



The City is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below:

<https://sumnerwa-gov.zoom.us/j/81297582824>

Or One tap mobile : US: +12532158782,,81297582824# or +13462487799,,81297582824#

Or Telephone: 253 215 8782

Webinar ID: 812 9758 2824

CALL TO ORDER

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

REGULAR BUSINESS

1. YMCA Annual Update Presentation
2. YMCA Service Agreements Amendments
3. Ordinance No. 2830 - Accessory Dwelling Units Code Update
4. Manufacturing/Industrial Center (MIC) Transit

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Meeting Calendar

EXECUTIVE SESSION

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: YMCA Annual Update Presentation

CATEGORY: Presentation

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

Pursuant to the Services Agreement between the City of Sumner and the YMCA, the YMCA team is asked to provide an annual update presentation to Council regarding the YMCA's provision of services to the Sumner community. Members of the Gordon YMCA executive team will join us tonight to provide an update.

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

Information only.

SUBJECT: YMCA Service Agreements Amendments

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 2013 Services Agreement Amendment
 2. 2019 Services Agreement Amendment with Exhibits
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STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

In 2013, and subsequently in 2019, the City of Sumner entered into two separate Services Agreements with the Gordon Family YMCA to ensure that the Sumner community was being provided with services and YMCA access in exchange for (1) the City's 2013 monetary contribution to the YMCA facility, and (2) the value of the raw land conveyed to the YMCA in 2019 for their intended outdoor field expansion. Due to the Covid-19 pandemic, many of the contemplated services were unable to be provided for a nearly 2-year term, requiring the term of the agreements to be extended. Additionally, the YMCA's intended expansion project experienced substantial delays and cost increases caused by the pandemic, so the service agreements requires appropriate amendments to ensure the City is receiving full and fair value for the monetary contribution and land it provided to the YMCA. Tonight, staff will present the amended agreements for discussion with Council.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: 7/25/2022 COMMITTEE RECOMMENDATION:
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STAFF RECOMMENDATIONS/MOTION:

Motion to approve amendments to the services agreements between the City of Sumner and the Gordon Family YMCA.

AMENDMENT
TO THE 2013 SERVICES AGREEMENT

This AMENDMENT TO THE 2013 SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of August____, 2022, by and between THE CITY OF SUMNER, WASHINGTON, a Washington municipal corporation (the “**City**” or “**Sumner**”), and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF PIERCE AND KITSAP COUNTIES, a Washington non-profit corporation (the “**YMCA**”). The City and YMCA are referred to in this Agreement individually as a “**Party**” and, collectively, as the “**Parties.**” Except as expressly provided herein, capitalized terms in this Amendment have the meanings specified in the 2013 Services Agreement, dated as of May 07, 2013 (“2013 Services Agreement”), attached hereto.

RECITALS

- A. The Parties entered into the 2013 Services Agreement with a common goal to identify a location for development and operation of a YMCA community center within the City (“Facility”).
- B. In lieu of operating and maintaining its own community related center, the City provided the YMCA with a monetary contribution to the Facility and desired to contract with the YMCA to operate and maintain the Facility and to provide social services, recreational programming, and other services for residents of Sumner.
- C. In consideration of the monetary contribution from the City to the YMCA as more fully set forth in the 2013 Services Agreement, the YMCA is obligated to deliver the agreed services during the term of the 2013 Services Agreement.
- D. After execution of the Agreement, the YMCA experienced, and continues to experience, substantial impacts caused by the Covid-19 worldwide pandemic, which interfered with the YMCA’s ability to timely fulfil the services obligations outlined therein and caused the cost of the project to more than double due to hyperinflation. By no fault of the YMCA, many of the deadlines and services per the Agreement were not met.
- E. Parties desire to amend the term of 2013 Services Agreement as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sumner and the YMCA hereby agree as follows:

1. Article 3, Section 3.1 – Term shall be amended as follows:

Term. The term of this Agreement (“Term”) shall be extended by a period of two (2) years, commencing on the Effective Date and, unless earlier terminated pursuant to Section 3.2 of the

2013 Services Agreement shall expire December 31, 2024 or upon full and complete provision of the value of services contemplated therein, whichever is later.

2. Full Force and Effect. Except as expressly amended and modified hereby, the 2013 Services Agreement is and shall remain in full force and effect, and the terms and provisions of the 2013 Services Agreement are hereby ratified and affirmed in their entirety.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. This Amendment shall be deemed executed and delivered upon each party's delivery of executed signature pages, which signature pages may be delivered electronically or by facsimile with the same effect as delivery of the originals.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have examined and executed this Amendment as of the date first written above.

CITY:

City of Sumner, a Washington State
municipal corporation

YMCA:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF PIERCE AND
KITSAP COUNTIES, a Washington
nonprofit corporation

By: _____
Name: Kathy Hayden
Title: Mayor

By: _____
Name: Charlie Davis
Title: CEO

Approved as to Form:

City Attorney

ATTEST:

City Clerk

FIRST AMENDMENT TO SERVICES AGREEMENT

This FIRST AMENDMENT TO SERVICES AGREEMENT (the “Amendment”) is made and entered into as of August____, 2022, by and between THE CITY OF SUMNER, WASHINGTON, a Washington municipal corporation (“Sumner”), and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF PIERCE AND KITSAP COUNTIES, a Washington non-profit corporation (the “YMCA”). Except as expressly provided herein, capitalized terms in this Amendment have the meanings specified in the Services Agreement, dated as of December 23, 2019 (“Vacant Property Services Agreement”), attached hereto as Exhibit A

RECITALS

A. Buyer and Seller entered into the Vacant Property Services Agreement in connection with the conveyance by Sumner to the YMCA of certain real Property more particularly described on Exhibit B, therein for purposes of expansion of the existing Sumner Gordon Family YMCA community center with a new Recreational Facility and outlining associated YMCA services for the Sumner community.

B. After execution of the Vacant Property Services Agreement, the YMCA experienced, and continues to experience, substantial impacts caused by the Covid-19 worldwide pandemic, which interfered with the YMCA’s ability to timely fulfil the services obligations outlined therein and caused the cost of the project to more than double due to hyperinflation. By no fault of the YMCA, many of the deadlines associated with the expansion of the Recreational Facility were not met.

C. Buyer and Seller desire to amend the Vacant Property Services Agreement as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sumner and the YMCA hereby agree as follows:

1. Article 1, Section 1.2 – The Recreational Development is hereby amended as follows:

The Recreational Development. The Recreational Development of the Intended Amenities is contemplated to be completed in three phases. The first phase (“**Phase I**”) is generally described as follows: Design/Engineering, Permitting and Wetland studies. The second phase (“**Phase II**”) is generally described as follows: Civil work such as storm, utilities, the construction of the east parking lot, the drive extensions, and all required landscaping. The third and final phase (“**Phase III**”) is generally described as follows: outdoor turf field(s), lighting, restroom facilities, outdoor shelter, speed bump crossings and furniture, fixtures and equipment installations. The estimated value of the Phase III work is an additional \$1.5 Million. The YMCA shall keep the City apprised of any revisions to the anticipated Phase I, II and III timelines as required by section 2.3 of the Vacant Property Services Agreement.

2. Article 1, Section 1.2.1 is hereby amended as follows:

1.2.1 Community Services. The YMCA will provide certain community services intended to exceed the value of the Property conveyed to it by the City, the description and term of each service and the value thereof is described in the attached **Exhibit C**, incorporated herein and made a part hereof.

3. Article 2., Section 2.2 – Construction Completion is hereby amended as follows:

Construction Completion. Beginning on the Effective Date, the YMCA will proceed with construction of the Recreational Facility consistent with the above outlined phasing and incorporating the Intended Amenities diligently and in good faith through final inspection and Certificate of Occupancy.

2.2.1 Monetary Payment and Reduction in Letter of Credit. Within forty-five days (45) of execution of this amendment, the YMCA shall remit to the City a check or money wire in the amount of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) as payment towards the value of the Property. The YMCA may thereafter reduce its required Letter of Credit by the same amount, to cover the remaining outstanding balance of \$450,000.00.

4. Article 3, Section 3.1 – Term shall be amended as follows:

Term. The term of this Agreement (“Term”) shall commence on the Effective Date and, unless earlier terminated pursuant to Section 3.2 of the Vacant Property Services Agreement, shall expire December 31, 2024 or upon full satisfaction of Agreed Value and Services contemplated herein.

5. The following section shall be added:

True-up or Automatic Term Extension. In the event that the YMCA does not render the intended value of any service described in Exhibit C during the Term, the Term shall be automatically extended until the City has received all the intended services and full value for the Property. At the YMCA’s discretion, at the end of the Term, the YMCA shall have the option to remit to the City a check or money wire for the outstanding balance of any services not rendered during the Term, and upon receipt of the balance, this agreement shall be considered satisfied in full and the Term of any service not fully rendered shall not be extended. Nothing herein is intended to modify the City’s right to recover on the YMCA’s Letter of Credit pursuant to the Vacant Property Services Agreement in the event the YMCA fails to deliver the full value of any agreed upon service outlined in Exhibit C.

6. Exhibit C to the Vacant Property Services Agreement shall be replaced with the Amended Exhibit C attached hereto.

7. Full Force and Effect. Except as expressly amended and modified hereby, the Vacant Properties Services Agreement is and shall remain in full force and effect, and the terms and

provisions of the Vacant Properties Services Agreement are hereby ratified and affirmed in their entirety.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. This Amendment shall be deemed executed and delivered upon each party's delivery of executed signature pages, which signature pages may be delivered electronically or by facsimile with the same effect as delivery of the originals.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have examined and executed this Amendment as of the date first written above.

CITY:

City of Sumner, a Washington State
municipal corporation

YMCA:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF PIERCE AND
KITSAP COUNTIES, a Washington
nonprofit corporation

By: _____
Name: Kathy Hayden
Title: Mayor

By: _____
Name: Charlie Davis
Title: CEO

Approved as to Form:

City Attorney

ATTEST:

City Clerk

EXHIBIT A
2019 VACANT PROPERTY SERVICES AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “**Agreement**”) is entered into as of Dec. 23, 2019 (the “**Effective Date**”) by and between the CITY OF SUMNER, a State of Washington municipal corporation (the “**City**” or “**Sumner**”), and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF PIERCE AND KITSAP COUNTIES, a Washington non-profit corporation (the “**YMCA**”). The City and YMCA are referred to in this Agreement individually as a “**Party**” and, collectively, as the “**Parties**”. Except as expressly provided herein, capitalized terms used in this Agreement have the meanings specified in Exhibit A to this Agreement.

RECITALS

WHEREAS, the Parties have worked together to identify a location (the “**Property**”) for expansion of the existing Gordon Family YMCA community center (the “**Main Facility**”) including the development and operation of additional recreational facilities (the “**Recreational Facility**”) upon the Property which is located directly adjacent to the Main Facility for certain community and recreational programs that complement existing community offerings at the Main Facility and support the goals and objectives of the City’s Parks plan, and to help improve the quality of life for all local residents within the City; and

WHEREAS, in lieu of operating and maintaining its own community related recreational center, the City desires to contract with the YMCA to construct, operate and maintain the Recreational Facility and to provide recreational programming and other community services to the residents of the City of Sumner; and

WHEREAS, the YMCA intends to site, develop, finance, construct, own and operate new outdoor play fields, a new “East” parking lot and drive extension with drop off, and a day camp plaza with a 25 foot x 25 foot covered area attached to new toilet facilities (the “**Recreational Development**”). The Recreational Development is anticipated to include the following (the “**Intended Amenities**”):

- New toilet facilities to support the new outdoor play field(s) will include:
 - Restrooms: 6 water closets, 2 urinals and 4 sinks.
 - Janitorial with mop sink.
- Covered area attached to the toilet facilities to serve as a sign-in/gathering area for day camp attendees and may provide coverage for participants or spectators during field use, approximately 25 ft x 25 ft.
- Lighting for the outdoor play fields;
- New east parking lot;
- Lighting for the new east parking lot;

WHEREAS, the Recreational Facility will be built on the Property to be conveyed by the City to the YMCA (as more particularly defined in Exhibit B to this Agreement).

WHEREAS, the YMCA shall compensate the City for the value of the Property by and through the performance of the Services for the benefit of the community and residents of Sumner, as more fully set forth herein, particularly, the City shall: (a) receive, and the YMCA shall be obligated to deliver, the Services during the term of this Agreement which have a value of approximately \$700,000; and (b) the YMCA shall acquire the Property, subject to an obligation to perform the Services until the City has received a value of services equivalent to or greater than the value of the Property. The Property has an agreed value of \$700,000.

WHEREAS, the City will obtain benefits for its residents, including social services, prioritized access to the community activities and facilities, recreational programming and other beneficial services from the transactions contemplated in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.

SERVICES TO BE PERFORMED BY THE YMCA; OBLIGATIONS OF THE CITY

1.1. City Obligations; YMCA Services. On or before January 10, 2020, the City will deed the Property to the YMCA by Bargain and Sale Deed (the “Deed”). In exchange, the YMCA will construct the Recreational Development (defined above) and provide the City and its residents the Community Services (defined below) (collectively, the “Services”). The conveyance of the Property to the YMCA is being granted in exchange for the YMCA’s performance of the obligations outlined in this Agreement, and this Agreement shall remain effective until the City has received an equivalent or greater value than the value of the Property. The YMCA shall grant to the City, and provide sufficient proof in the City’s sole discretion in advance of executing this agreement, a Letter of Credit for the full value (“Agreed Value”) of the Property to secure the provision of the Services to the City. The Letter of Credit shall be in full force and effect until full and complete performance by the YMCA of the Services (such period being referred to herein as the “Term” of the Letter of Credit). Upon full and complete performance of the Services the City will promptly provide to the YMCA a written release of the Letter of Credit. Should the YMCA fail to meet its obligations under this Agreement, the City reserves its right to draw upon the full amount of the Letter of Credit or take any and all other appropriate legal action during the Term of the Letter of Credit.

1.2 The Recreational Development. The Recreational Development of the Intended Amenities is intended to be completed in three phases, but in any event, no later than December 31, 2023, subject to Section 2.2 below and shall be defined as the date the Intended Amenities are substantially completed and ready for final building inspection by the City’s Building Official (the “**Construction Completion**”). The first phase (“**Phase I**”) is generally described as follows: Design/Engineering, Permitting and Wetland studies. All of the Phase I work is estimated to be completed by June of 2020. The second phase (“**Phase II**”) is generally described as follows: Civil work such as storm, utilities, the construction of the east parking lot, the drive extensions, and all required landscaping. The estimated combined value of the Phase I and Phase II work is \$1.5 Million dollars. All of the Phase II work is estimated to be completed by December 2020. The third and final phase (“**Phase III**”) is generally described as follows:

outdoor turf field with lighting, restroom facilities, outdoor shelter, speed bump crossings and furniture, fixtures and equipment installations. The estimated value of the Phase III work is an additional \$1.5 Million. All of the Phase III work is estimated to be completed by December 31, 2022, subject to receipt of the necessary fundraising for this phase and Section 2.2 below. The YMCA shall keep the City apprised of any revisions to the anticipated Phase I, II and III timelines as required by section 2.3 below.

The Services are described as follows:

1.2.1 Community Services. The YMCA will provide certain community services at a discounted rate for the community for three years following the Completion Date or four years beginning January 1 after this agreement is signed. The value of the discount provided is described in the attached **Exhibit C**, incorporated herein and made a part hereof, which discount is for the following community services:

(a) **Family Membership Voucher.** Three month Gordon Family YMCA membership voucher including joining fees for low income families. Distributed in coordination with the Sumner Family Center.

(b) **Active Older Adult (55+ years old) Membership Voucher.** Three month Gordon Family YMCA membership voucher including joining fees for low income adults ages 55 years and older. Distributed in coordination with organizations serving adults ages 55+.

(c) **Outdoor Recreation Space.** The YMCA will provide access to the outdoor recreational facilities for Sumner community use as schedules permit.

1.3 Modification. The Parties may modify in writing the Services during the Term if both Parties determine in good faith that such modifications are consistent with the benefits to be conveyed hereunder to the City and its residents, and are not unreasonably burdensome or detrimental to either Party.

1.4 Value of Services. The Parties have determined in good faith that the value of the Services to be provided to the City and its residents are in excess of the value of the Property at the time of the conveyance: \$700,000 (the "Agreed Value"). The value allocated to each of the Services are more particularly described in Exhibit C to this Agreement.

ARTICLE 2.

SITE ACQUISITION; RECREATIONAL FACILITY

2.1. YMCA to Acquire Site. The City shall cause the Property to be conveyed to the YMCA on or before January 10, 2020.

2.2. Construction Completion. Beginning on the Effective Date, the YMCA will proceed with construction of the Recreational Facility consistent with the Intended Amenities. It is anticipated that Construction Completion of the Intended Amenities will be achieved by December 31, 2022, subject to the necessary fundraising success for Phase III that would allow for completion by that date, but in any event, it will be completed not later than December 31,

2023, unless an extension thereto is granted by the City on the following terms. No extensions shall be granted hereunder, except in the sole discretion of the City; provided however, an extension will only be considered by the City if the YMCA is proceeding with acquisition, development, financing or construction in good faith and/or delays are outside of its control. If the City determines that in its sole discretion an extension is not appropriate, and thereby terminates this Agreement, in lieu of the City's right to draw upon the Letter of Credit, the YMCA shall have the option to exercise and pay to the City the Agreed Value of the Services not yet rendered¹ within one hundred and twenty (120) days of receipt of the City's notice of termination, and upon receipt of payment, the City shall consider the obligations of the YMCA satisfied in full. Should the YMCA not exercise its option, then the effective date of termination of this Agreement will be 150² days following the YMCA's receipt of such notice of termination.

2.3. Reports. The YMCA will provide the City with periodic updates and other reasonable information during the Recreational Development of the Intended Amenities.

2.4. Operational Covenant. The YMCA hereby covenants to the City that during the Term, the Recreational Facility will be operated in accordance with all YMCA policies applicable to other YMCA centers in the Pierce County area and provide the Services described herein.

2.5. Community Benefit Reports. The YMCA hereby covenants to the City that from the date of Construction Completion through the expiration of the Term of this Agreement, the YMCA will deliver to the City Council at least annually, but more frequently upon request by the City (no more frequently than each quarter), a community benefit report regarding operation of the Recreational Facility, that includes at a minimum: (a) number of family membership vouchers redeemed and dollar value; (b) number of active older adult membership vouchers redeemed and dollar value; and (c) number of hours available for community use and value of discounted or fee-waived hours for that space usage. In addition, on no less than a biannual basis, the YMCA shall facilitate and coordinate a meeting between a representative of the YMCA, the City, the Sumner/Bonney Lake School District, the Sumner Family Center, and the Sumner Senior Center to ensure that the Services and other community-related needs are being met in accordance with the terms of this Agreement.

2.6. Costs. Notwithstanding anything to the contrary herein, the YMCA will be responsible for all costs associated with acquiring the Property, Zoning Changes (if any), Feasibility Site Work (if any), Construction Financing (if any) and the construction, development operation and continued maintenance of the Recreational Facility.

ARTICLE 3. TERM AND TERMINATION

3.1. Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 3.2, shall expire five (5) years following Construction

¹ This valuation shall be made by prorating the remaining months and assigned value thereto left under each Service category shown in Exhibit C.

² This is intended to be a date 30 days after the YMCA's 120 day option period has run.

Completion, or upon full satisfaction of the Agreed Value and Services contemplated herein(the “Term”).

3.2. Early Termination. Subject to applicable extensions and Cure Rights as set forth herein, this Agreement will terminate earlier upon the occurrence of any of the following events (in each case, “Early Termination”).

3.2.1. Site Acquisition. In the event the YMCA does not acquire the Property by the Effective Date hereof. Early Termination under this Section 3.2.1 will terminate this Agreement with no liability to any Party.

3.2.2. Site Feasibility. In the event the YMCA determines within four months (120 days) of the Effective Date hereof, and after good faith due diligence, that the Property is not practical for the Recreational Facility because of conditions not reasonably anticipated at the time of acquisition such as critical areas, soil conditions or utility constraints, Early Termination under this Section 3.2.2 will terminate this Agreement with no liability to any Party; provided, that the YMCA shall promptly convey the Property back to the City and pay all necessary recording fees. No other costs or expenses shall be required by either Party. The City hereby represents to the YMCA that it has completed any and all necessary wetland mitigation required for development of the Property, if any, and that at the time it conveys the Property to the YMCA, the Property does not contain wetlands. Responsibility for wetland mitigation and all other feasibility efforts and costs after the conveyance shall be borne by the YMCA.

3.2.3. Zoning Changes. The City represents that the Property is properly zoned for recreational development and use.

3.2.4. Certificate of Occupancy; Intended Amenities. In the event the YMCA fails, without legal excuse, to achieve Construction Completion of the Recreational Facility by December 31, 2023, or the completed Recreational Facility materially differs in functionality from the Intended Amenities (“Event of Default”), the City may as its sole remedy, and by written election to the YMCA terminate this Agreement and recover on the Letter of Credit, the remaining Agreed Value of the Property (“Early Termination”), subject to the YMCA’s option to pay the City the remaining Agreed Value of Services not yet rendered as further described in Section 2.2 above; (b) bring suit to specifically enforce this Agreement; or (c) require the YMCA to deed the City an interest in the Property up to the Agreed Value of the Property (“Early Conveyance; provided, (b) and (c) may only be exercised after the time for the YMCA’s option described in Section 2.2 above has been exhausted.

3.3. Permit Processing. The City agrees to act expeditiously and reasonably in good faith in reviewing and processing any required certificates, permits or providing other review/approvals necessary for the Recreational Facility to timely achieve Construction Completion, but in no event shall the City be obligated to deviate from its standard review process or expedite a review matter if City resources and staffing don’t allow it.

3.4. Notice and Cure Period. Prior to any Early Termination becoming effective or demand for an Early Conveyance, the City shall deliver written notice of an Event of Default to the YMCA and the YMCA shall have thirty (30) days to cure such failure; provided, that, if the

initial cure period is not reasonably sufficient to permit a cure of such failure, and the YMCA shall have diligently commenced to cure such failure within the initial cure period and shall thereafter proceed with reasonable diligence to cure such failure, then the YMCA shall have a reasonable additional period of time, as agreed by both parties, to remedy or cure such failure.

ARTICLE 4. PAYMENT FOR SERVICES

4.1. Property to the YMCA. In consideration for the Services provided to the City and its residents hereunder, and other benefits, rights and privileges received by the City hereunder, and in lieu of operating and maintaining its own community recreational center/complex, the City shall cause the Property to be conveyed to the YMCA on or before January 10, 2020.

ARTICLE 5. FORCE MAJEURE

5.1. Excuse From Performance. In the event that a Party is prevented or delayed, directly or indirectly, from the performance of any of its respective obligations hereunder by a Force Majeure Event, then: (a) such Party (the “**Affected Party**”) shall be excused from the performance of such obligations for so long as, and to the extent that, the Force Majeure Event prevents or delays such performance; (b) such failure shall not be deemed to be a breach or default of this Agreement or a violation of any of the Affected Party’s covenants herein; and (c) the time within which or by which the Affected Party is required to perform any such obligation under this Agreement shall be extended by a period of time equal to the period of delay arising from such Force Majeure Event.

5.2. Definition of Force Majeure Event.

5.2.1. “Force Majeure Event” means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that temporarily delays or prevents performance by the Affected Party of any of its respective obligations under this Agreement, but only to the extent that and for so long as: (a) the event or circumstance is beyond the reasonable control of the Affected Party; (b) despite the exercise of reasonable diligence, the event or circumstance cannot be prevented, avoided or stopped by the Affected Party; and (c) the Affected Party has taken all reasonable measures to avoid the effect of the event or circumstance on the Affected Party’s ability to perform its obligations hereunder and to mitigate the consequences of the event or circumstance.

5.2.2. Force Majeure Events include the following, to the extent the requirements set forth in Section 5.2.1 are satisfied: (a) acts of God of any and all kind, including volcanic eruption, landslide, earthquake, flood, lightning, tornado or other unusually severe storm or environmental conditions, perils of the sea, fire or any other acts of nature or natural disaster; (b) accidents, damage or loss of any and all kind, including explosions, epidemics, quarantine or criminal or terrorist acts; (c) acts or omissions of any Governmental Authority of any and all kind (other than, in the case of the City’s claim for Force Majeure event, the City’s act or omission or change in Applicable Law), including any form of compulsory government

acquisition or condemnation of all or part of the Facility or Site, change in Applicable Law and any Governmental Agency restriction, action or inaction which delays, hinders, obstructs or prevents the contemplated obligations of the YMCA; (d) strike or labor disturbances, including labor or material shortage; (e) an act or omission of any person of any and all kind, other than such Party, including breach of contract or failure of performance by any person providing equipment or services to the YMCA to acquire the Site, or develop, construct or operate the Facility as contemplated herein; and (f) act of war (whether declared or undeclared), acts of public enemies, armed conflicts, act of foreign enemy, acts of terrorism (whether domestic or foreign, state-sponsored or otherwise), riot, civil commotion, blockade, insurrection, civil disturbance, revolution or sabotage.

5.2.3. Notwithstanding the foregoing, the insufficiency of funds, financial inability to perform or changes in the Affected Party's cost of performing its obligations hereunder shall in no event be considered or constitute a Force Majeure Event.

5.2.4. Suspension of any obligation as a result of a Force Majeure Event shall not affect any rights or obligations which may have accrued prior to such suspension or, if the Force Majeure Event affects only some rights and obligations of the Affected Party, any other rights or obligations of the Affected Party.

5.3. Obligations Following Occurrence of Force Majeure Event. Following the occurrence of a Force Majeure Event, the Affected Party shall:

5.3.1. provide prompt notice to the other Party of the Force Majeure Event, giving an estimate of its expected duration and the probable impact on the performance by the Affected Party of its obligations hereunder;

5.3.2. exercise all reasonable efforts to continue to perform its obligations hereunder;

5.3.3. expeditiously act to correct or cure the Force Majeure Event to the extent such action is within the power of the Affected Party;

5.3.4. exercise all reasonable efforts to mitigate or limit damages to the other Party to the extent such action will not adversely affect its own interests; and

5.3.5. provide prompt notice to the other Party of the cessation of the Force Majeure Event and the resumption by the Affected Party of the performance of its obligations hereunder.

ARTICLE 6. DEFAULTS AND REMEDIES

6.1. Events of Default. A Party shall be in default under this Agreement if any of the following events occur (each of the following events to be referred to as an “**Event of Default**,” the Party in default to be referred to as the “**Defaulting Party**” and each of the Parties not in default to be referred to as a “**Non-Defaulting Party**”):

6.1.1. The YMCA materially fails to timely provide the Intended Amenities or fails to provide the Intended Amenities substantially in conformance as described herein;

6.1.2. The YMCA materially fails to provide the Services promised that are to occur after Construction Completion;

6.1.3. A Party has materially breached its representations and warranties as set forth herein.

6.2. Notice and Cure Period. Except for any default described in Section 6.1.3, prior to any Event of Default becoming effective, the Non-Defaulting Party shall deliver written notice of the Event of Default to the Defaulting Party and the Defaulting Party shall have thirty (30) days to cure such failure; provided, that, if the initial cure period is not reasonably sufficient to permit a cure of such failure, and the Defaulting Party shall have diligently commenced to cure such failure within the initial cure period and shall thereafter proceed with reasonable diligence to cure such failure, then the Defaulting Party shall have a reasonable additional period of time to remedy or cure such failure.

6.3. Rights and Remedies Upon Uncured Event of Default.

6.3.1. Generally. Following any cure period provided herein for each Event of Default that remains uncured upon the expiration of the applicable cure period, and subject to Sections 2.2, 3.2.4 and 3.4, the Non-Defaulting Party shall be entitled to: (a) terminate this Agreement upon written notice to the Defaulting Party; or (b) exercise each and every other right or remedy against the Defaulting Party available with respect to such Event of Default under this Agreement, at law or in equity. The Non-Defaulting Party may, in its discretion, exercise any available remedies in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions of this Agreement; provided, that, the concurrent or cumulative exercise of remedies shall not result in duplication of recovery.

6.4. Limitation of Liability. Notwithstanding anything in this Agreement to the contrary: (a) the Parties shall only be liable for direct damages suffered by the other Party as a result of a breach or default of this Agreement by the Defaulting Party; and (b) no Party shall be liable to the other Party or for any Consequential Loss resulting from any breach or Event of Default by the Defaulting Party.

**ARTICLE 7.
REPRESENTATIONS AND WARRANTIES**

7.1. Representations and Warranties. As of the Effective Date each Party represents and warrants to the other Party that, as to itself, each of the following statements is true and accurate as it applies to the Party making such representation and warranty.

7.1.1. Such Party is duly organized and validly existing under the laws of the State of Washington, and has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and such authority has been duly authorized by all necessary action of such Party.

7.1.2. This Agreement constitutes the legal, valid and binding obligation of such Party and is enforceable against it in accordance with its respective terms, except as such enforcement

may be limited by any bankruptcy, insolvency, moratorium or similar law or by general equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

7.1.3. The execution or delivery of this Agreement by such Party does not, and the performance by it of its obligations under this Agreement and the transactions contemplated hereby will not:

- (a) result in a violation or breach of any Applicable Law to such Party or conflict with any provision of the organizational or governance documents of such Party;
- (b) conflict with any provision of any agreement to which it is a party or by which it is bound and which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement; and
- (c) contravene any provision of, or be an event that is (or with the giving of notice or the passage of time or both will result in) a contravention, breach or default of or under, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation of such Party under any security interest, agreement, instrument, order, arbitration award, judgment, injunction or decree to which such Party is a party or by which it is bound and which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement.

7.1.4. There are no claims to such Party's knowledge (whether instituted by such Party or sought against such Party) which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement. There is no outstanding order, writ, injunction, decree, judgment or award by any arbitration panel or Governmental Authority against or affecting such Party which could reasonably be expected to have a material adverse effect on such Party or its ability to perform its obligations under this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. **Notices.** All notices, requests, demands, or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given and received when either (a) delivered personally (deemed received at time of delivery), (b) sent by facsimile communication to the last known fax number of the addressee (deemed received at the time of transmittal if delivered prior to close of a Business Day, or if not so received, on the next following Business Day), (c) sent by nationally-recognized overnight courier or delivery service to the last known physical address of the addressee with conformation receipt (deemed delivered one day following placement with overnight carrier), or (d) sent by registered mail, return delivery receipt requested, to the last known physical address of the addressee (deemed delivered per date of return delivery receipt); provided, however, that any notice, demand, request or other communication made or delivered in connection with an alleged

breach or default under this Agreement (including an Event of Default) may not be delivered by facsimile communication.

8.2. Severability. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event any such provision of this Agreement is so held invalid, the Parties shall, within seven (7) Days of such holding, commence to renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

8.3. No Assignment. No Party will assign or otherwise transfer this Agreement or its rights and obligations hereunder without the other Party's prior written consent. Any attempt to do so is void.

8.4. Amendment. Except as provided herein, no amendment or variation of the provisions of this Agreement shall be binding upon the Parties hereto unless evidenced in a writing which indicates that such writing is intended to amend the terms of this Agreement and is signed by duly authorized officers or representatives of each Party.

8.5. Governing Law; Consent to Jurisdiction.

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. **Applicable Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Agreement cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law.

8.6. Attorneys' Fees. If any legal action or claim is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in such action or claim, in addition to any other relief to which it may be entitled.

8.7. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

8.8. No Waiver. No delay or forbearance by a Party in exercising any right or remedy accruing to such Party upon the occurrence of any breach or default by the other Party under this Agreement shall impair any such right or remedy of such Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver on the part of either Party of any provision or condition of this Agreement must be in writing signed by the Party to be bound by such waiver and shall be effective only to the extent specifically set forth in such writing and shall not limit or affect any rights with respect to any other or future circumstance.

8.9. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties and shall not create a third-party beneficiary relationship with, or cause of action in favor of, any third-party.

8.10. Headings, Captions. All indexes, titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning, content or scope of this Agreement.

8.11. Construction Interpretation. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. The words "herein," "hereunder" and "hereof" refer to the provisions of this Agreement and a reference to a recital, Article, Section, subsection or paragraph of this Agreement or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this Agreement or other agreement in which it is used unless otherwise stated. References to this Agreement, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto and includes any amendment, variation, restatement or replacement of this Agreement or such other agreement, instrument or provision, as the case may be. The word "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly. References to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or").

8.12. Relationship Between Parties. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship, franchise or partnership between the Parties or to impose any such obligation or liability upon either Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, act as or be an agent or representative of, or otherwise to bind any other Party.

8.13. Negotiation of Agreement. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel. Accordingly, this Agreement shall be deemed to be the product of each Party, and there shall be no presumption that an ambiguity should be construed in favor of or against a Party solely as a result of such Party's actual or alleged role in the drafting of this Agreement.

8.14. Entire Agreement. This Agreement, together with the Options Agreement, constitute the entire agreement of the Parties in connection with the matters related to the sale and purchase of the Services, and all previous agreements, understandings and negotiations (whether written or oral) on those subject matters are hereby superseded and shall have no further force or effect after the Effective Date. The exhibits attached to this Agreement are hereby incorporated into and form a part of this Agreement.

8.15. Counterparts. This Agreement may be executed in one or more counterparts and the counterparts taken together shall constitute one and the same Agreement. An executed copy of this Agreement may be delivered by facsimile or other means of electronic transmission pursuant to which the signature can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

8.16. No Other Representations or Warranties. Each Party acknowledges that in entering into this Agreement it has not relied on any representations or warranties about its subject matter except for the representations and warranties as expressly provided in this Agreement.

8.17. Survival of Rights and Obligations. Upon the expiration or termination of this Agreement, this Agreement shall have no further force and effect, except that any rights and remedies that have arisen or accrued to a Party prior to such expiration or termination, or any obligations or liabilities that have arisen or accrued before such expiration or termination, shall in each case survive expiration or termination unless this Agreement expressly states otherwise. The terms of this Agreement shall survive in full force and effect the expiration or termination of this Agreement only to the extent necessary to enable a Party to exercise any of its accrued rights, remedies and obligations, and this Section 8.17 shall survive in full force and effect the expiration or termination of this Agreement.

8.18. Decision Making by Parties. Except where this Agreement expressly provides for a different standard, whenever this Agreement provides for a determination, decision, permission, consent or approval of a Party, the Party shall make such determination, decision, grant or withholding of permission, consent or approval in a commercially reasonable manner and without unreasonable delay. Any denial of an approval, permission, decision, determination or consent required to be made in a commercially reasonable manner shall include in reasonable detail the reason for such denial or aspect of the request that was not acceptable.

8.19. Indemnification. YMCA shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the YMCA's performance of this Contract, including any and all use of the Property after the execution of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence. The City's inspection or acceptance of any of YMCA's work when completed shall not be grounds to avoid any of these covenants of indemnification. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the YMCA and the City, its officers, officials, employees, agents and volunteers, the YMCA's liability hereunder shall be only to the extent of the YMCA's negligence. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE YMCA'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. The provisions of this section shall survive the expiration or termination of this Agreement.

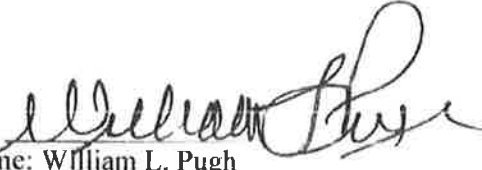
8.20 Right of First Refusal. At any point within ten (10) years after the Effective Date of this Agreement (the "Term"), in the event the YMCA should receive a bonafide offer from a third-party to purchase the Property, the YMCA shall notify the City within thirty (30) days of receipt of any such bona fide offer, and offer the Property to the City on those same third-party terms, before the YMCA may sell it to the third-party. Within thirty (30) days of receipt of the YMCA's offer, the City shall have the opportunity to notify the YMCA in writing of its desire to purchase the Property back on the same terms and conditions offered by the third party, and if it desires to so purchase, the City shall proceed to closing as and when stated in the YMCA's offer. If the City does not timely submit written acceptance of the YMCA's offer, then this right of first refusal shall automatically terminate and the YMCA shall be free to sell the Property to a third-party.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

CITY:

CITY OF SUMNER, a Washington State
municipal corporation

By: 

Name: William L. Pugh

Title: Mayor

YMCA:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF PIERCE AND
KITSAP COUNTIES, a Washington
nonprofit corporation

By: 

Name: Charles Davis

Title: CEO

Approved as to Form:


City Attorney

ATTEST:


City Clerk

EXHIBIT A

DEFINITIONS

“Affected Party” has the meaning given in Section 5.1 of this Agreement.

“Agreement” has the meaning given in the introductory paragraph of this Agreement.

“Applicable Law” means all: (a) constitutions, statutes, laws, by-laws, rules, judgments, orders, decrees, Permits, codes, standards, concessions, regulations, guidelines, directions, policies or governmental restrictions in effect from time to time and made or issued by any Governmental Authority (including any of the foregoing pertaining to zoning or land use restrictions, environmental protection, pollution or sanitation); and (b) any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing set forth in clause (a) by any Governmental Authority, in each case having the effect or force of law.

“Business Day” means any day other than a Saturday, Sunday or a day on which commercial banks are not required or permitted to be closed in Seattle, Washington. Additionally, a Business Day is a reference to a period of time ending at 5:00 p.m. Tacoma time on the same Business Day.

“Certificate of Occupancy” means a certificate of occupancy issued under Applicable Law by the applicable Governmental Authority for the Recreational Facility (if applicable).

“Construction Completion” has the meaning given in Section 1.2 of this Agreement.

“City” has the meaning given in the introductory paragraph of this Agreement.

“Consequential Loss” means all punitive, special, exemplary, incidental, indirect or consequential damages, including damages for loss of profits, loss of use of revenue, or losses by reason of cost of capital, regardless of whether the loss results or arises from a claim based on contract, warranty, tort (whether negligence, strict liability or otherwise), statutory or regulatory noncompliance or any other legal or equitable principle.

“Defaulting Party” has the meaning given in Section 6.1 of this Agreement.

“Early Termination” has the meaning given in Section 3.2 of this Agreement.

“Effective Date” has the meaning given in the introductory paragraph of this Agreement.

“Event of Default” has the meaning given in Section 6.1 of this Agreement.

“Governmental Authority” means any federal, provincial, state, county, municipal or local government and any political subdivision thereof, or any other governmental, quasi-governmental, executive, legislative, administrative, regulatory, judicial, public or statutory department, body, instrumentality, agency, ministry, court, commission, bureau, board, or other governmental authority.

“Main Facility” and **“Recreational Facility”** have the meaning given in the recital paragraphs of this Agreement.

“Force Majeure Event” has the meaning given in Section 5.2.1 of this Agreement.

“Intended Amenities” has the meanings given in the recital paragraphs of this Agreement.

“Non-Defaulting Party” has the meaning given in Section 6.1 of this Agreement.

“Party” and **“Parties”** have the meanings given in the introductory paragraph of this Agreement.

“Permits” means, collectively, any approvals, licenses, permits, authorizations, consents, franchises, rulings, certifications, exemptions, filings, variances, orders, judgments, decrees, publications, notices to, declarations of or registrations with any Governmental Authority under any provision of any Applicable Law, and which may be granted, provided or otherwise applicable to the Facility, the Site or the Parties.

“Property” – has the meaning given it in the Recitals.

“Services” has the meaning given in Section 1.1 of this Agreement.

“Summer” has the meaning given in the introductory paragraph of this Agreement.

“Term” has the meaning given in Section 3.1 of this Agreement.

“YMCA” has the meaning given in the introductory paragraph of this Agreement.

EXHIBIT B
SITE DESCRIPTION

PARCEL A:

Beginning 680 feet East and 497.75 feet South of the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 20 North, Range 5 East of the Willamette Meridian; Thence East 100 feet; Thence South 75 feet; Thence West 100 feet; Thence North 75 feet to the Point of Beginning;

EXCEPT

THE WEST 10 FEET OF THE FOLLOWING:

LOCATED IN SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 05 EAST OF THE WILLAMETTE MERIDIAN; BEGINNING AT A POINT 680 FEET EAST AND 497.75 FEET NORTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SAID SOUTHEAST QUARTER, THENCE EAST 100 FEET, THENCE SOUTH 75 FEET, THENCE WEST 100 FEET, THENCE NORTH 75 FEET TO THE POINT OF BEGINNING.

CONTAINING 750 SQUARE FEET, MORE OR LESS; EXCEPT Road;
Situate in the County of Pierce, State of Washington.

PARCEL B:

Beginning 662.75 feet South and 680 feet East of the Northwest corner of the South half of the Southeast quarter of Section 19, Township 20 North, Range 5 East of the W.M.; Thence East 640 feet; Thence North 165 feet; Thence West 640 feet; Thence South 165 feet to the Point of Beginning;

EXCEPT the West 100 feet of the North 75 feet thereof;

EXCEPT that portion if any lying within the Southeast quarter of the Southeast quarter of Section 19, Township 20 North, Range 4 East of the W.M.;

EXCEPT

THE WEST 10 FEET OF THE FOLLOWING:

LOCATED IN SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 05 EAST OF THE WILLAMETTE MERIDIAN; BEGINNING AT A POINT 662.75 FEET SOUTH AND 680 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTH ½ OF THE SAID SOUTHEAST QUARTER, THENCE EAST 640 FEET, THENCE NORTH 165 FEET, THENCE 640 FEET, THENCE SOUTH 165 FEET TO THE POINT OF BEGINNING. EXCEPT THE WEST 100 FEET OF THE NORTH 75 FEET THEREOF.

CONTAINING 900 SQUARE FEET, MORE OR LESS;

AND EXCEPT road;

Situate in the County of Pierce, State of Washington.

Subject to all easements of record.

EXHIBIT C

VALUE OF SERVICES

The value of the Services to be provided by the YMCA for the benefit of the City and its residents pursuant to the Agreement are determined by the Parties in good faith to be equal to or in excess of \$700,000 and is set forth in more detail below:

Description	Value Period	Assigned Value
Will provide 25 three month family membership vouchers each quarter, including joining fees, for low income families. Distributed by the Family Center based upon their low income guidelines.	Five (5) years beginning January 1 following the Effective Date.	\$60,000 in value provided annually \$300,000 over value period
25 Active Older Adult (55+ years old) Membership Vouchers each quarter – Three month Gordon Family YMCA membership voucher including joining fees for older adults. Distributed in coordination with organizations serving adults ages 55+. Fifty percent of vouchers will be distributed to low income older adults following a sliding scale based on federal poverty guidelines issued annually by the United States Department of Health and Human Services. Extenuating circumstances, including extraordinary economic challenges, will be considered; i.e., medical expenses, death, layoffs, etc.	Five (5) years beginning January 1 following the Effective Date.	\$30,000 in value provided annually \$150,000 over value period
Outdoor recreation space. The YMCA will schedule access to the outdoor recreational facilities for Sumner community use as schedules permit.	Five (5) years following Construction Completion	\$50,000 annually \$250,000 over value period
		Total: \$700,000

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A
LEGAL DESCRIPTION

PARCELA:

Beginning 680 feet East and 497.75 feet South of the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 20 North, Range 5 East of the Willamette Meridian; Thence East 100 feet; Thence South 75 feet; Thence West 100 feet; Thence North 75 feet to the Point of Beginning;

EXCEPT Road;

Situate in the County of Pierce, State of Washington.

PARCEL B:

Beginning 662.75 feet South and 680 feet East of the Northwest corner of the South half of the Southeast quarter of Section 19, Township 20 North, Range 5 East of the W.M.; Thence East 640 feet; Thence North 165 feet; Thence West 640 feet; Thence South 165 feet to the Point of Beginning;

EXCEPT the West 100 feet of the North 75 feet thereof;

EXCEPT that portion if any lying within the Southeast quarter of the Southeast quarter of Section 19, Township 20 North, Range 4 East of the W.M.;

AND EXCEPT road;

Situate in the County of Pierce, State of Washington.

Subject to all easements of record.

AMENDED EXHIBIT C
REVISED SERVICES FROM YMCA TO CITY



TYPE OF SERVICE	DESCRIPTION	2022	2023	2024	Total	Operations Notes/Expense Breakdown
Monetary Down Payment	Payable in 45 days after the execution of the amendment.	\$250,000			\$250,000	Cash payment
Family Membership Voucher	Will provide 350 three month family membership vouchers between 2022 and 2024, including joining fees, for low income and refugee families. Distributed by the Family Center based upon their low income guidelines and relationships with families. Also distributed by Y membership team based on need.	\$68,250	\$68,250	\$68,250	\$204,750	Design Creation: \$40 [1.5 hours worked] Print: \$182.69 Voucher Value: \$585 [\$145/month*3 months +\$150 joining fee] Total 450 vouchers spread in three years.
Senior Membership Voucher	Will provide 200 Active Older Adult (55+ years old) membership vouchers between 2022 and 2024, including joining fees, for low income seniors. Distributed by the Family Center and Sumner Senior Center 50% of the Vouchers will be distributed to low income older adults following a sliding scale based on Federal Poverty Guidelin based upon their guidelines. May include extenuating circumstances, including extraordinary economic challenges, will be considered: i.e., medical expenses, death, layoffs, etc	\$19,267	\$19,267	\$19,267	\$57,800	Design Creation: \$40 [1.5 hours worked] Print: \$182.69 Voucher Value: \$289 [\$63/month*3 months +\$100 joining fee] Total 200 vouchers spread in three years.
Shower Program for Homeless Community Members	Monday-Friday, 6-8am homeless community members can come take a shower at the Y free of charge. The Y provides a towel and tolietries for each shower guest. Collaborative efforts with the City of Sumner to communicate and market this program in addition to direct engagment at the Y.	\$1,950	\$7,800	\$7,800	\$17,550	\$5 tolietries \$8 towel and laundring of towel 25 visits per month for remaining 2022 50 visits per month in 2023 and 2024
Buena Vida Program	Supporting spanish speaking families. 5 families per quarter. Porgram includes 3 month membership, culinary class, arts class, family fitness, and swim lessons.	\$8,300	\$33,200	\$33,200	\$74,700	Membership Value: \$585 [\$145/month*3 months +\$150 joining fee] Culinary Class Value: \$600 [food and instructor] Art Class Value: \$275 [supplies and instructor] Family Fitness Value: \$80 [instructor] Swim Lessons: \$120 [instructor] Total Cost: \$1660 per family x 5 families per quarter x 4 quarters = \$33,200
Bill Heath Sports Complex Management	YMCA will schedule, operate, and maintain the complex for use by the YMCA, Sumner-Bonney Lake School District and outside organizations renting use of the field. Staffing cost increases 5% each year.	\$ 30,216	\$ 31,727	\$ 33,313	\$95,256	Staffing (includes benefit cost and payroll tax) Center: program [see staffing expense tab], Senior Director [.5 hour per week] Exec [5 hours per quarter] Association support: Accounting [monthly accounting and quarterly check], IT [initial set up and ongoing support], Marketing [initial and ongoing web support], Safety and Risk [initial set up and issue management], Facilities [initial set up and ongoing support], HR [ongoing support] Signage [design, print]
Total Value		\$377,983	\$160,244	\$161,830	\$700,056	

Note) Total value must be \$700,000.

SUBJECT: Ordinance No. 2830 - Accessory Dwelling Units Code Update

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Staff Report
2. Ordinance No. 2830 - Accessory Dwelling Units
3. Overview slide presentation ADUs

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND:

Sumner's 2021 Housing Action Plan (HAP) identified strategies and implementation actions for addressing housing needs in the community. The City Council subsequently ranked the HAP strategies/actions into priorities and adopted "Priorities for Action." City staff is working on implementing the Council's housing priorities, including expanding where Accessory Dwelling Units (ADUs) can be built.

The proposed ADU code would allow attached and detached ADUs in Low Density Residential Zones LDR-6 through LDR-12, and attached ADUs in LDR-4. Standards will also be updated to:

- Reduce building setbacks for ADUs which expands ADU options on more lots;
- Increase the height limit to 1.5 story which expands options for converting structures like garages to ADUs;
- Reduce parking requirements which reduces costs and area needed for an ADU;
- Restrict window position and coverage to address privacy.

The Planning Commission reviewed the proposed ADU code at a study session on May 5, 2022 and held a public hearing on June 9, 2022. There was a high level of response to the online ADU survey posted on Sumner Connects, but no public testimony has been received.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: N/A

STAFF RECOMMENDATIONS/MOTION:

Discuss ordinance 2830 and provide staff with guidance to move forward.



STAFF REPORT

DATE: July 15, 2022
TO: Mayor Hayden and City Council
FROM: Ann Siegenthaler, Senior Planner
RE: **ACCESSORY DWELLING UNITS – Code Update**

I. BACKGROUND / WHY THE AMENDMENTS ARE BEING PROPOSED

The adopted Sumner Housing Action Plan (HAP) identified Accessory Dwelling Units (ADUs) as an important housing option for Sumner. ADUs can provide:

- A more affordable single family dwelling option.
- Increased ability for seniors to age in place in their home or neighborhood.
- Supplemental income, especially for moderate income households.
- An opportunity for multigenerational living.

In August 2021, the City Council ranked the HAP strategies/actions into priorities, and adopted their Priorities for Action, which includes expanding opportunities for Accessory Dwelling Units (ADUs). The City has received a grant from the State to start implementing the Council's housing priorities. The first strategy that is being further developed is expanding where ADUs can be built.

The Sumner code currently allows ADUs, but is relatively restrictive in terms of the standards for ADUs and where they are allowed. The purpose of this code update is to expand where attached and detached ADUs can be built; and update standards such as size and setbacks to make ADUs more feasible on more lots. The Planning Commission reviewed the proposed code at a study session in May 2022 and is holding a public hearing in June 2022.

II. DESCRIPTION OF PROPOSAL

The proposed code would allow attached and detached ADUs in Low Density Residential Zones LDR-6 through LDR-12, and attached ADUs in LDR-4. Standards will be updated to reduce building setbacks for ADUs, increase the height limit, reduce parking requirements, and restrict window position and coverage to address privacy. Key provisions in the proposed code are summarized below. The City's consultant, LDC Inc., prepared a memo summarizing the proposal in more detail, and a summary of the draft code sections which were reviewed by the Planning Commission in May 2022.

A. Zones allowed

The proposal will allow attached and detached ADUs in all residential zoning districts, except in the LDR-4 zone where only attached ADUs will be allowed, due to the very small lot sizes.

B. Owner occupancy

The existing requirement that the homeowner live in the primary dwelling or the ADU would be maintained. The ADU online survey indicated residents support keeping this provision; this can help maintain oversight of the property.

C. Size of ADU

Maximum size is proposed to be increased from 800 s.f. to 1,000 s.f. This size is consistent with what other cities allow and provides more options for ADUs. Limits on height, lot coverage and setbacks will likely keep square footage lower than this except on the largest of lots.

D. Parking spaces

Current code requires 2 parking spaces for ADUs that are 2 or more bedrooms. Proposal would standardize that as 1 parking space per ADU. ADUs are likely to have small households and are unlikely to need more than 1 space. Eliminating the parking requirement for ADUs within a half-mile of the Sounder station is a response to new State legislation that eliminates parking for ADUs within one-quarter mile. Proposed code would also allow the main house to have 1 of their 2 required stalls to be uncovered. This creates more options to turn a garage or carport into an ADU.

Providing parking can be a significant factor in determining whether even a small ADU is feasible on a property. Reducing required parking also supports conversion of a garage to an ADU, which otherwise would not be feasible if the garage was required for on-site parking.

E. Attached versus Detached

Current code does not allow detached units on lots that are smaller than 12,000 s.f., which prohibits detached ADUs on most lots in Sumner. Removing the restriction on detached units allows homeowners to decide how close their ADU should be to the house, and allows many more homeowners to have an ADU.

F. General appearance – design character

Existing code requires certain design characteristics that can be excessive and unnecessary. The new code would modify some of these provisions:

- Most ADUs will be in the back of the main house, and not visible from the street. The City doesn't regulate architectural style of the main house so should be cautious about setting a design requirement for ADUs. The goal is to not limit options. However, the code would require ADUs that are close to the front of the house to be consistent with the house architecture.
- Building height and setbacks will be the most important factors for ensuring an ADU is an appropriate fit to the lot.

G. Building height

Building height is proposed to change from 16 feet to 18 feet. Height is measured to the mid-point of the gabled roof or slanted "shed" roof. The change in height is minimal. However, this will allow many more ADUs to be 1 story with a loft, and allow many more options for converting a garage to an ADU. For example, the attic above a 1-story garage may not have enough clearance under the roof pitch to make a feasible ADU living space. Increasing the height to 18 feet could make conversions much more feasible. Note that this increased height would not be allowed if converting a garage that does not meet the minimum setbacks; such a structure would be limited to 1 story.

H. Setbacks

Proposed code generally keeps the existing ADU setbacks, with some modifications.

1. Current code allows a rear yard setback of 15 feet for detached ADUs. Proposed code allows that for both attached and detached ADUs. (Note the rear yard setback for the primary dwelling is 30 feet.)
2. Side yard setback for ADUs remains 5 feet.
3. After the Planning Commission discussion, staff further reviewed lot configurations where ADUs could be built. There could be instances where a side yard abuts a rear yard on another lot. In such case, the ADU setback should be 15 feet. The goal is to maintain a greater setback next to rear yards, to protect privacy in rear yards. Staff now recommends requiring a 15-foot setback (versus 5-foot) where an ADU on a side lot line abuts the rear lot line of another lot.

I. Windows

The current code restricts window placement to help address privacy concerns. Proposed code

maintains these standards but clarifies them. Windows above the first floor must face into the interior. Windows on the first floor are limited in area if the ADU is closer than 10 feet to a side yard or closer than 30 feet (main house setback) to the rear property line.

J. Subdividing an ADU into separate lot

See the discussion below under **Section P**.

K. Conversions

The new code clarifies that accessory structures like garages may be converted to ADUs and adds standards for those.

1. Converted structures must comply with all of the current ADU standards.
2. However, accessory structures like garages are currently allowed to be built closer to property lines than ADUs. Current code allows 3-foot setbacks for garages, if they are located in the rear 33 percent of the lot or in back of the front 75 feet of the lot. Many garages could never be converted to ADUs if they had to meet the current ADU setbacks.
3. To expand opportunities for more conversions, the setbacks for conversions are proposed to be relaxed for structures 20 years or older. Under the new code, a garage ADU may be built with a 3-foot rear yard and 3-foot side yard setback, but it may not be taller than 1 story. It must be set back 10 feet if next to an adjacent rear yard.

L. ADUs in the Residential Protection District SMC 18.10

There is an allowance for ADUs in the Residential Protection (RP) District that was inadvertently overlooked in the first draft of the code that the Planning Commission reviewed at the study session.

The ADU provisions in the RP zone are almost the same as in the Low Density Residential (LDR) zones. Main exceptions: RP has slightly different restrictions on size of lots for a detached ADU and setbacks are greater. Staff proposes making the ADU standards in the RP zone the same as in other residential zones, with the same flexibility.

M. Subdividing ADU lots

The existing code allows ADUs to be subdivided from the main house. Since the Planning Commission study session, staff has reviewed more closely these subdivision allowances and recommends that the Planning Commission accept the additional revisions below.

1. Proposed code would clarify that a new ADU parcel can only be created if it meets all of the standards for a regular single-family lot (setbacks, lot size, etc.). Another revision proposed by staff requires that the full single family dwelling permit fees be paid at the time of the ADU subdivision, since an ADU would have only been charged half of what a single-family home construction is charged.
2. Current code allows ADUs constructed before 2008 to be subdivided from the main parcel without having to meet side yard or rear yard setbacks. Proposed code would eliminate this special exception for older ADUs. The code also allows an ADU constructed prior to 2008 to be subdivided into a "pipestem" shaped lot without having any side yard or rear yard setbacks.

Staff does not recommend allowing ADUs to be turned into nonconforming single-family lots. These two provisions are recommended to be deleted from the ordinance for several reasons.

- The goal is to expand opportunities for an ADU on a lot, not to create new lots with nonconforming dwellings.
- The 2008 subdivision allowances were added at the request of 1 or 2 property owners, and it creates special property treatment for only a few lots. To staff's knowledge, there are only 3 lots where the special subdivision was requested.
- With greatly expanded ADU allowances, there's no need to allow subdivisions that create nonconforming lots and dwellings that don't meet current setbacks.

N. Design Review:

Another minor revision that was not included in the first code draft is an existing code section (SMC 18.40.020) that requires Design Review for ADUs. This is an additional staff review process. Extra review adds to permit processing time, and there are actually no adopted guidelines for ADUs in the Sumner Design Guidelines. Staff proposes to delete this Design Review requirement.

O. Requirement for land use permit:

The Zoning Code establishes land use review fees (in addition to building permit fees) for a variety of proposals. For small projects (e.g. ADU) there is a general "land use review" fees of \$30 to \$150. This was not addressed in the first draft of the code. Staff now recommends that this fee be removed because it is not necessary to have a special staff review of an ADU in addition to the building permit review.

III. ANALYSIS

The proposed Zoning Code amendments are consistent with the intent and policies of the Comprehensive Plan, specifically the policies discussed below.

Land Use Element

The proposed code update will allow another development option for infill development. It also includes development standards to minimize impacts of increased density and to apply design review to senior housing, consistent with the following policies:

- 1.1 "Ensure that appropriate transitions so that more intensive uses do not adversely impact adjacent uses.
 - 1.1.1 Maintain the design guidelines and ordinances to achieve compatible and attractive new residential, commercial, and industrial uses.
 - 1.1.2 Maintain zoning and subdivision regulations to ensure adequate setbacks, landscaping, and buffering are required where land use conflicts and impacts may occur."
- 1.2 "Encourage infill development on vacant properties with existing public services and public utilities, and new development in areas with existing or planned public facilities."

Land Use Element - Land Use Designations

The Comprehensive Plan recognizes ADUs as a traditional accessory use in residential zones, noting that "Primary uses include detached single-family residential dwellings, private garages, and other accessory buildings. Secondary allowed uses include accessory units ("mother-in-law units")..."

Community Character Element

The proposed code update will expand housing types allowed in zoning districts, while applying development standards to minimize impacts to community character, consistent with these policies:

- 1.1 "Encourage development which enhances the human, pedestrian scale, creating a sense of community and place."
- 1.7 "Preserve the single-family residential scale and historic character of existing residential streetscapes through various means such as floor area ratio and setback requirements."
- 2.6 "In recognition of the need for a variety of housing, allow through the Comprehensive Plan and Zoning Code a mix of residential uses as appropriate to the neighborhood character."

Housing Element

The proposed code update will increase the variety of housing available at all life stages and will help meet Sumner's housing targets, consistent with the following policies:

1.4 "In order to balance the protection of viable neighborhoods and the need to provide for a range of housing to all life stages and economic segments, allow for accessory units in single-family neighborhoods."

1.4.2 "Allow for accessory dwelling units in low density residential districts."

1.4.3 "Review development regulations for obstacles to permitting accessory dwelling units."

Goal 2: "Provide a range of housing types for all life stages and economic segments of the Sumner community."

2.2.3 "Allow for accessory units in low density residential districts."

2.3 "Encourage a variety of housing available to all economic segments of the community."

2.3.1 "Review the Zoning Code, Subdivision Code, Building Codes, and other development-control ordinances to identify and remove excessive, duplicative, or unnecessary regulations..."

Goal 3 encourages "energy efficiency in housing developments" and recognizes that infill increases efficiency.

3.2 "Promote higher density and infill developments that are located near major transportation links such as the Sumner Commuter Rail Station."

Conclusion:

Sumner's Comprehensive Plan provides a general policy basis for promoting Accessory Dwelling Units (ADUs) as a means to provide housing options and increased housing densities at appropriate scale to the neighborhood. Proposed code amendments will further adopted policies by expanding opportunities for ADUs. The ordinance also contains development standards to minimize impacts to surrounding homes, and will help ensure that ADUs fit into the character of adjacent single family residential uses.

IV. SEPA ENVIRONMENTAL REVIEW

A SEPA environmental checklist and analysis of the proposed amendment has been completed. A Determination of Non-Significance was issued on May 9, 2022.

V. PUBLIC & AGENCY COMMENTS

No agency comments or public comments were received.

VI. STAFF RECOMMENDATION

Review the proposed ADU code changes, provide comments and direction to staff.

VII. PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7-0 to recommend approval of the ordinance to City Council.

VIII. EXHIBITS

- A. Ordinance No. 2830 – Draft ADU code
- B. Overview slide presentation from consultant LDC, Inc.

ORDINANCE NO. 2830
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, UPDATING ZONING REGULATIONS FOR ACCESSORY DWELLING UNITS IN CHAPTER 18.10 RESIDENTIAL PROTECTION DISTRICT; CHAPTER 18.12 LOW DENSITY RESIDENTIAL DISTRICT; AMENDING SECTIONS 18.12.030 RELATED TO CRITERIA FOR ACCESSORY DWELLING UNITS, 18.12.060 RELATED TO PARKING, 18.12.080 PERFORMANCE STANDARDS; 18.40.020 RELATED TO DESIGN REVIEW; AND 18.56.060 RELATED TO FEES.

WHEREAS, the City Council finds that accessory dwelling units can provide options for affordable housing, multigenerational living, senior housing and other needed housing in Sumner; and

WHEREAS, the City Council has expressed a desire to expand opportunities for creating accessory dwelling units; and

WHEREAS, the City Council finds that it is in the public interest to establish standards for accessory dwelling units in order to minimize impacts to surrounding low density residential uses, and to maintain the character of existing neighborhoods; and

WHEREAS, on May 5, 2022 the Planning Commission held study session on the proposed amendments, and a duly-advertised public hearing on June 9, 2022; and

WHEREAS, on June 9, 2022 the Planning Commission voted by a 7-0 vote to recommend adoption by the City Council of the proposed regulations updates as set forth in this ordinance; and

WHEREAS, this proposal was forwarded to the Washington State Department of Commerce for the Expedited 15-day State review per the Growth Management Act on May 17, 2022; 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 18.10 Residential Protection District, Section 18.10.030 is hereby amended to read as follows:

18.10.030 Accessory uses.

Permitted accessory uses in the RP district are as follows:

A. Accessory dwelling units subject to the ~~following criteria:~~ criteria at SMC 18.12.030(A).

- ~~1. One accessory dwelling unit shall be allowed per legal building lot as a subordinate use in conjunction with any single-family structure;~~
- ~~2. Either the primary residence or the accessory dwelling unit must be occupied by the owners of the property. In addition, accessory dwelling units shall not be subdivided or otherwise segregated in ownership from the main building. The owners shall sign an affidavit affirming that the owners will occupy the main building or the accessory dwelling unit as their principal residence for at least six months of every year. The owners shall sign a covenant agreeing to the conditions of this section which shall be recorded with the Pierce County auditor. The form of the affidavit and covenant shall be specified by the development services department;~~
- ~~3. The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of family in this title;~~
- ~~4. The accessory dwelling unit shall not contain less than 300 square feet and not more than 800 square feet, excluding any related garage area; provided, that if the accessory unit is completely located on a single floor, the director may allow increased size in order to efficiently use all floor area, so long as all other standards set forth in this section are met;~~
- ~~5. The square footage of the accessory dwelling unit, excluding any garage area, shall not exceed 40 percent of the total square footage of the primary residence and accessory dwelling unit combined after rehabilitation, excluding any garage area. This percentage shall apply to both attached and detached accessory dwelling units. Where the director allows increased size per subsection 4, the square footage shall not exceed 50 percent of the total square footage of the primary residence and accessory dwelling unit combined after rehabilitation, excluding any garage area;~~
- ~~6. There shall be one off-street parking space in a carport, garage, or designated space provided for the accessory dwelling unit in addition to that which exists on the site for the primary residence;~~
- ~~7. Accessory dwelling units shall be located only in the same building as the principal residence unless the lot is at least 8,500 square feet in area or unless the accessory dwelling unit will replace a detached, pre-existing structure of at least 400 square feet. Where lots contain at least 8,500 square feet in area or there is a detached, pre-existing structure of at least 400 square feet, the accessory dwelling unit may be part of the principal residence or located in a detached structure;~~
- ~~8. An accessory dwelling unit shall be designed to maintain the appearance of the main building of the single-family residence. If the accessory unit extends beyond~~

~~the current footprint of the principal residence, such an addition shall be consistent with the existing roof pitch, siding and windows. If an accessory unit is detached from the main building it must also be consistent with the existing roof pitch, siding and windows of the principal residence. In addition, only one entrance for the main building will be permitted in the front of the principal residence. A separate entrance for the accessory dwelling unit shall be located either off the rear or the side of the building;~~

- ~~9. The accessory dwelling unit shall meet all technical code standards including building, electrical, fire, plumbing and other applicable code requirements.~~

Section 2. That Sumner Municipal Code Chapter 18.12 Low Density Residential Districts, Section 18.12.030 is hereby amended to read as follows:

18.12.030 Accessory uses.

Accessory uses permitted in the LDR district are uses and structures customarily appurtenant to the principally permitted uses, such as:

A. Accessory dwelling units subject to the following criteria:

1. One accessory dwelling unit shall be allowed per legal building lot as a subordinate use in conjunction with ~~any single family structure~~ the one single family detached dwelling allowed under SMC 18.12.020(D) which, for the purposes of this section, is the primary dwelling unit;
2. Either the primary dwelling unit ~~residence~~ or the accessory dwelling unit must be occupied by the owners of the property. In addition, accessory dwelling units shall not be subdivided or otherwise segregated in ownership from the primary dwelling unit ~~main building~~, except in accordance with subsections (A)(14), (15), (16) and (17) of this section. The owners shall sign an affidavit affirming that the owners will occupy the main building or the accessory dwelling unit as their ~~principal~~ primary residence for at least six months of every year. The owners shall sign a covenant agreeing to the conditions of this section which shall be recorded with the Pierce County auditor. The form of the affidavit and covenant shall be specified by the development services department.
3. The accessory dwelling unit and primary dwelling unit together may account for a total of two families established by the definition of family in this title. The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of family in this title;
4. The accessory dwelling unit shall ~~not~~ contain a maximum floor area of ~~less than 300 square feet and not more than 800~~ 1,000 square feet, excluding any related garage area used for vehicle parking; provided, that if ~~the an attached~~ accessory unit is completely located on a single floor story, with no basement, the director may allow

increased floor area up to the minimum area necessary in order to efficiently use all floor area, so long as all other standards set forth in this section are met;

5. *Repealed by Ord. 2300;*
6. There shall be one off-street parking space provided for accessory dwelling units, except that no off-street parking shall be required for accessory dwelling units that are located within a half-mile of the Sumner transit station if the applicant demonstrates that on-street parking is available. ~~with one bedroom and two off-street parking spaces provided for accessory dwelling units with two or more bedrooms.~~ Off-street parking spaces for ADUs shall be in addition to that which exists on the site for the primary dwelling unit residence and located in a ~~earport, garage, or~~ designated space located outside of any required landscape;
7. Accessory dwelling units may be located as an attached unit in the same building as the primary dwelling unit or in a detached accessory building, Except that in the LDR ~~12,000~~ 4,000 zone, accessory dwelling units shall be located only in the same building as the primary dwelling unit~~principal residence~~;
8. General appearance and layout regulations for accessory dwelling units are as follows:
 - a. ~~An accessory dwelling unit shall be designed to maintain the appearance of the main building of the single family residence. If the accessory dwelling unit extends beyond the current footprint of the principal residence, such an addition~~ Detached accessory dwelling units for which any portion of the structure is located closer to the front of the lot than the rear of the primary dwelling unit shall be consistent with the existing roof pitch exterior architectural style of the primary dwelling unit, including style of siding and windows. If an accessory unit is detached from the main building it must also be consistent with the existing roof pitch, siding and windows of the principal residence. In addition, only one entrance for the main building will be permitted in the front of the principal residence. A separate entrance to the main building for the accessory dwelling unit shall be located either off the rear or the side of the building;
 - b. The entrance for an attached accessory dwelling unit shall be located either on the rear or the side of the primary dwelling unit;
9. **Height.** Detached accessory dwelling units shall have a maximum building height of ~~16~~ 18 feet ~~for gabled, hipped and gambrel roofs and 12 feet for flat and mansard roofs, except that the height may be increased to 18 feet when it is necessary to match the existing roof pitch of the principal structure.~~ In no case shall the second story contain exterior walls exceeding five feet in height on more than 50 percent of the perimeter of the second story. Attached accessory dwelling units may match the height of the primary dwelling unit, except that attached units located closer than 30 feet to the rear property line shall have a maximum building height of 18 feet;

10. Setbacks, detached units. Minimum yard setbacks for detached accessory dwelling units are as follows:

- a. Front yard setback ~~in feet~~: equal to or greater than existing front setback of the primary dwelling unit ~~principal structure or the required setback, whichever is greater~~;
 - b. Rear yard setback ~~in feet~~: minimum of 15 feet, except when the rear property line is abutting an alley, ~~then five feet or in which case the setback shall be~~ that required for garage ingress and egress per SMC 18.12.080(E);
 - c. Interior side yard ~~in feet~~: minimum of five feet, except as follows:
 - i. if the interior side property line is abutting an alley with vehicular access to a garage, then the setback is per SMC 18.12.080(E); and
 - ii. if the interior side property line is the rear property line of an adjacent lot, the side yard shall be a minimum of 15 feet.
 - d. Street side yard ~~in feet~~: same as required for the primary dwelling unit ~~principal structure~~;
- 11. Setbacks, attached units.** Minimum yard setbacks for attached accessory dwelling units shall be the same as the setback requirements for the primary dwelling unit ~~principal structure~~; except that the rear yard setback is a minimum of 15 feet if the attached accessory dwelling unit is 18 feet or less in height.

12. Windows.

- a. Windows in living, dining, and great room areas located ~~on the second story within 10 feet of a side property line above the first floor~~ shall face interior to the site. ~~Window area above the first floor shall not exceed 30 square feet in total cumulative window area for all windows on any one side facing the rear or side yards, unless bordering an alley where there is no limit on window area. There is no limit on window area located on the first story;~~
 - b. If the ADU is closer than 10 feet to a side setback or closer to the rear setback than the rear setback for the primary residence (except at an alley), window area on the ground floor is limited to 30 percent of the area of the façade.
13. The accessory dwelling unit shall meet all technical code standards including building, electrical, fire, plumbing and other applicable code requirements;
14. The accessory dwelling unit may be subdivided from the original parcel; provided, that the minimum lot size, all yard requirements as well as other applicable dimensional standards for a single family dwelling, such as lot coverage and building height, of this title are met; and provided that the subdivision is assessed the difference between the ADU fees already paid and the full permit fees for a single family home in effect at the time of subdivision;

- ~~15. Accessory dwelling units constructed prior to January 1, 2008, may be subdivided from the original parcel; provided, that the minimum lot size, lot coverage, building height, and all other applicable dimensions in SMC 18.12.070 are met, except that interior side and rear yard setbacks do not have to be met;~~
- ~~16. If a pipestem lot is created in the LDR-6 zone for an accessory dwelling unit that existed prior to January 1, 2008, then the minimum lot size may be 6,000 square feet; provided, that the maximum lot coverage is 30 percent and all other applicable dimensional standards, including building height, in SMC 18.12.070 are met, except that the interior side and rear yard setbacks do not have to be met.~~
- ~~17~~15. Accessory dwelling units that are subdivided from the original parcel shall meet the off-street parking standards for a single family dwelling in SMC 18.12.060 for the applicable zone;
- 16. Conversion of existing accessory structure to ADU.** Existing accessory structures may be converted into an accessory dwelling unit, subject to the following provisions:
- a. An accessory structure can be converted to an accessory dwelling unit so long as the building height, setbacks, and other standards and provisions of SMC 18.12.030(A) are met, unless otherwise provided in this section.
 - b. Setbacks. No conversion of an accessory structure to an accessory dwelling unit shall encroach further into the setbacks established in SMC 18.12.030(A) for accessory dwelling units; except for preexisting structures as provided in subsection (c).
 - c. Where the structure to be converted was constructed prior to 2012, the converted unit may have a minimum rear yard of 3 feet, and a minimum interior side yard of 3 feet, if located in the rear 33 percent of the lot, or in back of the front 75 feet of the lot; except as follows:
 - i. an accessory structure with vehicular access from an alley shall have a rear setback and interior side setback established by SMC 18.12.080(E); unless the interior side property line is the rear property line of an adjacent lot, in which case the setback shall be a minimum of 10 feet at the abutting rear yard.
 - ii. the converted unit shall be no taller than 1 story and 16 feet; and
 - d. The structure to be converted shall be of sound condition and meet current fire, building and safety regulations, as determined by the building official.
 - e. Parking. If off-street parking spaces for the primary dwelling unit are removed as part of converting an existing accessory structure to an accessory dwelling unit, the applicant shall demonstrate on a site plan how the provisions in subsection A(6) of this section and the parking requirements in SMC 18.12.070(J) are being met.

f. Conversion of a nonconforming structure to an accessory dwelling unit shall not result in an increase in the nonconformity.

[...]

Section 3. That Sumner Municipal Code Section 18.12.060 is hereby amended to read as follows:

18.12.060 Special conditions-location of parking, single-family dwellings

- A. In the LDR-7.2, LDR-8.5 and LDR-12 districts ~~at least one~~ required parking space for single-family dwellings is to be covered and such spaces shall be located within a garage or under a carport. Each required space is to be located so as to be independent of any other required space and access drives. Further, all required spaces shall be located within the building site area and not within the required setback areas. Required spaces and access drives shall be improved with dustless, hard surfaces.
- B. In the LDR-4 and LDR-6 district all single-family dwellings shall have two on-site automobile parking spaces with at least one space located within a garage or under a carport. Each required space is to be located so as to be independent of any other required space. Required spaces and access drives shall be improved with a dustless, hard surface. Tandem parking may be allowed.

Section 4. That Sumner Municipal Code Section 18.12.080 is hereby amended to read as follows:

18.12.080 Performance standards

The following special performance standards shall apply to properties located in the LDR district:

- A. Exterior Mechanical Devices. [...]
- B. Required Landscaping. [...]
- C. Outdoor Storage and Parking of Vehicles. [...]
- D. Detached Accessory Structures. Detached accessory structures, except for detached accessory dwelling units, are permitted not closer than three feet to rear or interior side property lines if located in the rear 33 percent of the lot, or in back of the front 75 feet of the lot; ~~provided, that~~ The maximum building height for a detached accessory structure, ~~except for an accessory dwelling unit~~, shall be 16 feet for gabled, hipped and gambrel roofs and 12 feet for flat and mansard roofs.
- E. Setbacks from Alleys. Garage structures which are directly attached to a principal structure or attached with no greater than an enclosed breezeway, and have vehicular access from an adjacent alley, may ~~encroach into the rear yard~~ reduce the rear yard setback such that the total of the alley width and setback from the alley is equal to a

~~setback of~~ no less than 24 feet. In such case, only a garage attached to the principal structure by no greater than a breezeway may exceed a height of one story.

[...]

Section 5. That Sumner Municipal Code Section 18.40.020 is hereby amended to read as follows:

18.40.020 Types of review.

- A. All development which falls under the thresholds provided in this section shall be subject to design review as provided for in chapter 18.56 SMC, Procedures for Land Use Permits.
- B. The following types of projects shall require design review according to the procedures for Type III.b decisions, chapter 18.56 SMC, Procedures for Land Use Permits:
 - 1. Sign permits for permanent signs which are regulated by the design guidelines.
 - ~~2. Accessory units in residential zones.~~
 - 32. Building permits for exterior renovations on commercial, multifamily, light and heavy manufacturing, or mixed-use structures, including, but not limited to, new awnings, alterations to exterior treatments, changes to windows and doors, and similar activities which do not increase the square footage more than a minimal amount.

[...]

Section 6. That Sumner Municipal Code Section 18.56.060 is hereby amended to read as follows:

18.56.060 Fees.

- A. Unless otherwise noted, all applicable fees for land use permits and components shall be paid at the time of application. Sign permit fees shall be paid at the time of permit issuance.
- B. The following fees shall be paid by any applicant for a land use permit based on the requested land use decisions:

[...]

Permits less than \$200,000:	\$30
Permits \$200,000 – \$1,000,000:	\$150
Permits over \$1,000,000:	\$250

[...]

- I. For purposes of this chapter, a land use review fee shall be charged whenever a land use permit results in any of the following:
 - 1. Establishment of a new principal use which was not the subject of a conditional use approval;

2. Change of a principal use;
3. A nonincidental expansion of a commercial or industrial building;
4. An increase to a multifamily structure which increases the number of units; or
- ~~5. Establishment of an accessory dwelling unit.~~

[...]

Section 7. 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 8. 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 9. 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:

SUMNER CITY COUNCIL

ACCESSORY DWELLING UNIT CODE

Study Session – July 25, 2022



CITY OF
SUMNER
WASHINGTON

CONTEXT AND PROCESS – ACCESSORY DWELLING UNIT CODE

Matt Covert, LDC

Housing Action Plan recap



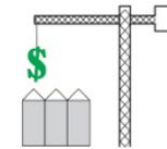
CITY OF
SUMNER
WASHINGTON

- Grant from Department of Commerce
- Joint Housing Action Plan developed with City of Bonney Lake
- Housing Needs Assessment
- Strategies and actions to address housing needs for each city

PRESERVE RENTAL HOUSING



INCENTIVES FOR NEW RENTAL HOUSING



BRING DOWN THE COST OF DEVELOPMENT



PROVIDE WIDER VARIETY OF HOUSING TYPES



PREVENT AND MITIGATE DISPLACEMENT



IMPROVE THE PERMIT PROCESS



Action on Accessory Dwelling Units



CITY OF
SUMNER
WASHINGTON

- One of the recommended actions in the adopted Housing Action Plan was to look at specific ways code and incentives could be modified to expand where ADUs can be built

HOUSING ACTION PLAN – SUMNER

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Providing Wider Variety of Housing Types



EXPAND WHERE AN ADU CAN BE BUILT

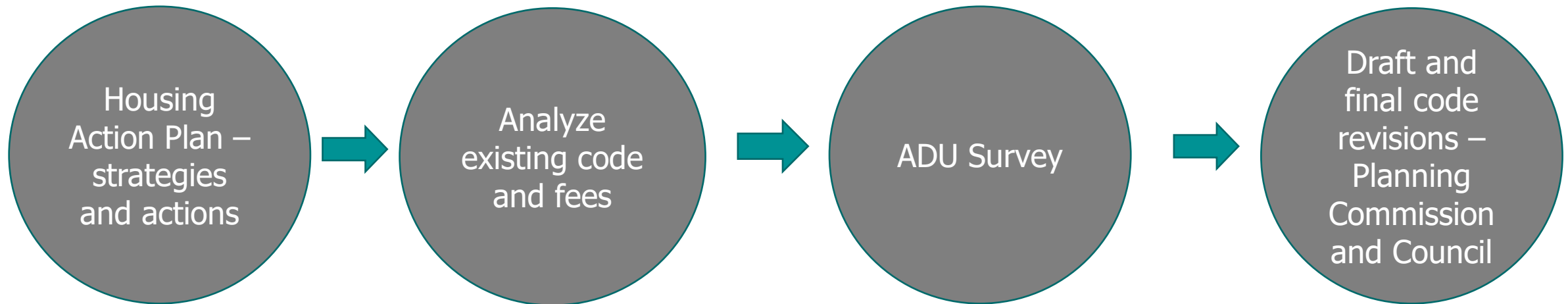
SMC 18.12 outlines regulations for low-density residential districts. Accessory dwelling units are currently regulated by [SMC 18.12.030\(A\)](#), which contains the decision criteria for locating an ADU on a property in the LDR zones. Several revisions to this section could expand where ADUs can be built. For example, the City could consider the following:

- Eliminate the requirement that the total number of occupants across both the primary and accessory dwelling not exceed the maximum number established by the definition of family ([SMC 18.04.0375](#)) defines family as a group of not more than five persons who are not related, but who are living and sharing kitchen facilities together as a single housekeeping unit). Under this reading, a primary dwelling home to a five-person family and a detached ADU home to two people unrelated to the primary dwelling residents might not be allowed. Further, this is a very difficult standard to administer.
- Alter the requirement in 18.12.030(A)(4) so that total area is capped at either 800 square feet or a percentage of the total dwelling unit area, whichever is larger. (Minimum size can be a percentage to keep this from being a barrier for smaller primary dwellings.)
- Alter setback requirements. SMC currently requires some large rear setbacks in its residential zones. Currently, rear yard setbacks in the LDR-12 through LDR-6 zones are 30 feet, and 25 feet for LDR-4. ADU minimum rear setbacks are 15 feet, but rear setbacks could be reduced to 20 feet for primary structures (especially in the 4- and 6,000 square foot lot zones) and could be reduced to 5-10 feet for ADUs associated with garages.
- Increase minimum lot coverage. Currently, the LDR-4 zone has a 40 percent maximum lot coverage. This could be a barrier to ADU construction on these smaller lots.
- Change the parking requirement so that only one dedicated off-street parking space is required for an ADU (also, see other policies related to parking reform). You could also eliminate the need for an off-street parking space in some circumstances. Requiring a new off-street parking space to be provided (beyond the existing driveway), could be a barrier to development.
- Remove restriction that ADUs cannot be detached from primary residences in any zone except LDR 12,000.
- Change the height requirement to allow a full second story with pitched roof above a detached garage to serve as an ADU (current code allows a maximum of 16 feet). Also consider allowing taller structures to offset impervious surface maximums

For more detailed information about ADUs, please see the [Real Estate Prototypes in Appendix 2](#).

Advantages	Disadvantages
• Provide greater flexibility for location and design of ADUs • Make more lots able to support ADU	• Public sensitivity to perceived burden on on-street parking • Potential to trigger broader changes to residential design requirements could make the changes take longer

Approach to Code Revisions



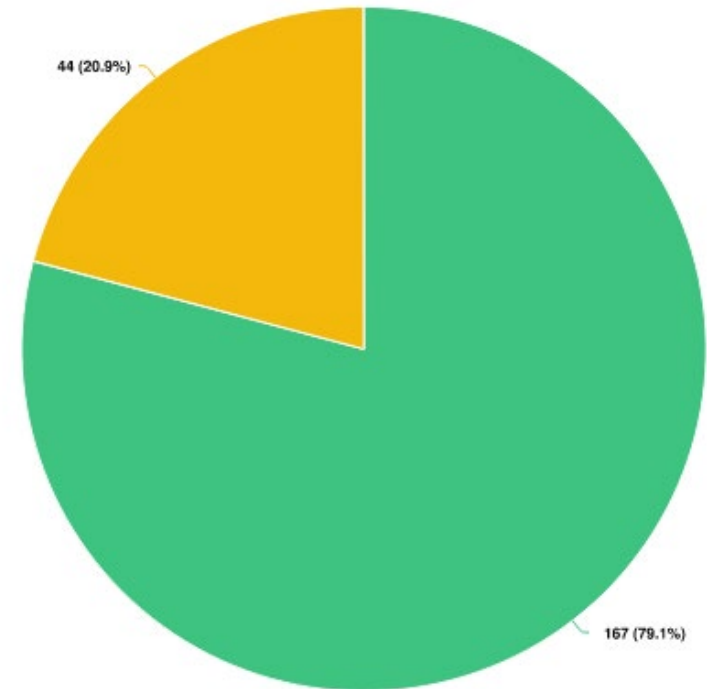
Sumner ADU Survey



CITY OF
SUMNER
WASHINGTON

- More than 200 responses
- Majority support for expanding where ADUs can be built
- Privacy, views, and parking were the main issues respondents were concerned about when considering ADU code options

Q4 | Do you think detached accessory dwelling units should be allowed in more areas of the city if they are appropriately designed?



Question options

● Yes ● No

Optional question / 211 responses / 2 skipped

Code and fee review

- Fees for ADUs are already more affordable – reducing them unlikely to get “bang for the buck” in encouraging more ADUs
- Code analysis and best practices research identified eight (8) different areas where code could be improved to encourage ADUs in more places while addressing concerns about views, privacy, parking, and more

Examples of Accessory Dwelling Units (ADUs)

ADUs in blue; main residence in white

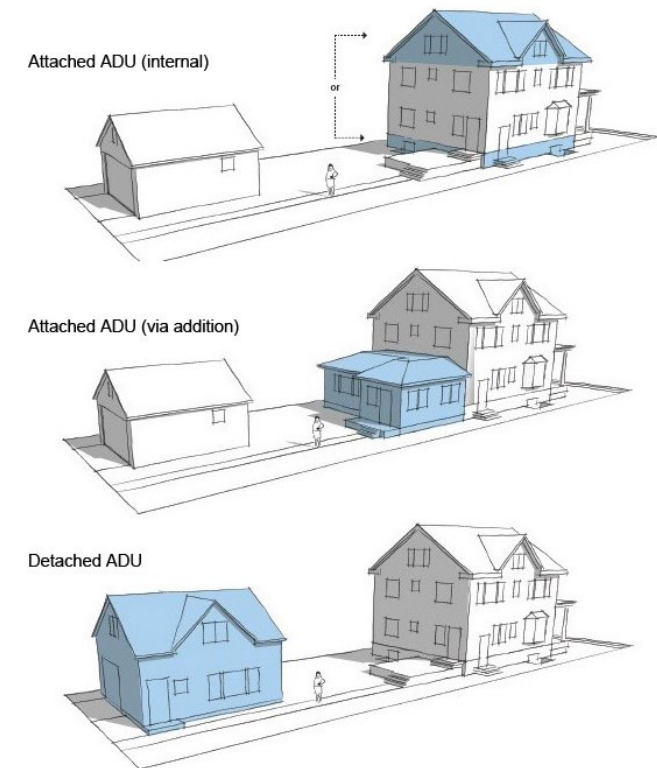


Image credit: City of Saint Paul, MN

RECOMMENDATIONS - FOCUS AREAS AND EXAMPLES

1. Total number of occupants/households



- Existing code prohibits the total number of occupants for an ADU and primary home from exceeding the definition of family. This is both restrictive and hard to enforce.
- Recommended allowing one family in a primary residence and one family in an ADU (building code will dictate ADU capacity)

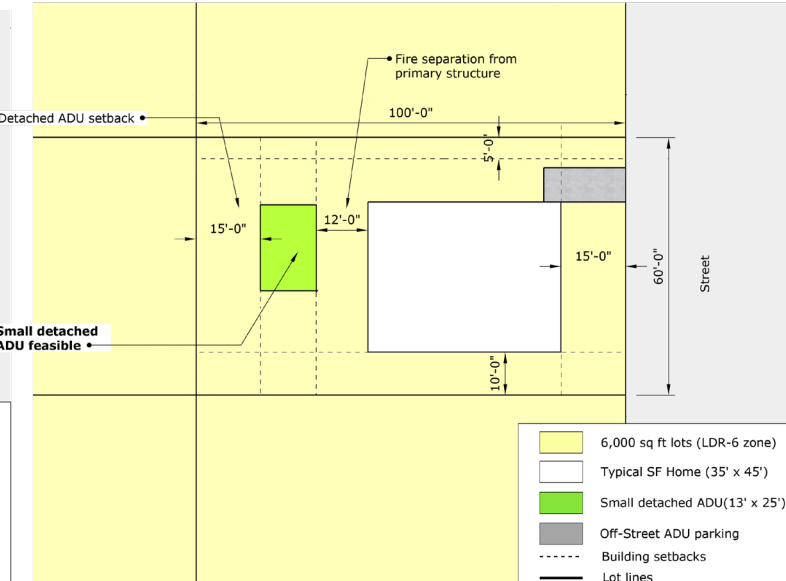
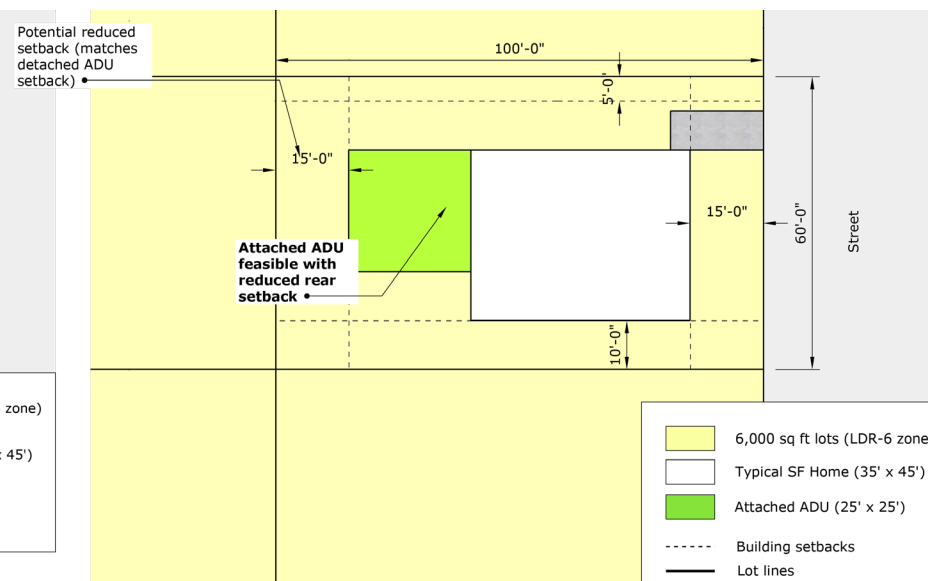
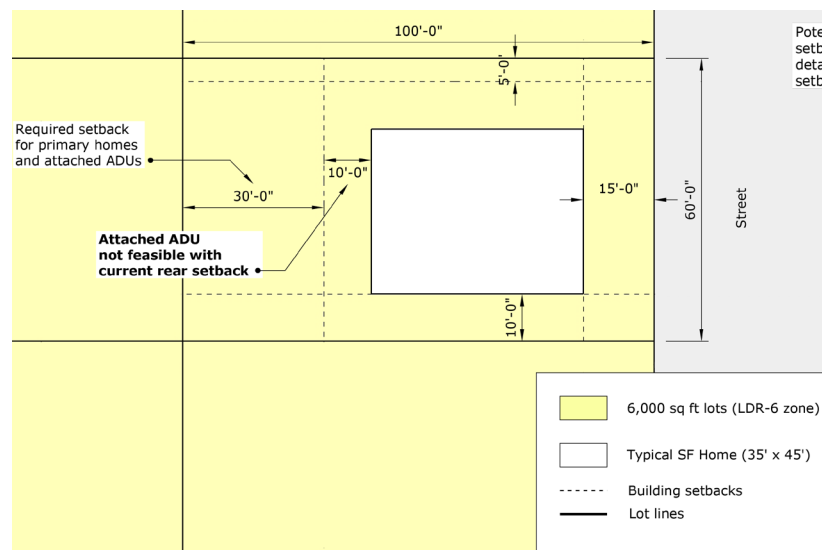
2. Allow detached ADUs in more places



- Currently, detached ADUs only permitted in the LDR-12 zone
- Recommendation to allow detached ADUs down to LDR-6
- LDR-4 is left out because of the difficulty in accommodating detached ADUs with building separation requirements on very small lots

3. Reduce rear setbacks for ADUs to 15 feet

- Detached ADUs already have a 15 foot rear setback
- Making rear setback consistent makes code easier to administer
- Height and window restrictions help address privacy concerns



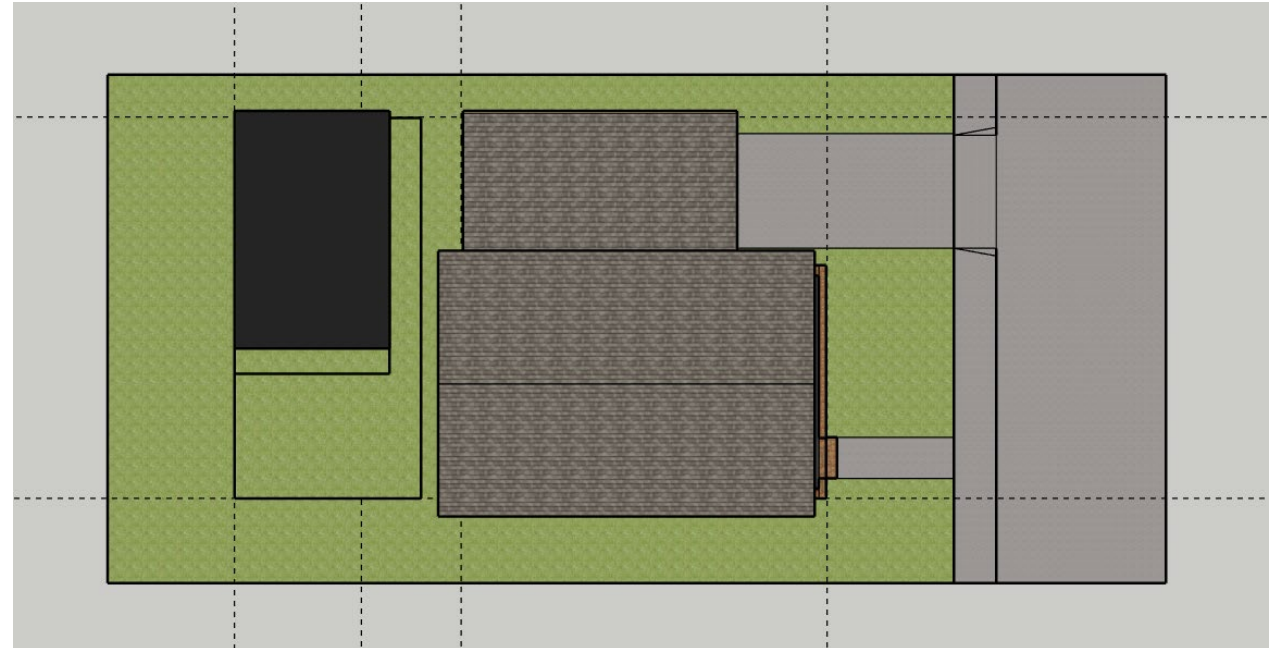
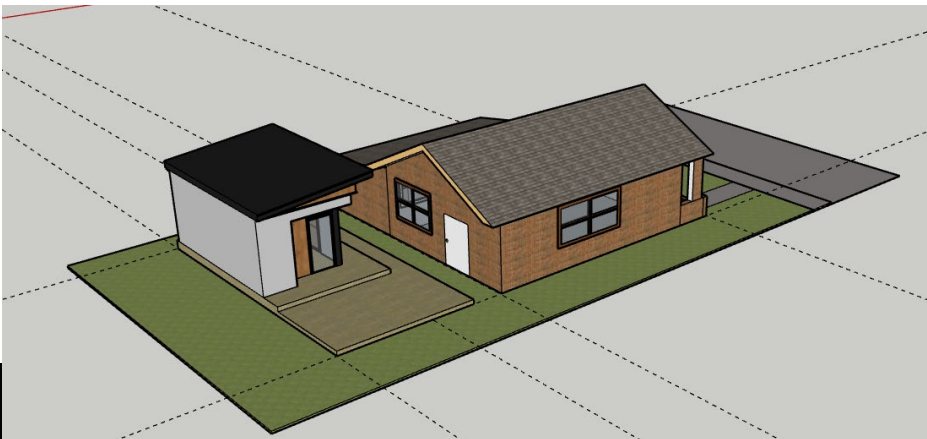
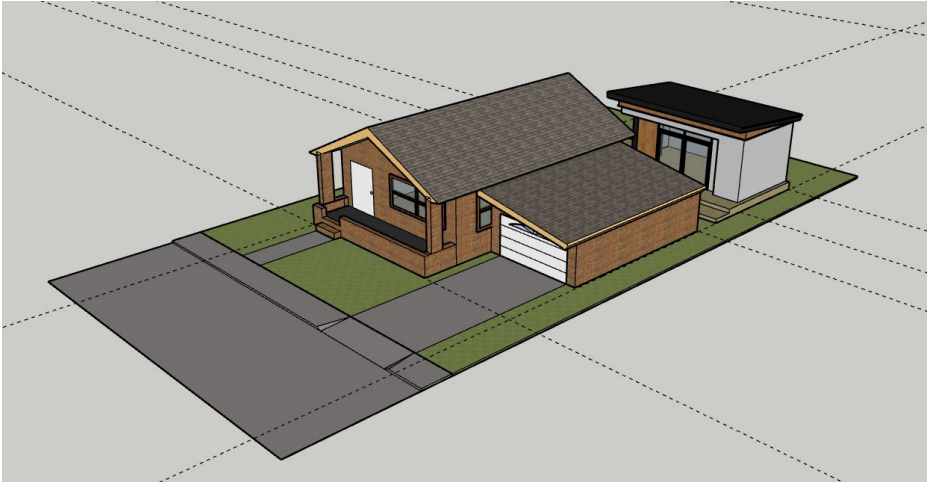
4. Improve privacy with structural solutions



- Survey reinforced peoples' concerns over privacy when it comes to backyard ADUs
- Limit heights to 18 feet at roof midpoint unless an ADU is being created within an existing single-family home without an addition (allows 1.5-story structures but limits full 2-story structures)
- Revise windows code to only allow windows above the first floor to face the front or interior of the lot

4. Improve privacy with structural solutions cont.

- Below – example detached ADU on 6,000 square foot lot with no windows along side or rear setbacks



5. Change size requirements for ADUs



- Under current code, ADUs can't be smaller than 300 square feet or larger than 800 square feet with exception for single story ADUs not in a basement
- Proposed changes would remove minimum size as long as building codes are met
- Also propose to increase maximum size to 1,000 square feet, which is in line with many other communities
- Propose to retain size adjustment for single-story ADUs if needed to match existing footprint

6. Make it easier to construct an ADU above an existing garage

- Under current code, height limit for detached ADUs can limit ability to build an ADU above a garage (16 feet for angled roofs and 12 feet for flat or mansard roofs)
- City and residents want to avoid full two-story ADUs above garages for privacy and light concerns
- Proposed 18-foot height limit regardless of roof type would allow 1 ½ story garages with an ADU on top but would generally limit full 2-story garage structures, which are 22-23 feet in height



7. Allow for existing accessory buildings to be retrofitted as ADUs

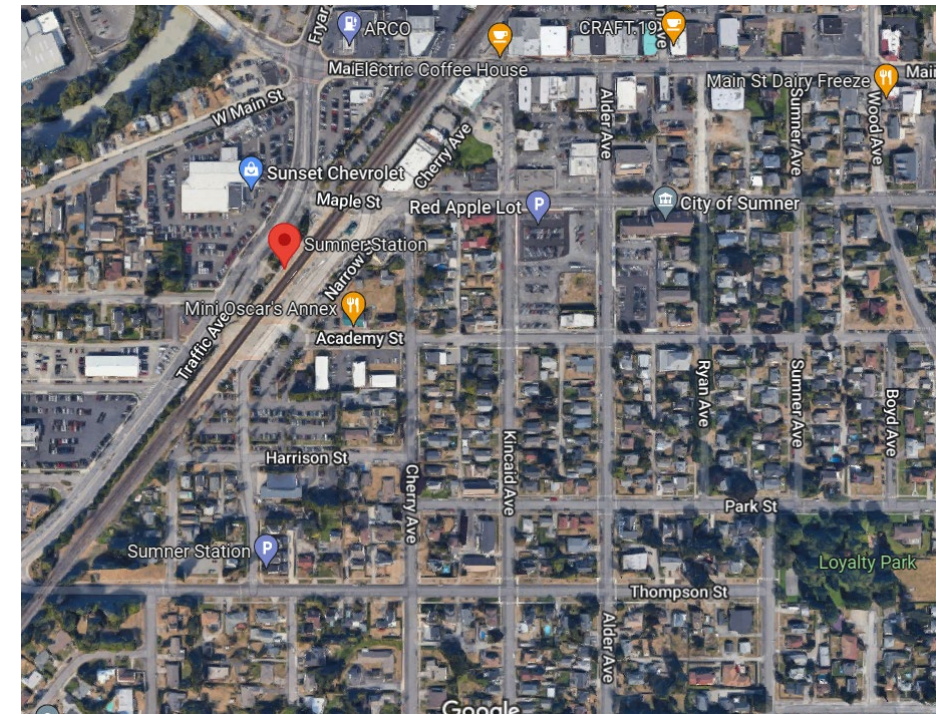


- Current setback rules make it difficult to convert many existing accessory structures, like a garage or shop, to an ADU
- Garages or shops may meet 3-foot setback requirements for accessory structures, but not the setbacks required for an ADU
- Proposed code changes would limit further encroachment into setbacks and would allow structures built before a certain point in time to be converted as long as the privacy performance standards in code are met



8. Reduce required number of parking spaces

- Current code requires one off-street parking space for a one-bedroom ADU and two for a two-or-more-bedroom ADU
- Proposed code would standardize this to one off-street parking space regardless of ADU size
- Also proposed to change single-family parking stall requirement so that only one of the two required spaces for a single-family home needs to be covered
- Also proposes to waive off-street parking requirement for ADUs within a half mile of Sumner Station if on-street parking is available



SUBJECT: Manufacturing/Industrial Center (MIC) Transit

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. MIC Transit Presentation
-

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

Staff will be discussing and seeking direction from the City Council on creating a shared shuttle program for meeting the need for a transit connection between the Sounder Station and the companies in the MIC. Presently, employees arrive at the Sumner Station, often coming from as far away as Spanaway/Parkland area, and will either bicycle or walk to their job in the MIC, sometimes up to a mile or two away. These workers are often temporary workers who, if late to work, can lose their jobs. Companies have shown interest in this service and have provided letters of support for grant funding. Staff has been in discussions with a company that could provide a shared shuttle service that would manage vehicle operators, promote the shared shuttle service to MIC businesses, and manage collection of fares and other details. The cost for one 12-passenger vehicle to loop through the MIC would be about \$13,750 per month or \$165,000 per year. The costs could be offset by rider fares and, if successful, could fully cover costs for the city. Staff is seeking guidance from the City Council on whether to move forward with this pilot project or not.

COUNCIL COMMITTEE/STUDY SESSION: Study Session MEETING/STUDY SESSION DATE: 7/25/2022 COMMITTEE RECOMMENDATION: N/A
--

STAFF RECOMMENDATIONS/MOTION:

Discuss proposal and provide guidance.

MIC Transit

City Council
July 25, 2022

Ryan Windish
Community
Development Director



Objectives

- Present shuttle program option for serving MIC
- Gain City Council direction on pursuing and funding this option

First Sounder Commuter Train –September 18, 2000

Sumner-Pacific Manufacturing/Industrial Center

- PSRC designation as a Regional MIC in 2018
- Has grown to 17,000 employees with growth capacity for another 4,000 to 5,000 employees
- Home to many large employers including REI, Amazon, Sekisui Aerospace, Costco and many more.
- Not currently served by transit



Demand for MIC Transit

- Many employers have employees who are using transit to commute to work
- They arrive at the Sumner Sounder station in downtown and then walk or bike 1-2 miles
- Temporary employees are common and if they are late for work they typically lose their job
- Many of those using transit don't own a car



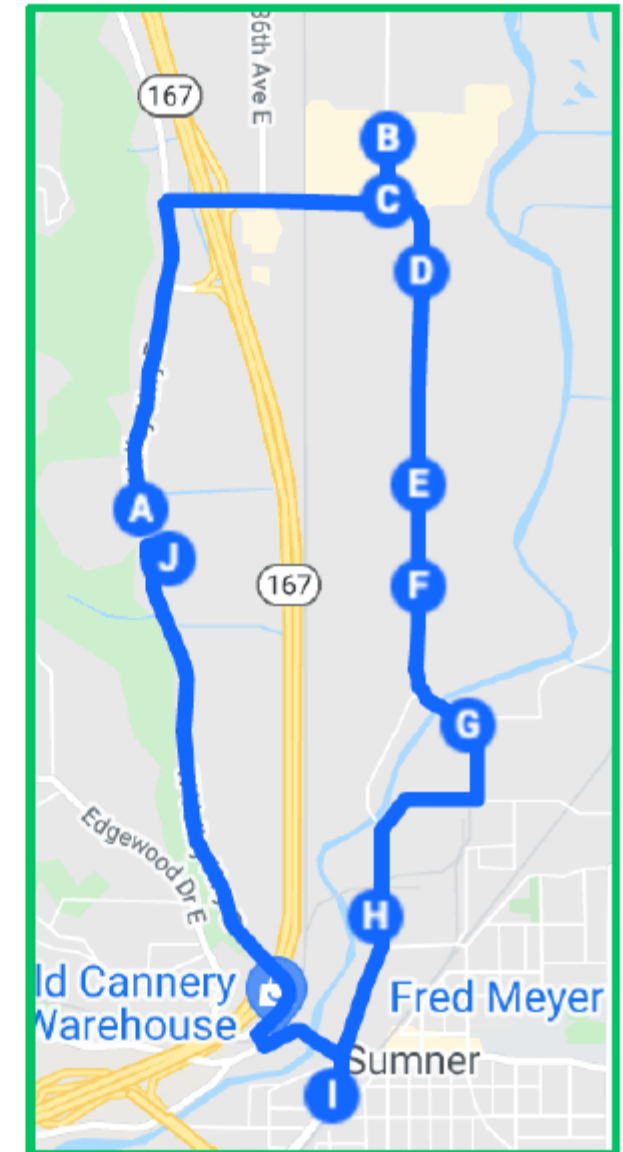
Sounder Train

Proposed Route and Operations (not final or exact)

Last-Mile Shuttle Service Connecting Sumner MIC employers and their works to/from Sumner Station:

ROUTE AND OPERATIONS:

- Monday-Friday
- 12+ passenger vehicle to start (additional vehicles can be added later)
- 3 hours of service per AM/PM shift
- 1 loop takes about 30 minutes
- 6 loops can be performed per AM/PM shift
- A total of 72 passengers (at capacity) transported per AM/PM shift



Employers with Expressed Interest

The proposed route would connect over 12+ large employers from the Sumner Pacific Manufacturing and Industrial Center and their employees to Sumner Station:

- Amazon (*has expressed interest*)
- Yusen Logistics (*has expressed interest*)
- REI (*has expressed interest*)
- Sekisui Aerospace (*has expressed interest*)
- Costco
- Allegiance Staffing
- LKQ Auto Parts
- Lululemon
- Maersk

Estimated cost to employers:

- \$6-\$8/ride taken
- Employers only pay based on # of rides
- \$ contributions revert to City of Sumner

Shared Shuttle Program

- Serves multiple companies, vehicle operators, and populations of riders and reduces risk
- Fares from ridership will be collected and offset costs to pay for the service
- Population potential for serving 17,000 employees



Shared Shuttle Program Includes

- Corporate Outreach Program
- Technology including:
 - Mobile and web app for reservations
 - Contactless boarding with mobile app
 - Real-time vehicle tracking
 - 24/7 Rider Customer Support (live humans)
 - Set and edit their default seat reservations
 - Collection of fares



Pricing Structure

Fares: \$6-\$8/ride taken

Employer pays based on number of rides

Fares offset City costs to run the system

Management Service: 10-12% over the selected operator's quote for service

Participation and Cost Offset Scenarios

Sumner MIC has 17,000 workers:

- Best Case Scenario for Employer Participation:
20% by end of Y1 (3,400 workers)
- Most Realistic Case Scenario:
10% by end of Y1 (1,700 workers)
- Worst Case Scenario:
5% by end of Y1 (850 workers)

Price of Service/month (before employer contributions)	\$13,750/vehicle/month \$165,000/year (1) 12-passenger vehicle
(Est.) Employer Contributions (conservative projected ridership x estimated \$6/ride)	Best Case: \$20,400/month (funds 150% of service) Realistic Case: \$10,200/month (funds 75% service) Worst Case: \$5,100/month (funds 40% of service)
Projected Cost to Sumner (price of service minus employee contributions)	Best Case: \$0 (+\$6,650 use funds to expand service) Realistic Case: \$3,550/month Worst Case: \$8,650/month

NEXT STEPS

- Continue to refine costs
- Propose a 2023-24 budget request for the funds to begin pilot program
- Prepare RFP for Service

CITY COUNCIL AGENDA CALENDAR**Updated July 19, 2022**

CA – CONSENT AGENDA	ES – EXECUTIVE SESSION	NB – NEW BUSINESS
UB – UNFINISHED BUSINESS	P – PRESENTATION	PH – PUBLIC HEARING PR – PROCLAMATION

AUGUST 1 RCM

- ES Cybersecurity Audit Findings *(15 minutes)*
- CA Resolution No. XXXX – Interlocal Agreement with Port of Tacoma re: Ryan House *(CP in-person)*
- CA Resolution No. XXXX – Capital Facilities Plan Extension *(Ryan virtual)*
- PH Houston Road Annexation *(AS virtual)*
- PH Cyber Security Audit *(JS in-person)*
- UB Ordinance No. XXXX – Comcast Franchise Agreement (final reading) *(AM in-person)*
- NB Ordinance No. XXXX – ARPA Budget Amendment *(JW / JS in-person)*
- NB Resolution No. XXXX – Employee Retention Incentive *(JS / JW in-person)*

AUGUST 8 SS

- DEI Committee Update *(AH / MB both)*
- Accessory Dwelling Units *(AS virtual)*

AUGUST 15 RCM

- CA Resolution No. XXXX - RCC Interlocal Agreement *(JS in-person)*
- CA Lease Back Agreement 902 Kincaid – Shades Salon
- NB Ordinance No. XXXX - Zoning Code Amendment-Accessory Dwelling Units *(AS virtual)*
- NB YMCA 2013 Services Agreement Amendment *(AM in person)*
- NB YMCA 2019 Services Agreement Amendment *(AM in person)*

AUGUST 22 SS

- Council Budget Tours (WWTF & Parks)

AUGUST 29 SS (5th Monday)

- Council Budget Tours

SEPTEMBER 6 RCM (Tuesday)

- UB Ordinance No. XXXX Houston Road Annexation Decision

SEPTEMBER 12 SS

- Community Projects Budget Presentation
- Budget Review *(KR)*
- Community Float Discussion
- Parks Funding *(RW)*

SEPTEMBER 19 RCM**SEPTEMBER 26 SS**

- Budget Review
- Utility Rate Review

OCTOBER 10 SS

- Budget Review
- Property Tax

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Pending

MISC.	MISC.	WHITE RIVER RESTORATION PROJECT
ROW Vacation Code Amendment	Ordinance – Refuse Collection	PH - Surplus Utility Property South of 24 th Street East
CA State Homeland Security Program Grant Acceptance for Small Unmanned Aerial System	Bond Issuance for Operations Facility	UB - Resolution No. XXXX - Surplus Utility Property South of 24 th St E
Ordinance Insurance Requirements	Temporary Use Permit – Food Trucks	
Sign Code Update (off premise) / ERB Code Amendment	Safe Parking	BNSF Agreement
CTR Ordinance Update	Zero Lot Line Home	CA - Water Rights Acquisition Agreement
Development Agreement Code updates	PC Solid Waste Plan Adoption	
Ordinance Updating AC Code	River Walk Trail ROW Vacation	

Budget Calendar –

Review of Utility Rates (SS)	TBD
Clerk publishes notice that preliminary budget has been filed and publishes notice of public hearing(s) on final budget once a week for two consecutive weeks.	10/24 & 10/31
Budget Review (possible)	10/31
Ordinance Adopting Utility Rates	TBD
Public Hearing (Property Tax)	October 17
Public Hearing Proposed Budget	November 7
Public Hearing Proposed Budget (final)	November 21
Budget Adoption	December 5

JULY 2022

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

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

Name: Michelle Converse, CMC

Title: City Clerk

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