



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 :

US: +12532158782,,89237240670# or +13462487799,,89237240670#

Or Telephone:

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

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

Webinar ID: 892 3724 0670

CALL TO ORDER

Pledge of Allegiance

Invocation

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 checks and electronic payments in the amount of [\\$5,014,867.09](#).
2. Approval of the minutes from the regular council meeting of February 7, 2022 and 14 February 2022 study session.
3. Agreement with Pierce County for Federal Low Income Household Water Assistance Program Services
4. Resolution No. 1614 - Washington State Department Of Transportation Updated Right-of-Way Procedures
5. Purchase and Sale Agreement – Parking Area of 1312 Main St (NAPA) for Main and Wood Project
6. Bridge Street Bridge - Project Acceptance
7. Pandemic Policy Update

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**

Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on 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. 2807 - Amending Sumner Municipal Code 2.112 - Contract Approval Authority
- b. Ordinance No. 2811 - Amending Sumner Municipal Code 13.08 - Utility Billing
- c. Ordinance No. 2810 - Parking Code Amendments (136th Avenue Court East)
- d. Resolution No. 1613 - Parks Improvement Plan

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 checks and electronic payments in the amount of [\\$5,014,867.09](#).

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Voucher Signature Page

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Check and electronic payments.

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

STAFF RECOMMENDATIONS/MOTION:

Approve as proposed.



CLAIMS VOUCHER
APPROVAL
City of Sumner Finance
Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 27409	To: 27575	\$641,920.15 *
AP Electronic (EFTs) Payments:	From: 321	To: 339	\$537,260.06
AP Wire(s):	From: 15154	To: 15158	\$865.38
Payroll DD Numbers:	From: 50444-50569, 4095,	To: 50572-50777, 4111	\$931,393.19
Payroll Check(s):	From: 46631	To: 46632	\$9,433.64
Payroll Wire(s):	From: 4039, 4093- 4094, 4096- 4101	To: 4049, 4106-4110, 4112-4119	\$755,178.17
		TOTAL	\$2,876,050.59

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

DocuSigned by:

Kassandra Raymond

Chief Financial Officer

2/3/2022 | 12:00 PM PST

Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$2,876,050.59 this 24th day of January 2022.

DocuSigned by:

[Signature]

Chair

2/5/2022 | 10:57 AM PST

Date

DocuSigned by:

Barbara Bitetto

Member

2/6/2022 | 8:36 AM PST

Date

DocuSigned by:

Patricia Cole

Member

2/4/2022 | 8:22 AM PST

Date

* Includes \$819.67 in Use Tax and (\$0.00) in Check Voids.



**CLAIMS VOUCHER
APPROVAL**
City of Sumner Finance
Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 27576	To: 27686	\$925,578.45 *
AP Electronic (EFTs) Payments:	From: 340	To: 348	\$652,183.82
AP Wire(s):	From: 15159	To: 15160	\$643.80
Payroll DD Numbers:	From: 50701	To: 50821, 4124	\$327,195.14
Payroll Check(s):	From: -	To: -	\$0.00
Payroll Wire(s):	From: 4120, 4123, 4125	To: 4130	\$233,215.29
TOTAL			\$2,138,816.50

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

DocuSigned by:

Kassandra Raymond

9A5D5E5EBAEC4A5...

Chief Financial Officer

2/7/2022 | 4:15 PM PST

Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$2,138,816.50 this 7th day of February 2022.

DocuSigned by:

[Signature]

708BA263DE964E7...

Chair

2/10/2022 | 9:14 AM PST

Date

DocuSigned by:

Patricia Cole

1B38614FF4684BF...

Member

2/7/2022 | 4:37 PM PST

Date

DocuSigned by:

Barbara Bitetto

74E2E602EDD0456...

Member

2/7/2022 | 4:46 PM PST

Date

* Includes \$7.82 in Use Tax and (\$0.00) in Check Voids.

SUBJECT: Approval of the minutes from the regular council meeting of February 7, 2022 and 14 February 2022 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Regular Council Meeting Minutes - February 7, 2022
2. Study Session Minutes - February 14, 2022

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the previous two council meetings.

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

Approve as written.

CITY OF SUMNER
Council Meeting
Minutes – February 7, 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, Deputy City Attorney Maili Barber, Communications Director Carmen Palmer, Chief Financial Officer Kassandra Raymond, Public Works Director Mike Dahlem, Police Chief Brad Moericke, 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

COUNCILMEMBER NEUMAN MOVED TO AMEND THE AGENDA, DELETING ITEM 3A UNDER NEW BUSINESS, ORDINANCE NO. 2800 – AUTHORIZING CONDEMNATION FOR NEW PUBLIC WORKS OPERATION FACILITY. SECONDED BY HOCHSTATTER.

PASSED BY VOICE VOTE.

CONSENT AGENDA

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

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

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was no Public Hearing tonight.

UNFINISHED BUSINESS

Ordinance No. 2806 – Adding the Lucy V. Ryan Park as a City Park

MOVED BY COLE SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2806, ADDING THE LUCY V. RYAN PARK TO THE CITY OF SUMNER MUNICIPAL CODE SMC 12.60.

Community Director Ryan Windish addressed the Council.

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.

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.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

PUBLIC COMMENT

There was none tonight.

NEW BUSINESS

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

MOVED BY BITETTO SECONDED BY HOCHSTATTER TO ADOPT RESOLUTION NO. 1608 AUTHORIZING THE MAYOR TO ENTER INTO THE INTERLOCAL AGREEMENT WITH BONNEY LAKE FOR COMMUNITY COURT SERVICES.

City Attorney Andrea Marquez addressed the Council.

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.

Discussion ensued.

PASSED BY VOICE VOTE.

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

MOVED BY REED SECONDED BY STUARD TO APPROVE ORDINANCE NO. 2808 - SUMNER MUNICIPAL CODE 10.36 – PARKING

Police Chief Brad Moericke addressed the Council.

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.

Discussion ensued.

PASSED BY ROLL CALL VOTE

Resolution No. 1612 - 2022 Refuse and Recycling Rates

MOVED BY STUARD SECONDED BY HOCHSTATTER TO APPROVE RESOLUTION NO. 1612 - 2022 REFUSE AND RECYCLING RATES

Administrative Services Director Jeff Steffens spoke to the topic.

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.

PASSED BY VOICE VOTE.

Ordinance No. 2813 - 2021/2022 Biennial Budget Amendment

MOVED BY HOCHSTATTER SECONDED BY STUARD TO APPROVE ORDINANCE NO. 2813 AMENDING THE 2021/2022 BIENNIAL BUDGET.

Communications Director Carmen Palmer addressed the Council.

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.

Discussion ensued.

PASSED BY VOICE VOTE.

COUNCIL REPORTS

Councilmember Bitetto joined Mayor Hayden and participated in the Homeless Point-In-Time Count on January 28th. She reminded Council sometimes homelessness is caused by life getting the way, illness, job loss, etc. It was very informative. She encouraged councilmembers participation in the next count, the end of January 2023.

Councilmember Stuart had no comments tonight.

Councilmember Brown reminded citizens the cost of a 32-gallon garbage container will increase \$1.50 per month beginning in March.

Deputy Mayor Hochstatter nothing this evening.

Councilmember Cole attended the Rainier Cable Commission meeting on January 19, 2022. There were two main topics on the agenda, one being the Commission negotiating a lease agreement. She found it very interesting the value for in-kind services & surplus gear and studio accessibility. Councilmember Cole also attended the Public Safety Commission which included the topic of Police Body Worn Camera training on January 24th, 2022.

Councilmember Reed nothing tonight.

Councilmember Neuman had a book recommendation in honor of Black History Month, The Sum of Us - What Racism Costs Everyone and How We Can Prosper Together by Heather McGhee, also a podcast titled Code-Switch from NPR.

CITY ADMINISTRATOR

City Administrator Jason Wilson updated council with the following:

Upcoming Policy Issues:

- Next Week's Study Session:
 - Senior Housing Code Amendments
 - Multi Family Tax Exemption
 - 2022 Comp Plan Amendments
 - Utility Disconnection Update
 - Pandemic Policy Update
- Next Regular Council Meeting on February 22nd (Tuesday):

- Resolution adopting the Parks Improvement Plan
- Ordinance amending the Contract Approval Code
- Ordinance amending the Parking Code related to truck parking on 136th

Personnel Issues:

- At the end of January two long time shops employees retired. Superintendent Pat Clerget retired after 31.5 years of service as well as Field Supervisor Gary Lucas with 26.5 years of service. We wish them both well in their retirement.

Miscellaneous:

- The Police Department began using Body Worn Cameras. There was a nice article in the TNT regarding the training and use.
- Also in the Puyallup Herald was a nice article on the City's PSAR award for the White River Restoration Project.
- The Daffodil Parade is scheduled for April 9th. The City is beginning to work on the community float and is in need of volunteers. Anyone who is interested should contact Community Engagement Specialist Lana Hoover by email (lanah@sumnerwa.gov).

MAYOR REPORT

Mayor Hayden reiterated two items that were previously discussed tonight, the Homeless Point in Time Count and volunteering to work on the float for the Daffodil Parade.

EXECUTIVE SESSION

There was no Executive Session tonight.

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting atpm. Councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC City Clerk

SUMNER CITY COUNCIL
Minutes – Study Session
February 14, 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, Administrative Services Director Jeff Steffens, City Attorney Andrea Marquez, Public Works Director Mike Dahlem, Community Development Director Ryan Windish, Chief Financial Officer Kassandra Raymond, Deputy City Attorney Maili Barber, Associate City Engineer Joe Fessler, Senior Planner Ann Siegenthaler and Financial Services Manager Dori Franich

REGULAR BUSINESS

1. Affordable Senior Housing Code Revisions
2. Multifamily Tax Exemption for Affordable Housing
3. 2022 Comprehensive Plan Annual Amendment Cycle
4. Utility Billing Update
5. Pandemic Policy Update

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 8:15pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor Kathy Hayden

SUBJECT: Agreement with Pierce County for Federal Low Income Household Water Assistance Program Services

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. LIHWAP Vendor Agreement

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

For many low-income households across America, water affordability needs have been exacerbated by the Covid-19 pandemic, and while water is required to follow the federal guidance from the Centers for Disease Control and Prevention (CDC) advising frequent handwashing, the pandemic has made it significantly more difficult for individuals and families to pay their home drinking water and wastewater bills. The Federal Low Income Household Water Assistance Program (LIHWAP) provides residential customers with financial assistance with water and wastewater bills. LIHWAP-CAA and LIHWAP-ARP, federally funded Covid-19 relief related assistance programs, have been awarded to Pierce County Human Services as a Community Action Partner, and are managed under the Low-Income Water Assistance Program (LIWAP). The LIWAP program is available to individuals and families that qualify for the energy assistance program. These guidelines are for those living at 150% of the federal poverty limit or less. Clients can qualify with 1 month of earnings. The LIHWAP program will pay the amount due on a customer's account up to \$2,500.00. Payments are made directly to the utility provider. To facilitate payments directly to Sumner, the City is required to enter into a vendor agreement with Pierce County.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 2/2/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to authorize the Mayor to enter into an agreement with Pierce County for LIHWAP Services

**PIERCE COUNTY HUMAN SERVICES
LOW INCOME HOME WATER ASSISTANCE PROGRAM
(LIHWAP) VENDOR AGREEMENT**

This Agreement, effective as of October 1, 2021, is entered into by and between PIERCE COUNTY HUMAN SERVICES (hereinafter, referred to as the "County" or "Agency") and **City of Sumner**, a supplier of home water and/or waste water, (hereinafter, referred to as the "Water Vendor" or "Vendor") of the Low-Income Home Water Assistance Program (LIHWAP).

1. PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of, and rates charged to, such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

2. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- a. "County" shall mean the Pierce County through its Department of Human Services;
- b. "Supplier of home water" shall mean the Water Vendor receiving LIHWAP payments from the County for eligible households; and
- c. "Eligible household" or "eligible customer" shall mean a customer who qualifies for water assistance as determined by the County under LIHWAP.

3. TERM OF THE AGREEMENT

This Agreement is effective October 1, 2021 and shall end on September 30, 2022.

4. COMPENSATION

The maximum consideration of this Agreement shall not exceed the maximum LIHWAP direct service funds allowed, per the Contract between the Washington State Department of Commerce and Pierce County Human Services. (See Section 5 below.)

5. PERIOD OF PAYMENT

The County will make payments to the Vendor on behalf of customers who have been determined eligible by the County for the term of the Agreement (LIHWAP payments). All payments are contingent upon appropriation and allocation of funds in accordance with federal, state, and local law.

6. COUNTY RESPONSIBILITIES

The County shall:

- a. Accept and review client applications and determine eligibility of households for payments.
- b. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
- c. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
- d. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
- e. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
- f. Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
- g. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

7. CLIENT ELIGIBILITY REQUIREMENTS AND BENEFIT LIMITS

- a. Households must be at or below 150% of the Federal Poverty Level.

- b. Households must have water service disconnected and/or be facing legal action for nonpayment.
- c. The benefit level will depend on what is needed to reconnect service or bring the account to a zero-dollar balance, not to exceed \$2,500 per household. As illustrative, but not exclusive, examples:
 - i. If a household owes \$700, the County will pay \$700.
 - ii. If another household owes \$2,800, the County will pay \$2,500, and the utility provider and the household will enter into a payment arrangement for the \$300 balance.

8. WATER VENDOR RESPONSIBILITIES

The Water Vendor shall:

- a. Notify the County if the Vendor receives more than one water assistance payment for a customer between October 1, 2021, and September 30, 2022;
- b. Immediately apply the benefit to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30-days;
- c. Notify the customer of the amount of benefit payment applied to the customer's billing.
- d. Keep customer records confidential.
- e. Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.
- f. Not treat adversely, or discriminate against, any household that receives assistance payments; either in the cost of the goods supplied or the services provided.
- g. Upon request of the agency, provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.

- h. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratoria, if governed by that ruling.
- i. Make records available for review by authorized staff of the agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

9. DATA COLLECTION

The Water Vendor shall keep records showing the following:

- a. Name and address of households who received LIHWAP payments;
- b. Amount of assistance accrued to each household;
- c. Source of payment; and
- d. Amount of the household's credit balance when the LIHWAP payment establishes a line of credit. This credit balance also needs to show on all customer billing documents.

10.INSURANCE REQUIREMENTS

The Vendor shall, at the Vendor's own expense, maintain, with an insurance carrier licensed or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and commercial general liability insurance:

Commercial General Liability

Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00, with no greater than a \$1,000.00 deductible.

Employee Dishonesty Coverage

The Vendor shall obtain, at Vendor's expense, and maintain through the life of this Agreement, Employee Dishonesty coverage in the minimum amount of \$100,000. The insurance shall be conditioned upon the Vendor faithfully accounting for all funds received by the Vendor under this Agreement, including subsequent amendments, and further assuring that such funds are used solely for the purposes of this Agreement. The County shall request in

writing any increases in the amount of insurance coverage and the Vendor shall comply within fifteen (15) calendar days of receipt of the written notice.

Pierce County shall be named as an additional insured on all required policies, and such insurance carried by the Vendor shall be primary over any insurance carried by Pierce County. The Vendor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of, or material change in the coverage required, thirty (30) days written notice will be furnished by the County prior to the date of cancellation, change or nonrenewal, and such notice is to be sent to Pierce County Human Services, 3602 Pacific Avenue, Suite 200, Tacoma, WA 98418.

11. INDEMNIFICATION, BIND AND CONVEY

- a. The Vendor and its officers, agents, employees, subcontractors and/or consultants agree to defend, Indemnify, and save harmless Pierce County and Washington State Department of Commerce (DOC) and their appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the County and DOC, and their elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County and DOC, or their appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or DOC, or their appointed or elected officials or employees. The Vendor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the County or DOC, or their agents, agencies, employees, and officers, except as provided below.

- b. The following paragraph applies to all work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, or to a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract:
 - i. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph is caused by or results from the concurrent negligence of the County or DOC the County's or DOC's agents or employees, and the Vendor or its officers, agents, or employees, the indemnity provisions provided for in this Agreement shall be valid and enforceable only to the extent of the Vendor's negligence.
- c. The Vendor agrees that the obligation "to indemnify, defend, and hold the County and DOC harmless as provided above extends to any claim brought on behalf of any employee of the Vendor and its subcontractors or consultants." The Vendor specifically and expressly waives any immunity under Insurance Title 51, RCW, and acknowledges that this waiver was mutually negotiated and agreed to by the parties herein.
- d. The Vendor agrees to be bound by the General Terms and Conditions of the Washington State Department of Commerce Low-Income Home Water Assistance Program (LIHWAP) contract, which is available upon request.

12. INDEPENDENT CONTRACTORS

In the performance of this Agreement the Water Vendor, its agents and employees, is acting as an independent contractor and not as an agent or employee of the County, Department of Commerce, the State of Washington, or the United States Government.

13. DEBARMENT

The Water Vendor shall assure that its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The Water Vendor certifies that the Water Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by the County, the Water Vendor shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

14. TERMINATION

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

15. ASSIGNMENT OF AGREEMENT

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

16. REGULATIONS AND REQUIREMENTS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in this Agreement.

17. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

18. DISPUTES

Differences between the Vendor and the County, arising under and by virtue of the Agreement shall be brought to the attention of the County Director at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.

19. ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the days indicated below:

AGENCY:

Signature of Corporate Officer Date

Kathy Hayden

Mayor

Print Signer's Name and Title

City of Sumner

Agency Name

1104 Maple St

Sumner, WA 98390

Mailing Address

Contact Name: Kassandra Raymond

Contact Phone Number: 2532995501

DUNS No.: 070058144

UBI No.: 277000014

PIERCE COUNTY:

Reviewed By:

Deputy Prosecuting Attorney (*As to form Only*) Date

Finance Date

Approved By:

Heather Moss Date

Director, Human Services

County Executive (*\$250,000 or more*) Date

SUBJECT: Resolution No. 1614 - Washington State Department Of Transportation
Updated Right-of-Way Procedures

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1614 - Updated WSDOT ROW Procedures

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer, Michael Kosa, City Engineer

SUMMARY BACKGROUND:

The City maintains official Right-of-Way Procedures for the acquisition of real property, as needed. This is also a required document when utilizing federal funds to acquire real property.

Periodically, these procedures need to be updated due to staff changes and any revisions to the documents. This update makes changes to match current and former staff, only minor substantive revisions to the procedures were required.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/1/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.1614 - Updating Right-of-Way Procedures for the Acquisition of Real Property in Accordance with State and Federal Regulations

**RESOLUTION NO. 1614
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
UPDATING RIGHT-OF-WAY PROCEDURES FOR THE ACQUISITION OF REAL
PROPERTY IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS**

WHEREAS, the City receives Federal and State funding for the acquisition of property relative to various public works projects; and

WHEREAS, pursuant to prior Resolutions the City formally adopted procedures consistent with the Washington State Department of Transportation (WSDOT) and the Federal Highway Administration (FHWA) rules and regulation relative to the use and expenditure of funding and property acquisition; and

WHEREAS, the City of Sumner desires to reaffirm and update the existing policies and procedures.

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

Section 1. The Mayor is hereby authorized and directed to execute the attached Right-of-Way procedures attached hereto as 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 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 its passage.

APPROVED AND ADOPTED this 22nd day of February, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez

Right of Way Procedures

The City of Sumner (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

Below is a list of Agency staff, by names and position titles, that are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provides a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:

- i. **PROGRAM ADMINISTRATION:**

Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are carried out in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Ensures Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Oversight and approval of Administrative Offer Summaries (AOS) per policy;
- Oversight and approval of Administrative Settlements per policy;
- Ensure Agency has a relocation appeal process in place prior to starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see LAG Appendix 25.174, 25.175, & 25.176).

Mike Dahlem – Public Works Director, Doug Beagle – Development Services Director, Andrea Marquez – City Attorney, Michael Kosa – City Engineer, Andrew Leach – Associate City Engineer, Alisa O'Haver-Ayala – Associate City Engineer

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use Appraiser from WSDOT's Approved Consultant List if Agency does not have qualified staff;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare AOS;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the Agency to make sure they are adequate, reliable, have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Consultant List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

iv. ACQUISITION:

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare AOS justification and obtain approval;
- Prepare Administrative Settlement and obtain approval;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at

<http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

v. RELOCATION:

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for Agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

Mike Dahlem – Public Works Director, Doug Beagle – Development Services Director, Michael Kosa - City Engineer

- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their ROW Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the Agency proposes to have staff approved to negotiate who have limited experience in negotiation for FHWA funded projects, the LAC must be given an opportunity to review all offers and supporting data prior to offers being made to the property owners.
 - c. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlement needs to be included with these procedures (see Exhibit A).
 - d. An Agency wishing to take advantage of the AOS process, properties valued up to \$25,000 or less, need to complete Exhibit B of these procedures.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, ROW, construction stages, and for a three-year period following acceptance of the projects by WSDOT.
 3. Approval of the Agency's procedures by WSDOT Local Programs may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Kathy Hayden, Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

EXHIBIT A

Agency's Administrative Settlement Policy

SECTION I. ADMINISTRATIVE SETTLEMENT POLICY. The CITY shall make every reasonable effort to expeditiously acquire real propoerty by negotiation. Negotiation implies an honest effort by the CITY to resolve differences with property owners. Offers can be flexible and negotiations should recognize the inexact nature of the process by which just compensation is determine. The CITY shall endeavor to expedite the acquisition of real propoerty by agreements with owners and to avoid litigation and relieve congestion in the courts.

- A. In conjunction with and after review by the City Attorney, the CITY shall carefully consider and maximize the use of administrative settlements in appropriate situations. An administrative settlement or stipulated settlement is a negotiated settlement of a right-of-way acquisition case in which the CITY has administratively approved payment in excess of fair market value as shown on the CITY's approved determination of value (review appraiser's certificate) that takes into account other relevant and appropriate factors that would increase settlement costs such as litigation costs and other factors described in Section 2 below. The CITY shall carefully consider and maximize the use of administrative settlements in appropriate situations.
- B. In conjunction with and after review by the City Attorney, administrative settlements may be approved when it is determined that such action is in the public interest. In arriving at a determination to approve an administrative settlement, the following non-exclusive factors may be considered:
 - 1. All available appraisals, including the owner's comparable sales not included in an appraisal, and the probably range of testimony in the condemnation trial.
 - 2. Ability of the City to acquire the property, or possession, through the condemnation process to meet the construction schedule.
 - 3. Impact of construction delay pending acquisition.
 - 4. The negotiator's recorded information, including parcel details and the owner's rationale for increased compensation.
 - 5. Recent court awards in cases involving similar acquisition and appraisal problems.
 - 6. Likelihood of obtaining an impartial jury in local jurisdiction, and the opinion of legal counsel where appropriate.
 - 7. Estimate of trial cost weighed against other factors.

SECTION II. AUTHORITY

- A. The Public Works Director shall have authority to waive appraisals on properties valued at \$25,000 or less. In conjunction with and after review by the City Attorney, the Public Works Director shall have the

authority to sign CITY concurrence with the waiver evaluation as Just Compensation and authorize the commencement of negotiations.

- B. In conjunction with and after review by the City Attorney, the Public Works Director shall have authority to sign CITY concurrence with the Appraisal Review (Determination of Value) as Just Compensation and authorize the commencement of negotiations.
- C. In conjunction with and after review by the City Attorney, the Public Works Director has the authority to approve all Administrative settlements. The Voucher for payment will be approved by the City Council. In conjunction with and after review by the City Attorney, the Public Works Director may have the acquisition documents (deeds and/or easements) approved by Council prior to payment or may have the acquisition documents ratified and confirmed by the City Council after Council's approval of the payment vouchers.

SECTION III. RELOCATION COMPENSATION APPEAL PROCEDURES

Owners and tenants who are eligible for expenses related to relocation may appeal the determine compensation amount. The City shall promptly review appeals with the procedure set forth below:

- (A) Actions which may be appealed. Any aggrieved person may file a written appeal to the City's Public Works Director in any case in which the person believes that the City has failed to properly consider the person's application for relocation assistance as required by Federal Highway Administration related project. Such assistance may include, but is not limited to, the person's eligibility for, or the amount of, a payment required under 49 CFR §24.106 or 49 CFR §24.107, or a relocation payment as required by law. The City shall consider a written appeal regardless of form.
- (B) Time limit for initiating appeal. An aggrieved person shall file an appeal with the Public Works Director no later than 60 calendar days after the person receives written notification of the City's determination on the person's claim.
- (C) Right to representation. A person has a right to be represented by legal counsel or other representative in connection with his or her appeal, but solely at the person's own expense.
- (D) Review of files by person making appeal. The City shall permit a person to inspect and copy all materials pertinent to his or her appeal, except materials which are classified as confidential by the City. The City may, however, impose reasonable conditions on the person's right to inspect, consistent with applicable laws.
- (E) Scope of review of appeal. In deciding an appeal, the City shall consider all pertinent justification and other material submitted by the person, and all other available information that is needed to ensure fair and full review of the appeal.

- (F) Determination and notification after appeal. Promptly after receipt of all information submitted by a person in support of an appeal, the City shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. If the full relief requested is not granted, the City shall advise the person of his or her right to seek judicial review of the City decision.
- (G) City official to review appeal. The City's duly appointed Hearing Examiner shall hear the appeal no later than thirty (30) calendar days from the date the appeal was filed.

Kathy Hayden, Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

EXHIBIT B
Waiver of Appraisal
Agency's Administrative Offer Summary (AOS)

The City of Sumner, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the ROW Funding Estimate is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the AOS as no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An AOS is prepared using comparable sales found at the time of preparation.
- B. The AOS is submitted to the Public Works Director for approval. Upon signature a first offer to the property owner(s) is authorized.

Kathy Hayden, Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

Mike Dahlem

(253)299-5702

1104 Maple Street; Sumner, WA 98390

miked@sumnerwa.gov

Professional Experience

City of Sumner, Sumner, WA
April, 2016 to Present
Public Works Director

Responsibilities:

Manage the Public Works Department with a staff of 34 and a budget of \$25 million to serve approximately 9,500 in the City of Sumner. This includes operation, maintenance and construction of streets, a water utility, a sewer utility, a storm utility and public places.

City of Sumner, Sumner, WA
May, 2000 to April 2016
City Engineer

Responsibilities:

Plans, directs, coordinates, and oversees the functions of the Engineering Department, including any engineering responsibility for the City's parks, traffic, transit, transportation, streets, water and sewer functions, subdivisions, civil works construction, building construction, and landscaping. Have been involved in over \$60 million in federal and state funded construction projects.

- Develops annual budget for the Department, monitors and controls budget expenditures;
- Supervises and participates in the analysis of comprehensive engineering studies concerning short and long range needs of the City and other facilities;
- Directs the preparation and review of Public Works plans, specifications and contracts for various construction projects;
- Responsible for the administration of construction projects;
- Reviews and recommends to the Public Works Director the approval of plans and specifications for public and private development of public facilities;
- Coordinates and oversees engineering support and projects performed by other City departments;
- Assists the Public Works Director in coordinating the activities of other divisions of the Department when these functions require technical assistance;
- Attends public meetings to receive and provide information;
- Provides staff support, including drafting recommendations and making presentations to applicable boards or commissions;
- Attend seminars and meetings and maintain current knowledge of Professional Engineering requirements and related City ordinances.

Boeing Aerospace Company, Kent, WA
1984 - 2000

Facilities Engineer

Responsibilities:

- Responsible for technical consultation, engineering analysis, conceptual design, final design (drawings and specifications), cost estimates, and project management for civil/structural phases of buildings, equipment installations, utility systems and grounds.

Boeing Aerospace Company, Seattle, WA
1977 -1984

Facilities Planner

Responsibilities:

- Responsible for preparation of plans that identifies the arrangement of space and equipment on land and floor areas. Tasks included identifying long range requirements, funding, design review, material requisitions, schedules and coordinating construction.

Education

Seattle University, Seattle, WA
Bachelor of Science in Civil Engineering
1987

Training/Memberships:

Right of Way Acquisition 101 11/16/11
What You Need to Know About ROW Acquisition Projects 5/16/13
Awarding Agency Basic Workshop 8/20/13
L&I Awarding Agency Prevailing Wages 8/22/13
WSDOT ROW Workshop 4/2/14
WSDOT-Sufficient Property Rights Training Webinar 3/25/15
Hiring the Right Contractor 1/27/16
WFOA-Federal Grants Requirements and Management 3/16/16
Member of American Public Works Association Washington Chapter

DOUGLAS R. BEAGLE

1104 Maple St
Sumner, WA 98390
(253) 299-5700
dough@sumnerwa.gov

SKILLS & QUALIFICATIONS

Leadership

Visionary and strategic thinker; ability to see the "big picture" to forecast and analyze business trends.
Strong ability to collaborate with peers, staff and others to execute program objectives, as well as lead, direct, coach and mentor staff to ensure successful results.
Dependable; positive attitude and high level of motivation; flexible to change; committed to achievement.
Skills to prioritize problems, develop solutions and resolve issues and concerns in a professional manner while meeting organizational goals and objectives.
Excellent organizational, time management and leadership skills; superior presentation skills.
Strong leadership skills for daily operations, program and policy development and implementation.
Able to establish and implement business strategies and process improvements for successful results.
Apply excellent business and management principles to ensure customer and employee satisfaction.
Qualified to make accurate decisions and carry out requests with professional demeanor.
Familiar with budget implementation, purchasing, pricing, inventory and ordering.
Demonstrate fair and effective techniques for dealing with disciplinary issues.
Display efficient time management, organizational and multi-tasking skills.
Demonstrate honorable work ethics and committed to excellence.

Administration

Comprehensive knowledge of the principles and practice of municipal government.
Knowledge of public administration and professional management practices.
Thorough knowledge of municipal organization and functions of related federal, state and local laws, rules, regulations and special programs.
Knowledge of personnel and civil service regulations, policies and procedures.
Considerable knowledge of short term and long range planning processes.
Ability to organize, plan, prepare, monitor and prioritize administrative assignments, including grants; direct the work of subordinates.
Skills to communicate effectively with elected officials, co-workers and the general public, verbally and in writing.
Ability to gain and maintain effective and professional working relationships internally with all levels of people and in all levels of government operations.
Coordinate and plan funding program activities, including planning and scheduling of activities to guide program efficiency and effectiveness.

Communication

- Create and maintain good rapport for happy and satisfied customers.
- Establish and maintain effective communications with clients, management and peers.
- Utilize creative approaches to resolve customer concerns.
- Work in collaboration to create synergism and cohesive interaction by communicating effectively with management, staff and customers.
- Develop successful business strategies by serving as a liaison to provide information, recommendations and professional advice for developing and improving business.

SUBJECT TO REQUIREMENTS LISTED IN
RIGHT OF WAY PROCEDURES APPROVAL LETTER

EMPLOYMENT HISTORY

12/15 to Present **Deputy Public Works Director**, City of Sumner, WA

Plans, directs, coordinate and oversee the functions of the Engineering Department, including engineering responsibility for the City's parks. Traffic, transit, transportation, streets, water and sewer functions, subdivisions, civil works construction, building construction and landscaping.

Manages and provide direction over the Public Works Department major divisions and or functional area, in the development and implementation of department and division goals and objectives.

Provide policy and technical guidance to staff, departments, commissions, elected officials, and the public to ensure compliance with statutory requirement and regulations.

Supervise and coordinate activities of employees in the department: directs the selection, supervision and evaluation of assigned staff.

Develops department policies by identifying regional and local policy needs and recommends policy options for City management and the Council.

Prepare department budget to enable department and division to achieve its objectives, including special activities assigned by City Council.

Evaluate and determine consultant requirements: negotiates and administers contracts: oversee consultant performance and authorize payments.

Represents the interest of the City on boards and committees for issue affecting the operations and activities of the department

12/10-12/15 **Town Administrator**, Town of Eatonville, WA

Assist the Mayor in conducting business for the Town of Eatonville with an annual budget of \$8+M.

Supervise and manage 25 paid and 25 volunteer positions; work with unions on contract negotiations.

Manage the financial well-being of the Town operations; perform cost control activities; monitor budget compliance; assist with the preparation of the annual budget for Mayor and council approval; perform internal audit of Town accounts and funds.

Oversee and manage risk assessment and insurance records for capitol equipment, assets and works in cooperation with the Town's insurance agent.

Oversee and manage all aspects of daily operations for the Planning, Human Resources, Parks and Recreation, Public Works, Fire, Police, Clerks Office, Town Court and Electricity, Sewer and Water departments.

Report Town status and results to council and planning commission meetings.

Assure the development of short and long term plans meet the Town goals and objectives; present recommendations to council members.

Develop and facilitate the economic development programs; oversee revitalizations of the downtown core; coordinate efforts to insure compliance with state and federal guidelines.

Research and write grants and other requests for funds used to operate the Public Works, Police, Fire, Emergency Management and the Emergency Medical Services Departments.

Oversee procurement of Town property.

Work with local, state, federal and tribal leaders to advocate goals and objectives.

Communicate effectively with the Mayor, council members, all interested parties and the public to insure Town infrastructure is in compliance with all regulations and laws.

Handle all active and potential lawsuits from employees in accordance with regulations, policies and procedures.

Electrical Manager for the Town owned electrical facilities to include management of contracts with Bonneville Power Administration.

SUBJECT TO REQUIREMENTS LISTED IN
RIGHT OF WAY PROCEDURES APPROVAL LETTER

EMPLOYMENT HISTORY continued

- 2/07-12/10 **Project/ Construction Manager:** WHPacific Inc., Olympia, WA
 Administered design and construction of building and roadway projects.
 Prepared Plan Specifications and Estimates (PSE) for governing agencies in accordance with standard specifications and municipal requirements.
 Managed procurement of all aspects of projects as dictated by agency guidelines.
 Led and worked as a team on marketing efforts directed at local and federal projects from conception through final acceptance.
 Developed marketing publications in collaboration with other team members.
Accomplishments
 Managed building and roadway projects from preliminary design to final acceptance for Quileute Tribe, Skokomish Tribe, Pierce County, Town of Eatonville, City of Olympia and City of Centralia.
 Worked with Tribal liaisons and the Bureau of Indian Affairs regarding funding compliance.
- 5/05-2/07 **Senior Construction Manager,** SBI Developing, Puyallup, WA
 Managed infrastructure development for subdivision.
 Supervised engineering companies and contractors from initial bid through final acceptance.
 Worked with local agency representatives for compliance.
Accomplishments
 Completed subdivisions in Pierce, King and Thurston counties.
- 2/98-4/05 **Skills - Connolly Inc., Olympia, WA**
Construction Project Manager
 Managed all aspects of construction projects from pre-construction to final acceptance, including estimates, bids and budgets; monitored spending and cost accounting for all equipment, supplies and salaries.
 Prepared plan specification and estimates in accordance with standard specifications and requirements as a team member.
 Coordinated and communicated process and development of projects with land owner, engineers and field inspectors; analyzed for compliance with building standards.
 Participated in all aspects of change orders, consultation with owners; inspection and review, and site overview to meet contract specifications and to ensure code compliance.
 Conducted final walk-through; followed up for successful results.
Accomplishments
 Completed additions to school facilities in Olympia and University Place school districts.
- Design Technician**
 Worked with other designers to design roadway projects.
Accomplishments
 Completed projects for Thurston County, Pierce County, City of Sumner, City of Yelm, Island County and City of Missoula, Montana.
- '81-'85 United States Army- Honorable Discharge

TRAINING

Budget Seminars, Association of Washington Cities Training, 2011, 2012

SUBJECT TO REQUIREMENTS LISTED IN
 RIGHT OF WAY PROCEDURES APPROVAL LETTER

Andrea J. Marquez

1104 Maple Street, Sumner WA 98390
Andream@sumnerwa.gov
(253) 260-2427

PROFESSIONAL MEMBERSHIPS

- Certified Professional Mediator
- Active member of the Washington State Association of Municipal Attorneys
- Past President-Elect, Young Lawyer's Association
- Washington State Bar Association, 2012-present
- Active member of the Pierce County Bar Association
- Pierce County Young Professional's Network, 2013-present

PROFESSIONAL EXPERIENCE

City Attorney, City of Sumner: May 2017-present

Deputy City Attorney: July 2016-May 2017

Practice Areas: Land Use, Real Estate Acquisitions/Dispositions, Condemnation, Human Resources, Criminal Prosecution, Public Contracting/Bidding, Labor Union; Legal Advisor to Mayor, City Council, Police Department, and City departments.

- Develop annual budget for Legal Department, monitor and control budget expenditures;
- Supervise and coordinate the acquisition and dispositions of real property, including working with property owners, funding agencies, escrow companies, right of way consultants, and City staff.
- Negotiate real property leases, easements, and acquisitions for City projects. Work with right of way consultants on acquisitions in accordance with the Federal guidelines, including relocations.
 - Representative Projects involving Federal/State Funding Property Acquisitions:
 - Bridge St. Bridge Replacement Project – total and partial acquisitions from four separate property owners. Assisted in the drafting and processing of Possession and Use Agreements, Condemnation Pleadings and court hearings, through to Decree of Appropriation.
 - White River Trail Pedestrian Bridge Project – worked with right of way consultant on the negotiation of property acquisition for a new pedestrian bridge funded with federal grant funds. Negotiations reached an impasse and the City determined not to file for condemnation, thereby foregoing the project.
 - 410/Traffic Avenue Replacement Project – federally funded highway improvement project requiring temporary easement rights from neighboring jurisdictions.
 - Pedestrian Sidewalk Improvements – sidewalk improvement projects requiring a conveyance of public right of way.
 - White River Restoration Project – largest river restoration project in the Puget Sound region, requiring the acquisition of 20+ parcels (either partial or full) for a flood mitigation, river restoration, and habitat management project. Work with right of way consultant through the federal acquisition and relocation process for each identified parcel, where applicable.
 - City park expansions – negotiate and prepare all transactional documents related to the acquisition of two parcels necessary for expansion of the City's park system. The acquisitions were locally funded, but the park projects are anticipated to be partially funded by state grants.

Associate Litigation Attorney, *Oldfield & Helsdon, PLLC*

June 2013-July 2016

Practice Areas: High-volume litigation and transactional firm focusing on business, real estate, land use, commercial, municipal law, bankruptcy, estate planning and probate, and appellate litigation; Provide excellent and thorough legal representation, and consulting services to a broad range of individual and business clients.

- Experience litigating and negotiating complex real estate, land use, business, and commercial disputes and contracts. Consistently employ dispute resolution techniques and strategies to improve efficiency and facilitate solutions.
- Actively involved in the trial strategy and problem-solving processes; Quick thinker in high-stress and fast-paced environments relying on my strong, punctual, and friendly interpersonal communication skills;
- Demonstrated ability to meet demanding deadlines;
- Excellent analytical skills; keen ability to consider and comprehend complex information and create appropriate and compliant responses;
- Fast and thorough legal researcher; Experience drafting legal pleadings for all stages of litigation or municipal/land use petitions.
- Strong client-facing presence; natural and confident leader in both individual and group settings;

Associate Attorney, *Law Office of Catherine C. Clark, PLLC* August, 2012-June, 2013

Practice Areas: Trial & Appellate Practice (Real estate, eminent domain/condemnation, land use, municipal law; commercial litigation; significant personal injury).

- Second chair in two large and contested eminent domain/condemnation trials;
- Performed extensive legal research and writing; Experience drafting memorandums, complaints, answers, demand letters, motions for summary judgment, motions to dismiss, interrogatories, requests for production, motions in limine, default motions/orders, settlement agreements, and client or attorney correspondence.
- Provided guidance, counsel and support to senior counsel and clientele on all real estate and condemnation matters.

EDUCATION***University of Oregon School of Law*, Eugene, OR****Juris Doctorate, 2012 • Curriculum Focus: Business Law**

- Law Review Executive Editor, Oregon Review of International Law, 2010-2012.
- First place: 2010 Regional Mediation Competition
- Small Business Clinic Associate: provided individualized business representation to local small businesses, including entity creation, strategic business advice, and transactional documents.
- BARBRI Head Representative
- CEO, Sports and Entertainment Law Forum

University of Washington**Dual Bachelor of Arts, Political Science and Economics, 2009**

- All-American Student-Athlete, Women's Track and Field – Polevault; Four Year Varsity Letter Winner
- PAC-10 Academic Honors
- Dean's List, 2007-2009

CERTIFICATES/AWARDS/ HONORS

- Top Executive Editor, Oregon Review of International Law, 2012
- Winner-Western States Regional Law School Negotiation Competition, 2010
- Pacific Northwest USA Track and Field, Field Athlete of the Year, 2009

Michael R. Kosa, P.E.

michaelk@sumnerwa.gov 253-299-5709

1104 Maple St, Sumner, WA 98390

WORK EXPERIENCE

CITY ENGINEER (2021-Present), ASSOCIATE CITY ENGINEER (2017-2021) SUMNER, WA
CITY OF SUMNER 2017-PRESENT

As an associate city engineer at the City of Sumner, I am responsible for managing the City's Public Works - Engineering Division. I am one of four licensed civil engineers on staff.

- Manage transportation projects in various stages of design and construction, including in-house and consultant-led designs, project tracking and scheduling. Currently managing projects with a total construction value of \$50 million.
- Manage stormwater capital improvement and maintenance projects as well as the city's compliance with the City's Phase II MS4 Permit. Currently managing stormwater projects with a total construction value of \$4 million.
- Manage Public Works staff as needed to complete projects.
- Interact with the public regarding traffic and roadway concerns.
- Represent the Public Works department and present projects and agenda bills at public meetings, City Council meetings and through media outlets. Represent the City at regional forums such as PSRC and Pierce Co. Transportation Coordinating Committee. Interact with WSDOT Local Programs on a regular basis.
- Juggle competing needs of projects, meetings, and day-to-day engineering challenges.
- **Manage projects with right-of-way needs as an authorized Program Administration agency staff member.**

CIVIL ENGINEER PAPILLION, NE
SARPY COUNTY PUBLIC WORKS 2014-2017

As a civil engineer at Sarpy County Public Works, I provided recommendations and solutions to challenges that arise while managing transportation and drainage-related projects. I was one of three licensed civil engineers on staff.

- Managed projects in various stages of design and construction. Managed staff as needed to complete project and regulatory related work.
- Took initiative when needed such as compiling necessary regulatory reports to comply with Americans with Disabilities Act state requirements.
- Oversaw contractors, vendors, and professional firms holding them accountable regarding roadway improvement related contracts.
- Founded and led the standards committee, which works to streamline work processes within the Public Works department.
- Completed county-wide private plans review for public infrastructure.
- Sealed \$1-2M worth of County projects annually as the Engineer of Record.
- **Directed design consultants preparing right-of-way plans.**
- **Managed multiple projects needing right-of-way negotiations and purchases involving property owners, utilities, and local governments within the County.**

CIVIL ENGINEER/PROJECT MANAGER US AIR FORCE ACADEMY, CO
CH2M HILL ACADEMY SERVICES (joint venture now dissolved) 2013-2014

As a civil engineer at the US Air Force Academy, I managed a number of ongoing design and construction projects. I managed the roadway pavement replacement program on base and was the lead technical engineer for drainage, erosion control, and traffic-related issues.

- Managed seven projects awarded and constructed in fiscal year 2014.
- Reviewed consultant plans to ensure plans meet local, federal, and military standards.
- Represented the US Air Force Academy in inter-agency meetings with city, county, and state officials on transportation and drainage related topics.

WATER RESOURCES ENGINEER COLORADO SPRINGS, CO
AECOM (formerly URS Corporation) 2012-2013

As a water resources engineer, the majority of my focus was hydrology and hydraulic structure design. I designed transportation drainage systems including culverts, storm drain systems, water quality facilities, and erosion control measures.

- Managed four staff members as the Colorado Springs Water Resources Design Lead. Oversaw daily workload and subordinate evaluations.
- Drainage design engineer of record for two projects for the City of Colorado Springs and two projects for El Paso County.

CIVIL ENGINEER

SPOKANE/BELLEVUE, WA

DAVID EVANS AND ASSOCIATES, INC.

2007-2012

As a transportation engineering design consultant, the focus of my position was roadway drainage design. I interacted with the other disciplines such as roadway engineers to coordinate drainage needs with roadway plan and profile design.

- Managed team of three to six designers during labor-intensive design submittals.
- Project engineer on WSDOT SR-520 Design-Build project in Seattle, specializing in structure and local road drainage design.
- Led drainage design for 80-turbine design-build wind farm project in California.
- **Met with 20 property owners on US 95 Expansion in Athol, ID regarding upcoming property negotiations. Represented project at public meeting as a design representative.**

DESIGN ENGINEER 2, PROJECT MANAGER

SEATTLE, WA

MAGNUSSON KLEMENCIC ASSOCIATES

2004-2007

I participated in general Land Development civil engineering, including sidewalk and urban infill design. I coordinated design elements with architects, owner representatives, regulatory agencies, and other consultants.

- Developed projects from early schematic design through construction administration.
- Produced a variety of deliverables including drainage reports, early concept-level sketches, design drawing sets, calculations, and sketches during construction.

EDUCATION

B.S. CIVIL ENGINEERING WITH A SPECIALIZATION

SEATTLE, WA

IN ENVIRONMENTAL ENGINEERING

JUNE 2004

MINOR IN MATHEMATICS

Seattle University GPA: 3.90

- Graduated magna cum laude, member of the Dean's List all quarters.

COURSEWORK, TECHNOLOGY, AND TRAINING

- Proficient use of Microstation, AutoCAD, and Microsoft Office
- Supervisor Training through the Washington Cities Insurance Authority (2017)
- 30+ hours of Project Management training (2015)
- Attended 2015 and 2016 APWA national conference
- **No Right of Way (ROW) Verification Training: Completed July 2017**
- **NHI Course FHWA-NHI-141045: Completed 12/29/2017**
- **NHI Course FHWA-NHI-141047: Completed 7/2/2018**
- Federal Grants Requirements and Management (WFOA): Completed 11/14/2017
- Attended various training classes through regarding drainage and clear zone design

PROFESSIONAL REGISTRATIONS

- Civil Engineer: Washington State (Lapsed: Nebraska, Colorado, Idaho)
- Member, American Public Works Association, Washington Chapter

Andrew Leach
1104 Maple St. Suite 260
Sumner, WA 98390
Phone: (253) 299-5711
Email: andrewl@sumnerwa.gov

Experience:

January 2021 – Present, Public Works City of Sumner, WA

Public Works Manager - Managed the City's various capital improvement and small works projects. Provided project management and administration assistance for a variety of municipal projects funded by utilities and grants (RCO, WSDOT, & FHWA). Responsibilities included design review, development review, spec writing, grant writing, permit coordination, cost estimation, review/revision of City standards and details, and presenting projects to the Public Works Committee and City Council. Responsible for assisting the City Engineer in planning, organizing, directing, coordinating, and evaluating the work of the Public Works Engineering Division. Directly supervise two Engineering Technicians and the City's CADD/GIS Technician

December 2017 – January 2021, Public Works City of Sumner, WA

Associate City Engineer - Managed the City's various capital improvement and small works projects. Provided project management and administration assistance for a variety of municipal projects funded by utilities and grants (RCO, WSDOT, & FHWA). Responsibilities included design review, development review, spec writing, grant writing, permit coordination, cost estimation, review/revision of City standards and details, and presenting projects to the Public Works Committee and City Council. Responsible for assisting the City Engineer in planning, organizing, directing, coordinating, and evaluating the work of the Public Works Engineering Division.

January 2014 – December 2017, Public Works City of Sumner, WA

Assistant City Engineer - Assisted with the City's various capital improvement and small works projects. Provided project management and administration assistance for a variety of municipal projects funded by utilities and grants (RCO, WSDOT, & FHWA). Responsibilities included design review, development review, spec writing, grant writing, permit coordination, cost estimation, review/revision of City standards and details, and presenting projects to the Public Works Committee and City Council.

July 2012 – December 2013. City of Sumner, WA.

Engineering Intern – Public Works: Assisted with the City's various capital improvement projects. Provided project management and administration assistance for a variety of municipal projects funded by utilities and grants (RCO & FHWA). Experienced working with contractor payments and submittals, change orders, and force accounts. Was the project manager and point of contact for a small works project. Duties for the project consisted of creating bid documents, addendums, bid tabs, bid award, submittals, cost estimation, and project budget. Worked with an outside agency, Washington State Department of Transportation (WSDOT), for permitting along SR410. Other Responsibilities included: researching City Standards and details, ADA standards, and transition plans for city implementation. Spearheaded the transition to a new pavement

management program for the City of Sumner. Researched new uses and abilities of the cities HOBOWare water monitoring equipment and computer program. Assisted with right of way acquisition documents and mailings. Shadowed the city's engineers and inspectors on various job site visits and weekly meetings. Was an interim city inspector and provided daily construction reports and calculations. Worked in the field plotting GPS/GIS points to update the city's map of water and sewer lines. Was a member of a committee for consultant selection where duties included reviewing and interviewing consulting firms for capital improvement projects. Assisted with grant applications and researching grant opportunities for the city.

Education:

Washington State University, Bachelor of Science in Civil Engineering –Structural Emphasis.
August 2007 – May 2012

Bellarmino Preparatory School, High School Diploma. September 2003 - June 2007

Certifications:

State of Washington Engineer in Training - License No. 33543

Certified Erosion & Sediment Control Lead

Training/Memberships:

WSDOT Administrative Settlement Course - 4/6/16

WSDOT Sufficient Property Rights Training - 3/25/16

WSDOT No Right of Way (ROW) Verification - 4/14/16

Real Estate Acquisition Under the Uniform Act: An Overview - FHWA-NHI141045 – 4/13/16

Local Public Agency Real Estate Acquisition - FHWA-NHI-141047 – 4/8/16

WFOA – Federal Grants Requirements and Management - 11/19/2020

NW Public Works Institute – Public Works Essentials - 2/25/14

Member of American Public Works Association Washington Chapter - 9/2015 to Present

Alisa O'Haver-Ayala, PE, CCM

ASSOCIATE CITY ENGINEER

1104 Maple Street, Suite 260 Sumner, WA 98390 / 253-299-5703 / ALISAO@SUMNERWA.GOV

WORK EXPERIENCE

ASSOCIATE CITY ENGINEER, CITY OF SUMNER; SUMNER, WA

2022 – PRESENT

- Providing technical engineering expertise to less experienced staff.
- Assuming responsibility for assigned services and activities of assigned responsibilities which includes public works projects, capital project support and management, utilities systems management and administrative support programs and services.
- Conducting a variety of organizational studies; recommending modifications to assigned programs, policies, and procedures as appropriate.
- Directing the preparation and review of public works plans, specifications, and contracts for various construction projects.
- Administering projects from initiation through project completion.
- Coordinating engineering support and projects performed by other City departments.
- Assisting the City Engineer in coordinating the activities of the division.
- Meeting and working with engineering consultants, contractors, state and federal agency representatives, developers, and the general public.
- Performing on-site inspections of public works construction projects.
- Attending public meetings to receive and provide information.
- Seeking grants for Public Works and other activities, writes grant applications and performing proper follow-up.
- Managing administrative reporting of CIP grants.

RESIDENT ENGINEER 4, PORT OF SEATTLE; SEATTLE, WA

2013-2022

- Promoted from Resident Engineer 1 to Resident Engineer 4 over the course of 8 years.
- Working with the design team, contractors, co-workers, and stakeholders to create a collaborative team atmosphere and accomplish the common goal of building a project from concept through closeout.
- Managing multiple construction projects of \$1M - \$10M simultaneously, independently managing construction projects up to \$25M, contributing team member on projects in excess of \$500M
- Supervising three direct reports, mentoring peers and interns
- Providing department leadership by being approachable and providing practical solutions
- Reviewing designs for quality and constructability from concept through bid
- Performing full spectrum of construction management responsibilities including leading project meetings, change management, progress payments, negotiations, RFIs, submittals, schedule review, and reporting.

OFFICE ENGINEER, URS CORP; SEATTLE, WA

2011-2013

**SDOT SOUTH SPOKANE STREET VIADUCT WIDENING & SOUTH SPOKANE STREET VIADUCT
EASTBOUND 4TH AVENUE SOUTH OFF-RAMP; SEATTLE, WA**

- Reviewing contractor's monthly payment request, reviewing inspectors daily note records for unit price bid items, negotiating contractor's monthly payments and logging monthly progress payments for this \$75M unit price contract
- Detailed accounting and reconciliation of over \$3M in force account billings
- Performing additional construction management responsibilities including leading project meetings, change management, and reporting.
- Overseeing the work of those processing RFIs and submittals as well as project file maintenance

ASSISTANT RESIDENT ENGINEER, HEERY INTERNATIONAL; SEATTLE, WA

2010-2011

SEATTLE-TACOMA INTERNATIONAL AIRPORT RENTAL CAR FACILITY; SEATTLE, WA

- Reviewing, negotiating, and processing the monthly progress payments for this \$420M GC/ CM project. The average monthly payments were \$11M.
- Performing additional construction management responsibilities including change orders and submittal management.

PROJECT ENGINEER, KPFF CONSULTING ENGINEERS

SEATTLE, WA

1998-2000 & 2002-2005

TACOMA, WA

2005-2009

- Performing Assistant Project Manager and construction support for design projects
- Civil design for roadways and site development projects for Sound Transit, Multicare Tacoma General Hospital, Port of Seattle's Sea-Tac International Airport, WSDOT, and the City of Seattle.

TRANSPORTATION ENGR, KITSAP CTY PUBLIC WORKS; PORT ORCHARD, WA

2000-2002

- Civil design for roadway projects and managing consultant roadway designs

EDUCATION

Bachelor of Science Civil Engineering (BSCE) – University of Washington; Seattle, WA, 1998

CERTIFICATIONS

Professional Engineer, Civil (PE) #39387 – Washington, 2002

Certified Construction Manager (CCM) #4019 – Construction Management Association of America, 2017

RELEVANT COURSEWORK

No Right of Way (ROW) Verification Training: Completed 01/25/2022

NHI Course FHWA-NHI-141045: Completed 01/25/2022

SUBJECT: Purchase and Sale Agreement – Parking Area of 1312 Main St (NAPA) for Main and Wood Project

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$162,100

Within Budget Allocation: Yes

ATTACHMENTS:

1. Warranty Deed

STAFF CONTACT: Michael Kosa, City Engineer

SUMMARY BACKGROUND:

The Main Street and Wood Avenue Intersection Improvements project consists of replacing the existing traffic signal with equipment meeting current standards, replacing the failing concrete roadway panels with new asphalt surface, completing curb ramp and sidewalk upgrades to meet current standards, and reconfiguring existing parking on the SW and SE corners to reduce pedestrian conflicts.

To complete the project, the City needs to acquire a portion of four properties at the intersection. One property at the southwest corner of the intersection is being used as a NAPA Auto Parts store. The project will acquire the existing private parking to install new public parking and a public sidewalk at the face of the existing building. The new sidewalk and parking will meet current standards. Other property acquisitions will be forthcoming as agreements are negotiated and finalized.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/1/2022
--

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of a portion of 1312 Main Street for a total amount of \$162,100 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

After recording return document to:

City of Sumner
Public Works Department
1104 Maple Street, Ste. 260
Sumner, WA 98390-1423

Document Title: Warranty Deed

Reference Number of Related Document:

Grantor: Bryan Stowe

Grantee: City of Sumner

Legal Description: Tract 59, Ryan's 3rd Addition to Sumner V. 11, P. 39

Additional Legal Description is on Pages 3 and 4 of Document.

Assessor's Tax Parcel Number: 7365300010

WARRANTY DEED

Main and Wood Intersection Improvements

The Grantor, Bryan Stowe, as his separate estate, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey and warrant to the **City of Sumner, a Washington Municipal Corporation**, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibits A and B attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Sumner** unless and until accepted and approved hereon in writing for the **City of Sumner**, by its authorized agent.

WARRANTY DEED

Date: 1/11/22
Bryan Stowe
Bryan Stowe

Accepted by the City of Sumner:

Approved as to form:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: City Attorney

Date: _____

Date: _____

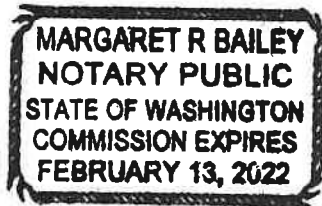
STATE OF WASHINGTON)

County of Pierce : SS

On this 11 day of January, ²⁰²²~~2021~~, before me personally appeared Bryan Stowe, as his separate estate, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



MARGARET R BAILEY
Print name Marg R Bailey
Notary Public in and for the State of
Washington, residing at Pierce Co WA
My commission expires 2/13/2022

WARRANTY DEED

EXHIBIT "A"

LEGAL DESCRIPTION

RIGHT-OF-WAY ACQUISITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

TRACT 59 OF RYAN'S 3RD ADDITION TO SUMNER, WASHINGTON, ACCORDING TO THE PLAT RECORDED IN BOOK 11 OF PLATS AT PAGE 39, IN PIERCE COUNTY, WASHINGTON.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY MONUMENT AT THE INTERSECTION OF MAIN STREET AND WOOD AVENUE, BEING A "X" IN A 2" BRASS DISC;

THENCE NORTH 89°01'51" WEST, ALONG THE MONUMENTED CENTERLINE OF SAID MAIN STREET, 48.41 FEET;

THENCE SOUTH 00°58'09" WEST, 30.00 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF SAID MAIN STREET AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°01'51" EAST, ALONG SAID NORTH MARGIN, 18.41 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF SAID WOODS AVENUE;

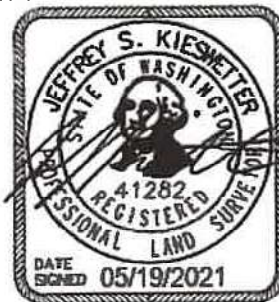
THENCE SOUTH 01°35'56" EAST, ALONG SAID WEST MARGIN, 106.11 FEET TO THE SOUTH LINE OF LOT 59, RYAN'S THIRD ADDITION TO SUMNER WASHINGTON, AS RECORDED IN VOLUME 11 OF PLATS ON PAGE 39;

THENCE NORTH 89°01'51" WEST, ALONG SAID SOUTH LINE, 23.41 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE SOUTHERLY PROLONGATION OF THE EAST FACE OF A BUILDING "NAPA AUTO PARTS BUILDING";

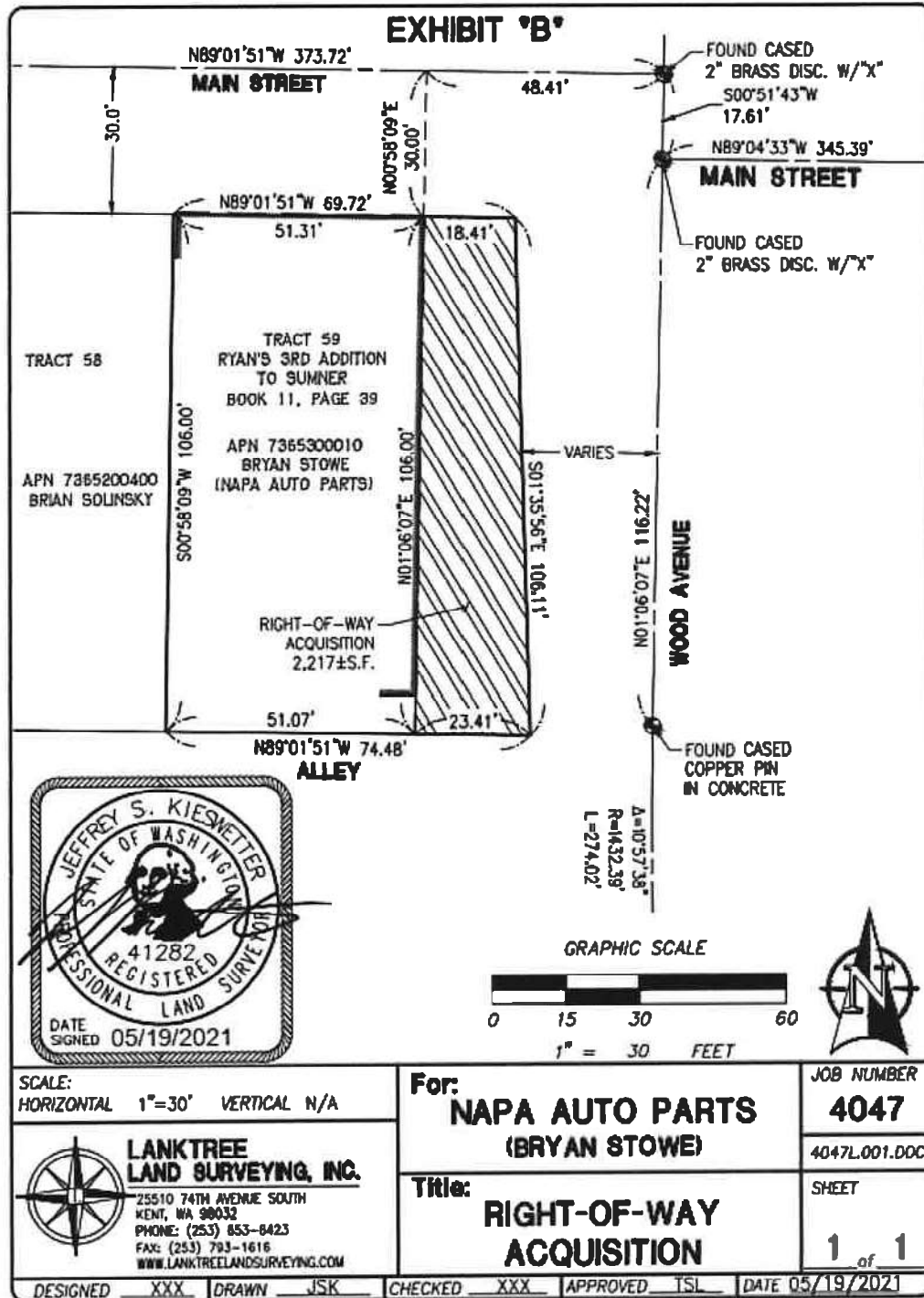
THENCE NORTH 01°06'07" EAST, ALONG SAID EAST BUILDING FACE, 106.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 2,217± SQUARE FEET

Grantor's Initials



WARRANTY DEED



REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner Public Works Department 1104 Maple Street, Ste. 260 Sumner, WA 98390-1423		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
GRANTOR OR CLAIMANT (NAME, ADDRESS) Bryan Stowe PO Box 1054 Sumner, WA 98390-0200		TIN/SSN: 	SIGNATURE (IN INK) FOR EACH CLAIMANT Bryan Stowe
PROJECT NO. AND TITLE City of Sumner CIP 19-02 Main and Wood Intersection Improvements		PARCEL NO. 7365300010	DATED 1/11/22
FEDERAL AID NO. STPUL-3150(009)		PARCEL NO. 7365300010	
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
LAND: Fee: 2,217 square feet		+	\$99,800.00
IMPROVEMENTS: Asphalt paving and 11-wheel stops		+	\$7,700.00
DAMAGES: Building:		+	\$22,300.00
Land:		+	\$27,200.00
SPECIAL BENEFITS			
JC (Just Compensation) Amount			\$157,000.00
REMAINDER: Uneconomic Remnant		+	
Excess Acquisition		+	
DEDUCTIONS: Amount Previously Paid			
Performance Bond			
Salvage Amount			
Pre Paid Rent			
Other			
ADMINISTRATIVE SETTLEMENT		+	\$5,100.00
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	
ACQUISITION AGENT Marge R. Bailey	DATE 1/11/2022	Voucher No.	TOTAL AMOUNT PAID \$162,100.00
AUTHORIZED AGENT FOR AGENCY	DATE		

SUBJECT: Bridge Street Bridge - Project Acceptance

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$12,404,609.29

Within Budget Allocation: Yes

ATTACHMENTS:

1. Physically Complete Letter
 2. Final Pay Estimate
 3. Project Completion Report
-

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

SUMMARY BACKGROUND:

The original Bridge Street Bridge was constructed in the 1920's. It had been posted with a restrictive load limit. The bridge was functionally obsolete and structurally deficient. The City received a Federal Bridge Replacement Grant for \$11.9 million to replace the bridge. The City also received funding from the Transportation Improvement Board (TIB) of 1.53 million as well as the Federal Highways Surface Transportation Program in the amount of 1.5 million.

This project consisted of removing and installing the new Cannery Way Bridge over the White River. The project also consisted of improvements to the water and sewer utilities as well as frontage improvements on Pacific Avenue. New street lighting was installed on either end of the bridge, as well as catenary lighting on the new bridge structure itself.

The original construction contract amount was \$12,390,139.50, the ending construction contract amount was \$12,404,609.29. The contractor, SB Structures, LLC, has met all necessary obligations under the contract. Staff is recommending that the Council accept the contract as complete.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/1/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion accepting the completion of the Bridge Street Bridge Replacement (CIP 13-01) contract with SB Structures, LLC, in the final contract amount of \$12,404,609.29, and authorizing the Mayor and City Administrator to execute any and all documents necessary to formally accept the project, substantially in a form as approved by the City Attorney.



1104 Maple Street, Sumner WA 98390

PUBLIC WORKS DEPARTMENT

Suite 260

253-299-5700 Fax: 253-299-5539

July 1, 2021

Matt Scarsella, PE
Project Manager
SB Structures
PO Box 68847
Seattle, WA 98168

RE: Bridge St. Bridge Replacement Project
Contract No. 13-01
Physically Complete Letter

Dear Mr. Scarsella,

In accordance with Section 1-08.5 of the *Standard Specifications*, this project is considered physically complete as of **June 21, 2021**. This does not constitute acceptance of the contract.

Sincerely,

DocuSigned by:

Andrew Leach

1456F1E8C2E54E4...

Andrew Leach
Public Works Manager

cc: Mike Dahlem, PE Public Works Director
CIP 13-01

MONTHLY CONSTRUCTION ESTIMATE

Thirty Two (32)	Project:	Bridge Street Bridge Replacement						
	Contractor:	SB Structures, LLC						
	Address:	P.O. BOX 68847, SEATTLE WA 98168						
	Pay Period:	June 26, 2020	to	December 25, 2020				
Original Contract Amount(w/o Tax)			\$	12,333,063.48				
Current Contract Amount(w/o Tax)			\$	12,954,570.91				
					CURRENT AMOUNT	PREVIOUS AMOUNT	TOTAL DUE THIS ESTIMATE	
SCHEDULE A TOTAL - Bridge & Roadway					\$	11,333,092.22	\$ 11,330,012.35	\$ 3,079.87
SCHEDULE A STORM TOTAL					\$	275,603.68	\$ 275,603.68	\$ -
SCHEDULE A SEWER TOTAL					\$	4,127.75	\$ 4,127.75	\$ -
SCHEDULE B TOTAL - Commemorative Park					\$	127,200.00	\$ 127,200.00	\$ -
SCHEDULE C SUBTOTAL - Sumner Water					\$	226,748.31	\$ 226,748.31	\$ -
WASHINGTON STATE SALES TAX - 9.3%					\$	21,087.59	\$ 21,087.59	\$ -
SCHEDULE C SUBTOTAL + SALES TAX					\$	247,835.90	\$ 247,835.90	\$ -
SCHEDULE D SUBTOTAL - Puyallup Water					\$	194,638.26	\$ 194,638.26	\$ -
WASHINGTON STATE SALES TAX - 9.3%					\$	18,101.36	\$ 18,101.36	\$ -
SCHEDULE D SUBTOTAL + SALES TAX					\$	212,739.62	\$ 212,739.62	\$ -
SCHEDULE E - FRANCHISE UTILITIES								
E1	MOBILIZATION			\$	0.01	\$ 0.01	\$ -	
E2	REMOVAL OF STRUCTURE AND OBSTRUCTIONS			\$	5,000.00	\$ 5,000.00	\$ -	
E3	JOINT UTILITY TRENCH			\$	40,500.00	\$ 40,500.00	\$ -	
E4	DUCTILE IRON CASING PIPE 24 IN DIAM			\$	4,882.50	\$ 4,882.50	\$ -	
E5	DUCTILE IRON CASING PIPE 6 IN DIAM			\$	-	\$ -	\$ -	
E6	BRIDGE CONUIT - COMCAST			\$	7,120.00	\$ 7,120.00	\$ -	
E7	BRIDGE CONDUIT - CITY OF SUMNER			\$	14,125.00	\$ 14,125.00	\$ -	
E8	BRIDGE CONDUIT - SPRINT			\$	20,850.00	\$ 20,850.00	\$ -	
E9	BRIDGE CONDUIT - VERIZON			\$	5,185.00	\$ 5,185.00	\$ -	
E10	BRIDGE CONDUIT - CENTURYLINK			\$	19,850.00	\$ 19,850.00	\$ -	
E11	UTILITY CONDUIT INSTALLATION - CITY OF SUMNER			\$	19,295.00	\$ 19,295.00	\$ -	
E12	UTILITY JUNCTION BOX INSTALLATION - CITY OF SUMNER			\$	876.00	\$ 876.00	\$ -	
E13	UTILITY CONDUIT INSTALLATION - COMCAST			\$	10,311.00	\$ 10,311.00	\$ -	
E14	UTILITY JUNCTION BOX INSTALLATION - COMCAST			\$	620.00	\$ 620.00	\$ -	
E15	UTILITY CONDUIT INSTALLATION - SPRINT			\$	17,070.00	\$ 17,070.00	\$ -	
E16	UTILITY CONDUIT INSTALLATION - VERIZON			\$	6,677.00	\$ 6,677.00	\$ -	
E17	UTILITY CONDUIT INSTALLATION - CENTURYLINK			\$	14,290.00	\$ 14,290.00	\$ -	
SCHEDULE E SUBTOTAL - Franchise Utilities					\$	186,651.51	\$ 186,651.51	\$ -
WASHINGTON STATE SALES TAX - 9.3%					\$	17,358.59	\$ 17,358.59	\$ -
SCHEDULE E SUBTOTAL + SALES TAX					\$	204,010.10	\$ 204,010.10	\$ -
MOH TOTAL					\$	-	\$ -	\$ -
TOTAL AMOUNT THIS ESTIMATE					\$	12,404,609.29	\$ 12,401,529.42	\$ 3,079.87

NOTES:

Franchise Utility Expenses				
Comcast	Sprint	Verizon	Centurylink	Sumner
13.16%	27.65%	8.65%	24.89%	25.65%
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
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\$ -	\$ -	\$ -	\$ -	\$ -

Contractor agrees to the above amounts and certifies that prevailing wages have been paid in accordance with RCW 39.12 and the Statements of Intent to Pay Prevailing Wages have been filed by the contractor and all subcontractors.

DocuSigned by:
Contractor: Matthew Scarsella
E312E25A55D44EB...

Date: 9/1/2021 | 4:20 PM PDT

APPROVALS:
Resident Engineer: Dano Bonifacio
5A96433E9E9A40D... Dano Bonifacio

Date: 9/1/2021 | 7:52 PM PDT

DocuSigned by:
City of Sumner: Andrew Leach
1456F1E8C2E54E4...

Date: 9/2/2021 | 10:21 AM PDT

City of Sumner
Thirty Two (32)
for
BRIDGE STREET BRIDGE REPLACEMENT

Federal Aid Project No. BRM-3150(008)
Contract No. CIP 13-01

Contractor:
SB STRUCTURES
P.O. BOX 68847
SEATTLE WA 98168
License No.: SBSTRSL947LW
Federal ID No.: 20-4883542

Contract Bid Schedules:
SCHEDULE A
SCHEDULE B
SCHEDULE C
SCHEDULE D
SCHEDULE E
Payment Data:
RFP NUMBER: Thirty Two (32)
FROM: 6/26/2020
TO: 12/25/2020

		ORIGINAL CONTRACT				AUTHORIZED CONTRACT REVISIONS			PREVIOUSLY APPROVED		CURRENT REQUEST		TOTAL TO DATE		PERCENT COMPLETE
ITEM NO.	ITEM DESCRIPTION	BID QTY	UNITS	UNIT PRICE	BID AMOUNT	QTY CHANGE	REV QTY	CHANGE AMOUNT	QTY	DOLLAR AMOUNT	QTY	DOLLAR AMOUNT	QTY	DOLLAR AMOUNT	
SCHEDULE A															
A1	MOBILIZATION	1	L.S.	\$ 1,150,000.00	\$ 1,150,000.00	-	-	\$ -	1	\$ 1,150,000.00	-	\$ -	1	\$ 1,150,000.00	100.0%
A2	CLEARING AND GRUBBING	1.1	ACRE	\$ 15,000.00	\$ 16,500.00	-	-	\$ -	1.1	\$ 16,500.00	-	\$ -	1.1	\$ 16,500.00	100.0%
A3	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1	EST.	\$ 10,000.00	\$ 10,000.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
A4	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	L.S.	\$ 30,000.00	\$ 30,000.00	-	-	\$ -	1	\$ 30,000.00	-	\$ -	1	\$ 30,000.00	100.0%
A5	REMOVING EXISTING BRIDGE	1	L.S.	\$ 330,200.00	\$ 330,200.00	-	-	\$ -	1	\$ 330,200.00	-	\$ -	1	\$ 330,200.00	100.0%
A6	REMOVING CEMENT CONC. SIDEWALK	771	S.Y.	\$ 8.55	\$ 6,592.05	-	-	\$ -	621.52	\$ 5,314.00	-	\$ -	621.52	\$ 5,314.00	80.6%
A7	REMOVING CEMENT CONC. CURB AND GUTTER	1,027	L.F.	\$ 5.50	\$ 5,648.50	-	-	\$ -	575	\$ 3,162.50	-	\$ -	575	\$ 3,162.50	56.0%
A8	REMOVING CEMENT CONC. EXTRUDED CURB	222	L.F.	\$ 2.00	\$ 444.00	135	357	\$ 270.00	213	\$ 426.00	-	\$ -	213	\$ 426.00	59.7%
A9	REMOVING ASPHALT CONC. PAVEMENT	3,840	S.Y.	\$ 9.15	\$ 35,136.00	955	4795	\$ 8,738.25	3738.43	\$ 34,206.63	-	\$ -	3738.43	\$ 34,206.63	78.0%
A10	SAWCUTTING	50	L.F.	\$ 10.00	\$ 500.00	165	215	\$ 1,650.00	1197	\$ 11,970.00	-	\$ -	1197	\$ 11,970.00	556.7%
A11	HERBICIDE APPLICATIONS PRIOR TO CLEARING AND GRUBBING	1	EST.	\$ 2,000.00	\$ 2,000.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
A12	SIGNIFICANT TREE REMOVAL	14	EACH	\$ 1,500.00	\$ 21,000.00	-	-	\$ -	15	\$ 22,500.00	-	\$ -	15	\$ 22,500.00	107.1%
A13	ROADWAY EXCAVATION INCL. HAUL	602	C.Y.	\$ 25.35	\$ 15,260.70	612	1214	\$ 15,514.20	625	\$ 15,843.75	-	\$ -	625	\$ 15,843.75	51.5%
A14	GRAVEL BORROW INCL. HAUL (CO No. 003)	10,300	TON	\$ 16.65	\$ 171,495.00	-682.43	9617.57	\$ (11,362.46)	7019.26	\$ 116,870.68	0.00	\$ -	7019.26	\$ 116,870.68	73.0%
A15	EMBANKMENT COMPACTION	2,830	C.Y.	\$ 4.00	\$ 11,320.00	-	-	\$ -	3019.25	\$ 12,077.00	-	\$ -	3019.25	\$ 12,077.00	106.7%
A16	BACKFILL FOR CONTAINMENT SYSTEM	2,100	TON	\$ 30.20	\$ 63,420.00	-	-	\$ -	1050.83	\$ 31,735.07	-	\$ -	1050.83	\$ 31,735.07	50.0%
A17	STREAMBED COBBLES 4 IN	300	TON	\$ 55.00	\$ 16,500.00	-	-	\$ -	184.3	\$ 10,136.50	-	\$ -	184.3	\$ 10,136.50	61.4%
A33	SUPERSTRUCTURE - BRIDGE STREET BRIDGE	1	L.S.	\$ 3,240,000.00	\$ 3,240,000.00	-	-	\$ -	1	\$ 3,240,000.00	-	\$ -	1	\$ 3,240,000.00	100.0%
A34	STRUCTURE EXCAVATION CLASS A INCL. HAUL	3,815	C.Y.	\$ 25.35	\$ 96,710.25	-	-	\$ -	313.51	\$ 7,947.48	-	\$ -	313.51	\$ 7,947.48	8.2%
A35	GRAVEL BACKFILL FOR WALL	180	C.Y.	\$ 40.00	\$ 7,200.00	-	-	\$ -	489.46	\$ 19,578.40	-	\$ -	489.46	\$ 19,578.40	271.9%
A36	SHORING OR EXTRA EXCAVATION CL. A	1	L.S.	\$ 40,000.00	\$ 40,000.00	-	-	\$ -	1	\$ 40,000.00	-	\$ -	1	\$ 40,000.00	100.0%
A37	ST. REINF. BAR FOR BRIDGE	110,040	LB.	\$ 1.34	\$ 147,453.60	-	-	\$ -	111652	\$ 149,613.68	-	\$ -	111652	\$ 149,613.68	101.5%
A38	QA SHAFT TEST	7	EACH	\$ 2,100.00	\$ 14,700.00	-	-	\$ -	7	\$ 14,700.00	-	\$ -	7	\$ 14,700.00	100.0%
A39	CONC. CLASS 4000 FOR BRIDGE	540	C.Y.	\$ 507.90	\$ 274,266.00	-	-	\$ -	547.4	\$ 278,024.46	-	\$ -	547.4	\$ 278,024.46	101.4%
A40	REMOVING SHAFT OBSTRUCTIONS	1	EST.	\$ 160,000.00	\$ 160,000.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
A41	CONCRETE BRIDGE RAILING	119	L.F.	\$ 415.00	\$ 49,385.00	-	-	\$ -	119	\$ 49,385.00	-	\$ -	119	\$ 49,385.00	100.0%
A42	BRIDGE APPROACH SLAB	368	S.Y.	\$ 487.60	\$ 179,436.80	-	-	\$ -	375.25	\$ 182,971.90	-	\$ -	375.25	\$ 182,971.90	102.0%
A43	CONSTRUCTING 6.5 FT. DIAM SHAFT	555	L.F.	\$ 1,408.15	\$ 781,523.25	-	-	\$ -	555	\$ 781,523.25	-	\$ -	555	\$ 781,523.25	100.0%
A44	CONSTRUCTING 10 FT. DIAM SHAFT	190	L.F.	\$ 2,218.50	\$ 421,515.00	-	-	\$ -	190	\$ 421,515.00	-	\$ -	190	\$ 421,515.00	100.0%
A45	CONC. CLASS 4000 FOR RETAINING WALL	50	C.Y.	\$ 1,133.00	\$ 56,650.00	-	-	\$ -	70.84	\$ 80,261.72	-	\$ -	70.84	\$ 80,261.72	141.7%
A46	ST. REINF. BAR FOR RETAINING WALL	5,040	LB.	\$ 1.67	\$ 8,416.80	-	-	\$ -	6288	\$ 10,500.96	-	\$ -	6288	\$ 10,500.96	124.8%
A47	SHAFT - 30 IN. DIAMETER	230	L.F.	\$ 66.15	\$ 15,214.50	-	-	\$ -	233	\$ 15,412.95	-	\$ -	233	\$ 15,412.95	101.3%
A48	SHAFT - 24 IN. DIAMETER	280	L.F.	\$ 66.15	\$ 18,522.00	-	-	\$ -	275	\$ 18,191.25	-	\$ -	275	\$ 18,191.25	98.2%
A49	FURNISHING SOLDIER PILE W18X211	420	L.F.	\$ 267.75	\$ 112,455.00	-	-	\$ -	418.82	\$ 112,139.06	-	\$ -	418.82	\$ 112,139.06	99.7%
A50	FURNISHING SOLDIER PILE W18X130	110	L.F.	\$ 165.00	\$ 18,150.00	-	-	\$ -	109.97	\$ 18,145.05	-	\$ -	109.97	\$ 18,145.05	100.0%
A51	FURNISHING SOLDIER PILE W12X40	270	L.F.	\$ 50.65	\$ 13,675.50	-	-	\$ -	264	\$ 13,371.60	-	\$ -	264	\$ 13,371.60	97.8%
A52	LAGGING	2,260	S.F.	\$ 24.00	\$ 54,240.00	-	-	\$ -	1414.5467	\$ 33,949.12	-	\$ -	1414.5467	\$ 33,949.12	62.6%
A53	PREFABRICATED DRAINAGE MAT	70	S.Y.	\$ 15.00	\$ 1,050.00	-	-	\$ -	23.11	\$ 346.65	-	\$ -	23.11	\$ 346.65	33.0%
A54	CONCRETE FASCIA PANEL	200	S.F.	\$ 107.00	\$ 21,400.00	-	-	\$ -	195	\$ 20,865.00	-	\$ -	195	\$ 20,865.00	97.5%
A55	REMOVING SOLDIER PILE SHAFT OBSTRUCTIONS	1	EST.	\$ 13,400.00	\$ 13,400.00	-	-	\$ -	0.485559701	\$ 6,506.50	-	\$ -	0.485559701	\$ 6,506.50	48.6%
A56	TIE BACK ROD FOR SOLDIER PILE WALL	160	LF	\$ 475.00	\$ 76,000.00	-	-	\$ -	148	\$ 70,300.00	-	\$ -	148	\$ 70,300.00	92.5%
A57	STRUCTURAL CARBON STEEL FOR WALE	5,920	LBS.	\$ 8.75	\$ 51,800.00	-	-	\$ -	4160	\$ 36,400.00	-	\$ -	4160	\$ 36,400.00	70.3%
A58	TEMPORARY WORK PLATFORM	1	L.S.	\$ 1,550,000.00	\$ 1,550,000.00	-	-	\$ -	1	\$ 1,550,000.00	-	\$ -	1	\$ 1,550,000.00	100.0%
A59	SHORING CONTAINMENT FOR PIER REMOVAL	1	L.S.	\$ 170,000.00	\$ 170,000.00	-	-	\$ -	1	\$ 170,000.00	-	\$ -	1	\$ 170,000.00	100.0%
A60	TEMPORARY STRUCTURAL SHORING	1	L.S.	\$ 50,000.00	\$ 50,000.00	-	-	\$ -	1	\$ 50,000.00	-	\$ -	1	\$ 50,000.00	100.0%
A61	BUBBLE CURTAIN	1	L.S.	\$ 1.00	\$ 1.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
A62	GRAVEL BASE	544	TON	\$ 31.15	\$ 16,945.60	266	810	\$ 8,285.90	269.26	\$ 8,387.45	-	\$ -	269.26	\$ 8,387.45	33.2%
A63	CRUSHED SURFACING BASE COURSE	1,000	TON	\$ 40.50	\$ 40,500.00	345	1345	\$ 13,972.50	547.21	\$ 22,162.01	-	\$ -	547.21	\$ 22,162.01	40.7%
A64	CRUSHED SURFACING TOP COURSE	500	TON	\$ 50.00	\$ 25,000.00	130	630	\$ 6,500.00	1260.27	\$ 63,013.50	-	\$ -	1260.27	\$ 63,013.50	200.0%
A65	PLANING BITUMINOUS PAVEMENT	361	S.Y.	\$ 17.50	\$ 6,317.50	-	-	\$ -	1868.7	\$ 32,702.25	-	\$ -	1868.7	\$ 32,702.25	517.6%
A66	COMMERCIAL HMA	200	TON	\$ 110.00	\$ 22,000.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
A67	HMA CL. 1/2 IN. PG 64-22	1,318	TON	\$ 94.00	\$ 123,892.00	320	1638	\$ 30,080.00	1646.35	\$ 154,756.90	-	\$ -	1646.35	\$ 154,756.90	100.5%

ITEM NO.	ITEM DESCRIPTION	ORIGINAL CONTRACT				AUTHORIZED CONTRACT REVISIONS			PREVIOUSLY APPROVED		CURRENT REQUEST		TOTAL TO DATE		PERCENT COMPLETE
		BID QTY	UNITS	UNIT PRICE	BID AMOUNT	QTY CHANGE	REV QTY	CHANGE AMOUNT	QTY	DOLLAR AMOUNT	QTY	DOLLAR AMOUNT	QTY	DOLLAR AMOUNT	
A68	ASPHALT COST PRICE ADJUSTMENT	1	CALC	\$ 1,000.00	\$ 1,000.00	-	-	\$ -	14.20154	\$ 14,201.54	-	\$ -	14.20154	\$ 14,201.54	1420.2%
A71	SEEDING, FERTILIZING, AND MULCHING	1	ACRE	\$ 4,500.00	\$ 3,240.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
A72	STABILIZED CONSTRUCTION ENTRANCE	606	S.Y.	\$ 20.00	\$ 12,120.00	-	-	\$ -	347.36	\$ 6,947.20	-	\$ -	347.36	\$ 6,947.20	57.3%
A78	CEMENT CONC. TRAFFIC CURB AND GUTTER	1,035	L.F.	\$ 55.00	\$ 56,925.00	500	1535	\$ 27,500.00	1533	\$ 84,315.00	-	\$ -	1533	\$ 84,315.00	99.9%
A79	CEMENT CONC. PEDESTRIAN CURB	69	L.F.	\$ 55.00	\$ 3,795.00	-	-	\$ -	44	\$ 2,420.00	-	\$ -	44	\$ 2,420.00	63.8%
A80	EXTRUDED CURB	192	L.F.	\$ 12.85	\$ 2,467.20	-	-	\$ -	440	\$ 5,654.00	-	\$ -	440	\$ 5,654.00	229.2%
A81	PAINT LINE	2,633	L.F.	\$ 0.40	\$ 1,053.20	-	-	\$ -	3076	\$ 1,230.40	-	\$ -	3076	\$ 1,230.40	116.8%
A82	PAINTED WIDE LANE LINE	325	L.F.	\$ 0.75	\$ 243.75	-	-	\$ -	320	\$ 240.00	-	\$ -	320	\$ 240.00	98.5%
A83	PLASTIC TRAFFIC ARROW	9	EACH	\$ 115.00	\$ 1,035.00	-	-	\$ -	9	\$ 1,035.00	-	\$ -	9	\$ 1,035.00	100.0%
A84	PLASTIC CROSSWALK LINE	100	S.F.	\$ 5.50	\$ 550.00	-	-	\$ -	100	\$ 550.00	-	\$ -	100	\$ 550.00	100.0%
A85	PLASTIC STOP LINE	57	L.F.	\$ 7.00	\$ 399.00	-	-	\$ -	55	\$ 385.00	-	\$ -	55	\$ 385.00	96.5%
A86	PLASTIC BICYCLE LANE SYMBOL	3	EACH	\$ 140.00	\$ 420.00	-	-	\$ -	3	\$ 420.00	-	\$ -	3	\$ 420.00	100.0%
A87	RAISED PAVEMENT MARKER TYPE 1	1	HUND	\$ 300.00	\$ 300.00	-	-	\$ -	1	\$ 300.00	-	\$ -	1	\$ 300.00	100.0%
A88	RAISED PAVEMENT MARKER TYPE 2	1	HUND	\$ 400.00	\$ 400.00	-	-	\$ -	1	\$ 400.00	-	\$ -	1	\$ 400.00	100.0%
A89	PERMANENT SIGNING	1	L.S.	\$ 7,500.00	\$ 7,500.00	-	-	\$ -	1	\$ 7,500.00	-	\$ -	1	\$ 7,500.00	100.0%
A90	TEMPORARY BARRIER	540	L.F.	\$ 20.00	\$ 10,800.00	-	-	\$ -	410	\$ 8,200.00	-	\$ -	410	\$ 8,200.00	75.9%
A91	TEMPORARY PAVEMENT MARKING-LONG DURATION	730	L.F.	\$ 2.95	\$ 2,153.50	-	-	\$ -	857	\$ 2,528.15	-	\$ -	857	\$ 2,528.15	117.4%
A92	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 50,000.00	\$ 50,000.00	-	-	\$ -	1	\$ 50,000.00	-	\$ -	1	\$ 50,000.00	100.0%
A93	OFF-DUTY UNIFORMED POLICE OFFICER	1	EST.	\$ 11,000.00	\$ 11,000.00	-	-	\$ -	0.125663636	\$ 1,382.30	-	\$ -	0.125663636	\$ 1,382.30	12.6%
A94	TYPE B PROGRESS SCHEDULE	1	L.S.	\$ 10,000.00	\$ 10,000.00	-	-	\$ -	1	\$ 10,000.00	-	\$ -	1	\$ 10,000.00	100.0%
A95	SCHEDULE UPDATE	24	EACH	\$ 1,000.00	\$ 24,000.00	-	-	\$ -	7	\$ 7,000.00	-	\$ -	7	\$ 7,000.00	29.2%
A96	STRUCTURE EXCAVATION CLASS B INCL. HAUL (CO 8)	867	C.Y.	\$ 25.35	\$ 21,978.45	-346	521	\$ (8,771.10)	553.64	\$ 14,034.77	-	\$ -	553.64	\$ 14,034.77	106.3%
A97	SHORING OR EXTRA EXCAVATION CLASS B	4,113	S.F.	\$ 0.50	\$ 2,056.50	-	-	\$ -	2718.84	\$ 1,359.42	-	\$ -	2718.84	\$ 1,359.42	66.1%
A98	TRENCH SAFETY SYSTEM	1	L.S.	\$ 1,500.00	\$ 1,500.00	-	-	\$ -	1	\$ 1,500.00	-	\$ -	1	\$ 1,500.00	100.0%
A99	UTILITY SERVICE CONNECTION - POWER	1	L.S.	\$ 5,000.00	\$ 5,000.00	-1	0	\$ (5,000.00)	-	\$ -	-	\$ -	-	\$ -	NA
A100	UTILITY SERVICE CONNECTION - GAS	1	L.S.	\$ 5,000.00	\$ 5,000.00	-1	0	\$ (5,000.00)	-	\$ -	-	\$ -	-	\$ -	NA
A101	UTILITY SERVICE CONNECTION - WATER	1	L.S.	\$ 5,000.00	\$ 5,000.00	-1	0	\$ (5,000.00)	-	\$ -	-	\$ -	-	\$ -	NA
A102	SONAR MONITORING ASSISTANCE	1	EST.	\$ 20,000.00	\$ 20,000.00	-	-	\$ -	0.0064285	\$ 128.57	-	\$ -	0.0064285	\$ 128.57	0.6%
A103	WATER	200	MGAL	\$ 40.00	\$ 8,000.00	-	-	\$ -	9.8	\$ 392.00	-	\$ -	9.8	\$ 392.00	4.9%
A104	STRUCTURE SURVEYING	1	L.S.	\$ 25,000.00	\$ 25,000.00	-	-	\$ -	1.112314	\$ 27,807.85	-	\$ -	1.112314	\$ 27,807.85	111.2%
A105	ROADWAY SURVEYING	1	L.S.	\$ 20,000.00	\$ 20,000.00	-	-	\$ -	1	\$ 20,000.00	-	\$ -	1	\$ 20,000.00	100.0%
A106	ADJUST JUNCTION BOX	4	EACH	\$ 500.00	\$ 2,000.00	-	-	\$ -	4	\$ 2,000.00	-	\$ -	4	\$ 2,000.00	100.0%
A107	CEMENT CONC. SIDEWALK	543	S.Y.	\$ 104.50	\$ 56,743.50	162	705	\$ 16,929.00	707.34	\$ 73,917.03	-	\$ -	707.34	\$ 73,917.03	100.3%
A108	CEMENT CONC. CURB RAMP TYPE PARALLEL	2	EACH	\$ 4,125.00	\$ 8,250.00	-	-	\$ -	2	\$ 8,250.00	-	\$ -	2	\$ 8,250.00	100.0%
A109	CEMENT CONC. DRIVEWAY ENTRANCE TYPE A	160	S.Y.	\$ 88.00	\$ 14,080.00	209	369	\$ 18,392.00	448.51	\$ 39,468.88	-	\$ -	448.51	\$ 39,468.88	121.5%
A110	ASPHALT CONCRETE RAMP	13	S.Y.	\$ 150.00	\$ 1,950.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
A111	TRAINING	1600	HR.	\$ 5.00	\$ 8,000.00	-	-	\$ -	1600	\$ 8,000.00	-	\$ -	1600	\$ 8,000.00	100.0%
A112	ROADSIDE CLEANUP	1	EST.	\$ 35,000.00	\$ 35,000.00	-	-	\$ -	0.506169359	\$ 17,715.93	0.017276286	\$ 604.67	0.523445645	\$ 18,320.60	52.3%
A113	FIELD OFFICE BUILDING	1	L.S.	\$ 20,000.00	\$ 20,000.00	-	-	\$ -	1	\$ 20,000.00	-	\$ -	1	\$ 20,000.00	100.0%
A114	NO TRESPASSING SIGN	4	EACH	\$ 250.00	\$ 1,000.00	-	-	\$ -	4	\$ 1,000.00	-	\$ -	4	\$ 1,000.00	100.0%
A115	HEALTH AND SAFETY PLAN	1	L.S.	\$ 5,000.00	\$ 5,000.00	-	-	\$ -	1	\$ 5,000.00	-	\$ -	1	\$ 5,000.00	100.0%
A116	FA-SITE CLEANUP OF BIO. AND PHYSICAL HAZARDS	1	EST.	\$ 8,000.00	\$ 8,000.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
A117	MINOR CHANGE	1	CALC	\$ 100,000.00	\$ 100,000.00	-	-	\$ -	0.661895	\$ 66,189.50	-	\$ -	0.661895	\$ 66,189.50	66.2%
A120	PARKING IMPROVEMENTS	1	L.S.	\$ 45,000.00	\$ 45,000.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
A123	RECORD DRAWINGS	1	L.S.	\$ 5,000.00	\$ 5,000.00	-	-	\$ -	0.75	\$ 3,750.00	-	\$ -	0.75	\$ 3,750.00	75.0%
A124	RESOLUTION OF UTILITY CONFLICTS	1	EST.	\$ 50,000.00	\$ 50,000.00	-	-	\$ -	0.8732408	\$ 43,662.04	-	\$ -	0.8732408	\$ 43,662.04	87.3%
A125	UTILITY POTHOLING	1	EST.	\$ 20,000.00	\$ 20,000.00	-	-	\$ -	0.8682885	\$ 17,365.77	-	\$ -	0.8682885	\$ 17,365.77	86.8%
A126	RELOCATE EXISTING MAILBOX AND SUPPORT	2	EACH	\$ 400.00	\$ 800.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
A127	JOINT CONDUIT HANGER SYSTEM	1	L.S.	\$ 10,000.00	\$ 10,000.00	-	-	\$ -	1	\$ 10,000.00	-	\$ -	1	\$ 10,000.00	100.0%
A128	NOT USED				\$ -	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	NA
A129	SOIL AMENDMENT	350	C.Y.	\$ 75.00	\$ 26,250.00	20	370	\$ 1,500.00	359	\$ 26,925.00	-	\$ -	359	\$ 26,925.00	97.0%
A130	TOPSOIL TYPE A	10	C.Y.	\$ 110.00	\$ 1,100.00	20	30	\$ 2,200.00	200	\$ 22,000.00	-	\$ -	200	\$ 22,000.00	666.7%
A131	BARK MULCH	25	C.Y.	\$ 80.00	\$ 2,000.00	-	-	\$ -	55	\$ 4,400.00	-	\$ -	55	\$ 4,400.00	220.0%
A132	IRRIGATION SYSTEM	1	L.S.	\$ 17,000.00	\$ 17,000.00	-	-	\$ -	1	\$ 17,000.00	-	\$ -	1	\$ 17,000.00	100.0%
A133	BURIED LOG WITH ROOTWAD	2	EACH	\$ 750.00	\$ 1,500.00	-	-	\$ -	4	\$ 3,000.00	-	\$ -	4	\$ 3,000.00	200.0%
A134	LOG WITH BRANCHES AND ROOTWAD	12	EACH	\$ 750.00	\$ 9,000.00	-	-	\$ -	15	\$ 11,250.00	-	\$ -	15	\$ 11,250.00	125.0%
A135	WET NATIVE SEEDING AND MULCHING	2139	S.Y.	\$ 1.75	\$ 3,743.25	-	-	\$ -	2139	\$ 3,743.25	-	\$ -	2139	\$ 3,743.25	100.0%
A136	DRY NATIVE SEEDING AND MULCHING	1458	S.Y.	\$ 1.75	\$ 2,551.50	-	-	\$ -	1458	\$ 2,551.50	-	\$ -	1458	\$ 2,551.50	100.0%
A137	PSIPE, ABELIA GRANDIFLORA 'KALEIDOSCOPE' / KALEIDOSCOPE ABELIA - 1 GAL.	52	EACH	\$ 15.00	\$ 780.00	-	-	\$ -	41.4	\$ 621.00	4.6	\$ 69.00	46	\$ 690.00	88.5%
A138	PSIPE, BERBERIS DARWINII 'COMPACTA' / DARWIN'S BARBERRY - 1 GAL	18	EACH	\$ 15.00	\$ 270.00	-	-	\$ -	16.2	\$ 243.00	1.8	\$ 27.00	18	\$ 270.00	100.0%
A139	PSIPE, CHAMAECYPARIS NOOTKANTENSIS 'PENDULA' / NOOTKA FALSE CYPRESS - 5'-6'	3	EACH	\$ 385.00	\$ 1,155.00	-	-	\$ -	2.7	\$ 1,039.50	0.3	\$ 115.50	3	\$ 1,155.00	100.0%
A140	PSIPE, COMUS FLORIDA 'WEAVER'S WHITE' / WEAVER'S WHITE FLOWERING DOGWOOD - 1-1/2" CAL.	3	EACH	\$ 385.00	\$ 1,155.00	-	-	\$ -	2.7	\$ 1,039.50	0.3	\$ 115.50	3	\$ 1,155.00	100.0%
A141	PSIPE, COMUS SERICEA / REDTWIG DOGWOOD - 18" LIVE STAKE	656	EACH	\$ 3.25	\$ 2,132.00	61	717	\$ 198.25	590	\$ 1,917.50	199	\$ 646.75	789	\$ 2,564.25	110.0%
A142	PSIPE, EUONYMUS JAPONICUS 'AUREOVARIEGATUS' / GOLD SPOT EUONYMUS - 1 GAL.	55	EACH	\$ 15.00	\$ 825.00	-	-	\$ -	45	\$ 675.00	5	\$ 75.00	50	\$ 750.00	90.9%
A143	PSIPE, LONICERA NITIDA 'RED TIPS' / BOXLEAF HONEYSUCKLE - 2 GAL.	23	EACH	\$ 30.00	\$ 690.00	-	-	\$ -	19.8	\$ 594.00	2.2	\$ 66.00	22	\$ 660.00	95.7%
A144	PSIPE, PSEUDOTSUGA MENZIESII / DOUGLAS FIR - 2 GAL.	24	EACH	\$ 30.00	\$ 720.00	6	30	\$ 180.00	21.6	\$ 648.00	2.4	\$ 72.00	24	\$ 720.00	80.0%

		ORIGINAL CONTRACT				AUTHORIZED CONTRACT REVISIONS			PREVIOUSLY APPROVED		CURRENT REQUEST		TOTAL TO DATE		PERCENT COMPLETE
ITEM NO.	ITEM DESCRIPTION	BID QTY	UNITS	UNIT PRICE	BID AMOUNT	QTY CHANGE	REV QTY	CHANGE AMOUNT	QTY	DOLLAR AMOUNT	QTY	DOLLAR AMOUNT	QTY	DOLLAR AMOUNT	
A145	PSIPE, RHODODENDRON 'SCARLET WONDER' / SCARLET WONDER RHODODENDRON - 24"-36"	3	EACH	\$ 44.00	\$ 132.00	-	-	\$ -	2.7	\$ 118.80	0.3	\$ 13.20	3	\$ 132.00	100.0%
A146	PSIPE, ROSA RUGOSA 'SNOW PAVEMENT' / PAVEMENT ROSE - 1 GAL.	9	EACH	\$ 15.00	\$ 135.00	-	-	\$ -	8.1	\$ 121.50	0.9	\$ 13.50	9	\$ 135.00	100.0%
A147	PSIPE, SALIX LUCIDA SSP. LASIANDRA / PACIFIC WILLOW - 18" LIVE STAKE	515	EACH	\$ 3.25	\$ 1,673.75	-	-	\$ -	564	\$ 1,833.00	52	\$ 169.00	616	\$ 2,002.00	119.6%
A148	PSIPE, SALIX SCOULERIANA / SCOULER'S WILLOW - 18" LIVE STAKE	1,427	EACH	\$ 3.25	\$ 4,637.75	61	1488	\$ 198.25	1384	\$ 4,498.00	257	\$ 835.25	1641	\$ 5,333.25	110.3%
A149	PSIPE, SALIX SITCHENSIS / SITKA WILLOW - 18" LIVE STAKE	771	EACH	\$ 3.25	\$ 2,505.75	-	-	\$ -	794	\$ 2,580.50	52	\$ 169.00	846	\$ 2,749.50	109.7%
A150	PSIPE, THUJA PLICATA / WESTERN RED CEDAR - 2 GAL.	24	EACH	\$ 30.00	\$ 720.00	3	27	\$ 90.00	25.2	\$ 756.00	2.8	\$ 84.00	28	\$ 840.00	103.7%
A151	PSIPE, SYMPHORICARPOS MILLIS / TRAILING SNOWBERRY - 1 GAL.	5	EACH	\$ 15.00	\$ 75.00	-	-	\$ -	2.7	\$ 40.50	0.3	\$ 4.50	3	\$ 45.00	60.0%
A152	SEEDED LAWN INSTALLATION	125	S.Y.	\$ 17.50	\$ 2,187.50	-	-	\$ -	120.5	\$ 2,108.75	-	\$ -	120.5	\$ 2,108.75	96.4%
A153	ILLUMINATION SYSTEM ON BRIDGE, COMPLETE	1	L.S.	\$ 500,000.00	\$ 500,000.00	-	-	\$ -	1	\$ 500,000.00	-	\$ -	1	\$ 500,000.00	100.0%
A154	ILLUMINATION SYSTEM OFF BRIDGE, COMPLETE	1	L.S.	\$ 85,250.00	\$ 85,250.00	-	-	\$ -	1	\$ 85,250.00	-	\$ -	1	\$ 85,250.00	100.0%
A155	CRUSHED SURFACING TOP COURSE	400	C.Y.	\$ 35.00	\$ 14,000.00	-	-	\$ -	198.66	\$ 6,953.10	-	\$ -	198.66	\$ 6,953.10	49.7%
A156	ASBESTOS ABATEMENT	1	EST.	\$ 20,000.00	\$ 20,000.00	-	-	\$ -	1.117828	\$ 22,356.56	-	\$ -	1.117828	\$ 22,356.56	111.8%
A157	DEMOLITION AND REMOVAL OF BUILDINGS	1	L.S.	\$ 30,000.00	\$ 30,000.00	-	-	\$ -	1	\$ 30,000.00	-	\$ -	1	\$ 30,000.00	100.0%
A158	12" x 6" Tapping Sleeve and 6" Valve	0	EACH	\$ 6,000.00	\$ -	1	1	\$ 6,000.00	1	\$ 6,000.00	-	\$ -	1	\$ 6,000.00	100.0%
A159	1.5" Domestic Water Service Connection	0	EACH	\$ 6,105.00	\$ -	1	1	\$ 6,105.00	1	\$ 6,105.00	-	\$ -	1	\$ 6,105.00	100.0%
A160	Utility Service Connection Power	0	L.S.	\$ 63,000.00	\$ -	1	1	\$ 63,000.00	1	\$ 63,000.00	-	\$ -	1	\$ 63,000.00	100.0%
A161	Traffic Control	0	L.S.	\$ 13,160.00	\$ -	1	1	\$ 13,160.00	1	\$ 13,160.00	-	\$ -	1	\$ 13,160.00	100.0%
A162	Survey	0	L.S.	\$ 7,168.00	\$ -	1	1	\$ 7,168.00	1	\$ 7,168.00	-	\$ -	1	\$ 7,168.00	100.0%
A163	Increased Overhead	0	L.S.	\$ 21,000.00	\$ -	1	1	\$ 21,000.00	1	\$ 21,000.00	-	\$ -	1	\$ 21,000.00	100.0%
A164	Remove Drainage Structure	0	EACH	\$ 2,000.00	\$ -	1	1	\$ 2,000.00	1	\$ 2,000.00	-	\$ -	1	\$ 2,000.00	100.0%
A165	CO No. 12 - Anti-Graffiti Coating - Satin Finish	0	L.S.	\$ 43,000.00	\$ -	1	1	\$ 43,000.00	1	\$ 43,000.00	-	\$ -	1	\$ 43,000.00	100.0%
A166	CO No. 13 - Select Clearing and Grubbing	0	EST.	\$ 1,500.00	\$ -	1	1	\$ 1,500.00	1	\$ 1,500.00	-	\$ -	1	\$ 1,500.00	100.0%
A167	CO No. 13 - PSIPE Rosa Gymnocarpa, 1 Gal	0	EA.	\$ 15.00	\$ -	165	165	\$ 2,475.00	165	\$ 2,475.00	-	\$ -	165	\$ 2,475.00	100.0%
A168	CO No. 13 - Dry Native Seed	0	SF.	\$ 0.30	\$ -	1200	1200	\$ 360.00	-	\$ -	-	\$ -	-	\$ -	0.0%
A169	CO No. 13 - Irrigation System, Shoreline Mitigation	0	L.S.	\$ 15,580.00	\$ -	1	1	\$ 15,580.00	1	\$ 15,580.00	-	\$ -	1	\$ 15,580.00	100.0%
A170	CO No. 11 - Irrigation System - Valley Ave & Pacific Ave	0	L.S.	\$ 9,856.00	\$ -	1	1	\$ 9,856.00	1	\$ 9,856.00	-	\$ -	1	\$ 9,856.00	100.0%
A200	CO No. 01 - Add 12' Casings to Pier 2 Shafts	0	EST.	\$ 60,000.00	\$ -	1	1	\$ 60,000.00	0.994434	\$ 59,666.04	-	\$ -	0.994434	\$ 59,666.04	99.4%
A201	CO No. 02 - Modify Work Trestel	0	EST.	\$ 38,500.00	\$ -	1	1	\$ 38,500.00	1	\$ 38,500.00	-	\$ -	1	\$ 38,500.00	100.0%
A202	CO No. 05 - Added Utility Services		LS	\$ 34,730.64		1	1	\$ 34,730.64	1	\$ 34,730.64	-	\$ -	1	\$ 34,730.64	100.0%
A203	CO No. 03 - Gravel Borrow INCL. HAUL, CY		CY	\$ 22.72		500	500	\$ 11,360.00	1002.26	\$ 22,771.35	-	\$ -	1002.26	\$ 22,771.35	200.5%
A204	CO No. 04 - Extend Steel Bridge Rail Anchor Bolts		EST.	\$ 25,000.00		1	1	\$ 25,000.00	0.8205792	\$ 20,514.48	-	\$ -	0.8205792	\$ 20,514.48	82.1%
A205	CO No. 07 - Remove Existing Bridge Sidewalk and Supports		EST.	\$ 37,600.00		1	1	\$ 37,600.00	0.860633777	\$ 32,359.83	-	\$ -	0.860633777	\$ 32,359.83	86.1%
A206	CO No. 08 - Install Revised Storm Drain DR3-SD6 to DR3-SD9		EST.	\$ 58,700.00		1	1	\$ 58,700.00	1.007673593	\$ 59,150.44	-	\$ -	1.007673593	\$ 59,150.44	100.8%
A207	CO No. 09- Approach Slab Rebar		EST.	\$ 47,348.00		1	1	\$ 47,348.00	1	\$ 47,348.00	-	\$ -	1	\$ 47,348.00	100.0%
SCHEDULE A TOTAL - Roadway & Bridge					\$ 11,199,784.65			\$ 621,507.43		\$ 11,330,012.35		\$ 3,079.87		\$ 11,333,092.22	95.7%
SCHEDULE A STORM															
A18	CATCH BASIN TYPE 1	6	EACH	\$ 1,640.00	\$ 9,840.00	4	10	\$ 6,560.00	10	\$ 16,400.00	-	\$ -	10	\$ 16,400.00	100.0%
A19	CATCH BASIN TYPE 2 48 IN. DIAM.	7	EACH	\$ 3,020.00	\$ 21,140.00	-	-	\$ -	6	\$ 18,120.00	-	\$ -	6	\$ 18,120.00	85.7%
A20	CATCH BASIN TYPE 2 54 IN. DIAM. (CO 8)	4	EACH	\$ 4,370.00	\$ 17,480.00	-3	1	\$ (13,110.00)	1	\$ 4,370.00	-	\$ -	1	\$ 4,370.00	100.0%
A21	COMBINATION INLET	2	EACH	\$ 1,055.00	\$ 2,110.00	-	-	\$ -	2	\$ 2,110.00	-	\$ -	2	\$ 2,110.00	100.0%
A22	TESTING STORM SEWER PIPE	736	L.F.	\$ 4.00	\$ 2,944.00	-	-	\$ -	564	\$ 2,256.00	-	\$ -	564	\$ 2,256.00	76.6%
A23	DUCKBILL CHECK VALVE	1	EACH	\$ 9,800.00	\$ 9,800.00	-	-	\$ -	1	\$ 9,800.00	-	\$ -	1	\$ 9,800.00	100.0%
A25	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	517	L.F.	\$ 48.15	\$ 24,893.55	283	800	\$ 13,626.45	677	\$ 32,597.55	-	\$ -	677	\$ 32,597.55	84.6%
A26	CORRUGATED POLYETHYLENE STORM SEWER PIPE 18 IN. DIAM.	96	L.F.	\$ 79.10	\$ 7,593.60	-	-	\$ -	96	\$ 7,593.60	-	\$ -	96	\$ 7,593.60	100.0%
A27	CORRUGATED POLYETHYLENE STORM SEWER PIPE 24 IN. DIAM. (CO 8)	91	L.F.	\$ 100.00	\$ 9,100.00	-76	15	\$ (7,600.00)	23	\$ 2,300.00	-	\$ -	23	\$ 2,300.00	153.3%
A28	WETLAND BIOFILTRATION UNIT	1	L.S.	\$ 34,300.00	\$ 34,300.00	-	-	\$ -	1	\$ 34,300.00	-	\$ -	1	\$ 34,300.00	100.0%
A29	TEMPORARY STORMWATER BYPASS	1	L.S.	\$ 15,000.00	\$ 15,000.00	-	-	\$ -	1	\$ 15,000.00	-	\$ -	1	\$ 15,000.00	100.0%
A30	MANHOLE 48 IN. DIAM. TYPE	2	EACH	\$ 3,755.00	\$ 7,510.00	-	-	\$ -	2	\$ 7,510.00	-	\$ -	2	\$ 7,510.00	100.0%
A69	ESC LEAD	514	DAY	\$ 50.00	\$ 25,700.00	-	-	\$ -	126	\$ 6,300.00	-	\$ -	126	\$ 6,300.00	24.5%
A70	SILT FENCE	855	L.F.	\$ 8.00	\$ 6,840.00	-	-	\$ -	1230	\$ 9,840.00	-	\$ -	1230	\$ 9,840.00	143.9%
A73	INLET PROTECTION	31	EA	\$ 100.00	\$ 3,100.00	-	-	\$ -	37	\$ 3,700.00	-	\$ -	37	\$ 3,700.00	119.4%
A74	WATTLE	348	L.F.	\$ 7.00	\$ 2,436.00	-	-	\$ -	1847	\$ 12,929.00	-	\$ -	1847	\$ 12,929.00	530.7%
A75	COIR FABRIC	72	S.Y.	\$ 10.00	\$ 720.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
A76	EROSION/WATER POLLUTION CONTROL	1	EST.	\$ 140,000.00	\$ 140,000.00	-	-	\$ -	0.375910915	\$ 52,627.53	-	\$ -	0.375910915	\$ 52,627.53	37.6%
A77	BIODEGRADABLE EROSION CONTROL BLANKET	1627	S.Y.	\$ 5.50	\$ 8,948.50	-	-	\$ -	2700	\$ 14,850.00	-	\$ -	2700	\$ 14,850.00	165.9%
A118	SPCC PLAN	1	L.S.	\$ 5,000.00	\$ 5,000.00	-	-	\$ -	1	\$ 5,000.00	-	\$ -	1	\$ 5,000.00	100.0%
A119	CONNECTION TO DRAINAGE STRUCTURE	2	EACH	\$ 1,000.00	\$ 2,000.00	-	-	\$ -	3	\$ 3,000.00	-	\$ -	3	\$ 3,000.00	150.0%
A121	TEMPORARY PUMP AND PIPING FOR CONSTRUCTION DEWATERING	1	L.S.	\$ 10,000.00	\$ 10,000.00	-	-	\$ -	1	\$ 10,000.00	-	\$ -	1	\$ 10,000.00	100.0%
A122	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	1	L.S.	\$ 5,000.00	\$ 5,000.00	-	-	\$ -	1	\$ 5,000.00	-	\$ -	1	\$ 5,000.00	100.0%
SCHEDULE A STORM TOTAL					\$ 371,455.65			\$ (523.55)		\$ 275,603.68		\$ -		\$ 275,603.68	74.3%
SCHEDULE A SEWER															
A24	DUCTILE IRON SEWER PIPE 24 IN. DIAM. (CO 8)	32	L.F.	\$ 200.00	\$ 6,400.00	-32	0	\$ (6,400.00)	-	\$ -	-	\$ -	-	\$ -	NA
A31	DUCTILE IRON SEWER PIPE 6 IN. DIAM.	70	L.F.	\$ 52.25	\$ 3,657.50	-	-	\$ -	79	\$ 4,127.75	-	\$ -	79	\$ 4,127.75	112.9%
A32	TESTING SEWER PIPE	70	L.F.	\$ 4.00	\$ 280.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
SCHEDULE A SEWER TOTAL					\$ 10,337.50			\$ (6,400.00)		\$ 4,127.75		\$ -		\$ 4,127.75	104.8%

		ORIGINAL CONTRACT				AUTHORIZED CONTRACT REVISIONS			PREVIOUSLY APPROVED		CURRENT REQUEST		TOTAL TO DATE		PERCENT COMPLETE
ITEM NO.	ITEM DESCRIPTION	BID QTY	UNITS	UNIT PRICE	BID AMOUNT	QTY CHANGE	REV QTY	CHANGE AMOUNT	QTY	DOLLAR AMOUNT	QTY	DOLLAR AMOUNT	QTY	DOLLAR AMOUNT	
SCHEDULE B															
B1	BRIDGE VIEWPOINT DECORATIVE PAVING	1	L.S.	\$ 7,500.00	\$ 7,500.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
B2	BENCH	1	EACH	\$ 3,500.00	\$ 3,500.00	-	-	\$ -	1	\$ 3,500.00	-	\$ -	1	\$ 3,500.00	100.0%
B3	TRASH RECEPTACLE	1	EACH	\$ 3,000.00	\$ 3,000.00	-	-	\$ -	1	\$ 3,000.00	-	\$ -	1	\$ 3,000.00	100.0%
B4	SOIL AMENDMENT	36	C.Y.	\$ 75.00	\$ 2,700.00	-	-	\$ -	36	\$ 2,700.00	-	\$ -	36	\$ 2,700.00	100.0%
B5	TOPSOIL TYPE A	3	C.Y.	\$ 110.00	\$ 330.00	-	-	\$ -	10	\$ 1,100.00	-	\$ -	10	\$ 1,100.00	333.3%
B6	BARK MULCH	14	C.Y.	\$ 80.00	\$ 1,120.00	-	-	\$ -	30	\$ 2,400.00	-	\$ -	30	\$ 2,400.00	214.3%
B7	PSIPE, ACER CIRCINATUM / VINE MAPLE - 7'-8'	2	EACH	\$ 385.00	\$ 770.00	-	-	\$ -	3	\$ 1,155.00	-	\$ -	3	\$ 1,155.00	150.0%
B8	PSIPE, ATHYNIUM FILIX-FEMINA / LADY FERN - 1 GAL.	48	EACH	\$ 15.00	\$ 720.00	-	-	\$ -	32	\$ 480.00	-	\$ -	32	\$ 480.00	66.7%
B9	PSIPE, BERBERIS DARWINII 'COMPACTA' / DARWIN'S BARBERRY - 1 GAL	21	EACH	\$ 15.00	\$ 315.00	-	-	\$ -	16	\$ 240.00	-	\$ -	16	\$ 240.00	76.2%
B10	PSIPE, COMUS FLORIDA 'WEAVER'S WHITE' / WEAVER'S WHITE FLOWERING DOGWOOD 1-1/2" CAL.	3	EACH	\$ 385.00	\$ 1,155.00	-	-	\$ -	2	\$ 770.00	-	\$ -	2	\$ 770.00	66.7%
B11	PSIPE, LONICERA NITIDA 'RED TIPS' / BOXLEAF HONEYSUCKLE - 1 GAL	24	EACH	\$ 15.00	\$ 360.00	-	-	\$ -	24	\$ 360.00	-	\$ -	24	\$ 360.00	100.0%
B12	PSIPE, ROSA RUGOSA 'SNOW PAVEMENT' / PAVEMENT ROSE - 1 GAL.	18	EACH	\$ 15.00	\$ 270.00	-	-	\$ -	13	\$ 195.00	-	\$ -	13	\$ 195.00	72.2%
B13	PSIPE, SEQUOIADENDRON GIGANTEUM / GIANT SEQUOIA - 9'-10'	1	EACH	\$ 425.00	\$ 425.00	-	-	\$ -	1	\$ 425.00	-	\$ -	1	\$ 425.00	100.0%
B14	SEEDED LAWN INSTALLATION	270	S.Y.	\$ 17.50	\$ 4,725.00	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
B15	HISTORIC BRIDGE PIECE	1	L.S.	\$ 52,575.00	\$ 52,575.00	-	-	\$ -	1	\$ 52,575.00	-	\$ -	1	\$ 52,575.00	100.0%
B16	LANTERN	4	EACH	\$ 7,000.00	\$ 28,000.00	-	-	\$ -	4	\$ 28,000.00	-	\$ -	4	\$ 28,000.00	100.0%
B17	HISTORIC PEDESTRIAN RAILING	1	L.S.	\$ 22,600.00	\$ 22,600.00	-	-	\$ -	1	\$ 22,600.00	-	\$ -	1	\$ 22,600.00	100.0%
B18	PARK PERMEABLE PAVING	385	S.F.	\$ 20.00	\$ 7,700.00	-	-	\$ -	385	\$ 7,700.00	-	\$ -	385	\$ 7,700.00	100.0%
SCHEDULE B TOTAL - Commemorative Park					\$ 137,765.00			\$ -		\$ 127,200.00		\$ -		\$ 127,200.00	92.3%
SCHEDULE C															
C1	MOBILIZATION	1	L.S.	\$ 0.01	\$ 0.01	-	-	\$ -	1	\$ 0.01	-	\$ -	1	\$ 0.01	100.0%
C2	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	L.S.	\$ 500.00	\$ 500.00	-	-	\$ -	1	\$ 500.00	-	\$ -	1	\$ 500.00	100.0%
C3	GATE VALVE 6 IN.	1	EACH	\$ 810.00	\$ 810.00	-	-	\$ -	1	\$ 810.00	-	\$ -	1	\$ 810.00	100.0%
C4	GATE VALVE 12 IN.	5	EACH	\$ 2,140.00	\$ 10,700.00	-	-	\$ -	5	\$ 10,700.00	-	\$ -	5	\$ 10,700.00	100.0%
C5	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	1	EACH	\$ 4,160.00	\$ 4,160.00	-	-	\$ -	1	\$ 4,160.00	-	\$ -	1	\$ 4,160.00	100.0%
C6	MOVING EXISTING HYDRANTS	1	EACH	\$ 1,820.00	\$ 1,820.00	-	-	\$ -	1	\$ 1,820.00	-	\$ -	1	\$ 1,820.00	100.0%
C7	SERVICE CONNECTION 3/4 IN. DIAM.	3	EACH	\$ 2,370.00	\$ 7,110.00	-	-	\$ -	3	\$ 7,110.00	-	\$ -	3	\$ 7,110.00	100.0%
C8	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	26	L.F.	\$ 147.30	\$ 3,829.80	24	50	\$ 3,535.20	53.5	\$ 7,880.55	-	\$ -	53.5	\$ 7,880.55	107.0%
C9	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	697	L.F.	\$ 147.50	\$ 102,807.50	-	-	\$ -	732	\$ 107,970.00	-	\$ -	732	\$ 107,970.00	105.0%
C10	FLEXIBLE EXPANSION JOINT 12 IN. DIAM.	2	EACH	\$ 18,900.00	\$ 37,800.00	-	-	\$ -	2	\$ 37,800.00	-	\$ -	2	\$ 37,800.00	100.0%
C11	CONNECTION TO EXISTING WATER MAIN	4	EACH	\$ 9,800.00	\$ 39,200.00	-	-	\$ -	4	\$ 39,200.00	-	\$ -	4	\$ 39,200.00	100.0%
C12	NOT USED				\$ -	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	NA
C13	CRUSHED SURFACING TOP COURSE	181	C.Y.	\$ 30.00	\$ 5,430.00	-	-	\$ -	139	\$ 4,170.00	-	\$ -	139	\$ 4,170.00	76.8%
C14	ADJUST VALVE BOX	5	EACH	\$ 400.00	\$ 2,000.00	-	-	\$ -	4	\$ 1,600.00	-	\$ -	4	\$ 1,600.00	80.0%
C15	STRUCTURE EXCAVATION CLASS B INCL. HAUL	280	C.Y.	\$ 12.00	\$ 3,360.00	-	-	\$ -	228.45	\$ 2,741.40	-	\$ -	228.45	\$ 2,741.40	81.6%
C16	SHORING OR EXTRA EXCAVATION CLASS B	3137	S.F.	\$ 0.15	\$ 470.55	-	-	\$ -	1909	\$ 286.35	-	\$ -	1909	\$ 286.35	60.9%
SCHEDULE C SUBTOTAL - Sumner Water					\$ 219,997.86			\$ 3,535.20		\$ 226,748.31		\$ -		\$ 226,748.31	101.4%
SCHEDULE D															
D1	MOBILIZATION	1	L.S.	\$ 0.01	\$ 0.01	-	-	\$ -	1	\$ 0.01	-	\$ -	1	\$ 0.01	100.0%
D2	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	L.S.	\$ 500.00	\$ 500.00	-	-	\$ -	1	\$ 500.00	-	\$ -	1	\$ 500.00	100.0%
D3	BUTTERFLY VALVE 16 IN.	2	EACH	\$ 3,270.00	\$ 6,540.00	-	-	\$ -	2	\$ 6,540.00	-	\$ -	2	\$ 6,540.00	100.0%
D4	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	1	EACH	\$ 4,900.00	\$ 4,900.00	-	-	\$ -	1	\$ 4,900.00	-	\$ -	1	\$ 4,900.00	100.0%
D5	BLOWOFF ASSEMBLY	1	EACH	\$ 4,850.00	\$ 4,850.00	-	-	\$ -	1	\$ 4,850.00	-	\$ -	1	\$ 4,850.00	100.0%
D6	DUCTILE IRON PIPE FOR WATER MAIN 16 IN. DIAM.	559	L.F.	\$ 180.00	\$ 100,620.00	-	-	\$ -	553	\$ 99,540.00	-	\$ -	553	\$ 99,540.00	98.9%
D7	FLEXIBLE EXPANSION JOINT 16 IN. DIAM.	2	EACH	\$ 25,100.00	\$ 50,200.00	-	-	\$ -	2	\$ 50,200.00	-	\$ -	2	\$ 50,200.00	100.0%
D8	CONNECTION TO EXISTING WATER MAIN	2	EACH	\$ 11,900.00	\$ 23,800.00	-	-	\$ -	2	\$ 23,800.00	-	\$ -	2	\$ 23,800.00	100.0%
D9	CRUSHED SURFACING TOP COURSE	90	C.Y.	\$ 30.00	\$ 2,700.00	-	-	\$ -	47.56	\$ 1,426.80	-	\$ -	47.56	\$ 1,426.80	52.8%
D10	ADJUST VALVE BOX	2	EACH	\$ 400.00	\$ 800.00	-	-	\$ -	2	\$ 800.00	-	\$ -	2	\$ 800.00	100.0%
D11	STRUCTURE EXCAVATION CLASS B INCL. HAUL	235	C.Y.	\$ 12.00	\$ 2,820.00	-	-	\$ -	160.42	\$ 1,925.04	-	\$ -	160.42	\$ 1,925.04	68.3%
D12	SHORING OR EXTRA EXCAVATION CLASS B	2724	S.F.	\$ 0.15	\$ 408.60	-	-	\$ -	1042.75	\$ 156.41	-	\$ -	1042.75	\$ 156.41	38.3%
SCHEDULE D SUBTOTAL - Puyallup Water					\$ 198,138.61			\$ -		\$ 194,638.26		\$ -		\$ 194,638.26	98.2%
SCHEDULE E															
E1	MOBILIZATION	1	L.S.	\$ 0.01	\$ 0.01	-	-	\$ -	1	\$ 0.01	-	\$ -	1	\$ 0.01	100.0%
E2	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	1	L.S.	\$ 5,000.00	\$ 5,000.00	-	-	\$ -	1	\$ 5,000.00	-	\$ -	1	\$ 5,000.00	100.0%
E3	JOINT UTILITY TRENCH	1	L.S.	\$ 40,500.00	\$ 40,500.00	-	-	\$ -	1	\$ 40,500.00	-	\$ -	1	\$ 40,500.00	100.0%
E4	DUCTILE IRON CASING PIPE 24 IN DIAM	60	L.F.	\$ 157.50	\$ 9,450.00	-	-	\$ -	31	\$ 4,882.50	-	\$ -	31	\$ 4,882.50	51.7%
E5	DUCTILE IRON CASING PIPE 6 IN DIAM	61	L.F.	\$ 57.20	\$ 3,489.20	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	0.0%
E6	BRIDGE CONUIT - COMCAST	1	L.S.	\$ 7,120.00	\$ 7,120.00	-	-	\$ -	1	\$ 7,120.00	-	\$ -	1	\$ 7,120.00	100.0%
E7	BRIDGE CONDUIT - CITY OF SUMNER	1	L.S.	\$ 14,125.00	\$ 14,125.00	-	-	\$ -	1	\$ 14,125.00	-	\$ -	1	\$ 14,125.00	100.0%
E8	BRIDGE CONDUIT - SPRINT	1	L.S.	\$ 20,850.00	\$ 20,850.00	-	-	\$ -	1	\$ 20,850.00	-	\$ -	1	\$ 20,850.00	100.0%
E9	BRIDGE CONDUIT - VERIZON	1	L.S.	\$ 5,185.00	\$ 5,185.00	-	-	\$ -	1	\$ 5,185.00	-	\$ -	1	\$ 5,185.00	100.0%
E10	BRIDGE CONDUIT - CENTURYLINK	1	L.S.	\$ 19,850.00	\$ 19,850.00	-	-	\$ -	1	\$ 19,850.00	-	\$ -	1	\$ 19,850.00	100.0%
E11	UTILITY CONDUIT INSTALLATION - CITY OF SUMNER	1	L.S.	\$ 19,295.00	\$ 19,295.00	-	-	\$ -	1	\$ 19,295.00	-	\$ -	1	\$ 19,295.00	100.0%
E12	UTILITY JUNCTION BOX INSTALLATION - CITY OF SUMNER	4	EACH	\$ 438.00	\$ 1,752.00	-	-	\$ -	2	\$ 876.00	-	\$ -	2	\$ 876.00	50.0%
E13	UTILITY CONDUIT INSTALLATION - COMCAST	1	L.S.	\$ 10,311.00	\$ 10,311.00	-	-	\$ -	1	\$ 10,311.00	-	\$ -	1	\$ 10,311.00	100.0%

		ORIGINAL CONTRACT				AUTHORIZED CONTRACT REVISIONS			PREVIOUSLY APPROVED		CURRENT REQUEST		TOTAL TO DATE		PERCENT COMPLETE
ITEM NO.	ITEM DESCRIPTION	BID QTY	UNITS	UNIT PRICE	BID AMOUNT	QTY CHANGE	REV QTY	CHANGE AMOUNT	QTY	DOLLAR AMOUNT	QTY	DOLLAR AMOUNT	QTY	DOLLAR AMOUNT	
E14	UTILITY JUNCTION BOX INSTALLATION - COMCAST	2	EACH	\$ 310.00	\$ 620.00	-	-	\$ -	2	\$ 620.00	-	\$ -	2	\$ 620.00	100.0%
E15	UTILITY CONDUIT INSTALLATION - SPRINT	1	L.S.	\$ 17,070.00	\$ 17,070.00	-	-	\$ -	1	\$ 17,070.00	-	\$ -	1	\$ 17,070.00	100.0%
E16	UTILITY CONDUIT INSTALLATION - VERIZON	1	L.S.	\$ 6,677.00	\$ 6,677.00	-	-	\$ -	1	\$ 6,677.00	-	\$ -	1	\$ 6,677.00	100.0%
E17	UTILITY CONDUIT INSTALLATION - CENTURYLINK	1	L.S.	\$ 14,290.00	\$ 14,290.00	-	-	\$ -	1	\$ 14,290.00	-	\$ -	1	\$ 14,290.00	100.0%
SCHEDULE E SUBTOTAL - Franchise Utility					\$ 195,584.21			\$ -		\$ 186,651.51		\$ -		\$ 186,651.51	95.4%
MOH_A24	A24 DUCTILE IRON SEWER PIPE 24 IN. DIAM. - MOH		EST	\$ 2,168.06		1	1	\$ 2,168.06	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_A31	A31 DUCTILE IRON SEWER PIPE 6 IN. DIAM. - MOH		EST	\$ 1,005.28		1	1	\$ 1,005.28	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_A33	A33 SUPERSTRUCTURE - BRIDGE STREET BRIDGE - MOH		EST	\$ 406,477.96		1	1	\$ 406,477.96	-	\$ -	-	\$ -	0	\$ -	0.0%
MOH_A37	A37 ST. REINF. BAR FOR BRIDGE - MOH		EST	\$ 32,081.82		1	1	\$ 32,081.82	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_A42	BRIDGE APPROACH SLAB - MOH		EST	\$ 11,560.10		1	1	\$ 11,560.10	0.0	\$ -	-	\$ -	-	\$ -	0.0%
MOH_A43	CONSTRUCTING 6.5 FT. DIAM SHAFT - MOH		EST	\$ 67,603.97		1	1	\$ 67,603.97	0.0	\$ -	-	\$ -	-	\$ -	0.0%
MOH_A44	CONSTRUCTING 10 FT. DIAM SHAFT - MOH		EST	\$ 4,458.62		1	1	\$ 4,458.62	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_A46	REINF BAR FOR RETAINING WALL		EST	\$ 1,492.30		1	1	\$ 1,492.30	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_A49	FURNISHING SOLDIER PILE W18X211 - MOH		EST	\$ 107,100.00		1	1	\$ 107,100.00	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_A50	FURNISHING SOLDIER PILE W18X130 - MOH		EST	\$ 17,270.00		1	1	\$ 17,270.00	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_A51	FURNISHING SOLDIER PILE W12X40 - MOH		EST	\$ 13,024.80		1	1	\$ 13,024.80	-	\$ -	0	\$ -	-	\$ -	0.0%
MOH_A54	FASCIA WALL		EST	\$ 2,176.00		1	1	\$ 2,176.00	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_A127	JOINT CONDUIT HANGER SYSTEM - MOH		EST	\$ 12,750.00		1	1	\$ 12,750.00	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_A132	A132 Irrigation System		LS	\$ 17,000.00		1	1	\$ 17,000.00	0.34197	\$ 5,813.49	0.0	\$ -	-	\$ -	0.0%
MOH_A153	A153 ILLUMINATION SYSTEM ON BRIDGE, COMPLETE - MOH		EST	\$ 54,494.55		1	1	\$ 54,494.55	0	\$ 0.00419	0	\$ -	-	\$ -	0.0%
MOH_A154	A154 ILLUMINATION SYSTEM OFF BRIDGE, COMPLETE - MOH		EST	\$ 4,515.00		1	1	\$ 4,515.00	-	\$ -	0	\$ -	-	\$ -	0.0%
MOH_A28	A28 BIOFILTRATION UNIT		EST	\$ 21,034.70					-	\$ -	-	\$ -	-	\$ -	NA
MOH SCHEDULE A SUBTOTAL					\$ -			\$ 755,178.46		\$ 5,813.49		\$ -		\$ -	
MOH_C8	C8 DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM. - MOH		EST	\$ 343.64		1	1	\$ 343.64	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_C9	C9 DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM. - MOH		EST	\$ 26,691.52		1	1	\$ 26,691.52		\$ (0.00)	-	\$ -	-	\$ -	0.0%
MOH_C10	C10 FLEXIBLE EXPANSION JOINT 12 IN. DIAM. - MOH		EST	\$ 24,923.04		1	1	\$ 24,923.04	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH SCHEDULE C SUBTOTAL					\$ -			\$ 51,958.20		\$ -		\$ -		\$ -	
MOH_D3	D3 BUTTERFLY VALVE 16 IN. - MOH		EST	\$ 3,559.33		1	1	\$ 3,559.33	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_D5	D5 Blowoff Assembly - MOH		EST	\$ 3,051.08		1	1	\$ 3,051.08	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_D6	D6 DUCTILE IRON PIPE FOR WATER MAIN 16 IN. DIAM. - MOH		EST	\$ 32,270.38		1	1	\$ 32,270.38	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_D7	D7 FLEXIBLE EXPANSION JOINT 16 IN. DIAM. - MOH		EST	\$ 36,754.86		1	1	\$ 36,754.86	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_D8	D8 CONNECTION TO EXISTING WATER MAIN		EST	\$ 7,319.87		1	1	\$ 7,319.87	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH SCHEDULE D SUBTOTAL					\$ -			\$ 82,955.52		\$ -		\$ -		\$ -	
MOH_E4	E4 DUCTILE IRON CASING PIPE 24 IN DIAM - MOH		EST	\$ 4,307.40		1	1	\$ 4,307.40	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_E5	E5 DUCTILE IRON CASING PIPE 6 IN DIAM - MOH		EST	\$ 805.81		1	1	\$ 805.81	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_E6	E6 BRIDGE CONUIT - COMCAST - MOH		EST	\$ 1,214.00		1	1	\$ 1,214.00	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_E7	E7 BRIDGE CONDUIT - CITY OF SUMNER - MOH		EST	\$ 2,428.95		1	1	\$ 2,428.95	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_E8	E8 BRIDGE CONDUIT - SPRINT - MOH		EST	\$ 4,452.98		1	1	\$ 4,452.98	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_E9	E9 BRIDGE CONDUIT - VERIZON - MOH		EST	\$ 590.00		1	1	\$ 590.00	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH_E10	E10 BRIDGE CONDUIT - CENTURYLINK - MOH		EST	\$ 2,360.02		1	1	\$ 2,360.02	-	\$ -	-	\$ -	-	\$ -	0.0%
MOH SCHEDULE E SUBTOTAL					\$ -			\$ 16,159.16		\$ -		\$ -		\$ -	
MOH TOTAL								\$ 906,251.34		\$ 5,813.49		\$ -		\$ -	
PAY ESTIMATE TOTALS															
SCHEDULE A TOTAL - Bridge & Roadway					\$ 11,199,784.65			\$ 621,507.43		\$ 11,330,012.35		\$ 3,079.87		\$ 11,333,092.22	95.7%
SCHEDULE A STORM TOTAL					\$ 371,455.65			\$ -		\$ 275,603.68		\$ -		\$ 275,603.68	74.2%
SCHEDULE A SEWER TOTAL					\$ 10,337.50			\$ -		\$ 4,127.75		\$ -		\$ 4,127.75	39.9%
SCHEDULE B TOTAL - Commemorative Park					\$ 137,765.00			\$ -		\$ 127,200.00		\$ -		\$ 127,200.00	92.3%
SCHEDULE C SUBTOTAL - Sumner Water					\$ 219,997.86			\$ -		\$ 226,748.31		\$ -		\$ 226,748.31	103.1%
WASHINGTON STATE SALES TAX - 9.3%					\$ 20,459.80			\$ -		\$ 21,087.59		\$ -		\$ 21,087.59	103.1%
SCHEDULE C SUBTOTAL + SALES TAX					\$ 240,457.66			\$ -		\$ 247,835.90		\$ -		\$ 247,835.90	103.1%
SCHEDULE D SUBTOTAL - Puyallup Water					\$ 198,138.61			\$ -		\$ 194,638.26		\$ -		\$ 194,638.26	98.2%
WASHINGTON STATE SALES TAX - 9.3%					\$ 18,426.89			\$ -		\$ 18,101.36		\$ -		\$ 18,101.36	98.2%
SCHEDULE D SUBTOTAL + SALES TAX					\$ 216,565.50			\$ -		\$ 212,739.62		\$ -		\$ 212,739.62	98.2%
SCHEDULE E SUBTOTAL - Franchise Utilities					\$ 195,584.21			\$ -		\$ 186,651.51		\$ -		\$ 186,651.51	95.4%
WASHINGTON STATE SALES TAX - 9.3%					\$ 18,189.33			\$ -		\$ 17,358.59		\$ -		\$ 17,358.59	95.4%
SCHEDULE E SUBTOTAL + SALES TAX					\$ 213,773.54			\$ -		\$ 204,010.10		\$ -		\$ 204,010.10	95.4%
MOH TOTAL										\$ -		\$ -		\$ -	
CONTRACT TOTAL					\$ 12,390,139.50			\$ 621,507.43							
TOTAL AMOUNT THIS ESTIMATE										\$ 12,401,529.42		\$ 3,079.87		\$ 12,404,609.29	NA

NOTES:

Public Works - Project Completion Report

Project Title:	Birdge Street Bridge Replacement
Project Number:	CIP 13-01
Project Manager	Andrew Leach

City Council Authorization (if required)		
Contract Type	Auth Date	Auth Amount
Design Phase 1	3/27/2013	\$ 1,129,695.00
Design Phase 2 (Supp. 1)	10/27/2014	\$ 1,123,668.00
Design Phase 2/ROW (Supp. 2)	2/16/2016	\$ 90,893.00
ROW (Supp. 3 & 4)	1/5/2017	\$ 16,887.42
Construction	8/7/2017	\$ 12,390,139.50
Construction Engineering (Supp. 4, 10, & 11)	3/2/2017	\$ 2,195,290.00
Total Amount Authorized		\$ 16,946,572.92

Project Financing Summary

Project Revenue Source

City Funding Source(s)

Fund	320	Enter fund
Budgeted Amount		
2012-2021	\$ 3,455,456	32059531.563506
Total Budget	\$ 3,455,456	

Other Funding Source(s)

Agency	STP	Enter granting/lending agency
Contract Number	LA-8211	Enter agreement number
Grant/Loan Amount	\$ 1,500,000	Enter awarded amount
Agency	BRAC	Enter granting/lending agency
Contract Number	LA-8211	Enter agreement number
Grant/Loan Amount	\$ 11,900,000	Enter awarded amount
Agency	TIB	Enter granting/lending agency
Contract Number	8-1-131(007)-1	Enter agreement number
Grant/Loan Amount	\$ 1,530,236	Enter awarded amount

Total Funding Sources \$ 18,385,692.05 Calculated

Construction Summary*Signature on this section constitutes contract acceptance*

Construction		
Engineer's Estimate	\$ 10,963,530	Enter engineer's estimate from bid
Low Bid/Contract	12,390,139.50	Enter low bid amount
Change Order 1	60,000.00	Enter change order (if applicable))
Change Order 2	38,500.00	Enter change order (if applicable))
Change Order 3	-	Enter change order (if applicable))
Change Order 4	25,000.00	Enter change order (if applicable))
Change Order 5	34,730.64	Enter change order (if applicable))
Change Order 6	-	Enter change order (if applicable))
Change Order 7	37,600.00	Enter change order (if applicable))

Change Order 8	58,700.00	Enter change order (if applicable))
Change Order 9	47,348.00	Enter change order (if applicable))
Change Order 10	276,673.74	Enter change order (if applicable))
Change Order 11	9,856.00	Enter change order (if applicable))
Change Order 12	43,400.00	Enter change order (if applicable))
Change Order 13	30,062.50	Enter change order (if applicable))
Change Order 14	-	Enter change order (if applicable))
Total Ending Contract Amount	\$ 13,052,010	Calculated
Total Expended	12,404,609.29	
% Variance from Council Award	0.1%	
Signature		
Title		
Date		

Project Expenditures

Preliminary Engineering/Design	\$ 2,198,763.63
ROW	\$ 56,192.29
Construction	12,404,609.29
Construction Engineering	2,195,283.51
Staff Time	239,078.68
Other Expenses	707,490.16
Total Project Cost	\$ 17,801,417.56

Summary

Total Project	
Authorized Budget	\$ 18,385,692
Total City Funds utilized	\$ 2,871,182
Total Other Funding	\$ 14,930,236
Total (Under) / Over Budget	\$ (584,274)

Authorized by Council

Contract Type	Authorized	Actual	Variance
Preliminary Engineering/ROW	\$ 2,361,143	\$ 2,254,956	\$ (106,187)
Construction	13,052,010	12,404,609	(647,401)
Construction Engineering	2,195,290	2,195,284	(6)
Total Amount Authorized	\$ 17,608,444	\$ 16,854,849	\$ (753,595)

Reviewed by:

PW Project Manager

Reviewed by:

Finance Department

SUBJECT: Pandemic Policy Update

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Sumner Pandemic Policy (Updated)
-

STAFF CONTACT: Jason Wilson, City Administrator, Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

As the magnitude of the COVID-19 pandemic evolves, the City finds it necessary to occasionally update our Pandemic Response Policy. This update incorporates additional incentives for employees who receive a booster vaccination, including an additional floating holiday as well as emergency sick leave if the employee contracts COVID-19. These changes are consistent with the latest CDC guidance that has changed the isolation and quarantine requirements based on whether or not an employee is boosted versus vaccinated or unvaccinated. A provision was added to provide greater flexibility for payment plans related to past due utility accounts. The additional flexibility allows customers to enter into a payment plan arrangement after disconnection provided that they make a payment equal to two months of service. This provision has a sunset date of March 31, 2022. Additionally, large sections of the policy were removed related to phased reopening and public access restrictions as they are no longer applicable. Staff will also provide the Council with an update on current operational impacts and future considerations for in-person council meetings.

The Sumner Municipal Code allows the Mayor to set rules and regulations governing the response to the emergency. Such rules must be ratified by the full council.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 2/14/2022

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to adopt the Pandemic Policy as amended on February 3, 2022.



RULES AND REGULATIONS GOVERNING COVID-19 PANDEMIC

Updated February 3, 2022

- i. PURPOSE: Following a Proclamation of Emergency, and pursuant to the City's Emergency Management Policy (SMC 2.76) and the powers vested in the Mayor following a Declaration of Emergency, this policy was created to provide guidance in response to the COVID-19 Pandemic as it impacts operations of the City of Sumner and pose a risk to staff and the community at large. These rules are specific to this instance, are subject to revision at the Mayor's discretion, and shall not be interpreted to set any precedent the emergency or disaster for which they are specifically implemented.

- ii. SCOPE: This policy applies to all City of Sumner departments and employees, irrespective of exempt or non-exempt status or membership in any union within the City of Sumner.

- iii. DEFINITIONS:
 - A. City Hall Public Access Restrictions: the closure of City Hall and all other City Facilities from public access but shall not mean the closure of business operations inside City Facilities or the City.
 - B. Pandemic: a disease that is prevalent over a region, country, or the world as declared by any national, state or local health department (see 6A below).
 - C. Non-Pharmaceutical Intervention (NPI): Actions apart from getting vaccinated and taking medicine, that people and communities can take to help slow the spread of illness.
 - D. Fully Vaccinated: People are considered fully vaccinated against COVID-19 two (2) weeks after their second dose in a 2-dose series, such as the Pfizer-BioNTech or Moderna vaccines, or two (2) weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine.
 - E. Face Covering: A covering that: (1) completely covers the nose and mouth; (2) is made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source); (3) is secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they should have two layers of fabric or be folded to make two layers (or as recommended by the Department of Health or CDC); (4) fits snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and (5) is a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. This definition of face covering allows various types of masks including clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet this definition and which may be used to facilitate communication with people who are hearing impaired or others who need to see a speaker's mouth or facial expressions to understand speech or sign language, respectively. Face coverings can be manufactured or homemade, and they can incorporate a variety of designs, structures, and materials. Face coverings provide variable levels of protection based on their design and construction. **Employees are strongly encouraged to wear face coverings that provide a higher level of protection including but not limited to N95, KN95 or surgical masks.**

iv. REFERENCES:

- A. Chapter 7.05 RCW – Local Health Departments
- B. Chapter 7.08 RCW – Combined City-County Health Departments
- C. Chapter 70.26 RCW – Pandemic Influenza Preparedness
- D. Chapter 2.76 SMC – Emergency Management
- E. City of Sumner Comprehensive Emergency Management Plan (2013)
- F. City of Sumner Personnel Policies
- G. Washington Department of Health: doh.wa.gov
- H. Tacoma Pierce County Health Department: tpchd.org

- v. POLICY:** It is the policy of the City of Sumner to take all appropriate measures needed to address a pandemic. Protecting the community and City staff are the top priority and this policy establishes some of the actions that may be taken, and the authority granted to address a pandemic.

- vi. PROCEDURES:** The following procedures are created to minimize disease exposure and maintain continuity of City operations in the event that a pandemic becomes a threat to City employees, their families, and the community at large.

- A. Declaration of Pandemic: Public health professionals at organizations such as the Centers for Disease Control and Prevention (CDC), Washington State Public Health Department, and/or Tacoma/Pierce County Health Department may declare that a pandemic or related public health emergency exists. Such declarations may contain instructions to both private and public sector entities which will be followed by the City as applicable.

- B. All employees will be required to comply with any personal protective equipment requirements as outlined by any federal, state or local health official or authority. Employees who do not feel comfortable following requirements should request a medical accommodation through Human Resources which will require a doctor's certification per City of Sumner Personnel Policy sections 2.2.1 – 2.2.3.

- C. During times of Declaration of Pandemic:

- i. Employees who have a communicable illness or are experiencing flu-like symptoms are encouraged to stay home, take accrued leave and consult their physician.
 - a. If an employee receives a positive COVID-19 diagnosis, either through a test or through a healthcare provider, the employee shall follow isolation guidelines established by the CDC. If the employee receives the diagnosis while at work, they shall immediately notify their supervisor and leave work.
 - b. Positive cases, close contact exposures and probable cases must be reported to Human Resources and should include:
 - Date symptom onset or exposure.
 - Test date.
 - Date employee was last at a City Facility.
 - Who employee was in contact with in the prior week.
 - Exposure to any positive cases that the employee is aware of.

- ii. Employees reporting to work who exhibit symptoms of a communicable illness will be sent home by a supervisor after consultation with the HR Department, and encouraged to consult their physician. The employee shall be required to utilize accrued leave, if any, pursuant to the Personnel Policies or applicable collective bargaining agreement if they are sent home due to symptoms of an illness.
- iii. If the illness of an employee or member of an employee's household interferes with reporting to work in a timely manner, the employee is responsible for notifying their supervisor pursuant to the provisions of the Personnel Policies or applicable collective bargaining agreement. Employees must not return to work until they have been free of illness symptoms (fever, chills, sore throat, loss of taste or smell etc.) following the current CDC or Health Department guidelines.
- iv. Employees are required to utilize their accrued sick or vacation leave, compensatory time, floating holidays, management leave, banked holiday leave or any other paid leave accrued by the employee while recovering from or caring for a spouse, dependent, or any other covered person recovering from illness, consistent with Section 8.3 of the Personnel Policy.
- v. When traveling internationally, employees are required to follow any local, state, or federal quarantine guidelines before returning to in person work. Employees are required to utilize their accrued sick or vacation leave, compensatory time, floating holidays, management leave, banked holiday leave or any other paid leave accrued by the employee while on travel related quarantine.
- vi. When quarantine of an employee is ordered by State or County Health Officials due to a pandemic illness, any accrued leave may be taken for the period of quarantine.
- vii. Employees who stay home due to the closure of a dependent's school or childcare facility for a health reason shall be permitted to use any accrued leave consistent with Section 8.3 of the Personnel Policy).
- viii. Employees who have exhausted all accrued leave of any type to cover their pandemic related absence may be eligible for Shared Leave as outlined in Section 8.6 of the Personnel Policy. Alternatively, employees who have exhausted all accrued leave may elect to take leave without pay (LWP) for a pandemic related absence with pre-approval from the City Administrator consistent with Section 8.12 of the Personnel Policy.
- ix. At the Discretion of the Mayor, City Administrator or their designee, City Hall may alter its business practices, hours of business, and services provided. Examples of potential measures that could be taken include but are not limited to:
 - a. The City may implement temporary emergency procedures to minimize in-person contact between employees. Such measures may include

greater use of e-mail, phone, and teleconferences as opposed to in-person meetings and contact.

- b. **Reduced Counter Service:** The City may alter how it conducts business with the public by limiting or halting services at counters/areas of the City Hall and other facilities where front-line services are typically provided.
- c. **Telecommuting:** The Mayor, City Administrator or their designee shall have the authority to set the minimum and maximum number of weekly telework shifts. All other provisions of the City's Telework Policy shall remain in place including the requirement to complete a Telework Authorization and Agreement form.
- x. **City Facility Public Access:** To increase physical distancing, customers will continue to be encouraged to conduct city business over the phone or online. If a customer is exhibiting cold/flu symptoms they will be asked to leave, and services will be provided in some other manner. Customers allowed into City facilities will be required to maintain proper physical distancing techniques while receiving service and will be required to comply with any personal protective equipment requirements as outlined by any federal, state or local health official or authority.
 - a. **Operating Hours:**
City Hall will be open four days a week,
Monday-Thursday 8:00am – 5:00pm.

Remote services available:
Monday-Thursday 7:30am – 5:30pm and
Friday 7:30am - 4:30pm.
The Mayor may adjust this schedule based on staffing needs.
- xi. **Workplace Modifications:**
 - a. Signage will be placed throughout city facilities reminding employees and citizens to follow proper physical distancing guidelines.
 - b. Temporary "occupancy" restrictions may be established for common areas such as conference rooms, community work areas and employee breakrooms.
 - c. Employees will be encouraged to hold meetings virtually and eat lunch at their own workspaces.
 - d. Temporary protective barriers will be installed at customer facing counters to provide an additional level of safety for those employees dealing directly with the public.
 - e. Employees will be encouraged to wash their hands throughout the workday.
 - f. Employees will be responsible for wiping down their workplace at least once per day.
 - g. Employees using "pooled" vehicles will be required to wipe down touched surfaces with provided disinfectant wipes or spray.

- h. Only with supervisor approval should more than one employee be allowed in a vehicle at the same time. When multiple employees are required to share a vehicle, they should be wearing an N95 or Kn95 style mask with the windows down to increase ventilation.

vii. VACCINATION POLICY:

- A. **Primary Doses:** The City will not require, but highly encourages employees to receive the Coronavirus vaccine. To incentivize employee vaccinations, any employee who provides Human Resources proof (as outlined in section vii.c) of an initial dose will receive one additional eight (8) hour floating holiday. Part-time employees would receive a prorated portion of eight (8) hours. The floating holiday must be used by the end of 2022. Unused floating holiday time will be forfeited to the City. Upon separation the floating holiday shall not be paid out. Use should be scheduled in advance and is subject to approval by the employee's supervisor.
- B. **Booster Dose:** The City will not require, but highly encourages employees to receive the Coronavirus booster vaccine. To incentivize employee vaccinations, any employee who provides Human Resources proof (as outlined in section vii.c) of booster dose will receive one additional eight (8) hour floating holiday. Part-time employees would receive a prorated portion of eight (8) hours. The floating holiday must be used by the end of 2022. Unused floating holiday time will be forfeited to the City. Upon separation the floating holiday shall not be paid out. Use should be scheduled in advance and is subject to approval by the employee's supervisor.
- C. **Proof of Vaccination:** Employees must provide proof of vaccination status to Human Resources. The following list includes the acceptable documentation for proof of vaccination:
 - i. the record of immunization from a health care provider or pharmacy;
 - ii. a copy of the U.S. COVID-19 Vaccination Record Card;
 - iii. a copy of medical records documenting the vaccination;
 - iv. a copy of immunization records from a public health, state, or tribal immunization information system; or
 - v. a copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).

To be acceptable as proof of vaccination, any documentation should generally include the employee's name, type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).

D. Emergency Sick Leave:

Employees who have received both doses of a two-dose series, or one dose of a single-dose series and have provided proof to Human Resources are considered fully vaccinated. Effective January 1, 2022, if a fully vaccinated employee tests positive for COVID-19 and is

required to isolate, the city will provide up to 40 hours of Emergency Sick Leave in order to assist in covering the isolation period. Proof of a positive test must be provided to Human Resources to qualify for the Emergency Sick Leave. If a fully vaccinated employee tests positive more than once, additional Emergency Sick Leave will be provided if proof of a positive test is shown. Emergency Sick Leave is intended to be used immediately following a positive test result. An unused leave will expire once an employee is able to fully return to work.

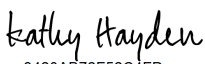
viii. MISCELLANEOUS PROVISIONS

- A. **Special Event Permits:** Staff is authorized to deny a request for a special event permit if the event for which the permit is requested is (1) contrary to public health guidance, (2) in violation of a Governor's order, or (3) when the City or applicant cannot safely accommodate or manage the event, in the sole discretion of the Mayor.
- B. **Temporary Use Permits:** Temporary uses permitted per SMC 18.36.020 for existing eating and drinking establishments shall be allowed to exceed the 3-week limit (SMC 18.36.020.C.) during the scope of the City's pandemic emergency declaration to accommodate new or expanded outdoor seating. All building and fire code requirements must be met. Temporary uses may be allowed in off-street parking areas, provided all established parklet ROW use regulations are met. Temporary uses related to outdoor restaurant seating shall be on the same legal lot as the existing business or may be located offsite only upon proof of authorization of an abutting parcel owner.
- C. **Utility Service Disconnections:** SMC 13.25.350.C requires that when service has been discontinued for nonpayment of bills the account must be paid in full, including all reconnection charges, before service can be restored. Through March 31, 2022, the City wishes to provide increased flexibility as part of its Utility Customer Support Policy which was drafted in response to the Governor's moratorium on utility disconnects. While operating under this emergency policy, customers who have had their utilities disconnected for nonpayment will have services restored provided they pay a minimum of two (2) month's outstanding charges and register for an approved Utility Payment Plan.
- D. **Late Fee/Penalty Waivers:**
 - i. **Property Leases:** The City currently leases City-owned property to a number of small businesses that may be negatively impacted by the loss of income associated with the Covid-19 pandemic. The City's Finance Department shall not enforce or attempt to collect late fees imposed by any lease agreement of City-owned property incurred between the effective date of the City's Proclamation of Emergency (March 11, 2020) and the earlier of: (1) Termination of the City's Proclamation of Emergency; or (2) September 30, 2021.
 - ii. **Gambling Taxes:** The City collects Gambling Tax from a number of small businesses that may be negatively impacted by the loss of income associated with the Covid-19

pandemic. The City's Finance Department shall not enforce or attempt to collect late fees imposed by SMC 3.08.060 for Gambling Taxes owed to the City incurred between the effective date of the City's Proclamation of Emergency (March 11, 2020) and the earlier of: (1) Termination of the City's Proclamation of Emergency; or (2) September 30, 2021.

- iii. Commercial Parking Taxes: The City collects Commercial Parking Tax from a number of small businesses that may be negatively impacted by the loss of income associated with the Covid-19 pandemic. The City's Finance Department shall not enforce or attempt to collect late fees imposed by SMC 3.26.060 for Commercial Parking Taxes owed to the City incurred between the effective date of the City's Proclamation of Emergency (March 11, 2020) and the earlier of: (1) Termination of the City's Proclamation of Emergency; or (2) September 30, 2021.

Approved by:

DocuSigned by:

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Mayor Kathy Hayden

SUBJECT: Ordinance No. 2807 - Amending Sumner Municipal Code 2.112 - Contract Approval Authority

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2807 - Amending SMC 2.112 Contract Approval Authority

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

City staff have been working to update the administrative Purchasing and Contracting Manual. This policy document was developed to provide guidance and documentation for City staff reference. The original policy was adopted on June 4, 2018. Finance staff has worked with departmental users to update and clarify the policy. The revised policy was presented to the Finance & Personnel Committee November 3, 2021 meeting. With the revision of the Purchasing and Contracting Manual, updates are required to the Sumner Municipal Code Chapter 2.112. These updates are consistent with the revised Purchasing and Contracting Manual, and balance staff efficiency with a strong internal control framework.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee MEETING/STUDY SESSION DATE: 2/2/2022 COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to approve Ordinance No. 2807 Amending Sumner Municipal Code Chapter 2.112.

**ORDINANCE NO. 2807
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, SUMNER MUNICIPAL CODE CHAPTER 2.112 RELATED TO
CONTRACT APPROVAL AUTHORIZATION.**

WHEREAS, the Sumner City Council determines that the practical needs of the City require that the Administration enter into certain contracts without prior individual approval by the City Council in order to allow the City to function in an orderly manner, and

WHEREAS, the municipal code needs updated to reflect current business processes and best practices, and;

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

Section 1. Adoption. Sumner Municipal Code Chapter 2.112 shall be amended as follows:

2.112.010 Contract approval authorization.

A. The city council authorizes the mayor, city administrator and department directors to enter into and execute on behalf of the city certain types of contracts without individual approval of each contract by the city council. This authority is granted only if the contract is consistent with the approved biennial budget for the city, and the city's liability under the contract does not exceed available fund balances. The contract types authorized by the council include:

Contract Type	Maximum Annual Contract Amount*	Mayor/City Administrator – Jointly	Department Director
Settlement (claims/suits)	\$15,000	Yes	No
Severance agreement	\$15,000	Yes	No
Capital equipment purchase	\$300,000	Yes	No
Real property acquisition	\$15,000	Yes	No
Routine agreements	\$100,000	Yes	Yes – Up to \$15,000 <u>\$30,000</u>
Public works contracts	\$300,000 <u>\$350,000</u> **	Yes	Yes – Up to \$40,000 <u>\$75,500</u> (single craft)

Contract Type	Maximum Annual Contract Amount*	Mayor/City Administrator – Jointly	Department Director
			Up to \$65,000 <u>\$116,155</u> (multiple craft)
Goods, services, supplies, materials or equipment	\$100,000	Yes	Yes – Up to \$15,000
Professional service agreements	\$100,000	Yes	Yes – Up to \$15,000 <u>\$30,000</u>
Lease agreements for materials, supplies or equipment	\$15,000	Yes	Yes
Contracts which carry out or implement a provision of this code or established city policy, e.g., maintenance or performance bonds for plat improvements	–	Yes	No
Amendments*** – Service contracts	Up to \$75,000 or 5% of the original contract, whichever is less <u>Total contract value after cumulative amendments does not exceed \$100,000</u>	Yes	Yes—Up to 5% of the original contract or an accumulated total of \$35,000, whichever is less <u>Total contract value after cumulative amendments does not exceed \$30,000</u>
Amendments*** – Public works contracts	Up to \$75,000 or 5% of the original contract, whichever is less <u>Total contract value after cumulative amendments does not exceed \$350,000</u>	Yes	Yes—Up to 5% of the original contract or an accumulated total of \$35,000, whichever is less <u>Total contract value after cumulative amendments does not exceed \$50,000</u>

* Including sales or use tax – if applicable.

** May extend over a multi-year period.

*** The amount of a contract includes all amendments.

1. Contracts not consistent with the above table, or are to be paid with unappropriated funds, must be preapproved by the city council.

2. The breaking down of any purchase or contract into units or phases for the purpose of avoiding the maximum dollar amounts is prohibited.

B. All contracts presented for signature by the mayor and city administrator shall be signed by the city attorney as to form and legality.

C. The mayor or city administrator in his or her discretion may present any contract to the city council for prior approval, even if the contract is allowed to be approved without prior city council approval.

D. Interlocal agreements shall be presented to the city council for prior approval.

E. Other than the mayor, no elected or appointed official has the authority to purchase or enter into contracts on behalf of the city. For the purposes of this section, a purchase does not include approved travel, training or per diem reimbursements consistent with the personnel policies.

F. For the purpose of this chapter, “contract” means any agreement creating a legal relationship between the city and another person or entity, or any amendment thereto.

2.112.015 Limited public works process contracts.

A. For projects under ~~\$35,000~~\$50,000, RCW [39.04.155](#)(3) allows a limited process of soliciting bids from at least three contractors on the roster.

B. Bid guarantees are optional. The contract must be awarded to the lowest responsible bidder.

C. Retainage and performance and payment bonds may be waived, but limited public works projects are still subject to normal prevailing wage requirements.

2.112.020 Emergency contracts.

A. The city council authorizes the mayor or designee to enter into emergency contracts for purchase of materials, supplies, equipment or services using unappropriated funds in emergency situations.

B. “Emergency” means a set of unforeseen circumstances that either:

1. Presents a real, immediate threat to the proper performance of essential functions; or
2. May result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken;
3. For public works projects, may result in a substantial loss to the city if the contract is not immediately entered into.

C. Emergency procurements shall be made with such competition as is practical under the circumstances.

D. A written determination of the basis for the emergency and for the selection of the particular contractor/vendor shall be included in the contract file.

E. A record of each emergency procurement shall be made and shall set forth the contract’s name, the amount and type of the contract, and listing of the item(s) procured under the contract, which shall be reported to the council at the next subsequent meeting.

F. If a contract is awarded without competitive bidding due to a declared emergency, the city council must adopt a resolution certifying the emergency situation existed no later than two weeks following the award of the contract.

2.112.030 Purchasing policy.

The mayor and city administrator are authorized to develop internal purchasing policies that are consistent with this chapter and state competitive bidding laws.

2.112.040 Acceptance of public works projects.

For public works projects under ~~\$40,000~~\$75,500 (single craft) or ~~\$65,000~~\$116,155 (multiple craft), the acceptance date shall be the completion date (as set forth by the APWA Standard Specifications). For public works projects with a total project cost over ~~\$40,000~~\$75,500 (single craft) or ~~\$65,000~~\$116,155 (multiple craft), the city administrator is authorized to accept as complete the public works and improvements performed under any contract awarded hereunder after determining that such work has been satisfactorily completed in accordance with the contract terms thereof.

Section 2. 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 3. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 14th day of February 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk, Michelle Converse, CMC

City Attorney, Andrea Marquez

Date Adopted:
Date of Publication:
Effective Date

SUBJECT: Ordinance No. 2811 - Amending Sumner Municipal Code 13.08 - Utility Billing

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2811 - Amending SMC 13.08 Utility Billing

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Currently, the Sumner Municipal Code allows for utility bills to be setup in tenant's names. However, RCW 35.21.290 (water) and RCW 35.67.200 (sewer) directs that the fiscal responsibility of the utility bill remain with the property. Reviewing the impacts of current practice, City staff recommends amending the Municipal Code to require that residential utilities be placed under an owner's name. In situations where a property is tenant-occupied, RCW 35.21.217 provides options for the City to work with a tenant facing imminent disconnection due to owner non-payment of services. This practice will provide greater transparency to the property owner, and reduce administrative burden to City staff.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 2/2/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to approve Ordinance No. 2811 Amending Sumner Municipal Code Chapter 13.08 Utility Billing.

**ORDINANCE NO. 2811
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AMENDING SUMNER MUNICIPAL CODE SECTION
13.08.040.**

WHEREAS, RCW 35.21.290 provides that city owned utilities shall have a lien against the premises to which services are provided, and

WHEREAS, the City desires to amend certain utility code provisions to promote efficiency and transparency, and;

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

Section 1. Adoption. Sumner Municipal Code Chapter 13.08.040 shall be amended as follows:

13.08.040 Accounting and charges – Change of ownership.

A. All utility accounts shall be kept in the name of the owner of the property when known and all charges shall be made against the property, as well as the owner thereof. No change of ownership or occupancy shall affect the application of this section.

B. The city will send all utility bills to the owner. ~~Upon written application, the owner may have a duplicate bill sent to a tenant by having the utility account placed in his/her name; however, all charges shall be made against the property and the owner shall remain liable for all charges not paid by the tenant.~~

1. For non-residential properties only: Upon written application, the owner may have a duplicate bill sent to a tenant by having the utility account placed in his/her name; however, all charges shall be made against the property and the owner shall remain liable for all charges not paid by the tenant.

C. Upon written application by the owner, or the owner's agent, a final bill can be created for a change in tenants or ownership. The fee for creating a final billing and related services for a property receiving city utilities shall be \$40.00. This charge shall be placed on the final bill. (Ord. 2620 § 1 (part), 2017: Ord. 2529 § 1 (part), 2015)

Section 2. 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 3. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 22nd day of February, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk, Michelle Converse, CMC

City Attorney, Andrea Marquez

Date Adopted:
Date of Publication:
Effective Date

SUBJECT: Ordinance No. 2810 - Parking Code Amendments (136th Avenue Court East)

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2810 No Truck parking_136th

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The City has received truck parking complaints from adjacent businesses on the section of 136th Avenue Court East that lies south of 24th Street East in the Interchange Commercial Zone. The narrowness of the roadway, congestion, and close driveway entrances creates congested areas for truck parking. Local businesses have complained about the potential for accidents and the debris, garbage, and human waste disposal that is caused by truck parking in the area. All business owners adjacent to the street are in favor of prohibiting truck parking. Ordinance No. 2810 would prohibit all truck and trailer parking on this section of street, but allow for 4-hour automobile parking on the west side near the hotels.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee MEETING/STUDY SESSION DATE: 1/26/2022 COMMITTEE RECOMMENDATION: Do Pass
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STAFF RECOMMENDATIONS/MOTION:

Move to adopt Ordinance No. 2810 amending the Parking Code.

**ORDINANCE NO. 2810
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE RELATED TO TRUCK AND TRAILER PARKING ON 136TH AVENUE COURT EAST, WHICH AMENDS SECTION 10.36.020, 10.36.057, AND 10.36.060 OF THE SUMNER MUNICIPAL CODE.

WHEREAS, truck parking on 136th Avenue Court East in the Interchange Commercial Zone has resulted in congestion, noise, trash, and deposits of human waste from truck drivers parking for extended periods of time and overnight, which has impacted adjacent businesses and created traffic and health hazards; and

WHEREAS, prohibiting truck parking on 136th Avenue Court East south of 24th Street is necessary to eliminate the negative impacts, while providing a place for automobiles to park for up to 4-hours; and

WHEREAS, the Community Development Committee reviewed the proposal on January 27, 2021, and unanimously approved a recommendation to the City Council for approval of the proposed amendments.

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

Section 1. That Sumner Municipal Code section 10.36.020 “Trucks and trailer parking”, is hereby amended to read as follows:

"10.36.020 Truck and trailer parking.

A. It is unlawful for any person to park or leave standing on any street within a residential area or on that portion of a street abutting a residential area any of the following:

1. A truck with a gross vehicle weight rating (GVWR) in excess of 24,000 pounds, or being in excess of 22 feet in length;
2. A trailer having a GVWR in excess of 10,000 pounds or being in excess of 20 feet in length;
3. A commercial vehicle having a width of 96 inches (eight feet) or more;
4. Any truck or trailer not having a current and valid truck or trailer license;
5. Any truck, trailer or other motor vehicle which constitutes a street or driveway sight distance obstruction or impairs the movement of emergency vehicles along the street;
6. Any recreational vehicles of 24,000 pounds GVWR or being greater than 28 feet in length regardless of GVWR, except as provided in SMC 10.36.114.1; provided, however, notwithstanding SMC 10.36.114.1, RVs exceeding eight feet, six inches in width, 14 feet in height and 32 feet in length shall be prohibited from parking on residential streets.

B. No person shall park or allow to remain standing on or in the public right-of-way any commercial truck, trailer or truck-trailer combination, as follows:

1. No person shall park or allow to remain standing for more than eight hours at a time any truck, trailer or truck-trailer combination over 24,000 pounds gross weight capacity upon any of the streets, avenues or alleys within the city limits unless otherwise specified in this chapter.
2. No commercial trailer may be detached from a motorized vehicle and left unattended in the public right-of-way unless otherwise specified in this chapter.
3. No unattended vehicle of any size carrying hazardous materials shall be allowed to park at any time upon any of the streets, avenues or alleys within the city limits.
4. Between the hours of 9:00 p.m. and 6:00 a.m., no person shall park a commercial vehicle upon the public right-of-way within 500 feet of residential dwellings and permit any motor, engine, compressor or other device to operate for more than 10 consecutive minutes or a total of 10 minutes within any two-hour period.
5. On 24th Street East from the West Valley Highway east to the White River foot bridge.
6. On both sides of 132nd Avenue East from 16th Street East south to the end of the street.
7. On the north side of 45th Street East from Tacoma Avenue east to the end of the road.
8. On the west side of 149th Avenue East and 150th Avenue Court East from 45th Street East north to the end of the road.
9. On both sides of 142nd Avenue East from 24th Street East south to Tacoma Avenue Bridge.
10. *Repealed by Ord. 2756.*
11. On the north side of 29th Street East from 142nd Avenue East easterly 554 feet.
12. On the south side of 29th Street East from 142nd Avenue East easterly 244 feet.
13. On both sides of Tacoma Avenue from 142nd Avenue East to Puyallup Street.
14. On the north side of 32nd Street East beginning at a point 150 feet east of 142nd Avenue East easterly to the end of the road.
15. On both sides of 32nd Street East beginning at a point 200 feet east of the West Valley Highway and easterly of the cul-de-sac to the end of the street.
16. On both sides of 136th Avenue Court East from 24th Street East south to the end of the road.

C. No person shall park or allow to remain standing on or in the public right-of-way any commercial truck, trailer or truck-trailer combination, for more than four hours in the following locations:

1. On both sides of 16th Street East from West Valley Highway east to State Route 167.
2. On both sides of 16th Street East from State Route 167 east to the end of the road.
3. On both sides of 20th Street East from 137th Avenue East to 138th Avenue East.

4. On the south side of 32nd Street East beginning at a point 150 feet east of 142nd Avenue East easterly to the end of the road.
5. On the south side of 45th Street East from Tacoma Avenue east to the end of the road.
6. On both sides of 48th Street East from West Valley Highway east to the end of the road.
7. On both sides of 52nd Street East from West Valley Highway east to the end of the road.
8. On both sides of Williams Avenue from Puyallup Street south to the end of the road.
9. On both sides of West Valley Highway from 16th Street East south to Sumner Heights Drive.
10. On both sides of East Valley Highway from city limits south to Elm Street.
11. On both sides of 136th Avenue East from 16th Street East south to 24th Street East.
- ~~12. On both sides of 136th Avenue Court East south of 24th Street East to the end of the road.~~
13. On both sides of 137th Avenue East from 16th Street East south to 20th Street East.
14. On both sides of 138th Avenue East from 20th Street East south to 24th Street East.
15. On both sides of 140th Avenue East from 16th Street East to 24th Street East.
16. On both sides of 140th Avenue Court East from Stewart Road south to the end of the road.
17. On both sides of 142nd Avenue East from Tacoma Avenue to a point 644 feet to the south.
18. On both sides of Puyallup Street from Fryar Avenue to East Valley Highway.
19. On the east side of 149th Avenue East and 150th Avenue Court East from 45th Street East north to the end of the road.

D. Any vehicle found to be parked or standing in violation of this section shall constitute a public nuisance, and such vehicle may be impounded if no operator is present to immediately comply with this section.”

Section 2. That Sumner Municipal Code section 10.36.057 “Four-hour parking”, is hereby amended to read as follows:

“10.36.057 Four-hour parking.

No person shall park or allow to remain standing any automobile, truck or other vehicle for more than four hours upon the following streets:

A. East side of 142nd Avenue East beginning at a point 640 feet south of Tacoma Avenue and then south to the end of the street.

B. West side of 136th Avenue Court East from 24th Street East south to the end of the street.”

Section 3. That Sumner Municipal Code section 10.36.060 “Prohibited parking”, is hereby amended to read as follows:

“10.36.060 Prohibited parking.

No person shall park or allow to remain standing for any length of time any automobile, truck or other vehicle upon the following alleys and streets:

- A. All alleys;
- B. South side of Maple Street westerly from Wood Avenue for 90 feet;
- C. Fryar Avenue from Main Street to Puyallup Street;
- D. East side of Wood Avenue northerly of Maple Street for 44 feet;
- E. East side of Ryan Avenue between Main Street and North Street;
- F. West side of Kincaid Avenue northerly of Park Street for 53 feet;
- G. West side of McMillan Avenue between 16th Street and Everett Street;
- H. East side of Sumner Avenue between Main Street and Park Street;
- I. North side of Main Street easterly of Fryar Avenue for 270 feet;
- J. North side of Main Street from Valley Avenue to Lewis Street;
- K. South side of Main Street westerly from Valley Avenue for 256 feet;
- L. West side of Ryan Avenue between Maple Street and Park Street;
- M. West side of Wood Avenue from North Street to Maple Street;
- N. East side of Cherry Avenue between Main Street and Academy Street;
- O. West side of Steele Avenue;
- P. Either side of Main Street, Sumner Avenue to Wood Avenue;
- Q. West side of Lewis Avenue from Main Street to Academy Street;
- R. East side of 151st Street East from 63rd Court Street East southerly for 150 feet;
- S. East side of 152nd Street East from 63rd Court Street East to Meade-McCumber Street;
- T. South side of 63rd Street Court East from Valley Avenue East to 253 feet east of 152nd Street;
- U. Either side of Zehnder Street;
- V. South side of Main Street from Graham Avenue easterly for 162 feet;
- W. *Repealed by Ord. 2604;*
- X. *Repealed by Ord. 2604;*
- Y. East side of Wood Avenue northerly of Main Street for 65 feet;
- Z. Within any space marked as a fire lane;

AA. Either side of 32nd Street East easterly of 142nd Avenue East for 150 feet;

BB. Either side of 32nd Street East easterly from West Valley Highway for 80 feet and circumventing the cul-de-sac;~~and~~

CC. On both sides of 20th Street East from 140th Avenue East to the end of the road

DD. East side of 136th Avenue Court East from 24th Street East south to the end of the street and within the cul-de-sac.”

Section 5. 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 6. 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 7. 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 22nd day of February, 2022

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading: 2/22/2022
Date Adopted: 2/22/2022
Date of Publication:
Effective Date:

SUBJECT: Resolution No. 1613 - Parks Improvement Plan

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1613 - 2022-2027 Parks Improvement Plan
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STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

The City Council adopted the Parks & Trail Plan update in 2018, providing guidance for the planning of Sumner's Parks and Trails. In 2019, a presentation of recommended projects and decision-making strategies was given to the Council. This included seeking property in underserved areas of Sumner as well as specific improvements to current parks. The strategies and direction helped the City obtain funding assistance from Pierce County Conservation Futures for the Bennett Property, and receive a donation from David and Janell Qunell for a small park in the Rivergrove Community. The Rainier View Park Covered Court was selected for funding through the Recreation and Conservation Office as well as the Local Communities Program from the State Legislature.

Staff recommends a six year improvement plan be presented and approved by the Council annually, similar to the Transportation Improvement Plan. The 2022-2027 Parks Improvement Plan (PIP) will establish and prioritize the parks projects for the next six years.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
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MEETING/STUDY SESSION DATE: 1/24/2022

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

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

**RESOLUTION NO. 1613
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON,
ESTABLISHING THE 2022-2027 PARKS IMPROVEMENT PLAN.**

WHEREAS, the City of Sumner sees the value of establishing and adopting a Six-Year Parks Improvement Plan; and

WHEREAS, the City officials caused to be prepared a certain plan as a Six-Year Parks Improvement Plan; and

WHEREAS, the City Council adopted the Parks & Trail Plan update in 2018; and

WHEREAS, it is now the opinion of the City Council that said plan should be adopted; and

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

Section 1. That the plan designated as the Six-Year Parks Improvement Plan 2022-2027, a copy of which is attached hereto and made a part hereof, is hereby adopted.

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.

This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this _____ day of February, 2022.

Kathy Hayden, Mayor

Attest:

Michelle Converse, City Clerk

Approved as to form:

Andrea J. Marquez, City Attorney

<u>ID</u>	<u>Project</u>	<u>Location</u>	<u>Description</u>	<u>Total Cost</u>	<u>Funded</u>	<u>Planning</u>	<u>Design</u>	<u>ROW/Permit</u>	<u>Construction</u>	<u>Remarks</u>	<u>Funding Cycle(s)</u>
1	Covered Court	Rainier View Park	RVP Covered Court Improvements	\$ 1,500,000	Yes	2018-2022	2018-2022	2022	2023-2024	Funded w/ Impact Fees, RCO, LCP	2020 RCO & LCP
2	Master Plan	Seibenthaler Park	Master Planning	\$ 70,000	Yes	2021/2022	2021/2022	N/A	N/A	Preferred concept March 2022	PIF
3	Master Plan	Bennett Property	Master Planning	\$ 100,000	Yes	2021/2022	2021/2022	N/A	N/A	Preferred concept March 2022	PIF
4	Development	Seibenthaler Park	Development from preferred concept	\$ 5,000,000	Partial	2022	2022	2024	2025	Apply for grant funding	2022 RCO
5	Development	Bennett Property	Development from preferred concept	\$ 7,500,000	Partial	2022	2022	2024	2025	Apply for grant funding	2022 RCO
6	Master Plan - Main St. Vision	Reuben A. Knoblauch Heritage Park	Master Planning	\$ 250,000	Partial	2022/2023	2022/2023	2026	2029	RFQ for Master Plan 2022	LTAC
7	Ryan House Improvements	Ryan House Park	Upgrade facility to better serve community	\$ 750,000	Partial	2020-2022	2022	TBD	TBD	Updates to utilize facility to better serve community	RCO/LTAC/REET/ARPA/PCL
8	Development	Reuben A. Knoblauch Heritage Park	Development from preferred concept	\$ 10,000,000	No	2023	2023	2025	2027	Preferred concept	RCO/LTAC/REET/ARPA/PCL
9	Master Plan & Development	Qunell Family Park	Master Plan & Development	\$ 1,500,000	No	2022/2023	2022/2023	2026	2027	Apply for grant funding	2024 RCO
10	Land Acquisition	29th Street area	Locate and acquire land for neighborhood park	\$ 500,000	No	2022	TBD	TBD	TBD	Update Comprehensive Plan to identify area of need	2023 PCCF (March)
11	Park Improvements	Rainier View Park	Field drainage, turf, picnic shelters	\$ 1,000,000	No	2024	2024	2026	2027	Identified improvements for next phase	2024 RCO
12	Park Improvements	Loyalty Park	ADA parking, picnic shelters, walking trail	\$ 1,000,000	No	2024	2024	2027	2028	Identified improvements for next phase	2024 RCO
13	Development	32nd Street ROW	Design and develop park at end of 32nd St	\$ 2,500,000	No	2024	2024	2026	2027	Begin design and development	2026 RCO
14	Park Improvements	Sk8 Park	Bowl and streetscape improvements	\$ 750,000	No	2025	2025	TBD	TBD	Identified improvements for next phase	2026 RCO
15	Park Improvements	Bill Heath Sports Complex	Field turf, lighting, batting cages, playground	\$ 2,500,000	No	2025	2025	2027	2028	Identified improvements for next phase	2026 RCO YAF
16	Land Acquisition	TBD	Acquire Park & Openspace Land	TBD	No	TBD	TBD	TBD	TBD	Acquire land when feasible and in best interest of the City	TBD
17	Playground Replacement	Rainier View Park	Replacement progam, 2007 install needs replacing	\$ 240,000	Partial	2022	2023	TBD	TBD	Part of replacement program	TBD

2022-2027 Parks Improvement Plan

Italized = TBD

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

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