Bonney Lake Court Administrator shall provide to Sumner copies of all deliverables, reporting, billing, and all written permission requests sent to AOC as required by the AOC Grant Agreement, within 24 hours of said remittance to AOC.

3. Compensation and Payment.

3.1 Cost Categories. Bonney Lake agrees to review quarterly if any compensation and payment categories outlined in the AOC Grant Agreement need to be adjusted.

3.2 Prosecution and Defense. If the prosecution or defense duties and accompanying costs under this Agreement are expanded or increased by either party, Bonney Lake agrees to make authorized adjustments to the compensation and payment categories outlined in the AOC Grant Agreement for those services, and the Parties agree to negotiate a reasonable increase in grant compensation to cover the costs for the change. If the Parties cannot agree

to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 8 (Dispute Resolution) of this Agreement.

3.3 Periodic Adjustments. Bonney Lake agrees to engage in no less than quarterly reviews of the functionality of the Community Court and will discuss any relevant topics or needs for adjustments in administration or costs. All stakeholders from both Parties shall be invited to these quarterly meetings.

4. Duration. The initial term of this agreement shall commence on February 14, 2022, and shall expire on June 30, 2023 unless terminated earlier pursuant to Section 8 of this Agreement. Should the Parties receive additional grant funding to support the Community Court beyond June, 2023, the Parties may renew this Agreement for additional terms upon mutually agreeable terms and conditions.

5. Termination. Either party shall have the right to terminate this Agreement with or without cause at any time during the term of this Agreement, including the initial term, by providing written notice of intention to terminate at least one (1) year prior to expiration of this Agreement or any renewal thereof. If the agreement is terminated by either party, Bonney Lake agrees to work cooperatively with Sumner to ensure the orderly transition of cases from Bonney Lake Community Court to the new venue. Additionally the Parties must abide by the termination terms and conditions in section 10 of the AOC Grant Agreement.

6. Recording. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Auditor's office upon full execution, or, in lieu of recording, published electronically on the website of either party.

7. Indemnity. Each party shall defend, indemnify and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each party's officers, officials, employees or volunteers. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees or agents. Each party shall defend, indemnify and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinances, rules or regulations, policies or procedures of each respective party. If any cause, claim, suit, action or administrative proceedings is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy or procedure of a party hereto, that party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or

termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

8. Dispute Resolution. It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the designated representatives of each city and if unsuccessful, then the Parties agree to submit the dispute to non-binding mediation/dispute resolution. All fees and expenses for mediation 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, including appeal fees and costs.

9. Employment. No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Sumner as a result of this Agreement. No employee or agent of Sumner shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the Parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other party.

10. Notice. Any notice as required by agreement shall be made to the contact person listed below:

City of Bonney Lake	City of Sumner	AOC Project Manager
Katheryn Seymour Bonney Lake Court Administrator 9002 Main St. E. Ste 100 Bonney Lake, WA 98391 seymourk@cobl.us 253-447-4303	Noel Clark Sumner Legal Services Coordinator 1104 Maple St. Sumner, WA 98390 noelc@sumnerwa.gov 252-299-5610	Stephanie Oyler P.O. Box 41170 Olympia, WA 98504 stephanie.oyler@courts.wa.gov 360-890-0901

11. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.

12. Non-Assignability. The rights, duties, and obligations of either party to this Agreement shall not be assignable. This provision does not apply to collection services.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

14. Entire Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement, the AOC Grant Agreement, and the

Interlocal Agreement between the Parties related to Municipal Court services. No amendments to this Agreement shall be binding upon the Parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the Parties, and such prior statements shall not alter this Agreement.

Dated this _____ day of _____, 2022.

BONNEY LAKE

Attest/Authenticated:

City of Bonney Lake

Sadie Schaneman
City Clerk

Michael McCullough, Mayor

Approved as to Form:

Kathleen Haggard, City Attorney

SUMNER

Attest/Authenticated:

City of Sumner

Michelle Converse, City Clerk

Kathy Hayden, Mayor

Approved as to Form:

Andrea Marquez, City Attorney

SUBJECT: Ordinance No. 2808 - Amending Sumner Municipal Code No. 10.36 - Parking

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2808 - Amending Sumner Municipal Code 10.36 - Parking

STAFF CONTACT: Brad Moericke, Police Chief

SUMMARY BACKGROUND:

Current municipal code does not prohibit vehicles from parking in front of street mailboxes during periods of mail delivery and parking of vehicles blocking required access to mailbox(s) dangerously places postal workers into automotive traffic and obstructs mail operations. There is also no current prohibition of parking vehicles in marked bicycle lanes. With the addition of new bicycle lanes, the city finds that the parking of vehicles in marked bicycle lanes would dangerously divert bicyclists into automotive traffic and discourage the use of bicycle lanes. In the interest of public safety, this ordinance would amend SMC 10.36 to prohibit parking within 10' of a clearly marked mailbox adjacent to any roadway and also prohibit parking in any marked bicycle lane.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety

MEETING/STUDY SESSION DATE: 1/19/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2808 - Sumner Municipal Code 10.36 - Parking

**ORDINANCE NO. 2808
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE RELATED TO PARKING IN FRONT OF MAILBOXES AND/OR IN MARKED BIKE LANES, WHICH AMENDS SECTION 10.36.112 AND 10.36.005 OF THE SUMNER MUNICIPAL CODE.

WHEREAS, the City wishes to protect the health, welfare and safety of postal workers and bicyclists using designated bicycle lanes and encourage their ease of use; and

WHEREAS, the City finds that the parking of vehicles blocking required access to mailbox(s) dangerously places postal workers into automotive traffic and obstructs mail operations; and

WHEREAS, the City finds that the parking of vehicles upon marked bicycle lanes dangerously diverts bicyclists into automotive traffic and discourages the use of bicycle lanes; and

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

Section 1. That Sumner Municipal Code section 10.36.112(A) “Unlawful acts designated – Exceptions”, is hereby amended to read as follows:

10.36.112 Unlawful acts designated – Exceptions.

Except when necessary to avoid conflict with other traffic, or in compliance with law or the direction of a police officer or official traffic control device, no person shall:

A. Stop, stand or park any automobile, truck or other vehicle:

1. On the roadway side of any automobile, truck or other vehicle stopped or parked at the edge or curb of a street,
2. On a sidewalk or street planting strip,
3. Within an intersection,
4. On or within 20 feet of a marked or unmarked crosswalk,
5. Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone,
6. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic,
7. Upon any bridge or other elevated structure upon a highway or within a highway tunnel,
8. On any railroad tracks,

9. In the area between roadways of a divided highway including crossovers,
10. At any place where official signs prohibit stopping, standing, or parking, or
11. Outside the designated or marked parking stall lines and in no event shall the vehicle or portion of vehicle occupy more than one parking stall.

12. Within ten feet of a clearly visible mailbox which is located directly adjacent to a curbside or on a public right-of-way, between the hours of eight a.m. and five p.m., except on Sundays and holidays.

13. Upon any marked bicycle lane.

B. Stand, stop or park any automobile, truck or other vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

1. In front of a public or private driveway or within five feet of the end of the curb opening leading thereto,
2. Within 15 feet of a fire hydrant,
3. On or within 20 feet of a marked or unmarked crosswalk,
4. Within 30 feet upon the approach to any flashing signal, stop sign, yield sign or traffic control signal located at the side of a roadway,
5. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when properly signposted,
6. Bus loading zones as identified by the Pierce Transit identifier signs,
7. At any place where official signs prohibit standing, stopping or parking,
8. Outside the designated or marked parking stall lines and in no event shall the vehicle or portion of vehicle occupy more than one parking stall, or
9. Within any space marked as a fire lane;

C. Park any automobile, truck or other vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading property or passengers:

1. Within 50 feet of the nearest rail of a railroad crossing, or
2. At any place where official signs prohibit parking;

D. No person shall move any automobile, truck or other vehicle not lawfully under his or her control into any prohibited area or away from a curb such a distance as is prohibited;

E. No person shall reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking of any automobile, truck or other vehicle to the exclusion of any other like person, nor shall any person be granted such right. (Ord. 2604 § 7, 2017: Ord. 2379 § 1 (part), 2011: Ord. 1448 § 12, 1989)

Section 2. That Sumner Municipal Code section 10.36.005 “Definitions” is hereby amended to read as follows:

10.36.112 Definitions

For purposes of this chapter, the following terms shall be defined as follows, unless a different meaning is expressly provided:

A – M [UNCHANGED]

N. "Mailbox" in addition to its common meaning, means any authorized depository or receptacle of mail for the United States postal service or authorized depository for a commercial carrier that provides services to the general public, including any address to which mail is or can be addressed, or a place where the United States postal service or equivalent commercial carrier delivers mail to its addressee.

O. “Bicycle lane” means any paths or parts of roadways set aside for the designated use of bicycles.

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

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

Section 5. Effective Date. This ordinance shall be in full force and effect 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 7th day of February 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez

Date Adopted:
Date of Publication:
Effective Date:

SUBJECT: Resolution No. 1612 - 2022 Refuse and Recycling Rates

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1612 - 2022 Refuse and Recycling Rates

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City's contract with Murrey's Disposal stipulates that rates will be adjusted annually based on two factors. The first factor is the change in landfill/disposal costs. In March 2022, Pierce County will be decreasing the landfill rate from \$168.51 per ton to \$166.45 per ton. The second factor allows Murrey's an annual inflation increase equal to 80% of the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the period of October to October of the previous year. Eighty percent of the CPI change for this period is 5.23%. In total, the average residential rate increase is 4.69% and the average commercial rate increase is 4.29%. A detailed list of the proposed 2022 rates is attached to the Resolution as exhibit A. The public was provided a forty-five (45) day notice of the proposed rate increase, which is scheduled to go into effect March 1, 2022.

Assistant District Manager Steven Hopkins from Murrey's Disposal will be available to answer additional questions.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 1/24/2022

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

A motion to approve Resolution No. 1612 - 2022 Refuse and Recycling Rates.

**RESOLUTION NO. 1612
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
ADOPTING THE 2022 MURREY'S DISPOSAL COMPANY RATE INCREASE.**

WHEREAS, the City of Sumner's contract with Murrey's Disposal Company stipulates that the rates will be adjusted each year for a change in landfill tipping fees; and

WHEREAS, the contract allows for Murrey's to adjust rates based on 80% of the Consumer Price Index for all Urban Consumers for the Seattle-Tacoma-Bellevue area for the period of October to October of the previous year; and

WHEREAS, the City of Sumner provided the public with a 45-day notice of the proposed rate increase.

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

Section 1. That the Sumner City Council adopts the 2022 Murrey's Disposal Company rate increase, attached hereto as Exhibit A and adopted by reference.

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

Section 3. Upon passage and approval of this Resolution, it shall take effect March 1, 2022.

ADOPTED AND APPROVED this 7th day of February 2022.

Mayor Kathy Hayden

ATTEST:

Michelle Converse, City Clerk

APPROVED AS TO FORM:

City Attorney Andrea Marquez

Resolution No. 1612 -- Exhibit A

City of Sumner					
Rates Effective 3/1/22					
Exhibit A					
Cart Service:			New Rate	Current Rate	Increase
10 Gallon Cart			19.08	18.18	0.90
20 Gallon Cart			26.05	24.84	1.21
32 Gallon Cart			32.47	30.98	1.49
65 Gallon Cart			45.19	43.20	1.99
95 Gallon Cart			59.41	56.85	2.56
50' maximum walk-in / drive in fee (per cart)			13.57	12.90	0.67
Occasional extra			6.14	5.58	0.56
Return trip charge			9.50	9.03	0.47
Additional recycling cart			7.82	7.43	0.39
Restart Fee			26.81	25.48	1.33
Container Service:					
1 yard once a week			126.96	121.36	5.60
1 yard twice a week			253.93	242.74	11.19
1.5 yard once a week			176.69	168.98	7.71
1.5 yard twice a week			353.07	337.67	15.40
1.5 yard three times a week			533.58	510.29	23.29
2 yard once a week			229.80	219.71	10.09
2 yard twice a week			459.51	439.36	20.15
2 yard three times a week			689.33	659.09	30.24
2 yard four times a week			930.26	889.39	40.87
4 yard once a week			434.17	415.19	18.98
4 yard twice a week			868.39	830.41	37.98
4 yard three times a week			1,302.53	1,245.58	56.95
4 yard four times a week			1,796.31	1,717.41	78.90
4 yard five times a week			2,243.80	2,145.25	98.55
6 yard once a week			614.06	587.08	26.98
6 yard twice a week			1,228.04	1,174.09	53.95
6 yard three times a week			1,842.11	1,761.19	80.92
6 yard four times a week			2,468.64	2,360.13	108.51
6 yard five times a week			3,083.51	2,947.99	135.52
4 yard compactor once a week			1,749.18	1,675.20	73.98
4 yard compactor twice a week			3,498.34	3,350.39	147.95
Connect/Reconnect once a week			72.75	69.13	3.62
1 yard extra pickup on regular route			33.93	32.41	1.52
1.5 yard extra pickup on regular route			45.68	43.66	2.02
2 yard extra pickup on regular route			58.75	56.14	2.61
4 yard extra pickup on regular route			106.56	101.86	4.70
6 yard extra pickup on regular route			151.38	144.67	6.71
4 yard compactor extra pickup on regular route			413.28	395.73	17.55
Connect/Reconnect Compactor			15.32	14.56	0.76
Loose or bulky material					
(Minimum charge on regular route)			48.26	46.02	2.24
(Minimum charge on special route)			86.16	81.88	4.28
Yard Waste			7.01	6.66	0.35
Re-delivery Fee			26.31	25.00	1.31
Return trip charge			19.06	18.11	0.95
Time Charge			110.46	104.97	5.49
Lock/Unlock			5.15	4.89	0.26
Return Check			26.31	25.00	1.31

SUBJECT: Ordinance No. 2813 - 2021/2022 Biennial Budget Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: \$125,000

Within Budget Allocation: as amended

ATTACHMENTS:

1. Ordinance No. 2813 - 2021/2022 Budget Amendment

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

On December 6, 2021, the City Council voted to table this item in the Biennial Budget Amendment to this date for consideration in order to get the full update and completed 2021 studies about the Ryan House Renovation.

This recommendation originated with the funding recommendations forwarded from Sumner's Lodging Tax Advisory Committee (LTAC) from their meeting on September 15, 2021, including \$125,000 for Ryan House. The intent of LTAC's recommendation was to keep the Ryan House renovation project moving forward in a timely manner to achieve results (increased tourism and room nights) from these investments as quickly as possible. At the time, we believed exterior renovations were the most efficient path forward, given the occupancy of the interior. Since then, staff have worked extensively with the Sumner Historical Society, including an agreement with a timeline to vacate the building in preparation for renovation. Thus, the best option forward now for this funding is to work on the interior, including clearing of any items remaining except those approved by the City for storage during renovation, demolition of false walls in the cabin area to better understand further renovation needs and adding accessibility and life-safety systems to the house.

Staff believe this use remains within the intent of Sumner LTAC's original recommendation to keep the Ryan House renovation project moving forward. Council may approve without further process with LTAC. However, per RCW, any changes to the amount of \$125,000 or desire to see this funding used elsewhere, not associated with the Ryan House Renovation, requires reconvening Sumner's LTAC.

COUNCIL COMMITTEE/STUDY SESSION: Lodging Tax Advisory Committee September 15, 2021

Finance & Personnel Committee November 3, 2021

City Council Study Session November 8, 2021

Public Hearing November 15, 2021

City Council Regular Meeting December 6, 2021 (postponed to February 7)

City Council Special Study Session January 31, 2022

MEETING/STUDY SESSION DATE: 1/31/2022

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2813 amending the 2021/2022 Biennial Budget

ORDINANCE NO. 2813
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, ORDINANCE 2791, APPROVED AUGUST 16, 2021, ORDINANCE 2797, APPROVED OCTOBER 18, 2021, ORDINANCE 2802, APPROVED DECEMBER 6, 2021, ORDINANCE 2803, APPROVED DECEMBER 6, 2021, AND ORDINANCE 2804, APPROVED JANUARY 18, 2022.

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, The Sumner City Council approved Ordinance No. 2797 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2802 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2803 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2804 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

WHEREAS, RCW 35A.34.130 requires that the adopted biennial budget be subject to a mid-biennial review and modifications as needed; 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 7th day of February, 2022.

Mayor Kathy Hayden

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>02/07/22</i>	<i>Adopted</i>	<i>Previous</i>	<i>02/07/22</i>	<i>Revised</i>
001 General	\$ 5,978,542	\$ 31,643,467	\$ 550,870	\$ -	\$ 31,919,065	941,885	\$ -	\$ 5,311,929
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	25,000	-	106,245	193,000	125,000	89,502
115 ARPA Funding	-	-	2,910,676	-	-	1,167,000	-	1,743,676
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	(310,000)	-	3,524,069	(310,000)	-	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	561,000	-	1,237,500	561,000	-	544,740
320 Street Capital Fund	826,206	6,709,520	2,430,700	-	7,679,245	1,131,700	-	1,155,481
325 Facilities Capital Fund	183,773	26,200,000	151,000	125,000	15,700,000	831,000	125,000	10,003,773
401 Water	13,477,844	11,104,747	25,000	-	15,719,366	716,990	-	8,171,234
402 Wastewater	20,996,349	15,706,582	91,050	-	18,404,296	1,010,746	-	17,378,938
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	1,729,536
408 Stormwater	14,788,274	14,201,134	-	-	18,573,507	369,622	-	10,046,279
410 Cemetery Operations	31,493	1,352,800	-	-	1,358,895	2,260	-	23,138
415 Cemetery Development	-	-	40,000	-	-	25,000	-	15,000
440 Animal Control	12,239	1,496,319	121,184	-	1,460,055	114,855	-	54,832
501 Unemployment Insurance	43,989	-	-	-	3,055	-	-	40,934
550 Fleet Management	6,261	1,251,664	-	-	1,251,660	690	-	5,575
551 Information Technology	273,009	2,385,042	155,930	-	2,385,040	146,896	-	282,045
555 Equipment Reserve	1,013,749	1,297,245	315,000	-	790,000	373,000	-	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	835,000	-	3,494,151
611 Firemen's Pension	11,832	160,000	-	-	160,000	-	-	11,832
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 7,067,410	\$ 125,000	\$ 124,473,699	\$ 8,628,298	\$ 250,000	\$ 71,519,285

February 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5
	4:00 PM Public Works Committee (Virtual)	5:30PM Finance Committee (Virtual)	CANCELLED 6:00PM Planning Commission (Virtual)		
7	8	9	10	11	12
6:00PM Regular Council Meeting (Virtual)		5:30 PM American Rescue Plan Comm. (Virtual)	4:30PM Forestry/Parks Commission (Virtual)		
14	15	16	17	18	19
6:00PM Study Session (Virtual)		6:30PM CANCELLED Design Commission (Virtual) 5:30PM Public Safety Committee (Virtual)			
21	22	23	24	25	26
RECOGNIZED HOLIDAY CITY HALL CLOSED	6:00PM Regular Council Meeting (Virtual)	5:00PM CD Committee (Virtual)	5:30PM Cultural Arts Commission (Virtual)		
28					
6:00PM Study Session (Virtual)					

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

Name: Michelle Converse, CMC

Title: City Clerk

City of Sumner
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Ph: (253) 299-5500 Fax: (253) 299-5509
Website: www.sumnerwa.gov