



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 -

Click the link below

<https://sumnerwa-gov.zoom.us/j/81793945258>

Or One tap mobile :

US: +12532158782,,81793945258# or +13462487799,,81793945258#

Or Telephone:

Dial 1 253 215 8782

Webinar ID: 817 9394 5258

CALL TO ORDER

Pledge of Allegiance

Invocation - Reverend Dione Corsilles

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

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

CONSENT AGENDA

1. Approval of the minutes from the regular council meeting and special study session of March 7, 2022 and March 14, 2022 study session.
2. Purchase and Sale Agreement: 14009 16th St E White River Restoration (Meirndorf)
3. Maple Street Pedestrian Signal / Backplates - Consultant Services Agreement

PUBLIC HEARING

1. Resolution No. 1618 - 2023-2028 Six-Year Transportation Improvement Program Annual Update

REGULAR BUSINESS

1. Unfinished Business

- a. Ordinance No. 2812 - Affordable Senior Housing Regulations

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. 2815 - 2021/2022 Biennial Budget Amendment
- b. Ordinance No. 2814 - 2022 Compensation Schedule Update
- 4. **Reports**
 - a. Council
 - b. City Administrator
 - c. Mayor
- 5. **Executive Session**
- 6. **Adjournment**

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

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

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - March 7, 2022 regular council meeting
2. Minutes - March 7, 2022 special study session
3. Minutes - March 14, 2022 study session

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Approval of the minutes from the previous council meetings.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as written.

**CITY OF SUMNER
Council Meeting
Minutes – March 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 in-person and using the ZOOM platform.

CALL TO ORDER

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

Mayor and Staff in-person: Mayor Kathy Hayden, City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens and City Clerk Michelle Converse.

Staff present via electronic device: Community Development Director Ryan Windish, Police Chief Brad Moericke, Public Works Director Mike Dahlem, Deputy City Attorney Maili Barber, Communications Director Carmen Palmer, Chief Financial Officer Kassandra Raymond and Development Services Director Doug Beagle.

Council present via electronic device: Councilmembers Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

CONSENT AGENDA

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

1. Approval of checks and electronic payments in the amount of \$2,219,763.29
2. Approval of the minutes from the February 22, 2022, regular meeting and the 28th February study session.
3. Purchase and Sale Agreement – 14415 29th Street East

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was no Public Hearing.

UNFINISHED BUSINESS

There was none tonight.

PUBLIC COMMENT

There was no Public Comment.

NEW BUSINESS

ORDINANCE NO. 2800 – AUTHORIZING CONDEMNATION FOR NEW PUBLIC WORKS OPERATIONS FACILITY

MOVED BY HOCHSTATTER SECONDED BY BITETTO TO MOTION TO APPROVE ORDINANCE NO. 2800 AUTHORIZING THE CITY TO INITIATE AND PURSUE CONDEMNATION PROCEEDINGS RELATED TO THE ACQUISITION OF 14403 29TH ST. E FOR USE IN THE NEW PUBLIC WORKS OPERATIONS FACILITY.

City Attorney Andrea Marquez addressed the council.

Three years ago, the City acquired several parcels of property as the first step to relocating and constructing a new, state-of-the-art Public Works Operations Facility. The City is in the process of designing the new facility, which is anticipated to replace the currently outdated and undersized facility, and is being designed to accommodate growth in both the City and City staff. During the design, it was discovered that additional property is necessary to build an appropriate new facility that contains all of the necessary components to enable the City to provide vital city services in the future. Two additional parcels were identified, (14403 and 14415 29th Street East) and are located immediately across the street from the originally acquired parcels. While the City always endeavors to acquire property and negotiate purchase prices amicably and consistent with supporting appraisal data, the City does have constitutional authority to use eminent domain to acquire private property for public purposes upon the payment of just compensation. Prior to this evening, the City reached a negotiated settlement for the acquisition of 14415 29th Street East. The ordinance before council tonight will authorize the City to initiate condemnation proceedings for the acquisition of 14403 19th Street East. Nothing granted by this ordinance, or the City's eminent domain authority shall foreclose current and future negotiations with the property owners subject to this condemnation authorization.

The property owners Ming and Digna Cabrera addressed the Council, expressing concerns regarding the Ordinance.

Mr. Ross Castillo, addressed the Council via email. His comments are attached.

MOTION PASSED 5-2 WITH COUNCILMEMBERS NEUMAN AND COLE VOTING NO.

COUNCIL REPORTS

Councilmember Cole made a report regarding Pierce County Television.

Councilmember Brown congratulated the Sumner High School Girls Basketball team. What a great season!

Councilmember Reed echoed Councilmember Brown's comments. He also mentioned the Sumner Middle School Band and what an amazing job they did in a previous competition.

Councilmember Stuard thanked the maintenance crews for clearing off the trail, they did a wonderful job.

Councilmembers Bitetto, Neuman and Deputy Mayor Hochstatter had no comments this evening.

CITY ADMINISTRATOR

City Administrator Jason Wilson updated council with the following:

Upcoming Policy Issues:

- Next Week's Study Session:
 - EPIC Update / Lahar Evacuation Drill Briefing
 - Body Worn Camera Update
 - Six-Year TIP
 - PW Project Update

- Next Regular Council Meeting on March 21st:
 - Public Hearing regarding the Six-Year Transportation Improvement Plan
 - Ordinance Amending the zoning code related to Senior Housing
 - Ordinance Amending the 2022 Comp Schedule
 - Ordinance for the 2022 Quarter One Biennial Budget Amendment
- Special Study Session—following RCM on March 21st:
 - Social Media / PRA Training

Miscellaneous:

- Tonight we are holding our first hybrid meeting. Over the coming weeks, we plan on gradually increasing the number of elected officials and staff that attend in person. The public is welcome to attend in person or virtually. Virtual access to council meetings will remain an option for the public.
- This Thursday the Sumner Main Street Association is holding their annual membership meeting. Council is invited to attend the meeting. If you would like to attend please let Lana know by tomorrow at noon so she can RSVP for you and provide public notice if required.

MAYOR REPORT

Mayor Hayden congratulated Community Development Director Ryan Windish who was awarded the 2021 **PUBLIC OFFICIAL PARTNER from the Sumner Puyallup Chamber of Commerce**. This award recognized his advocacy, collaboration and support of the Chamber.

EXECUTIVE SESSION

There was no Executive Session tonight.

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting at 6:26pm. Councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC City Clerk

From: Rosauro Castillo <rbcastillo93@gmail.com>
Sent: Monday, March 7, 2022 6:57 PM
To: Michelle Converse <MichelleC@sumnerwa.gov>
Subject:

*****EXTERNAL EMAIL*****

My name is Ross Castillo and I live at 14403 29th Street East. I am making a public comment in our property that's on agenda to be condemned tonight. I've lived at the property for 30 years with my family. My kids went to school in this community and 4 members of my family currently work here in Sumner area, just 2min drive from the said property .

My father purchased this property in the early 1990s and it has been our family's home ever since. I have a little Welding shop in the property for some do it yourself project for my family I also farm a vegetable and corn in the backyard.

We do pay rent to my sister, Digna, who owns the property now. But what we pay my sister in rent is not even close to what we'd have to pay a non-family member landlord for a similar property in Sumner.

Also, even if we could find a similar property, it is going to be expensive and emotionally difficult for my family to relocate. We've lived on the property for over 30 years, the expense of moving our belongings will be significant.

There will also be impacts to our lives, possibly changing school districts, increasing commutes to work, to name a few and on top of all of these financial impacts, we have the emotional burden of being forced out of our family home.

If the City moves forward with this project, I urge you to ask your representatives to consider the significant impacts on me and my family and help us with relocation costs to the full extent that the City is allowed to.

- Thank you for your time.

Rosauro Castillo

SUMNER CITY COUNCIL
Minutes – Special Study Session
March 7, 2022

The Covid-19 pandemic continues to impact the health and safety of our community. Going forward, the city is conducting a hybrid approach to council meetings using the ZOOM platform or in-person at City Hall.

The Sumner City Council met in special study session at 6:27pm, with Mayor Kathy Hayden presiding.

Mayor Hayden attended the meeting in-person.

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

Staff in-person: City Administrator Jason Wilson, City Attorney Andrea Marquez and Administrative Services Director Jeff Steffens

Staff present via Zoom: Community Development Director Ryan Windish, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Chief Financial Officer Kassandra Raymond, Deputy City Attorney Maili Barber, and Ann Seigenthaler Senior Planner

SPECIAL BUSINESS

1. Multifamily Tax Exemption for Affordable Housing
2. Affordable Senior Housing Regulations

ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:04pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor Kathy Hayden

SUMNER CITY COUNCIL
Minutes – Study Session
March 14, 2022

AMENDED
AGENDA

In an effort to be diligent, the city conducted this meeting virtually, using the ZOOM platform and in-person.

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

Councilmembers present: Bitetto, Brown, Cole and Stuard.

Councilmembers Reed, Neuman and Deputy Mayor Hochstatter were absent.

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, Development Services Director Doug Beagle, Chief Financial Officer Kassandra Raymond, Police Chief Brad Moericke, Deputy Police Chief Any McCurdy, Public Works Manager Andrew Leach, Deputy City Attorney Maili Barber and City Engineer Michael Kosa.

MOVED BY BITETTO, SECONDED BY COLE TO EXCUSE DEPUTY MAYOR HOCHSTATTER. PASSED 4-0.

MOVED BY BITETTO, SECONDED BY BROWN TO EXCUSE COUNCILMEMBER NEUMAN. PASSED 4-0.

MOVED BY BITETTO, SECONDED BY COLE TO EXCUSE COUNCILMEMBER REED. PASSED 4-0.

MAYOR HAYDEN THEN ASKED FOR A MOTION TO SWITCH AGENDA ITEMS 3 & 4. MOTION MADE BY STUARD, SECONDED BY BITETTO. PASSED 4-0.

STUDY SESSION BUSINESS

1. Epic Update / Lahar Evacuation Drill Briefing
2. Police Body Worn Camera Update
3. ~~Resolution No. 1618 – 2023-2028 Six-Year Transportation Improvement Program Annual Update~~ Public Works Project Update
4. ~~Public Works Project Update~~ Resolution No. 1618 – 2023-2028 Six-Year Transportation Improvement Program Annual Update

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 8:18pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor Kathy Hayden

SUBJECT: Purchase and Sale Agreement: 14009 16th St E White River Restoration
(Meirndorf)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$555,000

Within Budget Allocation: N/A

ATTACHMENTS:

1. Meirndorf Purchase & Sale Agreement

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

As part of the Pacific Pointbar portion of the White River Restoration, the City has been pursuing acquisition of several properties along 16th St E. The City has reached a willing seller agreement with Janet Meirndorf to acquire their property at 14009 16th St E for a total of \$398,000 plus an additional administrative settlement of \$157,000 for a total cost of \$555,000. Funding for this acquisition is through the Salmon Recovery Funding Board and the Pierce County Flood Control Zone District.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 3/1/2022
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of 14009 16th Street E for a total amount of \$555,000 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by and between **Janet A. Meirndorf, as her separate estate**, (hereinafter "Seller") and the **CITY OF SUMNER**, a municipal corporation and political subdivision of the state of Washington (hereinafter "Purchaser"). Seller and Purchaser may hereinafter collectively be referred to as "Parties" or individually as a "Party."

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Seller and Purchaser, the Parties agree as follows:

1. **The Property.** Seller is the sole owner in fee simple of certain real property located in Pierce County, Washington identified by parcel number 7965000021 and legally described on the attached **Exhibit A (the Property)**.
2. **Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, upon the terms, covenants, and conditions set forth in this Agreement, all of Seller's right, title, and interest in and to the Property, including all after-acquired property. Seller warrants that Seller has full right, title, authority, and capacity to execute this Agreement and sell the Property. Purchaser warrants that Purchaser has full right, title, authority, and capacity to execute this Agreement and purchase the Property.
3. **Purchase Price and Payment.** The total purchase price for the Property (hereinafter "Purchase Price") is Five Hundred Fifty-Five Thousand dollars NO/100 (\$555,000.00) Dollars and shall be paid by Purchaser to Seller by cashier's check, certified check, or wire transfer of immediately available funds to Seller at closing.
4. **Conveyance of Title.** Seller shall convey title to the Property legally described on the attached Exhibit A to Purchaser by Warranty Deed (hereinafter "Deed").
5. **Closing; Possession.** Closing shall occur upon payment of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Date"), but in no event later than Monday, June 13, 2022. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property legally described on the attached Exhibit A as of the Closing Date.
6. **Approval by the Sumner City Council.** The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on the Purchaser until approved by the Sumner City Council in an open public meeting.
7. **Risk of Loss.** Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. Thereafter, Purchaser shall bear the risk of loss. In the event of material loss of or damage to the Property prior to the Closing Date, Seller shall promptly notify Purchaser in writing and Seller shall not be obligated to restore the Property nor pay damages to Purchaser by reason of such loss or damage. Upon receipt of written notice pursuant to Section 10 below, Purchaser may within five (5) business days terminate this Agreement by giving written notice of such termination to Seller and such termination shall be effective immediately; provided, however, that Purchaser may elect to purchase the Property in the condition then existing; provided that, Purchaser delivers notice of such

election pursuant to Section 10 below within five (5) business days of receipt of Seller's notice of a material loss of or damage to the Property as provided for in this Section 8.

8. **Closing Costs & Prorations.** Seller shall pay its own attorney fees. Purchaser shall pay the cost of recording the Deed, its own attorney fees, and all other costs and expenses allocated to Purchaser and Seller pursuant to the terms of this Agreement; excepting only the Seller's payment of its own attorney fees as provided for above in this Section 8 and any prorations for which it is responsible pursuant to the following sentence. Any taxes, liens, assessments, insurance, or charges imposed by law upon the Property shall be prorated as of the Closing Date, with such prorations to be a final settlement between the Parties.

9. **Notices.** Except as specifically set forth herein, any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail first class, postage prepaid and addressed as follows:

PURCHASER	SELLER
City Administrator City of Sumner 1104 Maple Street Sumner, WA 98390	Janet Meirndorf 2913 110 th Ave E Edgewood, WA 98372

The foregoing addresses may be changed by written notices to the other party as provided herein.

10. **Time.** Time is of the essence in every provision herein contained.

11. **Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties.

12. **Attorneys' Fees.** In the event of any litigation regarding the rights and obligations of the parties under this Agreement, the prevailing party shall recover its costs and attorneys' fees, including such costs and attorneys' fees for appeals.

13. **Negotiation and Construction.** This Agreement was negotiated by the Parties and shall be construed according to its fair meaning and not strictly for or against either Party.

14. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

15. **Counterparts.** This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete Agreement.

16. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

Approved as to legal form only:

Date: _____

Date: _____

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

On this ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the Mayor of the City of Sumner, Washington, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

Notary Public in and for the State of
Washington, residing at

My commission expires _____

SELLER'S SIGNATURE PAGE

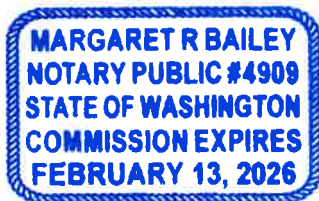
March 15-2022

Janet A. Meirndorf
Janet A. Meirndorf

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

I the undersigned, a Notary Public, do hereby certify that on this 15th day of March, 2022, personally appeared before me Janet A. Meirndorf, as her separate estate, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.



Marg R Bailey
Notary Public in and for the State of
Printed Name: MARGARET R BAILEY
Residing
at Pierce County
My commission expires 2/13/2022

Exhibit A
Legal of Property

PARCEL 7965000021

The East 11 feet of Tract 1 and all of Tract 2, Stuck River Tracts, according to the plat thereof recorded in Volume 25 of Plats, page 40, records of Pierce County, Washington.

Situate in the City of Sumner, County of Pierce, State of Washington.

SUBJECT: Maple Street Pedestrian Signal / Backplates - Consultant Services Agreement**CATEGORY:** Consent

BUDGET IMPACT:

Expenditure Required: \$84,870.81

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consultant Services Agreement with Scope & Fees.

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

SUMMARY BACKGROUND:

The work to be performed by the consultant consists of preparing engineering design for CIP 21-11, Grant HSIP-000S(599). This project will replace an existing rectangular rapid flashing beacon pedestrian sign with a pedestrian signal across Traffic Avenue at Maple Street and install retroreflective signal backplates throughout the City at City-owned traffic signals where they are not currently installed.

Transporation Solutions, Inc (TSI) was selected to provide consulting services for this project through a qualification-based selection process. An hourly rate agreement with a maximum amount payable of \$84,870.81 was negotiated for the design of the project. Once final design is complete and a contractor chosen, it is possible that this consultant will provide construction management services under a future supplement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee**MEETING/STUDY SESSION DATE:** 3/1/2022**COMMITTEE RECOMMENDATION:** Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Transportation Solutions, Inc. in an amount not-to-exceed \$84,870.81 for the Maple St./Traffic Ave. Pedestrian Signal & Citywide Backplates (CIP 21-11), substantially in a form approved by the City Attorney.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date December 31, 2023	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Maximum Amount Payable: \$84,870.81

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the _____, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name: Alisa O’Haver-Ayala, P.E., CCM		Name: Victor Salemann	
Agency: City of Sumner		Agency: Transportation Solutions, Inc.	
Address: 1104 Maple Street, Suite 260		Address: 16932 Woodinville Redmond Rd Suite A206	
City: Sumner State: WA Zip: 98390		City: Woodinville State: WA Zip: 98072	
Email: alisao@sumnerwa.gov		Email: victors@tsinw.com	
Phone: 253-299-5703		Phone: 425-375-2091	
Facsimile: NA		Facsimile: NA	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No.

EXHIBIT A
SCOPE OF WORK
Maple Street/Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates

Project Description

The objective of this project is to prepare Plans, Specifications, and Estimates necessary to replace the existing rectangular rapid flashing beacon with a pedestrian hybrid beacon across Traffic Avenue at Maple Street and install retroreflective signal backplates at city-owned traffic signals if they are not currently installed. The CITY plans to start design in April 2022 and have the project ready for advertisement in the summer of 2022.

CITY Provided Data and Information

The following information will be provided by the CITY, as available. This is not intended to be an exhaustive list:

- Roadway, channelization, traffic signal, and utility as-built drawings
- Geotechnical data, boring logs, and as-built drawings showing geotechnical information for signal poles if available. Data from nearby projects is acceptable
- Any available recent ADT data at the project signalized intersections
- Crash data
- Grant application
- City Survey Datum
- Existing right-of-way and/or plat maps for the intersection of Traffic Avenue at Maple Street
- Available GIS data for project locations

Assumptions and Limitations

A single PS&E package will be developed to include the design of all upgrades. Bid schedules may be used to separate types of work that match available project funding. Common specifications will be used for all work. Plans will be as simple as possible to convey the work required and may include schematic depictions of work, annotated as-built drawings, and will rely upon field survey data as well as CITY provided GIS information, annotated aerial photos, annotated channelization plans, or simple sketches. Required survey will be provided by the CONSULTANT.

Design Documents

Plans

- Plan sheets will be 11" x 17" in .pdf format.
- Annotated Base Drawings with Construction Notes, Traffic Control Plans.

Specifications

- 8" x 11 1/2" in .pdf format.
- For 90% review submittal, the specifications will include all anticipated WSDOT format specifications.
- For 100% review submittal and 100% bid package, the specifications will include all Project Manual Sections.

Estimates

- 8" x 11 ½" in .pdf format.
- Bid Schedules, if any, Specification Number, Bid Item Name, Quantity, Estimated Unit Cost, Estimated Cost.

Bid Package

- 1 Electronic copy of the Plans, Specifications, and Estimates in .pdf format.

Publications and Design Reference Manuals

Current (as of the date of execution of the agreement) versions of the following publications and manuals will be applicable when specifically cited in the CITY Standards or when required by state or federal funding authorities:

- Washington State Department of Transportation/American Public Works Association (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (M41- 10), 2018 edition, as amended
- Local Agency General Special Provisions
- WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Construction, (M21-01)
- AASHTO (A Policy on Geometric Design of Highways and Streets)
- CITY's Public Works Standards
- MUTCD as revised by Washington State
- WSDOT LAG Manual
- WSDOT ROW Manual

Acronyms

- Americans with Disability Act (ADA)
- The City of Sumner (CITY)
- Local Agency Guidelines (LAG)
- National Environmental Policy Act
- Plans, Specifications, and Estimate (PS&E)
- Transportation Solutions, Inc. (CONSULTANT)
- Washington State Department of Transportation (WSDOT)

Schedule and Key Milestones

The schedule assumes that work will start in April, once notice to proceed is granted, with the goal for getting the project out to bid by July 2022.

Task	Task Duration
Task 1 Project Management and Quality Control	April through December 2022
Task 2 Data Collection	April 2022
Task 3 Survey and Base mapping	April 2022
Task 4 Prepare 90% Review Submittal	May 2022
Task 5 Environmental Documentation	April through June 2022
Task 6 Right-of-Way Acquisition (if deemed necessary)	April through September 2022
Task 7 Final Design and PS&E (100%)	May 2022
Task 8 Bid Support	July 2022*
Task 9 Construction Support (TBD)	August 2022*

*assumes no ROW required

TASK 1.0 - Project Management

Project Management shall include work effort necessary to track the progress of the project work activities; review, monitor, and update the project schedule and coordinate changes with the project team; prepare monthly status reports and project cost invoices to be submitted to the CITY for payment/reimbursement; attend, document, and facilitate internal project team meetings; respond to agency questions as appropriate; provide quality control in-house through peer review and principal quality checks.

Assumptions: CONSULTANT billing cycle starts on the 16th of a current month and closes through the 15th of the following month. Subconsultants and/or vendors may not follow the same cycle, however their invoices will be on the next available CONSULTANT billing cycle. The project schedule will be in Excel. Meetings will be virtual unless otherwise stated.

Deliverables:

- Monthly progress report with invoice
- Meeting minutes
- Project schedule tracking/updates

TASK 2.0 - Data Collection, As Built Record Review, Field Inspection Review

Data collection will provide the primary basis for analysis and design. Work effort will include obtaining and reviewing CITY provided as built records and CITY provided data and mapping; field data gathering, and inspection will provide information for analysis and design.

- Review Grant Application Data/Information
- As Built Record Review
- Existing Aerial Mapping/GIS Shape files/ Review
- Existing ADA Field Inspection/Review
- Existing Signal System Field Inspection/Review

Assumptions:

- CITY will provide requested data, if available, within two (2) weeks of the request by the CONSULTANT.

Deliverables:

- Data will be incorporated into the base maps

Task 3.0 Surveying and Mapping

Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude. Depending on the project requirements, 1 Alliance will assign a Survey Project Manager, Assistant Project Manager, and Survey Quality Leader for this project.

Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real-Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

Geodetic Survey Control (Coordinates)

Current WSRN coordinate system is NAD83-2011 Epoch 2010.00 Coordinates.

Horizontal survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 RCW.

Vertical Datum for the survey work shall reference the NAVD88.

Cadastral Survey Control (Lines established and marked on the ground by suitable monuments, which are used as starting and closing points in surveys of the public domain of the United States.)

Units shall be in US Survey Feet.

Field Surveying and Mapping

This task includes the field surveying and mapping required for this specific effort. 1 Alliance will be using a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

1 Alliance will provide a ground based topographic survey of the Planimetric features to generate a base map at a scale of 1"=20' and generate a digital Terrain model (DTM) of 1-foot contours. Features may include curb and gutter, curb ramps, traffic island and ramps, sidewalks, driveways, asphalt, fences, signs, traffic control devices, channelization, light and utility poles, meters, fire hydrants, valves, trees 6" and larger at breast height.

Utility Surveying Services

Surface Observable utilities will be located as found within the surveying limits.

Measure downs for sanitary sewer manholes, catch basins and storm drain manholes with pipe size, material, direction, and invert elevations will be obtained, if possible.

A ticket will be opened with Washington Utility Notification Center (WUNC) for a “Design Location Request” to mark the underground utilities within the survey limits. This is a free service although making a request does not guarantee underground facilities will be marked with paint.

Office Processing

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

Right-of-Way Resolutions

1 Alliance will attempt to resolve the Right-of-Way along for the area shown in Exhibit A along Traffic Avenue and Maple Streets. Calculations will be based on tied survey monuments and Pierce County Records. Parcel lines will not be resolved.

Right-of-way resolution will not have the benefit of title report(s). Publicly available information (County records, record of surveys, plats, etc.) will be researched. Title Reports often contain important information for Right-of-Way Resolution and can often contain information that can produce a different Right-of-Way Resolution result. It is also possible that certain roadways may or may not be within existing right-of-way.

Legal Description with Exhibit for acquisition (optional)

1 Alliance will prepare one legal description with exhibit for the purpose of acquiring a permanent utility easement or temporary construction easement.

Assumptions

- Health, Safety, and Security are priority. 1 Alliance personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
- 1 Alliance is not responsible for any delays due to conditions outside of 1 Alliance’s control.
- 1 Alliance is not responsible for any delays or errors caused by others.
- Surveying will be scheduled after the utilities have been marked by WUNC.
- Rights-of-Entry will be organized, granted, and confirmed by project owner.
- Title Reports, if required, for the affected Parcels to be provided by project owner.
- A Record of Survey/setting of property corners is not a part of these services.
- Base map to be developed using APWA drafting standards, text size/style, and layering conventions.

Deliverables

- AutoCAD Civil 3D 2020 survey base map at 1”=20’ with 1-foot contours.
- AutoCAD Civil 3D 2020 digital terrain model (DTM).
- .XML file containing the DTM and survey points.

TASK 4.0 – Prepare 90% Review Submittal

CONSULTANT shall prepare 90% review submittal for the pedestrian hybrid beacon using industry standard practices, coordination, and input from the CITY, and engineering professional judgement. The plans will identify potential utility conflicts, approximate limits of right-of-way, placement of advanced warning sign poles, trenching limits for power and communication conduits, true scale of junction box location and installation limits, proposed signal mast arm placement, location of electrical service of equipment, and ADA curb ramp revisions assuming maximum extent feasible design limits for compliance. The plans for the 10 intersections requiring retroreflective backing plate upgrades shall be prepared on an aerial base suitable to communicate the location and extent of the work.

Assumptions:

- CITY shall review and provide comments within 2 weeks of submittal.

Deliverables:

- Electronic copy of the plan set in AutoCAD Civil 3D 2020 and .pdf format.

TASK 5.0 - Prepare Environmental Documentation

NEPA Documentation

This project will use federal funds (a Highway Safety Improvement Program grant) and will therefore be subject to the National Environmental Policy Act (NEPA). ESA will prepare documentation to satisfy NEPA requirements. For the purposes of this scope and budget, it is assumed the appropriate level of documentation will be a NEPA Documented Categorical Exclusion (DCE). Task 2 includes the preparation of the Washington Department of Transportation (WSDOT) Categorical Exclusion (CE) Form and supporting documentation. Supporting documentation will include environmental justice documentation, No Effect language to comply with Section 7 of the Endangered Species Act, and hazardous materials documentation.

ESA's first step will be in coordination with TSI and the City of Sumner to arrange and participate in a NEPA Kick-off Meeting with WSDOT Local Programs (LP) Environmental staff. The purpose of the NEPA Kick-off Meeting is to obtain agreement from WSDOT LP on the NEPA approach and documentation required for the CE. The NEPA process and methods will follow the most current WSDOT LP CE Guidebook. ESA will complete the CE using existing information from online sources, technical reports completed for the project by others, the project design plans, and other information provided by TSI or the City of Sumner.

For environmental justice (EJ), ESA will prepare documentation consistent with the WSDOT CE Guidebook. This scope assumes that (1) the project will not require any permanent or temporary acquisition of private property or relocation of real or personal property. ESA will also prepare a low-level Hazardous Materials Memorandum in compliance with the WSDOT CE Guidebook. The EJ and Hazardous Materials memoranda will be based on existing information and online sources; no new or field information will be collected.

Assumptions:

- Two rounds of review of the NEPA CED.

- One round of review of the Hazardous Materials Low-level Memorandum.
- The project will not require permanent or temporary acquisition of private property.
- An EJ Technical Discipline report or memorandum will not be required.
- No hazardous materials are located within the project area.
- The Hazardous Materials Low-level Memorandum will address properties within 0.5 mile of the only area where ground disturbance would occur (the proposed location of the pedestrian beacon). This scope assumes that a maximum of 8 properties are recorded in hazardous materials databases at the Washington State Department of Ecology within 0.5 mile of the proposed pedestrian beacon location.
- The CE is the appropriate environmental classification for this project (a NEPA EA or NEPA EIS will not be prepared).
- TSI or the City will provide ESA with geotechnical information of the project area for the purposes of the NEPA CED.
- The project will not increase traffic capacity and therefore is not subject to air quality conformity analysis requirements, nor will a noise assessment be required under NEPA.
- No wetlands, streams, or other critical areas are located within the project area. A wetland discipline report and fish, wildlife, and vegetation technical memorandum are not required.
- No Section 4(f) properties are located within the project area.
- Work accomplished for this Task 2 will utilize existing desktop resources, such as city-mapped resources and project design information provided by TSI and the City.
- This scope does not include preparation of any figures or graphics. Existing project graphics and design drawings may accompany the deliverable.
- Consultation with regulatory agencies is not included and may require an amendment to this Scope of Work.

Deliverables:

- Draft NEPA Categorical Exclusion Documentation Form (electronic copy in MS Word, for City review), including environmental justice documentation
- Revised Draft NEPA Categorical Exclusion Documentation Form (electronic copy in MS Word, for WSDOT review), including environmental justice documentation
- Final NEPA Categorical Exclusion Documentation Form (electronic copy in PDF format), including environmental justice documentation
- Draft Hazardous Materials Low-level Memorandum (electronic copy in MS Word, for City review)
- Revised Draft Hazardous Materials Low-level Memorandum (electronic copy in MS Word, for WSDOT review)
- Final Hazardous Materials Low-level Memorandum (electronic copy in PDF format)

Cultural Resources Compliance, Exemption Memorandum and Unanticipated Discovery Plan

Due to the involvement of federal funding, the project must comply with Section 106 of the National Historic Preservation Act. This project may be exempt from Section 106 compliance under the *Programmatic Agreement Among The Federal Highway Administration, The Federal Transit Administration, The Washington State Historic Preservation Officer, The Advisory Council On Historic Preservation, Federal Highway Administration Western Federal Lands Highway Division, And The*

Washington State Department Of Transportation Regarding The Federal Aid Highway, Federal Lands Highway, And Federal Transit Programs In Washington State. ESA will assess the exemption status of the project and prepare an Exemption Recommendation and Unanticipated Discovery Plan (UDP) for WSDOT review. If WSDOT finds that the project is not exempt, the City may direct ESA to proceed with Optional Task 3a, below.

Deliverables:

- Exemption Recommendation (provided electronically in MSWord format for City and WSDOT review)
- Draft Unanticipated Discovery Plan (provided electronically in MSWord format, for City and WSDOT review)
- Final Unanticipated Discovery Plan (provided electronically in PDF format)

Assumptions:

- The project is exempt from Section 106.

Cultural Resources Compliance, Area of Potential Effect Letter, Cultural Resources Survey and Report (Optional)

If WSDOT finds that the project is not exempt, the City may direct ESA to proceed with this Optional Task 3a. Optional Task 3a would require preparing an Area of Potential Effect (APE) Letter and a Cultural Resources Survey Report for City, WSDOT, and DAHP review. ESA will coordinate with the City to define the project area of potential effect (APE) to initiate the Section 106 review with WSDOT. ESA will develop a draft APE letter for submittal by WSDOT to the Department of Archaeology and Historic Preservation (DAHP) and the tribes to initiate Section 106. With DAHP's concurrence of the APE, ESA will commence cultural resource investigations and reporting. The Cultural Resources Survey and reporting will be consistent with Chapter 456 of the WSDOT's Environmental Manual/Section 4.3 of the CE Guidebook. ESA will perform a 1) background review of existing information on known cultural resources and geological conditions, and 2) pedestrian reconnaissance and limited subsurface probing (up to 2 probes) at the Traffic Avenue project site. The literature search will be used to draft a Cultural Resources Survey Report to be submitted to the City, and eventually WSDOT, for review.

Assumptions:

- If WSDOT determines the overall project is not exempt from Section 106 compliance, it will determine that only the Traffic Avenue project site requires Section 106 documentation, and that all other locations are exempt.
- No 4(f) properties are located within project area.
- This scope assumes that WSDOT will concur that no built environment historic property inventory will be required. No historic properties will be inventoried as part of this scope of work.
- The scope of work does not include revisions to the cultural resources report based on review by Section 106 consulting parties; this work would require an amendment to the scope of work.
- A free One-Call utility locate must be completed prior to subsurface probing. ESA will coordinate the request for the One-Call utility locate.

Deliverables:

- Draft 1 Area of Potential Effect (APE) Letter, for TSI and City review (provided electronically in MSWord format)
- Draft 2 APE Letter, for WSDOT review (provided electronically in MSWord format)
- Final APE Letter, for submittal to DAHP (provided electronically in PDF format)
- Draft 1 Cultural Resources Survey Report, for TSI and City review (provided electronically in MSWord format)
- Draft 2 Cultural Resources Survey Report, for WSDOT review (provided electronically in MSWord format)
- Final Cultural Resources Survey Report, for submittal to DAHP (provided electronically in Adobe PDF format)

Endangered Species Act Compliance

The project will require compliance with the Endangered Species Act due to the federal funding. ESA will prepare No Effect language as part of the Categorical Exclusion to comply with the Endangered Species Act. It is assumed that the project would not result in new pollution generating impervious surface, and that the amount of new impervious surface would be below the threshold which stormwater quantity and quality treatment is required. Stormwater would be directed into adjacent landscaped areas where it will be allowed to infiltrate.

Assumptions:

- Endangered Species Act compliance will result in No Effect language as part of the CE form.
- Consultation with USFWS or NMFS will not be required, and a Biological Assessment or separate Endangered Species Act No Effect Letter will not be prepared.
- The project would not result in new pollution generating impervious surface (PGIS).
- The project would result in an amount of new impervious surface that is less than the threshold above which stormwater quantity and quality treatment is required, using the pertinent stormwater code (either City of Sumner or Ecology).

Deliverables:

- Draft 1 ESA No Effect language as part of Draft NEPA Categorical Exclusion Documentation Form.
- Draft 2 ESA No Effect language as part of Revised Draft NEPA Categorical Exclusion Documentation Form
- Final ESA No Effect language as part of Final Draft NEPA Categorical Exclusion Documentation Form

TASK 6.0 – Right-of-Way Acquisition (optional)

The CONSULTANT will assist the CITY in obtaining right of way for a signal pole and associated equipment from one (1) parcel. This task will include the following:

- Obtain on behalf of the CITY, preliminary title commitments.
- Title analysis – Prepare list of title exceptions to be cleared.
- Prepare Administrative Offer Summary (AOS) reports for one parcel that meets the threshold for AOS, should appraisal not be required. If formal appraisal is required, CITY will contract directly with appraisal firms.
- Draft all real estate documents based on format approved by CITY.
- Perform landowner contact and all negotiations to acquire real property, to standards required by the CITY, WSDOT LAG Manual, RCO or any other grant funding requirements.
- Close out files and certify real estate, as may be required by funding source.
- Attend coordination meetings with CITY as required.
- Assist with obtaining Possession and Use agreements, if required.
- Assist and participate in public hearings and actions necessary to acquire properties through eminent domain.
- Provide CITY with complete Project Funding Estimate, to standards required by the CITY, WSDOT LAG Manual, RCO or any other grant funding requirements.

Assumptions:

- CITY to contract for appraisal and appraisal review services, environmental assessments for contamination if any are required.
- This project includes acquisition of fee simple, permanent right-of-way easements, temporary easements, construction agreements, and/or rights of entry, for 1 parcel, owned by 1 property owner.
- Relocation Services do not appear to be a requirement of this project and are therefore not included in this Scope of Services.

Deliverables:

- Real Estate Documents
- Closed Real Estate files
- Project Funding Estimate

TASK 7.0 - Prepare 100% Bid Package

The CONSULTANT will prepare a 100% level construction bid package based on the 90% submittal and response to comments. The CONSULTANT will meet with the CITY to obtain their review and input. PS&E will include the design and preparation of a basic construction bid package. The CONSULTANT will submit a 100% bid package to WSDOT for review. CONSULTANT shall respond to CITY and WSDOT comments and make changes as deemed appropriate.

Assumptions:

- CITY will advertise the project.
- WSDOT may take up to 3 weeks to review and approve the package prior to granting approval to proceed with advertising the project.

Deliverables:

- (1) Electronic copy of 100% Bid Package in .pdf format.

TASK 8.0 - Bid Support

The CONSULTANT will be available by phone and email to respond to contractor questions during the bidding period. All questions will be documented by the CITY and forwarded to the CONSULTANT for response. The CONSULTANT assumes that up to three (3) addenda may be prepared under this scope of work. The CONSULTANT will draft addendums, if any, and forward to the CITY for their use. CONSULTANT shall attend a Pre-Bid meeting if requested and support the CITY in answering questions regarding the project.

Assumptions:

- The cutoff date for the Q&A and/or Addenda will be 5 working days prior to the bid advertisement date, as amended.

Deliverables:

- Documentation of responses to contractor(s), and preparation of addenda.

TASK 9.0 - Construction On-Call Support and/or Construction Management Support

The CITY may consider adding construction support services to this contract. If so, the CONSULTANT and CITY will negotiate an amendment to this agreement.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

City of Sumner - Maple Street/Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates Exhibit D Fee Estimate 3/10/2022	Person	Victor S	Kirk H	Mike S	Jennifer	Jill		
	Class.	Engineer VIII	Engineer VIII	Sr. Engr Technician	Planner III	Office Manager		
	Bill Rate	\$218.54	\$205.69	\$128.55	\$89.99	\$96.42	Hours	Amt
1 Project Administration & Quality Control		2.0	12.0		12.0	12.0	38.0	\$ 5,142.28
2 Data Collection			2.0	8.0			10.0	\$ 1,439.78
3 Survey and Base Mapping			2.0	12.0			14.0	\$ 1,953.98
4 Prepare 90% Review Submittal		2.0	28.0	60.0			90.0	\$ 13,909.40
5 Environmental Documentation			8.0	12.0			20.0	\$ 3,188.12
6 Right-of-Way Acquisition (if deemed necessary)		2.0	12.0	8.0				\$ 3,933.76
7 Final Design and PS&E (100%)		2.0	40.0	18.0			60.0	\$ 10,978.58
8 Bid Support		2.0	8.0	8.0			18.0	\$ 3,111.00
9 Construction Support (future phase)							-	\$ -
Labor Sub Total		10.0	112.0	126.0	12.0	12.0	250.0	\$ 43,656.90
TSI Expenses								
Travel - Field Reviews (up to 1 trip at 125 mi each RT)		125 miles			0.585 \$/mile			\$ 73.13
Subconsultants								
1 Alliance Geomatics (Includes budget for ROW Legal Description if required)								\$ 9,599.59
ESA (Includes budget for cultural resources compliance if required)								\$ 22,541.19
Management Reserve								\$ 9,000.00
Expenses Subtotal								\$ 41,213.91
Total Fee Estimate								\$ 84,870.81



**Washington State
Department of Transportation**

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

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

August 31, 2021

Transportation Solutions, Inc.
16932 Woodinville-Redmond Rd NE, Suite A206
Woodinville, WA 98072

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Victor Salemann:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 117.53% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

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

ERIK K. JONSON
Contract Services Manager

EKJ:ah



Transportation Solutions Inc.
Actuals Not To Exceed Table (ANTE)
Effective 7/1/21

Classification	Direct Labor Rate Not to Exceed	WSDOT ICR 117.53%	Fixed Fee 29.69%	All Inclusive Hourly Billing Rate Not to Exceed
Engineer VIII	\$90.00	\$105.78	\$26.72	\$222.50
Engineer VII	\$73.00	\$85.80	\$21.67	\$180.47
Engineer VI	\$65.00	\$76.39	\$19.30	\$160.69
Engineer V	\$62.00	\$72.87	\$18.41	\$153.28
Engineer IV	\$50.00	\$58.77	\$14.85	\$123.61
Engineer III	\$42.00	\$49.36	\$12.47	\$103.83
Engineer II	\$37.00	\$43.49	\$10.99	\$91.47
Engineer I	\$33.00	\$38.78	\$9.80	\$81.58
Sr. Engr Technician	\$52.50	\$61.70	\$15.59	\$129.79
Planner III	\$37.00	\$43.49	\$10.99	\$91.47
Office Manager	\$40.00	\$47.01	\$11.88	\$98.89

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.



City of Sumner - Traffic Avenue at Maple Street Pedestrian Signal Survey

Background

The City of Sumner is looking to replace the existing rectangular rapid flashing beacon with a pedestrian hybrid beacon across Traffic Avenue at Maple Street.

Survey Limits

Mapping areas is the intersection at Traffic Avenue and Maple Streets. Limits will extend 5 feet beyond back of sidewalks and 25 feet each direction from the existing curb ramps. Please see Exhibit A, Surveying Limits, attached to this proposal.

Scope of Services

3. Surveying and Mapping

3.1. Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude. Depending on the project requirements, 1 Alliance will assign a Survey Project Manager, Assistant Project Manager, and Survey Quality Leader for this project.

3.2. Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real-Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

- Geodetic Survey Control (Coordinates)
 - Current WSRN coordinate system is NAD83-2011 Epoch 2010.00 Coordinates.
 - Horizontal survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 RCW.
 - Vertical Datum for the survey work shall reference the NAVD88.
- Cadastral Survey Control (Lines established and marked on the ground by suitable monuments, which are used as starting and closing points in surveys of the public domain of the United States.)
- Units shall be in US Survey Feet.

3.3. Field Surveying and Mapping

This task includes the field surveying and mapping required for this specific effort. 1 Alliance will be using a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

1 Alliance will provide a ground based topographic survey of the Planimetric features to generate a base map at a scale of 1"=20' and generate a digital Terrain model (DTM) of 1-foot contours. Features may include curb and gutter, curb ramps, traffic island and ramps, sidewalks, driveways, asphalt, fences, signs, traffic control devices, channelization, light and utility poles, meters, fire hydrants, valves, trees 6" and larger at breast height.

3.4. Utility Surveying Services

- Surface Observable utilities will be located as found within the surveying limits.
- Measure downs for sanitary sewer manholes, catch basins and storm drain manholes with pipe size, material, direction, and invert elevations will be obtained, if possible.
- A ticket will be opened with Washington Utility Notification Center (WUNC) for a "Design Location Request" to mark the underground utilities within the survey limits. This is a free service although making a request does not guarantee underground facilities will be marked with paint.

3.5. Office Processing

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

3.6. Right-of-Way Resolutions

1 Alliance will attempt to resolve the Right-of-Way along for the area shown in Exhibit A along Traffic Avenue and Maple Streets. Calculations will be based on tied survey monuments and Pierce County Records. Parcel lines will not be resolved.

Right-of-way resolution will not have the benefit of title report(s). Publicly available information (County records, record of surveys, plats, etc.) will be researched. Title Reports often contain important information for Right-of-Way Resolution and can often contain information that can produce a different Right-of-Way Resolution result. It is also possible that certain roadways may or may not be within existing right-of-way.

3.7. Legal Description with Exhibit for acquisition (optional)

1 Alliance will prepare one legal description with exhibit for the purpose of acquiring a permanent utility easement or temporary construction easement.

Assumptions

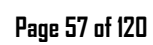
1. Health, Safety, and Security are priority. 1 Alliance personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.



2. 1 Alliance is not responsible for any delays due to conditions outside of 1 Alliance's control.
3. 1 Alliance is not responsible for any delays or errors caused by others.
4. Surveying will be scheduled after the utilities have been marked by WUNC.
5. Rights-of-Entry will be organized, granted, and confirmed by project owner.
6. Title Reports, if required, for the affected Parcels to be provided by project owner.
7. A Record of Survey/setting of property corners is not a part of these services.
8. Base map to be developed using APWA drafting standards, text size/style, and layering conventions.
9. The fee estimate expires 90 days after this dated proposal and may need to be revised thereafter.

Deliverables

1. AutoCAD Civil 3D 2020 survey base map at 1"=20' with 1-foot contours.
2. AutoCAD Civil 3D 2020 digital terrain model (DTM).
3. .XML file containing the DTM and survey points.



City of Sumner - Maple Street/Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates 1AG Fee Estimate 3/11/2022	Person	Principal Surveyor	COO	Sr. Project Manager & Project Manager	Project Surveyor	Tech 4 & 5	Tech 1, 2, & 3	Admin Asst 5	Assist PM & Controller	Hours	Amt
	Class.										
	Billrate	\$ 234.10	\$ 195.88	\$ 164.83	\$ 123.02	\$ 113.23	\$ 87.19	\$ 74.05	\$ 119.44		
1 PM; Admin; QA/QC		1.0	4.0					2.0	2.0	9.0	\$ 1,404.60
2 Survey Control					1.0	6.0	6.0			13.0	\$ 1,325.54
3 3D Laser Scanner					6.0	2.0	2.0			10.0	\$ 1,138.96
4 Field Mapping			4.0			4.0	4.0			12.0	\$ 1,585.20
5 Utility Mapping (GIS)					2.0					2.0	\$ 246.04
6 Office Processing					2.0					2.0	\$ 246.04
7 ROW/Boundary/Easements				12.0	1.0					13.0	\$ 2,100.98
8 Legal Description w/Exhibit		1.0	1.0	4.0	2.0			1.0	1.0	10.0	\$ 1,528.83
Labor Sub Total		2.0	9.0	16.0	14.0	12.0	12.0	3.0	3.0	71.0	\$ 9,576.19
TSI Expenses Mileage		40 miles						0.585 \$/mile	\$	23.40	
Expenses SubTotal											\$ 23.40
Total Fee Estimate											\$ 9,599.59



**Washington State
Department of Transportation**

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

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

August 2, 2021

1 Alliance Geomatics, LLC
1261 A 120th Avenue NE
Bellevue, WA 98005

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Michael Paradis:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 109.19% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

1 Alliance Geomatics 1261A 120th Ave NE Bellevue, WA 98005				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		109.19%	29.69%	
ADMINISTRATIVE ASSISTANT 5	\$31.00	\$33.85	\$9.20	\$74.05
Assist PM & Controler	\$50.00	\$54.60	\$14.85	\$119.44
COO	\$82.00	\$89.54	\$24.35	\$195.88
Principal Surveyor	\$98.00	\$107.01	\$29.10	\$234.10
Tech 1, 2 & 3	\$36.50	\$39.85	\$10.84	\$87.19
Tech 4 & 5	\$47.70	\$52.08	\$14.16	\$113.95
Project Surveyor	\$51.50	\$56.23	\$15.29	\$123.02
Sr. Project Manager & Project Manager	\$69.00	\$75.34	\$20.49	\$164.83

Environmental Science Associates

Maple Street/Traffic Avenue Pedestrian Signal & Citywide Backplates Project

Environmental Services Scope of Work

Environmental Science Associates (ESA), under a subconsultant agreement with Transportation Solutions, Inc. (Consultant), will assist the City of Sumner (City) with environmental documentation related to the Maple Street/Traffic Avenue Pedestrian Signal & Citywide Backplates Project (project) by providing the services described below. The project will entail replacing an existing rectangular rapid flashing beacon pedestrian sign with a pedestrian signal across Traffic Avenue at Maple Street and installing retroreflective signal backplates throughout the City at City-owned traffic signals where they are not currently installed. No permanent or temporary right-of-way acquisition will be required for the pedestrian signal pole(s). Ground disturbance will occur at the location of the pedestrian signal, across Traffic Avenue at Maple Street.

Task 1. Project Management

This task includes time for regular communication with the TSI project manager, project engineers, and technical staff; agency coordination; work authorization set-up and monitoring; preparing progress reports and invoices; managing budget and schedule; and quality control and assurance. We have assumed that one (1) project kick-off meeting will occur under Task 1. Environmental permitting support is expected to last 6 months.

Deliverables:

- Six (6) monthly progress reports (submitted with monthly invoice).

Assumptions:

- This Scope of Work assumes that no fieldwork and surveys will be required. Rather, a desktop exercise will provide sufficient documentation.
- The project will last 6 months from Notice to Proceed.

Task 2. NEPA Documentation

This project will use federal funds (a Highway Safety Improvement Program grant) and will therefore be subject to the National Environmental Policy Act (NEPA). ESA will prepare documentation to satisfy NEPA requirements. For the purposes of this scope and budget, it is assumed the appropriate level of documentation will be a NEPA Documented Categorical Exclusion (DCE). Task 2 includes the preparation of the Washington Department of Transportation (WSDOT) Categorical Exclusion (CE) Form and supporting documentation. Supporting documentation will include environmental justice documentation, No Effect language to comply with Section 7 of the Endangered Species Act, and hazardous materials documentation.

ESA's first step will be in coordination with TSI and the City of Sumner to arrange and participate in a NEPA Kick-off Meeting with WSDOT Local Programs (LP) Environmental staff. The purpose of the NEPA Kick-off Meeting is to obtain agreement from WSDOT LP on the NEPA approach and documentation required for the CE. The NEPA process and methods will follow the most current WSDOT LP CE Guidebook. ESA will complete the CE using existing information from online sources, technical reports completed for the project by others, the project design plans, and other information provided by TSI or the City of Sumner.

For environmental justice (EJ), ESA will prepare documentation consistent with the WSDOT CE Guidebook. This scope assumes that (1) the project will not require any permanent or temporary acquisition of private property or relocation of real or personal property. ESA will also prepare a low-level Hazardous Materials Memorandum in compliance with the WSDOT CE Guidebook. The EJ and Hazardous Materials memoranda will be based on existing information and online sources; no new or field information will be collected.

Deliverables:

- Draft NEPA Categorical Exclusion Documentation Form (electronic copy in MS Word, for City review), including environmental justice documentation
- Revised Draft NEPA Categorical Exclusion Documentation Form (electronic copy in MS Word, for WSDOT review), including environmental justice documentation
- Final NEPA Categorical Exclusion Documentation Form (electronic copy in PDF format), including environmental justice documentation
- Draft Hazardous Materials Low-level Memorandum (electronic copy in MS Word, for City review)
- Revised Draft Hazardous Materials Low-level Memorandum (electronic copy in MS Word, for WSDOT review)
- Final Hazardous Materials Low-level Memorandum (electronic copy in PDF format)

Assumptions:

- Two rounds of review of the NEPA CED.
- One round of review of the Hazardous Materials Low-level Memorandum.
- The project will not require permanent or temporary acquisition of private property.
- An EJ Technical Discipline report or memorandum will not be required.
- No hazardous materials are located within the project area.
- The Hazardous Materials Low-level Memorandum will address properties within 0.5 mile of the only area where ground disturbance would occur (the proposed location of the pedestrian beacon). This scope assumes that a maximum of 8 properties are recorded in hazardous materials databases at the Washington State Department of Ecology within 0.5 mile of the proposed pedestrian beacon location.
- The CE is the appropriate environmental classification for this project (a NEPA EA or NEPA EIS will not be prepared).
- TSI or the City will provide ESA with geotechnical information of the project area for the purposes of the NEPA CED.

- The project will not increase traffic capacity and therefore is not subject to air quality conformity analysis requirements, nor will a noise assessment be required under NEPA.
- No wetlands, streams, or other critical areas are located within the project area. A wetland discipline report and fish, wildlife, and vegetation technical memorandum are not required.
- No Section 4(f) properties are located within the project area.
- Work accomplished for this Task 2 will utilize existing desktop resources, such as city-mapped resources and project design information provided by TSI and the City.
- This scope does not include preparation of any figures or graphics. Existing project graphics and design drawings may accompany the deliverable.
- Consultation with regulatory agencies is not included and may require an amendment to this Scope of Work.

Task 3. Cultural Resources Compliance, Exemption Memorandum and Unanticipated Discovery Plan

Due to the involvement of federal funding, the project must comply with Section 106 of the National Historic Preservation Act. This project may be exempt from Section 106 compliance under the *Programmatic Agreement Among The Federal Highway Administration, The Federal Transit Administration, The Washington State Historic Preservation Officer, The Advisory Council On Historic Preservation, Federal Highway Administration Western Federal Lands Highway Division, And The Washington State Department Of Transportation Regarding The Federal Aid Highway, Federal Lands Highway, And Federal Transit Programs In Washington State*. ESA will assess the exemption status of the project and prepare an Exemption Recommendation and Unanticipated Discovery Plan (UDP) for WSDOT review. If WSDOT finds that the project is not exempt, the City may direct ESA to proceed with Optional Task 3a, below.

Deliverables:

- Exemption Recommendation (provided electronically in MSWord format for City and WSDOT review)
- Draft Unanticipated Discovery Plan (provided electronically in MSWord format, for City and WSDOT review)
- Final Unanticipated Discovery Plan (provided electronically in PDF format)

Assumptions:

- The project is exempt from Section 106.

Contingent Task 3a. Cultural Resources Compliance, Area of Potential Effect Letter, Cultural Resources Survey and Report

If WSDOT finds that the project is not exempt (see Task 3), the City may direct ESA to proceed with this Optional Task 3a. Optional Task 3a would require preparing an Area of Potential Effect (APE) Letter and a Cultural Resources Survey Report for City, WSDOT, and DAHP review. ESA will coordinate with the City to define the project area of potential effect (APE) to initiate the Section 106 review with WSDOT. ESA will develop a draft APE letter for submittal by WSDOT to the Department of Archaeology

and Historic Preservation (DAHP) and the tribes to initiate Section 106. With DAHP's concurrence of the APE, ESA will commence cultural resource investigations and reporting. The Cultural Resources Survey and reporting will be consistent with Chapter 456 of the WSDOT's Environmental Manual/Section 4.3 of the CE Guidebook. ESA will perform a 1) background review of existing information on known cultural resources and geological conditions, and 2) pedestrian reconnaissance and limited subsurface probing (up to 2 probes) at the Traffic Avenue project site. The literature search will be used to draft a Cultural Resources Survey Report to be submitted to the City, and eventually WSDOT, for review.

Deliverables:

- Draft 1 Area of Potential Effect (APE) Letter, for TSI and City review (provided electronically in MSWord format)
- Draft 2 APE Letter, for WSDOT review (provided electronically in MSWord format)
- Final APE Letter, for submittal to DAHP (provided electronically in PDF format)
- Draft 1 Cultural Resources Survey Report, for TSI and City review (provided electronically in MSWord format)
- Draft 2 Cultural Resources Survey Report, for WSDOT review (provided electronically in MSWord format)
- Final Cultural Resources Survey Report, for submittal to DAHP (provided electronically in Adobe PDF format)

Assumptions:

- If WSDOT determines the overall project is not exempt from Section 106 compliance, it will determine that only the Traffic Avenue project site requires Section 106 documentation, and that all other locations are exempt.
- No 4(f) properties are located within project area.
- This scope assumes that WSDOT will concur that no built environment historic property inventory will be required. No historic properties will be inventoried as part of this scope of work.
- The scope of work does not include revisions to the cultural resources report based on review by Section 106 consulting parties; this work would require an amendment to the scope of work.
- A free One-Call utility locate must be completed prior to subsurface probing. ESA will coordinate the request for the One-Call utility locate.

Task 4. Endangered Species Act Compliance

The project will require compliance with the Endangered Species Act due to the federal funding. ESA will prepare No Effect language as part of the Categorical Exclusion to comply with the Endangered Species Act. It is assumed that the project would not result in new pollution generating impervious surface, and that the amount of new impervious surface would be below the threshold which stormwater quantity and quality treatment is required. Stormwater would be directed into adjacent landscaped areas where it will be allowed to infiltrate.

Deliverables:

- Draft 1 ESA No Effect language as part of Draft NEPA Categorical Exclusion Documentation Form.
- Draft 2 ESA No Effect language as part of Revised Draft NEPA Categorical Exclusion Documentation Form
- Final ESA No Effect language as part of Final Draft NEPA Categorical Exclusion Documentation Form

Assumptions:

- Endangered Species Act compliance will result in No Effect language as part of the CE form.
- Consultation with USFWS or NMFS will not be required, and a Biological Assessment or separate Endangered Species Act No Effect Letter will not be prepared.
- The project would not result in new pollution generating impervious surface (PGIS).
- The project would result in an amount of new impervious surface that is less than the threshold above which stormwater quantity and quality treatment is required, using the pertinent stormwater code (either City of Sumner or Ecology).

Task 5. State Environmental Policy Act (SEPA) Exemption Letter

The City of Sumner Community Development Department will require that the project comply with all city code requirements and design and development standards. The project may require local permits, including but not limited to a clearing and grading permit or a right-of-way permit. The need for one or more local permits triggers required compliance with the State Environmental Policy Act (SEPA). For the purposes of this scope of work, the project is assumed to be categorically exempt from a SEPA threshold determination and EIS requirements under WAC Section 197-11-800 (2) (d) (i):

“The proposed actions ... are categorically exempt from threshold determination and EIS requirements...

(2) Other minor new construction.

(d) The construction or installation of minor road and street improvements by any agency or private party that include the following:

(i) Safety structures and equipment: Such as pavement marking, adding or removing turn restrictions, speed limit designation, physical measures to reduce motor vehicle traffic speed or volume, freeway surveillance and control systems, railroad protective devices (not including grade-separated crossings), grooving, glare screen, safety barriers, energy attenuators...” (WAC Section 197-11-800 (2) (d) (i))

Although under WAC 197-11-305, an agency is not required to document that a proposal is categorically exempt, ESA will prepare a SEPA Exemption Letter so that the City can consult and confirm the exemption with the City of Sumner Community Development Department and keep the letter in the project records.

Deliverables:

- Draft SEPA Exemption Letter (provided electronically in MSWord format) for City review
- Final SEPA Exemption Letter (provided electronically in PDF format) for the City of Sumner Community Development Department, the City's SEPA Responsible Official, and City records.

Assumptions:

- A SEPA Checklist will not be required. If the City determines that a SEPA Checklist is required, that work will be authorized and completed separately.
- The project is categorically exempt from SEPA as per WAC 197-11-800 (2)(d)(i).
- No additional technical studies or additional analysis are included in this task. If the City determines that additional studies or analysis are required, that work will be authorized and completed prior to completion of the SEPA Environmental Checklist.

City of Sumner - Maple Street/Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates	Person	Pam Xander	Katie Carroz	Nicole Lobodzinski	Silvia Hendrickson	Peter Lawson	Aaron Ellig	Chris Lockwood	Katie Wilson	Emily Scott	Melody McCart	Peter Carr	Susan Bjork		
	Class.	Regional Business Group Director, Planning	Planner IV-b	Planner III	Planner II-b	Biologist IV-b	Biologist II	Regional Business Group Director - Cultural	Cultural Resources Specialist IV	Cultural Resources Specialist III	GIS Analyst	Editor	Lead Project Accountant		
	Billrate	\$ 268.39	\$ 181.12	\$ 149.61	\$ 128.61	\$ 185.68	\$ 117.93	\$ 212.64	\$ 147.48	\$ 141.75	\$ 113.54	\$ 170.94	\$ 137.62	Hours	Amt
	2/23/2022														
1 Project Management		1.0	20.0										3.0	24.0	\$ 4,303.65
2 NEPA Documentation			16.0	40.0		1.0	4.0					2.0		63.0	\$ 9,881.60
3 Contingent Cultural Resources Compliance: APE Leter and Cultural Resources Survey and Report								4.0		20.0	4.0			28.0	\$ 4,139.72
4 ESA No Effect Documentation						12.0								12.0	\$ 2,228.16
5 SEPA Exemption			2.0	8.0								1.0		11.0	\$ 1,730.06
Labor Sub Total		1.0	38.0	48.0	-	13.0	4.0	4.0	-	20.0	4.0	3.0	3.0	138.0	\$ 22,283.19
ESAEexpenses Reimbursable Expenses														\$ 258.00	
Expenses SubTotal															\$ 258.00
Total Fee Estimate															\$ 22,541.19

July 7, 2021

Environmental Science Associates
550 Kearny Street, Suite 800
San Francisco, CA 94108

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Cindy Choy:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Gusman & Associates as follows:

- Office Rate: 197.90% of direct labor
- Field Rate: 147.40% of direct labor

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;



ERIK K. JONSON
Contract Services Manager

EKJ:ah

Environmental Science Associates Actuals Not to Exceed				
Classification	DSC Not to Exceed	WSDOT ICR 197.90%	Fee 29.69%	All Inclusive Hourly Billing Rate Not to Exceed
Office Clerk	\$25.50	\$50.46	\$7.57	\$83.54
Project Accountant	\$32.02	\$63.37	\$9.51	\$104.89
Administrative Assistant	\$26.69	\$52.82	\$7.92	\$87.43
Regional Office Manager	\$42.72	\$84.54	\$12.68	\$139.95
Lead Project Accountant	\$46.88	\$92.78	\$13.92	\$153.57
Senior Administrative Assitant	\$37.64	\$74.49	\$11.18	\$123.30
Landscape Designer 1	\$33.33	\$65.96	\$9.90	\$109.19
Landscape Designer 2	\$32.19	\$63.70	\$9.56	\$105.45
Landscape Architect 3	\$47.74	\$94.48	\$14.17	\$156.39
Landscape Architect 4	\$63.39	\$125.45	\$18.82	\$207.66
Landscape Architect 5	\$58.90	\$116.56	\$17.49	\$192.95
Civil Engineer 1	\$35.67	\$70.59	\$10.59	\$116.85
Civil Engineer 2	\$45.67	\$90.38	\$13.56	\$149.61
Civil Engineer 3	\$54.52	\$107.90	\$16.19	\$178.60
Civil Engineer 4	\$68.09	\$134.75	\$20.22	\$223.06
Civil Engineer 5	\$90.37	\$178.84	\$26.83	\$296.04
Environmental Group Director	\$89.18	\$176.49	\$26.48	\$292.14
Planning Group Director	\$81.93	\$162.14	\$24.33	\$268.39
Engineering Group Director	\$81.70	\$161.68	\$24.26	\$267.64
Practice Lead	\$101.55	\$200.97	\$30.15	\$332.67
Regional Director	\$105.27	\$208.33	\$31.25	\$344.85
Planner 1	\$24.52	\$48.53	\$7.28	\$80.33
Airport Planner 1	\$28.22	\$55.85	\$8.38	\$92.45
Planner 2	\$64.60	\$127.84	\$19.18	\$211.62
Planner 3	\$68.83	\$136.21	\$20.44	\$225.48
Planner 4	\$82.78	\$163.82	\$24.58	\$271.18
Planner 5	\$88.88	\$175.89	\$26.39	\$291.16
Airport Planner 3	\$55.26	\$109.36	\$16.41	\$181.03
Airport Planner 4	\$70.94	\$140.39	\$21.06	\$232.39
Airport Planner 5	\$99.03	\$195.98	\$29.40	\$324.41
Biologist 1	\$30.92	\$61.19	\$9.18	\$101.29
Air/Noise Analyst 1	\$26.00	\$51.45	\$7.72	\$85.17
Cultural Resource Specialist 1	\$27.08	\$53.59	\$8.04	\$88.71
Environmental Scientist 1	\$33.40	\$66.10	\$9.92	\$109.42
Environmental Technician	\$63.43	\$125.53	\$18.83	\$207.79
Biologist 2	\$37.88	\$74.96	\$11.25	\$124.09
Biologist 3	\$49.86	\$98.67	\$14.80	\$163.34
Biologist 4	\$73.51	\$145.48	\$21.83	\$240.81
Biologist 5	\$81.88	\$162.04	\$24.31	\$268.23
Air/Noise Analyst 2	\$42.09	\$83.30	\$12.50	\$137.88
Air/Noise Analyst 3	\$58.20	\$115.18	\$17.28	\$190.66
Air/Noise Analyst 4	\$62.50	\$123.69	\$18.56	\$204.74
Air/Noise Analyst 5	\$94.08	\$186.18	\$27.93	\$308.20
Hydrologist 2	\$32.93	\$65.17	\$9.78	\$107.88
Hydrologist 3	\$53.03	\$104.95	\$15.74	\$173.72
Hydrologist 4	\$54.48	\$107.82	\$16.18	\$178.47
Hydrologist 5	\$74.78	\$147.99	\$22.20	\$244.97
Cultural Resource Specialist 2	\$39.74	\$78.65	\$11.80	\$130.18
Cultural Resource Specialist 3	\$49.57	\$98.10	\$14.72	\$162.39
Cultural Resource Specialist 4	\$64.38	\$127.41	\$19.11	\$210.90
Cultural Resource Specialist 5	\$71.75	\$141.99	\$21.30	\$235.05
Environmental Scientist 2	\$31.84	\$63.01	\$9.45	\$104.30
Environmental Scientist 3	\$57.99	\$114.76	\$17.22	\$189.97
Environmental Scientist 4	\$66.19	\$130.99	\$19.65	\$216.83
Environmental Scientist 5	\$78.49	\$155.33	\$23.30	\$257.13
Technical Editor	\$52.18	\$103.26	\$15.49	\$170.94
GIS Analyst	\$40.21	\$79.58	\$11.94	\$131.72
Senior GIS Analyst	\$51.01	\$100.95	\$15.14	\$167.10
Geospatial Manager	\$50.82	\$100.57	\$15.09	\$166.48
Graphic Designer	\$49.22	\$97.41	\$14.61	\$161.24

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility
Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

SUBJECT: Resolution No. 1618 - 2023-2028 Six-Year Transportation Improvement Program Annual Update

CATEGORY: Public Hearings

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1618- Six-Year TIP 2023-2028

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

SUMMARY BACKGROUND:

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

The Alder & Kincaid Utility Improvements Phase 1 & Phase 2 were added to the TIP. Construction for Phase 1 is set to begin in the summer of 2022 and includes the Heritage Park Woonerf improvements.

The 160th Avenue East and Parker Road East projects were updated to account for the private development improvements.

The Main Street and Wood Avenue Intersection Improvements project is wrapping up design and right-of-way acquisition phases. The project will begin construction this summer.

A study session to discuss the TIP was held on March 14th, 2022. A follow-up to formally adopt the TIP is scheduled for the April 4th, 2022 Council Meeting.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 3/14/2022

COMMITTEE RECOMMENDATION: Discussion Only

STAFF RECOMMENDATIONS/MOTION:

Hold Public Hearing on 6 year TIP.

**RESOLUTION NO. 1618
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
ADOPTING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM.**

WHEREAS, the governing body of each municipal corporation of the State of Washington is required to adopt a Six-Year Transportation Improvement Program; and

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

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

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 Transportation Improvement Program 2023-2028, 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.

Section 3. Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

APPROVED AND ADOPTED this 4th day of April 2022.

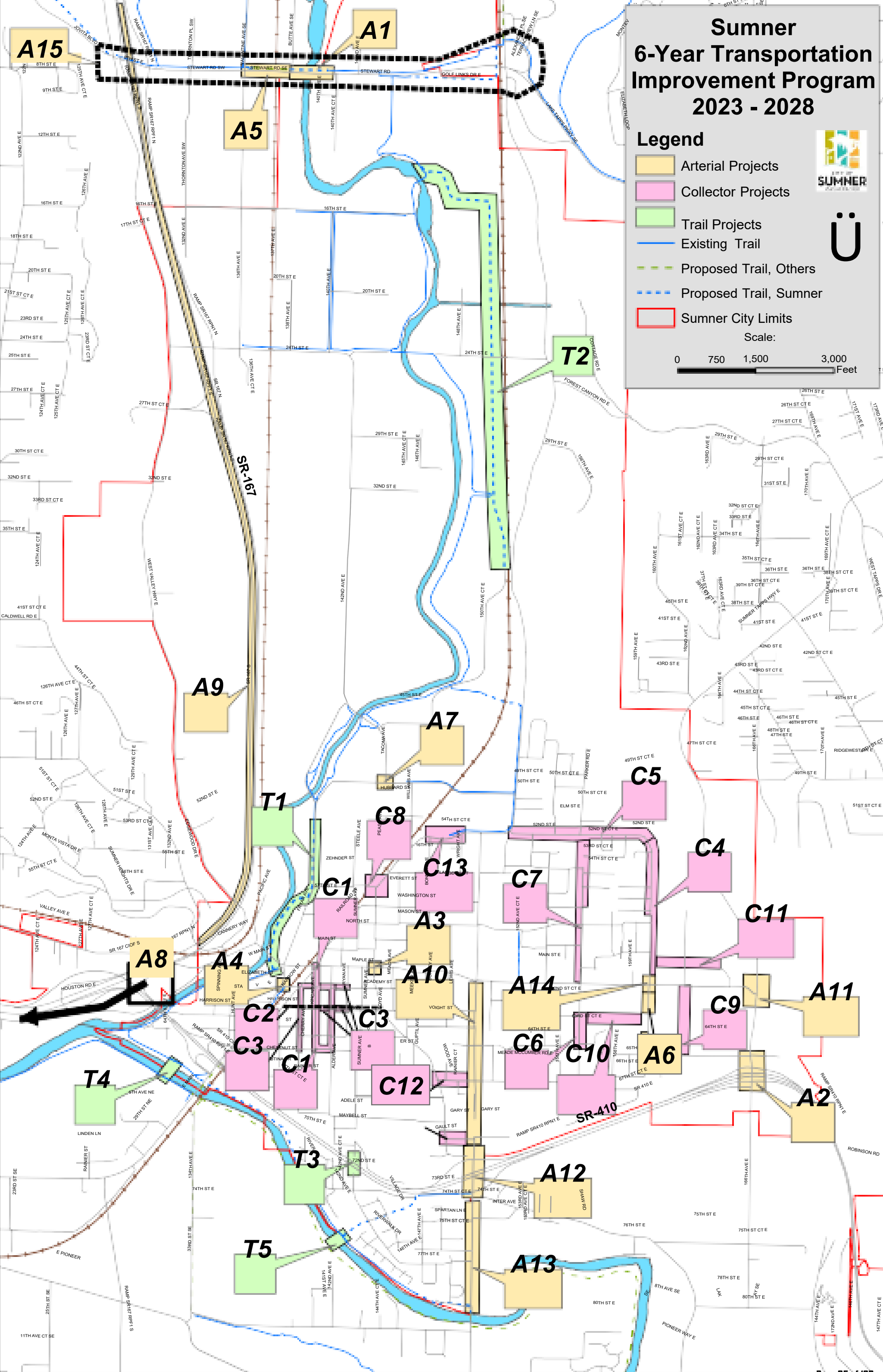
Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez



Sumner

6-Year Transportation Improvement Program

2023 - 2028

 Arterial Projects

 Collector Projects

 Trail Projects

 Existing Trail

 Proposed Trail, Others

 Proposed Trail, Sumner

 Sumner City Limits

Scale:

0

750

1,500

3,000

Feet



Six Year Transportation Improvement Program 2023-2028
City of Sumner

Prepared by:

Mike Dahlem, P.E.
Public Works Director

Projects Listed in Priority Order
Italics identify unfundend milestones

ARTERIAL STREET PROGRAM										
ID	PROJECT	LOCATION	DESCRIPTION	TOTAL COSTS	FUNDED?	YEAR				REMARKS
						PLANNING	DESIGN	ROW/PERMIT	CONSTRUCTION	
A1	Stewart Rd (8th St.) White River Bridge	Stewart Road at White River	Replace existing 2-lane bridge with new bridge with two unequal length spans. New structure will accommodate 4 vehicle lanes, a sidewalk, and a trail crossing.	\$30,000,000	Partial	Complete	2022	2023	2024-2027	Project funded by Federal STP Grant, FMSIB Grant, Pierce County, Port of Tacoma, and City of Auburn.
A2	166th Ave E Widening	SR 410 WB Ramp Terminals to just north of 64th St. E.	Widen 166th Ave E to 4-5 lanes through the identified corridor and improve lane configuration and intersection control at the two existing intersections.	\$18,000,000	Partial	Complete	2025	2026	2027	Design is City funded, received \$25,000 Port of Tacoma Grant
A3	Main St. and Wood Ave. Intersection Improvements	Main St. and Wood Ave. intersection	Construct pedestrian improvements and upgrade signal to current standards	\$2,000,000	Yes	Complete	Completing in 2022	Completing in 2022	2022-2023	Funding Secured. Project schedule for construction Summer 2022.
A4	Maple Street Pedestrian Signal and Citywide Signal Backplates	Traffic Avenue and Maple Street Ped Signal, Backplates Various Locations Citywide	Replace existing pedestrian-activated rectangular rapid flashing beacons with signal (expected to be a High Intensity Activated Crosswalk (HAWK) signal), add retroreflective backplates to upgrade signal heads citywide.	\$431,000	Yes	Complete	Completing in 2022	Completing in 2022	2023	Over 90% funded by a Highway Safety Improvement Program grant.
A5	Stewart Rd (8th St.) Railroad Crossing	Valentine Ave to Butte Ave (in the City of Pacific)	Widen Stewart Rd from 2 lanes to 4/5 lanes, widen the Union Pacific Railroad Crossing, Install a new signal at Butte Avenue	**\$6,000,000	Yes	Complete	Complete	Complete	2021-2023	Project being run by City of Pacific. City of Sumner to contribute \$700,000 in Sumner TIF funds to the project.
A6	160th Ave. E	Main St. to 64th St. E	Improve and widen streets to minor arterial standards with bike paths and sidewalks.	\$1,000,000	Partial	Complete	2024	2025	2027	Sidewalk on east side of 160th completing in 2022. Remaining upgrades unfunded.
A7	Puyallup St and Tacoma Ave Intersection Improvements	Intersection of Puyallup Street and Tacoma Avenue	Evaluate intersection for an upgrade to a signal and provide sidewalks/ADA improvements	\$1,500,000	No	Complete	2025	2026	2027	This is a future project that will be evaluated in the coming years.
A8	SR 167 / I-5 Connection Project	Puyallup to Fife	WSDOT Gateway Program Project - The SR 167 Completion project will build the remaining four miles of SR 167 between Meridian and I-5, completing a long-planned connection to I-5. The project also includes a two mile connection from I-5 to the Port of Tacoma.	*\$1,000,000,000	Yes	Complete	2017-2025	2017-2025	2019-2030	WSDOT-led regional project. Sumner has committed \$500,000 as a local agency contribution to the project
A9	SR 167	From SR 410 Interchange to 15th St SW (Auburn)	Add southbound HOT lane	*Unknown	No	Complete	2023-2025	N/A	2025-2027	This is a WSDOT-led project on a state highway. Sumner has not taken an active role in WSDOT's project and has not committed any funds to the project to date.
A10	Valley Avenue	From SR 410 to Main Street	Overlay existing roadway surface, complete required ADA upgrades	\$1,500,000	No	Complete	2025	N/A	2026	No funding to date. Roadway is in need of an overlay.
A11	Sumner Tapps Highway/60th St E Intersection Improvements	Sumner Tapps Highway and 60th St E Intersection	Rebuild existing intersection to improve roadway geometrics and add a traffic signal to increase allowable movements	\$3,400,000	No	2023	2024	2025	2027	Potential for partial funding through TIF.
A12	SR 410 / SR 162 Interchange Improvements	Interchange ramps as SR 410	Construct a one-lane roundabout configuration at each of the interchange ramps.	*\$6,650,000	No	Complete	2026	2028	2030	WSDOT-led project that will improve traffic flow at the existing interchange. Sumner has not taken an active role in WSDOT's project and has not committed any funds to the project to date.
A13	Hwy. 162 Improvements	From southern city limits to SR410 EB On/Off Ramps	Construct one additional southbound lane on SR 162.	*\$7,400,000	No	Complete	2026	2028	2030	This is a WSDOT-led project on a state highway. Sumner has not taken an active role in WSDOT's project and has not committed any funds to the project to date.
A14	Main Street and 160th Intersection Improvements	Main St. and 160th Ave E Intersection	Evaluate intersection for an upgrade to a signal and provide sidewalks/ADA improvements	\$2,000,000	No	2023	2024	2026	2027	This is a future project that will be evaluated in the coming years.
A15	Stewart Road Corridor ITS Improvements	Stewart Road from SR 167 toward Lakeland Hills	Connect traffic signals and the railroad crossing to coordinate signal timing to increase vehicular traffic flow and reduce peak-hour delay.	\$2,000,000	No	Completing in 2022	2025	2026	2027	This is a future project that will be evaluated in the coming years.

* Denotes that project is largely funded by WSDOT, and City has either committed a small percentage contribution or no contribution to date.
** Denotes that project is largely funded by City of Pacific, and City has either committed a small percentage contribution or no contribution to date.

Six Year Transportation Improvement
Program 2023-2028
City of Sumner

Prepared by:

Mike Dahlem, P.E.
Public Works Director

Projects Listed in Priority Order
Italics identify unfundend milestones

COLLECTOR STREET PROGRAM

ID	PROJECT	LOCATION	DESCRIPTION	TOTAL COSTS	FUNDED?	YEAR				REMARKS
						PLANNING	DESIGN	ROW/PERMIT	CONSTRUCTION	
C1	Alder & Kincaid Utility Improvements Phase 1	Park St. to Main St.	Replacement of aging utilities in support of the Town Center Plan redevelopment	\$6,000,000	Yes	Complete	Completing in 2022	N/A	2022-2023	Project includes Heritage park woonerf construction.
C2	Academy Street: Bicycle Lanes	Narrow St. to Wood Ave	Improve and reconfigure existing Academy Street to accommodate dedicated bicycle lanes.	\$875,000	Yes	Complete	Completing in 2022	N/A	2022-2023	Design funding provided by ST3 grant.
C3	Alder & Kincaid Utility Improvements Phase 2	Cherry Ave, Maple St. & Academy St.	Replacement of aging utilities in support of the Town Center Plan redevelopment	\$3,000,000	Yes	Complete	2023	N/A	2023-2024	Busget includes roadway restoration.
C4	160th Ave. E	Elm St. to Main St.	Improve 160th Ave. E. to Collector St. standards with curb, gutter and sidewalks on each side. Portions may be completed as parts of development prior to this time.	\$2,700,000	partial by developers	Complete	2024	2025	2026	Funding will likely come from a combination of developer-built improvements, Street and Storm funds.
C5	Elm St. E	E. Valley Highway to 160th Ave. E.	Improve Elm St. to Collector St. standards with curb, gutter and sidewalks on each side. Work will include storm drainage facilities and utility replacement	\$2,400,000	partial by developers	Complete	2024	2025	2026	Developers have improved about 40% and remainder is unfunded.
C6	Parker Rd. E	62nd St. to 63rd St.	Construct curb, gutter and sidewalk on east side of the street	\$250,000	Partial	Complete	2024	2025	2026	Funding will likely come from a combination of developer-built improvements, Street and Storm funds.
C7	Parker Rd. E	From Main St. to Elm St.	Reconstruct Parker Road to Collector St. standards with curbs, gutters, sidewalks, and drainage utilities. Portions have been completed by developer projects and sidewalk grants.	\$1,300,000	Partial	Complete	2024	2025	2026	Funding will likely come from a combination of developer-built improvements, Street and Storm funds.
C8	Zehnder St.	From Pease Ave. to Wood Ave.	Railroad Crossing Improvements to at-grade BNSF rail crossing	\$1,000,000	No	2023	2024	2025	2026	Identified Road-Rail conflict point where upgrades could be beneficial.
C9	162nd Ave. E Segment Extension	64th St. E to 60th St. E	Construct new 2-lane roadway section with sidewalks	\$3,000,000	No	2024	2025	2026	2028	Element of East Sumner Neighborhood Plan, likely completed by development or LID.
C10	62nd St. E Segment Extension	Parker Rd. E to 160th Ave. E	Construct new 2-lane roadway section with sidewalks	\$2,000,000	No	2024	2025	2026	2028	Element of East Sumner Neighborhood Plan, likely completed by development or LID.
C11	164th Ave. Ct. E Segment Extension	160th Ave. E to Existing 164th Ave. Ct. E	Construct new 2-lane roadway section with sidewalks	\$2,000,000	No	2024	2025	2026	2028	Element of East Sumner Neighborhood Plan, likely completed by development or LID.
C12	Meade McCumber & Gary Street Sidewalk Improvements	Wood Ave. to Valley Ave.	Complete the sidewalk gaps at these two locations	\$650,000	No	Complete	2024	2025	2026	This is a future project that will be evaluated in the coming years.
C13	Elm Street Sidewalk Improvements	Bonney Ave. to Wright Ave.	Exetned the sidewalk on the north side of Elm Street to connect to Bonney Ave and Seibenthaller Park	\$550,000	No	Complete	2024	2025	2026	This is a future project that will be evaluated in the coming years.

TRAIL PROGRAM

ID	PROJECT	LOCATION	DESCRIPTION	TOTAL COSTS	FUNDED?	YEAR				REMARKS
						PLANNING	DESIGN	ROW/PERMIT	CONSTRUCTION	
T1	Fryar Ave. Trail	West Main St. to Puyallup St.	Complete trail connection through town.	\$5,000,000	Partial	Complete	Completing in 2022	2023	2025	Design and ROW partially funded by federal grant. No construction funding identified.
T2	White River Restoration Trail	#9 Ditch to area north of 16th St.	Construct 8000 LF trail in conjunction with adjacent development	\$3,000,000	Partial	Complete	Completing in 2022	2023	2023	Partially funded by developer.
T3	Rivergrove Pedestrian Bridge	Trail overpass connecting the vicinity of Alder Ave. to 143rd Ave. E	Construct trail bridge to provide a new trail connection between Sumner Town Center and the Rivergrove neighborhood over SR 410.	\$11,200,000	Partial	Complete	2023	N/A	2025	Design funding provided by ST3 grant. No construction funding identified.
T4	Puyallup River Crossing	Sumner WWTP to Puyallup trail	Provides improved connection with the Puyallup and Foothills trail system	\$4,000,000	No	2024	2025	2027	2029	Potential joint project with Puyallup. Eligible for federal CMAQ funding.
T5	Puyallup River Trail Bridge	Trail overpass connecting 144th Ave. E to 143rd Ave. E	Construct a trail bridge and trail connections to provide a connection to the Foothills Trail per the Sumner Parks and Trails Plan.	\$6,000,000	No	2024	2025	2027	2029	Identified in Draft Parks and Trails Plan. No funding source secured.

Six Year Transportation Improvement
Program 2023-2028
City of Sumner

Prepared by:

Mike Dahlem, P.E.
Public Works Director

Projects Listed in Priority Order
Italics identify unfundend milestones

ANNUAL STREET MAINTENANCE PROGRAMS

ID	PROJECT	DESCRIPTION	ANNUAL COSTS	FUNDED?	REMARKS
R1	Street Overlay Program	Overlay and rebuild existing streets throughout the City.	N/A	No	Multi-year program @ \$50,000/yr. to \$100,000/yr
R2	Roadway Paint Line Application	Repaint lane lines throughout the City.	\$35,000	Yes	Street Operating General Fund Budget
R3	Pavement Repairs	Repair spot surface and subgrade failures through dig-outs throughout the City.	\$60,000	Yes	Street Operating General Fund Budget
R4	Roadway Plastic Marking Application	Replace crosswalk, stop bar, and arrow markings throughout the City.	\$52,000	Yes	Street Operating General Fund Budget
R5	Chip Seal Application	Apply a chip seal treatment to asphalt roads throughout the City.	\$120,000	Yes	Street Operating General Fund Budget
R6	Crack Seal Application	Maintain roads with crack seal throughout the City.	\$63,000	Yes	Street Operating General Fund Budget
R7	Sidewalk Replacement Program	Replace existing sidewalks as needed on City owned property.	\$1,000	Yes	Street Operating General Fund Budget
R8	Neighborhood Traffic Control Program	Modify residential streets to enhance pedestrian safety, slow speeding vehicles, and minimize cut-through traffic on collector and local roadways.	\$25,000	Yes	Street Operating General Fund Budget
R9	ADA Transition Plan	Address the projects identified in the ADA Transition Plan	\$40,000	Yes	Sidewalks Construction Capital Fund Budget
R10	Sidewalk Maintenance Program	Replace/rebuild existing failing sidewalks due to damage caused by street trees.	\$80,000	Yes	Sidewalks Construction Capital Fund Budget. Formerly the Volunteer Sidewalk Program.
R11	Safe Routes to School	Fill in gaps in sidewalks and replace ramps that do not meet current code. Continue educational components and install speed feed back signs.	N/A	No	City will fund local match as needed. Continue to apply for SRTS Grants.

TRANSPORTATION PROJECTS COMPLETING IN 2022

PROJECT	LOCATION	DESCRIPTION	COSTS	ESTIMATED COMPLETION DATE	REMARKS
Sumner-Tapps Highway Guardrail Upgrade	Interchange ramps as SR 410	Assess existing guardrail lengths/conditions and upgrade to current standards	\$500,000	December 2022	Over 90% funded by a Highway Safety Improvement Program Federal Grant
160th East Sidewalk	Between YMCA and Main Street	Construct pervious concrete sidewalk to complete a missing link in the City's pedestrian network.	\$600,000	December 2022	Funded by Department of Ecology Stormwater Retrofit Grant, WA Transportation Improvement Board Complete Streets Grant, and City of Sumner
ITS Strategic Plan	Citywide	Evaluate existing traffic signal Intelligent Transportation System (ITS) hardware and software citywide and identify ITS projects that would improve or mitigate congestion.	\$35,000	December 2022	Study will identify future projects, which could be used in future grant applications
Sidewalk Upgrades Project	Within 0.5 miles of Sumner Transit Station	Complete minor sidewalk repairs and add lighting within a walkable area around the Sumner Transit Station	\$1,600,000	March 2022	Fully funded by Sound Transit Grant

SUBJECT: Ordinance No. 2812 - Affordable Senior Housing Regulations

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Staff Memo - Council Requested Amendments
 2. Ordinance No. 2812 - Affordable Senior Housing Regulations
-

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND:

The proposal is to update the Zoning Code to increase incentives and options for affordable senior housing.

In January, the Planning Commission recommended approval of the ordinance, as proposed, to the City Council. The Council reviewed this proposal at a Study Session on February 14, 2022 and March 7, 2022. Councilmembers had comments regarding the density proposed in Low Density Residential zones, possibly excluding Low Density Residential zones from this ordinance, and regarding commercial ground floor uses along East Main Street/60th Street East.

The proposed ordinance has been updated, as suggested by several councilmembers, to establish a 40 du/ac density for Low Density Residential zones. It also has been updated to maintain commercial ground floor uses along East Main Street/60th Street East.

The attached staff memo provides 2 potential amendments requested by Council:

- 1) To exclude Low Density Residential zones from the ordinance; i.e., to maintain existing residential uses rather than allow senior apartments in these zones.
 - 2) To raise the proposed density in Low Density Residential from 40 du/ac to 50 du/ac.
-

COUNCIL COMMITTEE/STUDY SESSION: Study Session MEETING/STUDY SESSION DATE: 3/7/2022 COMMITTEE RECOMMENDATION: n/a

STAFF RECOMMENDATIONS/MOTION:

Adopt Ordinance No. 2812 - Affordable Senior Housing Regulations.



MEMORANDUM

DATE: March 14, 2022
TO: Mayor Hayden and City Council
FROM: Ann Siegenthaler, Senior Planner
RE: **AMENDMENTS FROM THE FLOOR:**
Affordable Senior Housing Regulations Ordinance No. 2812

I. AMENDMENT #1

Sponsor: Councilmember Reed

"I move to amend Section 7 of Ordinance No. 2812, which amends Section *18.12.040 Conditional Uses*, by striking proposed Subsection (M)(2), so that multifamily senior housing would not be permitted in Low Density Residential zones unless it meets the standards of the zone."

CURRENTLY PROPOSED ORDINANCE:

M. ~~1. Retirement homes, a~~Assisted living facilities, ~~continuing care communities~~, board and care homes, hospices, or nursing homes that meet the building height and other standards in the zone require a conditional use permit;
~~2. Multifamily senior housing, including retirement homes, senior apartments and continuing care communities may be allowed only through a planned residential development, pursuant to SMC 18.24.~~

IF AMENDMENT PASSES:

M. Retirement homes, assisted living facilities, continuing care communities, board and care homes, hospices, or nursing homes that meet the building height and other standards in the zone require a conditional use permit.

II. AMENDMENT #2

Sponsor: Councilmember Reed

"I move to amend Section 11 of Ordinance No. 2812, which amends *Chapter 18.24 Planned Residential Development*, Subsection *18.24.030(A) Permitted uses in a PRD*, by striking proposed subsection (A)(2) so that multifamily senior housing would not be permitted in Low Density Residential zones."

CURRENTLY PROPOSED ORDINANCE:

A. Within the LDR districts, allowable residential uses shall include only the following:
~~1. Single-family residences or detached condominiums; or~~
~~2. Senior housing, including senior apartments or combination of senior housing types, provided at least 20 percent of the dwelling units are maintained as affordable housing.~~

IF AMENDMENT PASSES:

A. Within the LDR districts, allowable residential uses shall include only single-family residences or detached condominiums.

III. AMENDMENT #3

Sponsor: Councilmember Reed

"I move to amend Section 11 of Ordinance No. 2812, which amends *Chapter 18.24 Planned Residential Development*, Subsection *18.24.060(D)(2) Property development standards in a PRD*, by striking subsection (2)(a) to remove Low Density Residential density increases."

CURRENTLY PROPOSED ORDINANCE:

- 2. Density standards for senior housing.** The base density for senior housing may be increased according to the zone in which it is located, as follows:
- a. Low Density Residential (LDR) zone: Up to 40 dwelling units per acre to a total maximum of 200 units.
 - b. Medium Density Residential and High Density Residential (MDR, HDR, ESUV/MDR, ESUV/HDR) zones: Up to 50 dwelling units per acre.
 - c. Neighborhood Commercial (NC, ESUV/NC) zones: Up to 50 dwelling units per acre.
 - d. General Commercial (GC, ESUV/GC) zones: Up to 50 dwelling units per acre.

IF AMENDMENT PASSES:

- 2. Density standards for senior housing.** The base density for senior housing may be increased according to the zone in which it is located, as follows:
- a. Medium Density Residential and High Density Residential (MDR, HDR, ESUV/MDR, ESUV/HDR) zones: Up to 50 dwelling units per acre.
 - b. Neighborhood Commercial (NC, ESUV/NC) zones: Up to 50 dwelling units per acre.
 - c. General Commercial (GC, ESUV/GC) zones: Up to 50 dwelling units per acre.

IV. AMENDMENT #4

Sponsor: Councilmember Reed

"I move to amend Section 11 of Ordinance No. 2812, which amends Section *18.24.060 Property development standards in a PRD*, striking Subsection (E)(1) so that there is no building height increase in Low Density Residential zones."

CURRENTLY PROPOSED ORDINANCE:

- E. Building height for senior housing.** The maximum building height permitted in the underlying zone shall serve as the base height. Base height for senior housing may be increased according to the zone in which the development is located, as follows:
1. Low Density Residential (LDR) zone: Up to 35-foot building height, provided that buildings greater than a 30-foot height have increased setbacks adjacent to single family residential uses, based on the following guidelines: a) Buildings adjacent to a rear yard should have a setback that increases by 4 feet for every 1 foot over the base height; and b) Buildings adjacent to a side yard should have a setback that increases by 2 feet for every 1 foot increase over the base height.
 2. Medium Density Residential and High Density Residential (MDR, HDR, ESUV/MDR, ESUV/HDR) zones: Up to 50-foot building height, provided that buildings greater than a 35-foot height have increased setbacks based on the following guidelines: Buildings adjacent to single family rear yards and side yards should have a setback that increases by 2 feet for every 1 foot over the base height.
 3. Neighborhood Commercial (NC, ESUV/NC) zones: Up to 50-foot building height.
 4. General Commercial (GC, ESUV/GC) zones: Up to 50-foot building height.

IF AMENDMENT PASSES:

- E. Building height for senior housing.** The maximum building height permitted in the underlying zone shall serve as the base height. Base height for senior housing may be increased according to the zone in which the development is located, as follows:
1. Medium Density Residential and High Density Residential (MDR, HDR, ESUV/MDR, ESUV/HDR) zones: Up to 50-foot building height, provided that buildings greater than a 35-foot height have increased setbacks based on the following guidelines: Buildings adjacent to single family rear yards and side yards should have a setback that increases by 2 feet for every 1 foot over the base height.
 2. Neighborhood Commercial (NC, ESUV/NC) zones: Up to 50-foot building height.
 3. General Commercial (GC, ESUV/GC) zones: Up to 50-foot building height.

V. AMENDMENT #5

Sponsor: Councilmember Neuman

"I move to amend Section 11 of Ordinance No. 2812, which amends Section 18.24.060 *Property development standards in a PRD*, Subsection (D)(2)(a) so that the base density for senior housing in Low Density Residential zones may be increased up to 50 dwelling units per acre through a PRD."

CURRENTLY PROPOSED ORDINANCE:

D. Density Standards.

[...]

1. Density standards for general residential development. The total density for a planned residential development that does not include senior housing or affordable housing shall be the same as the density of the base zone, except that the allowed density may be clustered on the site.
2. Density standards for senior housing. The base density for senior housing may be increased according to the zone in which it is located, as follows:
 - a. Low Density Residential (LDR) zone: Up to ~~40~~ 50 dwelling units per acre to a total maximum of 200 units.

IF AMENDMENT PASSES:

2. Density standards for senior housing. The base density for senior housing may be increased according to the zone in which it is located, as follows:
 - a. Low Density Residential (LDR) zone: Up to 50 dwelling units per acre to a total maximum of 200 units.

ORDINANCE NO. 2812
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, UPDATING ZONING REGULATIONS FOR SENIOR HOUSING IN CHAPTER 18.04 DEFINITIONS AND ADDING A DEFINITION FOR SENIOR APARTMENTS AND AFFORDABLE HOUSING; AMENDING CHAPTERS 18.12 AND 18.14 AND PERMITTED USES AT 18.30.030 TO ALLOW SENIOR HOUSING AS A PLANNED RESIDENTIAL DEVELOPMENT WITH AFFORDABLE UNITS; AMENDING CHAPTERS 18.16 AND 18.30 TO PROVIDE FLEXIBLE DEVELOPMENT STANDARDS FOR SENIOR HOUSING THROUGH A PLANNED RESIDENTIAL DEVELOPMENT; AMENDING CHAPTER 18.24 STANDARDS FOR SENIOR HOUSING IN PLANNED RESIDENTIAL DEVELOPMENTS; AMENDING CHAPTER 18.29 TO ALLOW SENIOR HOUSING; AMENDING SECTION 18.40.020 REGARDING DESIGN REVIEW REQUIREMENTS; ADDING NEW SECTION 18.41.200 REGARDING OPEN SPACE REDUCTIONS; AND ADDING NEW SECTION 18.42.040 REGARDING PARKING REDUCTIONS.

WHEREAS, in May 2021 the City adopted the Sumner Housing Action Plan, which identified senior housing as an important need in the community; and

WHEREAS, the Housing Action Plan needs assessment found that approximately 85% of renters above the age of 65 were cost-burdened in Sumner as of 2014-18, and that currently only 25% of the senior housing units in Sumner are affordable for low income and rent restricted, indicating a need for affordable senior housing; and

WHEREAS, in August 2021, the City adopted the Housing Action Plan Priorities document, which noted that senior housing, especially independent living, is in high demand in Sumner, and listed the action, “Expand where senior housing can be built,” as a Tier 1 high priority; and

WHEREAS, allowing senior housing in additional zoning districts, requiring a minimum percentage of affordable senior units in exchange for increased development capacity, and updating regulations to provide more flexibility for senior housing will help meet community goals for senior housing and diversity in housing supply and affordability; and

WHEREAS, on November 4, 2021 the Planning Commission held study session on the proposed amendments, followed by a duly-advertised public hearing on December 2, 2021; and

WHEREAS, on January 6, 2022 the Planning Commission voted by a 4-0 vote to recommend adoption by the City Council of the proposed zoning regulations updates as set forth in this ordinance; and

WHEREAS, the City Council reviewed the proposed amendments at a study session on February 14, 2022; and

WHEREAS, the Council discussed changes to the ordinance at a study session on March 7, 2022; including changes to reduce the dwelling unit density in Low Density Residential to 40 dwelling units per acre from 50 dwelling units per acre; possibly to remove Low Density Residential zones from the ordinance; and to maintain the requirement for commercial ground floor uses along East Main Street/60th Street East; and

WHEREAS, this proposal was forwarded to the Washington State Department of Commerce for the Expedited 15-day State review per the Growth Management Act on November 10, 2021; and

WHEREAS, the City Council finds the proposed amendments to be consistent with the Sumner Comprehensive Plan and the Sumner Municipal Code criteria for Zoning Code amendments;

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

Section 1. That Sumner Municipal Code Chapter 18.04, Definitions, section 18.04 is hereby amended to add a new definition at 18.04.0092 as follows:

18.04.0092 Affordable housing.

“Affordable housing” means housing that meets the definition of affordable at SMC 3.52.020(A).

Section 2. That Sumner Municipal Code Chapter 18.04, Definitions, section 18.04.0130 is hereby amended to read as follows:

18.04.0130 Assisted living facilities.

“Assisted living facilities” means ~~apartments in an apartment attached rooms or dwellings in a multi-unit complex but with additional services beyond retirement units. The services include all of those provided in retirement homes, with common dining and recreational areas, but which also include in the rent services such as meals, light housekeeping, laundry and recreational programs,~~ as well as more personal care services such as giving medications, care by a healthcare professional, assisting with bathing, dressing, transporting to a doctor, etc. Some assisted living facilities specialize in dementia care where a secured environment is needed for confused residents who might wander off. An assisted living facility may serve persons of any age.

Section 3. That Sumner Municipal Code Chapter 18.04, Definitions, section 18.04.0295 is hereby amended to read as follows:

18.04.0295 Continuing care or life care communities.

“Continuing care or life care communities” means ~~communities which offer a type of senior housing, consisting of~~ a variety of living arrangements from small houses, to retirement apartments, to assisted living facilities to nursing home levels, designed and

operated as an integrated community. Residents may move from one level or type of housing to another as their needs change. A variety of services such as beauty and barber shops, organized social activities, exercise, and crafts may be offered.

Section 4. That Sumner Municipal Code Chapter 18.04, Definitions, section 18.04.0900 is hereby amended to read as follows:

18.04.0900 Retirement homes.

“Retirement ~~homes~~home-” means individual apartments for residents that meet the age requirements under SMC 18.04.0927, in an apartment complex featuring a central lobby, common dining area, and recreational rooms, with extra services included in the rent, such as meals, light housekeeping, laundry and recreational programs, but not including nursing or medical care.

Section 5. That Sumner Municipal Code Chapter 18.04, Definitions, is hereby amended to add a new definition at 18.04.0926 as follows:

18.04.0926 Senior apartments.

“Senior apartments” means individual apartments for residents that meet the age requirements under SMC 18.04.0927, in an apartment complex with individual kitchen facilities in each unit versus common dining services. May include common areas, but does not include food service, nursing or medical care except incidental services provided on an individual basis. Senior apartments are designed for independent living and are generally no different than other apartments except for having an age requirement.

Section 6. That Sumner Municipal Code Chapter 18.04, Definitions, section 18.04.0927 is hereby amended to read as follows:

18.04.0927 Senior housing.

“Senior housing” refers to various types of housing stock, whether rental or occupant-owned, that specifically caters to residents aged 55 years and older, where the units are occupied by persons 55 years of age or older, except for spouses of such residents for whom there is no minimum age requirement~~either through age requirements or through the provision of specialized care, such as nursing or dietary and personal care.~~ This definition shall include, at a minimum, all facilities that qualify as “housing for older persons” under the Fair Housing Act. Senior housing types may include zero lot line homes, cottage housing, duplex dwellings, townhomes, continuing care or life care communities, senior apartments, retirement homes, nursing homes or assisted living facilities, provided, residents at each facility meet the age requirements of this section.

Section 7. That Sumner Municipal Code Chapter 18.12, Low Density Residential District, section 18.12.040, is hereby amended to read as follows:

18.12.040 Conditional uses.

The following uses in the LDR district require a conditional use permit or, where specifically required, a planned residential development approval from the city:

[...]

- M. ~~1. Retirement homes, a~~Assisted living facilities, ~~continuing care communities, board and care homes, hospices, or nursing homes that meet the building height and other standards in the zone require a conditional use permit;~~
~~2. Multifamily senior housing, including retirement homes, senior apartments and continuing care communities may be allowed only through a planned residential development, pursuant to SMC 18.24.~~

Section 8. That Sumner Municipal Code Chapter 18.14, Medium and High Density Residential Districts, is hereby amended to read as follows:

18.14.020 Principal permitted uses.

The following uses are permitted in all MDR and HDR districts unless otherwise specified:
[...]

- A. Townhouse condominiums;
B. Duplexes;
C. Adult family homes;
D. Minor utility facilities;
E. Cottage housing in accordance with the density standards set forth;
F. Zero lot line dwellings and structures;
G. ~~Retirement homes/apartments with the following:~~
~~1. Individual kitchen facilities in each unit, and no common dining room;~~
~~2. Limited medical services which are provided on an individual basis;~~
H. One single-family dwelling on each building site;
[...]
N. Apartments in the medium density and high density residential zones south of East Main and 60th Street East, except for senior housing subject to SMC 18.14.040.

18.14.040 Conditional uses.

The following uses are conditionally permitted uses in all MDR and HDR districts unless otherwise specified. A conditional use permit or a planned residential development approval where specifically required, shall be ~~required and~~ in full force and effect in order to establish the uses:
[...]

- G. Homes for the aged, assisted living facilities, ~~continuing care communities,~~ board and care homes, hospices, or nursing homes, provided such facilities meet the building height and other standards in the zone;
[...]

- S. Multifamily senior housing, including senior apartments, retirement homes and continuing care communities may be allowed only through a planned residential development, pursuant to SMC 18.24 ~~Retirement home, /apartments occupied only by~~

~~persons 55 years and older. Such apartments may exceed allowable dwelling unit densities by 50 percent of that permitted by the respective zone;~~

Section 9. That Sumner Municipal Code Chapter 18.16, Commercial Districts, section 18.16.020 Principal and Conditional Uses, is hereby amended to read as follows:

18.16.020 Principal and conditional uses

The following table details permitted and conditionally permitted uses in the commercial districts. Where a “P” is indicated, the respective use in the same row is permitted in the zone classification in the same column. Where a “CUP” is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish the conditional uses. Where a “PRD” is indicated, the respective use in the same row is permitted through a planned residential development. A planned residential development shall be required and in full force and effect in order to establish the use.

		NC	GC	IC
[...]	[...]	[...]	[...]	[...]
16.	Existing residential dwellings lawfully constructed as of the effective date of the ordinance codified in this title	P	P	P
17.	Family child care home or family child day care home in accordance with the provisions of SMC 18.16.025; and child day care centers	P	P	P
18.	Gasoline service stations and convenience stores with gasoline sales ⁹	–	CUP	P
19.	Hazardous waste on-site treatment and storage facilities	–	CUP	–
20.	Health and fitness club ⁹	P ⁷	P	P
21.	Heavy equipment repair, accessory to a permitted use ⁹	–	–	P
22.	Heavy equipment sales	–	–	CUP
23.	Hospitals	CUP	CUP	CUP
24.	Hotels, bed and breakfasts and tourist homes ⁹	P	P	P
25.	Light manufacturing, fabrication, assembling and repairing, excluding vehicle repair, subject to SMC 18.16.080(S)	–	CUP	–
26.	Light-medium equipment sales	–	–	P
27.	Major utility facility	CUP	CUP	–
28.	Mass transit systems including, but not limited to, bus stations, train stations, transit shelter stations, and park and ride lots	CUP	CUP	P
29.	Medical and dental services ⁹	P	P	P
30.	Miniwarehouses	–	–	–
31.	Existing miniwarehouses ¹²	–	P	P
32.	Minor utility facility	P	P	P
33.	Motels ⁹	CUP	P	P
34a.	Multifamily dwellings, rooming houses and boarding houses, <u>senior</u>	P	P	–

		NC	GC	IC
	apartments , retirement homes, assisted living facilities, continuing care communities, board and care homes, hospices, or nursing homes except on the ground floor, or in accordance with the city of Sumner design and development guidelines, and subject to density maximums <u>the standards</u> and locations as applicable in SMC 18.16.040.			
34b.	<u>Senior apartments, retirement homes or continuing care communities that exceed allowable densities or that do not meet other standards of the respective zone may be allowed through a Planned Residential Development, pursuant to SMC 18.24, subject to the standards and locations as applicable in SMC 18.16.040.</u>	<u>PRD</u>	<u>PRD</u>	<u>=</u>
[...]	[...]	[...]	[...]	[...]

Section 10. That Sumner Municipal Code section 18.16.040, Residential Uses, is hereby amended to read as follows:

18.16.040 Residential Uses.

A. Senior housing in the NC district. Senior housing is a permitted use in the NC district, except that single family homes, zero lot line homes, cottage housing, duplex dwellings, and townhomes are not allowed. Senior housing may be located on the ground floor, and is not required to include commercial uses; provided, residential uses are not allowed on the ground floor fronting Main Street East/60th Street East. Development standards for senior housing may be modified through a planned residential development permit pursuant to SMC 18.24.

B. Senior housing in the GC district. Senior housing is a permitted use in the GC district, except that single family homes, zero lot line homes, cottage housing, duplex dwellings, and townhomes for seniors are allowed only as a secondary use in a development that is primarily senior apartments. Senior housing may be located on the ground floor, and is not required to include commercial uses; provided, residential uses are not allowed on the ground floor fronting Main Street East/60th Street East. Development standards for senior housing may be modified through a planned residential development permit pursuant to SMC 18.24.

CA. Other residential uses in~~In the NC district, -e.~~ Only floor area above the first story commercial uses may be used for residential purposes; provided, that the maximum number of dwelling units shall not exceed a ratio of 25 dwelling units per net acre; and provided, that the dwelling units shall be provided with sufficient off-street parking at ratios required in chapter 18.42 SMC. Residential dwellings may be attached or included to the side or rear of the main commercial building. Such mixed-use development shall conform to the city of Sumner design and development guidelines.

DB. Other residential uses i~~n the GC district, -.~~ M~~m~~ultifamily residential developments are permitted as part of a mixed-use development with commercial uses. A mixed-use

development shall have mixed-use structures and may have a combination of mixed-use and single-use residential structures. Except within the East Sumner urban village overlay district, a mixed-use structure is not required for a pipestem lot with street frontage that is less than 60 feet in width; instead the development may contain only single-use residential structures. Development shall occur such that:

1. Mixed-use structures shall have direct pedestrian access to the primary street and shall have ground floor building area designed to accommodate commercial uses along the entire length of the building facing the primary street. Ground floor building areas are intended for commercial use but may be improved as residential use and converted over time when economically viable.
2. Single-use residential structures shall contain only ground-related dwelling units and shall be located to the side or rear of mixed-use structures and not adjacent to the primary street.
3. The maximum number of dwelling units shall not exceed 25 dwelling units per net acre in the general commercial district.

E. Open space requirements for developments requiring design review shall be in compliance with the City of Sumner design and development guidelines, except that open space requirements for senior housing shall be provided in accordance with SMC 18.41.200.

Section 11. That Sumner Municipal Code Chapter 18.24 Planned Residential Development (PRD) is hereby amended to read as follows:

Chapter 18.24 Planned Residential Development (PRD)

18.24.010 Purpose.

It is the purpose of this chapter to ~~create open space in residential developments and to~~ encourage imaginative site and building design in residential developments by permitting greater flexibility in zoning requirements than is permitted by other sections of this title. Furthermore, it is the purpose of this section to:

- A. Promote the retention of significant features of the natural environment, including waterways waterbodies, significant vegetation and views;
- B. Encourage a variety ~~of and~~ mixture of housing types;
- C. Promote the development of housing types that help meet the community's identified needs relative to housing options and housing costs.
- DE. Encourage maximum efficiency in the layout of streets, utility networks and other public improvements;
- ED. Create and/or preserve usable open space for the enjoyment of the occupants and the general public.

18.24.020 Districts where permitted.

- A. Planned residential development (PRD) may be permitted in the following residential districts:
 1. LDR, low density residential district;

2. MDR, medium-density ~~multifamily~~-residential district;
3. HDR, high-density ~~multifamily~~-residential district.

B. A senior housing PRD may be permitted in the following districts:

1. LDR, low density residential district;
2. MDR and ESUV/MDR, medium-density residential districts;
3. HDR and ESUV/HDR, high-density residential districts
4. NC, Neighborhood Commercial district;
5. GC, General Commercial district;
6. ESUV/NC, East Sumner Urban Village Neighborhood Commercial;
7. ESUV/GC East Sumner Urban Village General Commercial.

18.24.030 Permitted uses in a PRD.

The following uses are allowed in planned residential developments:

A. Within the LDR districts, allowable residential uses shall include only the following:

1. ~~S~~single-family residences or detached condominiums; or
2. Senior housing, including senior apartments or combination of senior housing types, provided at least 20 percent of the dwelling units are maintained as affordable housing.

B. Within the MDR or HDR ~~base~~-and ESUV/MDR or ESUV/HDR districts, residential development of all types regardless of the type of building in which such residence is located, such as single-family residences, manufactured homes, duplexes, triplexes, fourplexes, townhouses, condominiums or senior apartments or other senior housing types-; provided that:

1. Senior housing shall maintain at least 20 percent of the units as affordable housing; and
2. Hotels, motels and mobile home parks are excluded;

C. Within commercial districts, allowable residential uses in a planned residential development shall only include senior housing, subject to location requirements specified in each district; provided that at least 20 percent of the dwelling units are maintained as affordable housing.

DB. Accessory uses specifically designed to meet the needs of the residents of the PRD such as garages and recreation facilities of a noncommercial nature;

EC. In planned residential developments of 10 acres or more, commercial uses may be permitted. Commercial uses shall be limited to those which are of a neighborhood convenience nature such as beauty shops or barber shops, drug stores, grocery stores and self-service laundries.

18.24.040 Prohibited uses.

Any use not listed under the permitted principal or accessory uses is prohibited in a planned residential development unless authorized in chapters 18.36 or 18.46.

18.24.050 Relationship of design to adjacent areas.

- A. The design and layout of a planned residential development shall take into account the relationship of the site to the surrounding areas. The perimeter of the PRD shall be so designed as to minimize any undesirable impact of the PRD on adjacent properties.
- B. Setbacks and reduced setbacks from the property line of the PRD shall be comparable to, or compatible with, those of the existing development of adjacent properties or, if adjacent properties are undeveloped, the type of development which may be permitted.
- C. Building heights. Building heights shall be compatible with existing adjacent development or with heights allowed in the adjacent zoning district; or designed and located to minimize impacts to surrounding properties.

18.24.060 Property development standards in a PRD.

- A. Acreage Minimum. The minimum site for a planned residential development shall be as follows:
 - 1. For Low Density Residential zones, one acre.
 - 2. For Medium Density Residential zones, one-half acre.
 - 3. For a senior housing PRD on a property owned or controlled by a church, public housing authority, or government agency that includes other uses, the site devoted to senior housing uses shall be a minimum of one-half acre. Density shall be calculated based on the area devoted to senior housing uses.
- B. Minimum Lot and Yard Requirements. The minimum lot size, lot coverage and yard requirements ~~provisions~~ of other sections of ~~Title 18 this code are~~ may be adjusted or waived within the planned residential development, where such adjustment minimizes impacts to surrounding properties, results in enhanced site design or amenities for future residents, and conforms with SMC 18.24.050. The number of dwelling units per net acre permitted in the underlying zone shall serve as the criteria to determine basic PRD density.
- C. Off-Street Parking. Off-street parking shall be provided in a PRD in the same ratio for type of buildings and uses as required by SMC 18.42.040, except that parking may be reduced based on findings that the circumstances specific to the proposed housing types, resident needs and other patterns, or the availability of alternate transportation modes, support reduced parking.
- D. Density Standards. The maximum density permitted in the underlying zone shall serve as the base density. The planning commission may recommend and the city council may authorize a dwelling unit density not more than 20 percent greater than permitted by the underlying zone. The base density may be adjusted based on conformance with the following: following findings that the amenities or design features listed below are substantially provided:
 - 1. Density standards for general residential development. The total density for a

planned residential development that does not include senior housing or affordable housing shall be the same as the density of the base zone, except that the allowed density may be clustered on the site.

2. Density standards for senior housing. The base density for senior housing may be increased according to the zone in which it is located, as follows:
 - a. Low Density Residential (LDR) zone: Up to 40 dwelling units per acre to a total maximum of 200 units.
 - b. Medium Density Residential and High Density Residential (MDR, HDR, ESUV/MDR, ESUV/HDR) zones: Up to 50 dwelling units per acre.
 - c. Neighborhood Commercial (NC, ESUV/NC) zones: Up to 50 dwelling units per acre.
 - d. General Commercial (GC, ESUV/GC) zones: Up to 40 dwelling units per acre.

E. Building height for senior housing. The maximum building height permitted in the underlying zone shall serve as the base height. Base height for senior housing may be increased according to the zone in which the development is located, as follows:

1. Low Density Residential (LDR) zone: Up to 35-foot building height, provided that buildings greater than a 30-foot height have increased setbacks adjacent to single family residential uses, based on the following guidelines: a) Buildings adjacent to a rear yard should have a setback that increases by 4 feet for every 1 foot over the base height; and b) Buildings adjacent to a side yard should have a setback that increases by 2 feet for every 1 foot increase over the base height.
2. Medium Density Residential and High Density Residential (MDR, HDR, ESUV/MDR, ESUV/HDR) zones: Up to 50-foot building height, provided that buildings greater than a 35-foot height have increased setbacks based on the following guidelines: Buildings adjacent to single family rear yards and side yards should have a setback that increases by 2 feet for every 1 foot over the base height.
3. Neighborhood Commercial (NC, ESUV/NC) zones: Up to 50-foot building height.
4. General Commercial (GC, ESUV/GC) zones: Up to 50-foot building height.

FE. Open Space. The minimum open space established in SMC 18.41.200 may be reduced as follows:

1. ~~Each~~ A single family residential planned residential development shall provide not less than 20-30 percent of the ~~gross site~~-lot area for common open space.
2. Attached single family dwellings and multifamily developments may have reduced private open space, provided the area in common open space is not less than 30 percent of the lot area.
3. Senior apartments may have reduced private open space to zero, provided the area in common open space is not less than 20 percent of the lot area devoted to senior housing uses.
4. ~~which~~ Required open space shall be:
 - ~~1a.~~ Concentrated in large usable areas and designed to provide either passive or

active recreation;

- ~~2b.~~ If under one ownership, owned and maintained by the ownership; or
- ~~3c.~~ Held in common ownership by all the owners of the development by means of a homeowners' or similar association. Such association shall be responsible for maintenance of the common open space; or
- ~~4d.~~ Dedicated for public use, if acceptable to the city and/or other appropriate public agency.

~~GF.~~ Adjustments to minimum lot and yard requirements in subsection (B), and increases in density and building height as specified in subsections (E) and (F) are only allowed if the Hearing Examiner finds that:

- 1. A variety of housing types are offered, ~~or the project provides a housing type needed in the community, such as attached single family, multifamily senior housing, or affordable housing;~~
- 2. Advantage is taken of unusual or significant site features such as views, waterways or other natural characteristics;
- 3. ~~The project provides attractive features and amenities such as open space, recreational amenities or pedestrian-oriented walks and spaces;~~
- ~~43.~~ The project provides adequate ~~S~~separation of auto and pedestrian movement;
- 5. ~~The surrounding street network contains sufficient capacity to accommodate anticipated pedestrian and vehicle traffic;~~
- 6. ~~Measures have been taken to minimize any potential impacts to the surrounding area;~~
- ~~74.~~ ~~Development aspects of the The~~ PRD ~~complement the land use~~ further the policies of the comprehensive plan; and
- ~~85.~~ Some extraordinary public benefit is derived in exchange for the increased density and building height in the planned residential development such as providing affordable housing, providing a significant public open space/park, or similar public benefit.

~~H.~~ **Design review.** The PRD shall comply with the Sumner Design and Development Guidelines and is subject to Design Review pursuant to 18.40.030(D), but shall not be entitled to an increase in density or building height outside of the PRD review process.

18.24.070 Approval – Procedure.

The following procedure is required for approval of the planned residential development.

A. Application Documents.

[...]

B. Filing of Application.

[...]

C. Hearing Examiner Review and Public Hearing. Applications for planned residential development permits shall be reviewed in accordance with chapter 18.56 SMC as a Type V decision. ~~The Following~~ public notice issued in accordance with chapter 18.56 SMC, the hearing examiner shall ~~hold at least one~~ conduct a public hearing on the proposed PRD and provide findings in accordance with 18.56.175 SMC.

D. Hearing Examiner ~~Recommendation~~Decision. Following the public hearing, the hearing examiner shall make a decision report of his/her findings and recommendations with respect to the proposed PRD, ~~and shall forward the report to the city council. Such report shall include, but need not be limited to, the following items. The hearing examiner decision shall be guided by the following criteria in granting a planned residential development permit:~~

1. The PRD is consistent with the purpose of this chapter.
2. Suitability of the site ~~area~~ for the proposed development, including consideration of surrounding uses and street network;
2. Requirements of the subdivision code (if applicable) for the proposed development;
3. ~~Reasons for a~~Density bonuses and building height increases are necessary to support the project and a reasonable balance between overall benefits and impacts is achieved;
4. Requested adjustments to standards of the base zone meet the adjustment criteria in 18.24.050, and density and height increases meet the criteria at 18.24.060(G). Time limitations for the entire development and specified stages;
5. ~~Development in accordance~~Consistency with applicable policies in the Sumner comprehensive plan; and
6. Public purposes ~~have been~~will be served by the proposed development.

~~E. City Council Public Hearing. After receipt of the hearing examiner's report of his/her findings and recommendations, the city council shall hold a public hearing on the proposed PRD as recommended by the hearing examiner. The city council shall give approval, approval with modifications or disapproval to the proposed PRD.~~

E. Implementation requirements.

1. Recorded covenant for senior housing. In exchange for the approved density or height increase, the owner shall execute and record in Pierce County's real property title records a city-drafted lien, covenant, or other contractual provision against the property running with the land, binding all the assigns, heirs and successors of the applicant that provides that the units subject to the density or height increase shall remain as senior housing as defined under this Title, for the life of the project, unless otherwise approved through a property rezone to a zone with a corresponding density. An approved site may be redeveloped with other types and mixes of senior housing through a PRD approval.
2. Owners of affordable housing or senior housing subject to an approved PRD shall be required to verify annually that the occupancy requirements established in the PRD are in compliance with this chapter, and provide an annual report to the city, pursuant to the annual compliance procedures established in SMC 3.52.110.

Section 12. That Sumner Municipal Code Chapter 18.29, Town Center Code, is hereby amended to read as follows:

18.29.030 Principal uses.

Permitted uses in the Town Center districts are as follows:

- A. Accessory parks and recreation facilities for use by on-site employees or residents.
 - B. Adult entertainment businesses subject to chapter 18.38 SMC.
 - C. Artist's studio and workshop having a retail component.
 - D. Automotive and motorized vehicle sales.
 - E. Wireless communication facilities¹.
 - F. Churches.
 - G. Existing residential dwellings lawfully constructed as of the effective date of the ordinance codifying this title.
 - H. Family child care home or family child day care home in accordance with the provisions of SMC 18.16.025; and child day care centers.
 - I. Health and fitness club.
 - J. Hospitals.
 - K. Hotels, bed and breakfasts and tourist homes.
 - L. Multifamily dwellings~~;~~; rooming houses and boarding houses~~;~~; senior apartments, retirement homes, assisted living facilities, and continuing care communities~~;~~; assisted living facilities, board and care homes, hospices, or nursing homes.
- [...]

18.29.060 Performance standards.

- A. Required Landscaping.
- [...]
- B. Expansion of Specified Existing Uses.
- [...]
- C. As applicable, the provisions of the city of Sumner design and development guidelines per chapter 18.40 SMC shall be met for new development, except that open space requirements for senior housing shall be provided in accordance with SMC 18.41.200.
 - D. As applicable, the provisions of the Town Center Code shall be met for new development.
- [...]

Section 13. That Sumner Municipal Code Chapter 18.30, East Sumner Urban Village Overlay District, section 18.30.30 Principal and Conditional Uses, is hereby amended to read as follows:

18.30.030 Principal and conditional uses.

- A. Residential districts. Permitted principal, accessory, and conditional uses in the ESUV shall be the same as those specified in the underlying zoning districts for the LDR, MDR, and HDR~~and LDR~~ districts, except that:
 1. Aapartments and multifamily residential uses are may be allowed as a permitted principal use in the ESUV/MDR and ESUV/HDR districts;
 2. Senior housing may be allowed only through a planned residential development, pursuant to SMC 18.24; and
 3. Pprofessional offices and services shall not be allowed in the ESUV/MDR or ESUV/HDR district as a conditional use.

- B. Commercial districts. Those uses listed below shall govern the uses permitted and conditionally permitted where the base designations GC and NC are combined with the ESUV overlay district. Where a “P” is indicated, the respective use in the same row is permitted in the zone classification in the same column. Where a “CUP” is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish the conditional uses. Where a “PRD” is indicated, the respective use in the same row is permitted through a planned residential development. A planned residential development shall be required and in full force and effect in order to establish the use.

		<u>NC/ESUV ESUV/NC</u>	<u>GC/ESUV ESUV/GC</u>
1.	Accessory parks and recreation facilities for use by on-site employees or residents	P	P
[...]	[...]	[...]	[...]
19.	Hospitals	--	CUP
20.	Hotels, excluding motels	--	P
21.	Mass transit systems including, but not limited to, bus stations, train stations, transit shelter stations, and park and ride lots	CUP	CUP
22.	Minor utility facility	P	P
23.	Multifamily dwellings, <u>including</u> apartments, <u>in accordance with the city of Sumner design and development guidelines, and</u> subject to density maximums in SMC 18.30.080(B) and locations as applicable in SMC 18.30.040	P	P
24.	Public parks and public recreation facilities	P	P
25.	Personal services including barber and beauty shops, photographic studios, and tailor/dressmaking shops	P	P
26.	Private clubs, lodges, fraternal organizations, union halls and social halls	CUP	P
27.	Public facilities	CUP	CUP
28.	Private off-street parking lots	CUP	P
29.	Public off-street parking lots	P	P
30.	Regional community center	P	P
31.	Restaurants	P	P
32.	Retail business	P	P
33.	Schools, colleges, and universities	CUP	P
34a.	Senior housing including retirement homes <u>and senior apartments</u> , assisted living facilities, continuing care communities, board and care homes, hospices, or nursing homes, <u>in accordance with the city of Sumner design and development guidelines, and</u> subject to density maximums <u>and locations specified</u> in SMC 18.30.080(B) <u>and SMC 18.30.090.</u>	P	P
34b.	<u>Senior housing that exceeds the density maximums and other standards of SMC 18.30.080(B), subject to the locations specified in SMC 18.30.090.</u>	<u>PRD</u>	<u>PRD</u>
[...]	[...]	[...]	[...]

Section 14. That Sumner Municipal Code Chapter 18.30, East Sumner Urban Village Overlay District, section 18.30.040 Residential and Mixed Uses, is hereby amended to read as follows:

18.30.040 ~~Residential and mixed uses. Reserved.~~

~~The development standards for the LDR/ESUV zones are the same as the base zone districts. Multifamily residential uses are allowed in the MDR, HDR, NC and GC districts within the ESUV, subject to performance standards in SMC 18.30.090.~~

Section 15. That Sumner Municipal Code Chapter 18.30, East Sumner Urban Village Overlay District, section 18.30.080 Property Development Standards, is hereby amended to read as follows:

18.30.080 Property development standards.

A. Unless otherwise stated in this section, new development must comply with the development and performance standards in the base zoning district. The development standards for the ESUV/LDR zones are the same as the base zone districts. Multifamily residential uses are subject to the ESUV development standards at SMC 18.30.080 and the ESUV/NC and ESUV/GC performance standards in SMC 18.30.090.

B. The dimensional standards for properties in the ESUV overlay district are in the table below:

[...]

Section 16. That Sumner Municipal Code Chapter 18.30, East Sumner Urban Village Overlay District, section 18.30.090 Performance Standards, is hereby amended to read as follows:

18.30.090 Performance standards.

[...]

E. Multifamily Residential and Mixed Uses.

1. ~~NC/ESUV~~ ESUV/NC District. In the ~~NC/ESUV~~ ESUV/NC districts, multifamily residential uses are allowed as part of a mixed-use structure or detached single-use structure located to the side or rear of the mixed-use structure or commercial building(s); provided, that:
 - a. ~~¶~~ The ground floor fronting Main Street East, 60th Street East or the portion of 160th Avenue East south of Main Street East shall be occupied by a commercial use or is transitional residential to commercial space. “Transitional residential to commercial space” means a space designed with architectural and structural features that facilitate future conversion to commercial space, such as: building setbacks suitable for commercial, first floor ceiling height suitable for retail, modules of doors and windows in a pattern similar to a retail storefront, structural features and materials that allow wall sections to be demolished to accommodate windows and doors.
 - b. Senior housing is allowed in the ESUV/NC district as part of a mixed-use development; provided residential uses are not allowed on the ground floor

fronting Main Street East/60th Street East and other street frontages within the ESUV/NC district. Adjustments to development standards, density and building height may be allowed for senior housing through a planned residential development, pursuant to SMC 18.24.

2. ~~GC/ESUV-ESUV/GC~~ District. In the ~~GC/ESUV-ESUV/GC~~ districts multifamily residential developments are permitted as part of a mixed-use development with commercial uses, except as follows:
 - a. Senior housing is a permitted use in the ESUV/GC district, except that single family homes, zero lot line homes, cottage housing, duplex dwellings, and townhomes for seniors are allowed only as a secondary use in a development that is primarily senior apartments.
 - b. Senior apartments or senior retirement homes may be located on the ground floor in the ESUV/GC district with no commercial component; provided, residential uses are not allowed on the ground floor fronting Main Street East/60th Street East.
 - c. Adjustments to development standards, density and building height may be allowed for senior housing through a planned residential development, pursuant to SMC 18.24.
 - d. In the area south of 64th Street East ~~where~~ no multifamily residential uses or senior housing are allowed.
3. A mixed-use development shall have mixed-use structures and may have a combination of mixed-use and single-use residential structures; provided, that the mixed-use structures shall be completed prior to occupancy of the single-use residential structures.
 - a. Mixed-use structures shall have direct pedestrian access to the primary street and shall have ground floor commercial uses along the entire length of the building facing the primary street.
 - b. Single-use residential structures shall be located to the side or rear of mixed-use structures and not adjacent to the primary street.
- ~~4.3~~ Multifamily development in the ESUV shall comply with the off-street parking ratios required in chapter 18.42 SMC, except that the number of visitor stalls may be reduced at a 1:1 ratio for each charging station provided for electric vehicles, electric bikes and scooters.
5. Open space requirements for developments requiring design review shall be in compliance with the City of Sumner design and development guidelines, except that open space requirements for senior housing shall be provided in accordance with SMC 18.41.200.

Section 17. That Sumner Municipal Code Chapter 18.40 Design and Development Guidelines, section 18.40.020(D) is hereby amended to read as follows:

18.40.020 Types of review.

[...]

D. The following types of projects shall require design review according to the procedures for Type VI.b decisions, chapter 18.56 SMC, Procedures for Land Use Permits:

1. Planned residential developments, ~~excluding those with a single family subdivision containing no~~ that include uses subject to the city of Sumner design and development guidelines. A Planned Residential Development shall comply with the design and development guidelines, except as follows:
 - a. A planned residential development shall not be entitled to an increase in density or building height outside of the hearing examiner review process; and
 - b. A senior housing planned residential development shall not be subject to the minimum open space requirements in the design and development guidelines.

Section 18. That Sumner Municipal Code Chapter 18.41 Required Landscaping, is hereby amended to add a new section 18.41.200, as follows:

Chapter 18.41 REQUIRED LANDSCAPING AND OPEN SPACE

- 18.41.010 Purpose.
- 18.41.020 Applicability.
- 18.41.030 Site landscaping required review.
- 18.41.040 Minimum site requirements.
- 18.41.050 Prohibited uses.
- 18.41.060 Submittal requirements.
- 18.41.070 Minimum landscape material specifications.
- 18.41.080 Low impact development option.
- 18.41.090 Maintenance of plant materials.
- 18.41.100 Stormwater ponds.

18.41.200 Minimum open space required.

[...]

18.41.200 Minimum open space required.

- A. For developments requiring design review per SMC 18.40.020, including preliminary plats, attached single family dwellings and multifamily developments, open space shall be provided in accordance with the Sumner Design and Development Guidelines, except that open space may be reduced through a Planned Residential Development permit pursuant to SMC 18.24.
- B. For senior apartments and senior retirement homes, open space shall be provided at a minimum of: 1) Private open space at 32 square feet per unit for 30 percent of the units; and 2) common open space at 25 percent of the area of the site devoted to senior housing uses; except that open space may be reduced through a Planned Residential Development permit pursuant to SMC 18.24

Section 19. That Sumner Municipal Code Chapter 18.42 Off Street Parking and Loading, section 18.42.040(B), is hereby amended to read as follows:

18.42.040 Required number of parking spaces.

The minimum number of off-street parking spaces shall be as follows for the listed uses:

- A. Single-family dwellings: two for each unit;
- B. Multifamily dwellings:
 - 1. ~~One~~ space per studio; 1.5 for each one- or two-bedroom unit; two spaces for three or more bedroom units; ~~senior or retirement apartments one for each unit~~; visitor parking for any type of multifamily use at one space for every five units;
 - 2. ~~Multi-family senior housing~~ Senior apartments and senior retirement homes: one for each unit; visitor parking at one space for every seven units; where on-site services are staffed, one for each employee per shift; except that minimum parking required per this subsection may be reduced through a conditional use permit or a planned residential development approval where circumstances related to the uses or site warrant a parking reduction.

Section 20. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 21. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 22. Effective Date. This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

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

Mayor Kathy Hayden

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date:

SUBJECT: Ordinance No. 2815 - 2021/2022 Biennial Budget Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: Per Ordinance

Within Budget Allocation: As Amended

ATTACHMENTS:

1. Ordinance No. 2815 - 2021/2022 Biennial Budget Amendment

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

As we enter into the second year of the 2021/2022 Biennial Budget, staff proposes the following amendments to the 2021/2022 Biennial Budget:

1. Transfer \$800,000 from the REET Fund (305) to the Park Capital Fund (310) to support the Heritage Park woonerf development, and recognize the transfer-in and expenditure in the Park Capital Fund.
2. Transfer \$400,000 from the REET Fund (305) to the Park Capital Fund (310) to support building acquisition on Kinkaid, and recognize the transfer-in and expenditure in the Park Capital Fund.
3. Transfer \$250,000 from the REET Fund (305) to the Street Capital Fund (320) to support right of way acquisition for the Wood and Main project, and recognize the transfer-in and expenditure in the Street Capital Fund.
4. Recognize \$75,000 capital contribution from Pierce County to the Park Capital Fund (310) in support of the Heritage Park Plaza.
5. Transfer \$120,000 from the General Fund (001) to the Park Capital Fund (310) to support environmental activities for the Heritage Park project.

Ord No. 2815		
BA 03/21/2022		
	<i>Revenues</i>	<i>Expenditures</i>
General Fund	\$ -	120,000
Reserve Funds	-	-
Special Revenue Funds	-	-
Debt Service Funds	-	-
Capital Funds	1,645,000	3,020,000
Utility Funds	-	-
Other Enterprise Funds	-	-
Internal Service Funds	-	-
Fiduciary Funds	-	-
	\$ 1,645,000	\$ 3,140,000

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee MEETING/STUDY SESSION DATE: 3/2/2022 COMMITTEE RECOMMENDATION: Do Pass
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STAFF RECOMMENDATIONS/MOTION:

A motion to approve Ordinance No. 2815 amending the 2021/2022 Biennial Budget.

**ORDINANCE NO. 2815
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021-2022 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2758, APPROVED DECEMBER 7, 2020, AND PREVIOUSLY AMENDED IN ORDINANCE 2762, APPROVED FEBRUARY 16, 2021, ORDINANCE 2771, APPROVED APRIL 19, 2021, ORDINANCE 2786, APPROVED AUGUST 2, 2021, ORDINANCE 2790, APPROVED AUGUST 16, 2021, ORDINANCE 2791, APPROVED AUGUST 16, 2021, ORDINANCE 2797, APPROVED OCTOBER 18, 2021, ORDINANCE 2802, APPROVED DECEMBER 6, 2021, ORDINANCE 2803, APPROVED DECEMBER 6, 2021, ORDINANCE 2804, APPROVED JANUARY 18, 2022, AND ORDINANCE 2813, APPROVED FEBRUARY 7, 2022.

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

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

WHEREAS, The Sumner City Council approved Ordinance No. 2771 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2786 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2790 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2791 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

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

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

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

WHEREAS, The Sumner City Council approved Ordinance No. 2804 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2813 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

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

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

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

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

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

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

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 21st day of March, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>03/07/22</i>	<i>Adopted</i>	<i>Previous</i>	<i>03/07/22</i>	<i>Revised</i>
001 General	\$ 5,978,542	\$ 31,643,467	\$ 550,870	\$ -	\$ 31,919,065	941,885	\$ 120,000	\$ 5,191,929
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	475,000	200,000	-	-	80,000	150,000	-	445,000
103 Complete Streets	241,851	-	-	-	200,000	41,654	-	197
105 Drug Enforcement	63,457	-	-	-	4,500	-	-	58,957
106 Hotel/Motel	273,747	215,000	25,000	-	106,245	318,000	-	89,502
115 ARPA Funding	-	-	2,910,676	-	-	1,167,000	-	1,743,676
200 Debt Service	2,570,000	527,200	-	-	520,000	-	-	2,577,200
221 LID Guarantee	694,969	-	-	-	-	-	-	694,969
302 Sidewalk	477,769	4,308,069	(310,000)	-	3,524,069	(310,000)	-	1,261,769
305 Real Estate Excise Tax	1,093,200	1,600,000	-	-	-	326,000	1,450,000	917,200
307 LID Capital Project Fund	9,545	-	-	-	-	-	-	9,545
310 Parks & Trails Capital Fund	544,740	1,237,500	561,000	1,395,000	1,237,500	561,000	1,320,000	619,740
320 Street Capital Fund	826,206	6,709,520	2,430,700	250,000	7,679,245	1,131,700	250,000	1,155,481
325 Facilities Capital Fund	183,773	26,200,000	276,000	-	15,700,000	956,000	-	10,003,773
401 Water	13,477,844	11,104,747	25,000	-	15,719,366	716,990	-	8,171,234
402 Wastewater	20,996,349	15,706,582	91,050	-	18,404,296	1,010,746	-	17,378,938
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	1,729,536
408 Stormwater	14,788,274	14,201,134	-	-	18,573,507	369,622	-	10,046,279
410 Cemetery Operations	31,493	1,352,800	-	-	1,358,895	2,260	-	23,138
415 Cemetery Development	-	-	40,000	-	-	25,000	-	15,000
440 Animal Control	12,239	1,496,319	121,184	-	1,460,055	114,855	-	54,832
501 Unemployment Insurance	43,989	-	-	-	3,055	-	-	40,934
550 Fleet Management	6,261	1,251,664	-	-	1,251,660	690	-	5,575
551 Information Technology	273,009	2,385,042	155,930	-	2,385,040	146,896	-	282,045
555 Equipment Reserve	1,013,749	1,297,245	315,000	-	790,000	373,000	-	1,462,994
601 Cemetery Endowment	1,472,385	60,000	-	-	-	-	-	1,532,385
603 Alder Ave Remediation	25,649	-	-	-	-	-	-	25,649
605 Development Impact Fees	7,026,351	700,000	-	-	3,397,200	835,000	-	3,494,151
611 Firemen's Pension	11,832	160,000	-	-	160,000	-	-	11,832
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 7,192,410	\$ 1,645,000	\$ 124,473,699	\$ 8,878,298	\$ 3,140,000	\$ 70,024,285

SUBJECT: Ordinance No. 2814 - 2022 Compensation Schedule Update

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2814 - 2022 Compensation Schedule Update

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City is required to pass an annual compensation schedule, and our previous schedule did not include temporary and seasonal pay grades. This amendment includes both of those categories which have been adjusted to account for inflation and an ongoing difficulty in attracting both temporary and seasonal employees.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 3/2/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to approve Ordinance No. 2814 amending the 2022 Compensation Schedule.

**ORDINANCE NO. 2814
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
ADOPTING THE 2022 COMPENSATION SCHEDULE FOR TEMPORARY AND
SEASONAL EMPLOYEES**

WHEREAS, the City is required to adopt an annual Compensation Schedule; and

WHEREAS, the City has established a 2022 Compensation Schedule for Temporary and Seasonal employees.

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

Section 1. Adoption. The City of Sumner 2022 Compensation Schedule for Temporary and Seasonal employees attached hereto as Exhibit A, covering the period from April 1, 2021 through December 31, 2022, is hereby adopted.

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 21st day of March 2022.

ATTEST:

City Clerk Michelle Converse, CMC

Date Adopted: March 21, 2022
Date of Publication:
Effective Date:

Mayor Kathy Hayden

APPROVED AS TO FORM:

City Attorney Andrea Marquez

Exhibit A - 2022

2022 Compensation Schedule

Effective 4/1/2022

Temporary and Seasonal Pay Grades								
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	
Seasonal	Laborer	SEA1	\$ 20.00	\$ 22.00	\$ 24.00	\$ 26.00	\$ 28.00	
	Intern	SEA2	\$ 25.00	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00	
Temporary	Temporary Administrative	TMP1	\$ 25.00	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00	
	Temporary Professional	TMP2	\$ 55.00	\$ 60.00	\$ 65.00	\$ 70.00	\$ 75.00	
Non-Exempt Pay Grades								
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	
Hourly-Regular Part Time	Animal Care Technician		\$ 16.00	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00	
	Pollution Prevention Specialist		\$ 32.00		\$ 34.00		\$ 36.00	
Labor	Custodial Technican	21	\$ 3,828	\$ 4,048	\$ 4,280	\$ 4,525	\$ 4,784	
Professional	Technician, Administrative Assistant, Specialist, Assistant Planner	31	\$ 4,744	\$ 5,015	\$ 5,303	\$ 5,607	\$ 5,928	
		32	\$ 4,910	\$ 5,191	\$ 5,489	\$ 5,803	\$ 6,136	
		33	\$ 5,160	\$ 5,455	\$ 5,768	\$ 6,099	\$ 6,448	
Technical	Administrator, Analyst, Assistant Engineer, Associate Planner, Building/Plans Inspector, Coordinator, GIS/CAD Specialist, IT Technician, Professional Standards Officer	41	\$ 5,659	\$ 5,983	\$ 6,326	\$ 6,689	\$ 7,072	
		42	\$ 5,826	\$ 6,159	\$ 6,512	\$ 6,885	\$ 7,280	
		43	\$ 6,325	\$ 6,687	\$ 7,071	\$ 7,476	\$ 7,904	
		44	\$ 6,658	\$ 7,039	\$ 7,443	\$ 7,869	\$ 8,320	
Exempt Pay Grades								
Classification	Typical Position Titles	Old Grade	Step 1	Step 2	Step 3	Step 4	Step 5	
Operations Managers	Building Official, Communications Director, Senior Planner, Superintendent, Operational Manager, Associate Engineer, Assistant Attorney, Project Manager	61	\$ 6,991	\$ 7,391	\$ 7,815	\$ 8,263	\$ 8,736	
		62	\$ 7,157	\$ 7,567	\$ 8,001	\$ 8,459	\$ 8,944	
		63	\$ 7,656	\$ 8,095	\$ 8,559	\$ 9,049	\$ 9,568	
		64	\$ 8,322	\$ 8,799	\$ 9,303	\$ 9,836	\$ 10,400	
		65	\$ 8,614	\$ 9,107	\$ 9,629	\$ 10,181	\$ 10,764	
Deputy Director	Deputy Police Chief, Chief Financial Officer, Deputy City Attorney, City Engineer	71	\$ 9,945	\$ 10,515	\$ 11,117	\$ 11,754	\$ 12,428	
		72	\$ 10,736	\$ 11,351	\$ 12,001	\$ 12,689	\$ 13,416	
		73	\$ 11,734	\$ 12,407	\$ 13,118	\$ 13,869	\$ 14,664	
Department Director	Department Director, City Attorney,	81					\$ 15,496	
	Police Chief	82					\$ 15,912	
Executive	City Administrator	91					\$ 16,848	
Non-Exempt Represented Pay Grades								
Classification	Typical Position Titles	Old Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Union-IUOE	Operator In Training	OE1	\$ 5,237		\$ 5,676			
Union-IUOE	Operator	OE2	\$ 5,909	\$ 6,155	\$ 6,323		\$ 6,736	
Union-IUOE	Engineering Technician	OE3	\$ 5,571	\$ 5,892	\$ 6,226	\$ 6,584	\$ 6,961	
Union-IUOE	Journey Operator, Lab Technician	OE4	\$ 6,323	\$ 6,587	\$ 6,862		\$ 7,146	
Union-IUOE		OE5	\$ 5,990	\$ 6,335	\$ 6,694		\$ 7,486	
Union-IUOE	Senior Operator 3, Lab Analyst 3	OE6	\$ 6,862	\$ 7,146	\$ 7,385		\$ 7,503	
Union-IUOE	Senior Operator 4, Lab Analyst 4, Senior Engineering Technician	OE7	\$ 7,146	\$ 7,385	\$ 7,741		\$ 7,860	
Union-IUOE	Electrician/Instrumentation Technician, Pretreatment Coordinator	OE8	\$ 7,240	\$ 7,540	\$ 7,853		\$ 8,253	
Union-IUOE	Chief Operator	OE9	\$ 8,286				\$ 8,691	
Union-Police Commissioned	Police Officer	PC1	\$ 6,480	\$ 6,802	\$ 7,144	\$ 7,507	\$ 7,882	\$ 8,291
Union-Police Commissioned	Police Officer Detective	PC2						\$ 8,706
Union-Police Commissioned	Police Officer Sergeant	PC3						\$ 9,783
Union-Police Support	Animal Control Shelter Assistant	PS1	\$ 3,743	\$ 3,958	\$ 4,184	\$ 4,426	\$ 4,679	
Union-Police Support	Police Records Specialist 1	PS2	\$ 4,205	\$ 4,440	\$ 4,687	\$ 4,950	\$ 5,231	
Union-Police Support	Police Records Specialist 2	PS3	\$ 4,685	\$ 4,945	\$ 5,220	\$ 5,515	\$ 5,827	
Union-Police Support	Community Service Officer	PS4	\$ 5,011	\$ 5,269	\$ 5,537	\$ 5,825	\$ 6,133	
Union-Police Support	Animal Control Officer	PS5	\$ 5,086	\$ 5,346	\$ 5,621	\$ 5,911	\$ 6,221	
Union-Police Support	Animal Control Supervisor	PS6					\$ 7,280	
Union-Teamsters	PW Operator 1, Groundskeeper 1, Mechanic 1	TM1	\$ 4,797		\$ 4,972		\$ 5,120	
Union-Teamsters	PW Operator 2, Groundskeeper 2, Meter Technician	TM2	\$ 5,673				\$ 6,227	
Union-Teamsters	Mechanic 2, Facilities Maint Tech 2	TM3	\$ 5,763				\$ 6,404	
Union-Teamsters	PW Shops Senior Operator	TM4					\$ 6,404	
Union-Teamsters	Cemetery, Fleet, Parks & PW Field Supervisors	TM5	\$ 6,827				\$ 7,426	

CPI-U 5.5%

Non-Rep @ 4.0% + 0.0% Market

Op Engineers @ 4.0% + 0.0% Market

Teamsters - 2022 Unsettled

Police Guild Officers @ 4.5%

Police Support @ 4%

Compensation Shedule Update

Proposed 2022 Update

Temporary and Seasonal Pay Grades							
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Seasonal	Laborer	SEA1	\$ 20.00	\$ 22.00	\$ 24.00	\$ 26.00	\$ 28.00
	Intern	SEA2	\$ 25.00	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00
Temporary	Temporary Administrative	TMP1	\$ 25.00	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00
	Temporary Professional	TMP2	\$ 55.00	\$ 60.00	\$ 65.00	\$ 70.00	\$ 75.00

2021 Compesation Schedule

Classification	Position Title	Band	Step 1	Step 2	Step 3	Step 4	Step 5
Seasonal	Laborer	HT1	\$ 16.00	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00
Seasonal	Intern	HT1	\$ 16.00	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00
Temporary	Temp Admin	HT2	\$ 20.00	\$ 25.00	\$ 30.00	\$ 35.00	\$ 40.00
Temporary	Temp Professional	HT3	\$ 40.00	\$ 45.00	\$ 50.00	\$ 55.00	\$ 60.00
Pro-Tem	City Attorney/Prosecutor	HT4					\$ 60.00
Pro-Tem	Judge	HT4					\$ 60.00

APRIL 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2
4	5	6	7	8	9
6:00PM Regular Council Meeting	4:00 PM Public Works Committee (Virtual)	5:30PM Finance Committee (Virtual)	6:00PM Planning Commission (Virtual)		
11	12	13	14	15	16
6:00PM Study Session		5:30 PM American Rescue Plan Comm. (Virtual) 6:30PM Design Commission (Virtual)	4:30PM Forestry/Parks Commission (Virtual)		
18	19	20	21	22	23
6:00PM Regular Council Meeting		5:30PM Public Safety Committee (Virtual)			
25	26	27	28	29	30
6:00PM Study Session		5:00PM CD Committee (Virtual)	5:30PM Cultural Arts Commission (Virtual)		

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

Name: Michelle Converse, CMC
 Title: City Clerk

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