



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/87668532792>

Or One tap mobile :

US: +12532050468,,87668532792# or +12532158782,,87668532792#

Or Telephone: +1 253 205 0468 or +1 253 215 8782

Webinar ID: 876 6853 2792

## **CALL TO ORDER**

Pledge of Allegiance

Invocation

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

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

## **CONSENT AGENDA**

1. Resolution No 1654 - Interlocal Agreement for Inmate Housing SCORE
2. Approval of council minutes from the regular council minutes of February 21, 2023 and February 27, 2023 study session.

## **PUBLIC HEARING**

## **REGULAR BUSINESS**

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**  
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at [Michellec@sumnerwa.gov](mailto:Michellec@sumnerwa.gov) no later than 5:30pm on the date of the meeting. Any written comments received will be read into the record and provided to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**
  - a. Design Commission Reappointment (Ebsworth)
  - b. Design Commission Reappointment (Franchini)
  - c. Civil Service Commission Reappointment (Anderson)
  - d. Ordinance No. 2850 - Updating Sumner Municipal Code 8.04 Cemetery
  - e. Resolution No. 1655 - Formation of a Library Capital Facilities Area (LCFA)
4. **Reports**

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

**5. Executive Session**

**6. Adjournment**

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

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**SUBJECT:** Resolution No 1654 - Interlocal Agreement for Inmate Housing SCORE

**CATEGORY:** Resolution

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**BUDGET IMPACT:**

Expenditure Required: As needed

Within Budget Allocation: Yes

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**ATTACHMENTS:**

1. Resolution No. 1654 - SCORE Interlocal Agreement
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**STAFF CONTACT:** Brad Moericke, Police Chief

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**SUMMARY BACKGROUND:**

The City previously had a jail contract with SCORE for inmate housing but that contract was not renewed due to a substantial increase in costs for services. SCORE will not facilitate inmate borrowing or inmate video court hearings without a current contract. By signing a new agreement, Sumner can take advantage of having defendants already in custody in other jurisdictions appear by video in Sumner Municipal Court hearings. Having this ability was specifically requested by Judge Swain and our City Attorney.

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| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Public Safety Committee</p> |
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| <p><b>MEETING/STUDY SESSION DATE:</b> 2/15/2023</p> |
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| <p><b>COMMITTEE RECOMMENDATION:</b> Do pass</p> |
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**STAFF RECOMMENDATIONS/MOTION:**

Pass Resolution No. 1654 - authorizing the Mayor to enter into the interlocal agreement for inmate housing with SCORE.

**RESOLUTION NO. 1654  
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT FOR INMATE HOUSING WITH THE SOUTH CORRECTIONAL ENTITY.**

**WHEREAS**, the City of Sumner needs and desires to have available jail facilities to provide for the custody and care of our misdemeanor inmates; and

**WHEREAS**, the South Correctional Entity, known as SCORE, owns and operates a consolidated correctional facility in the City of Des Moines to provide correctional services essential to the preservation of the public health, safety, and welfare; and

**WHEREAS**, both the City of Sumner and the South Correctional Entity desire to enter into a jail services agreement for the housing of Sumner inmates; and

**WHEREAS**, such agreements are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Cities and Counties Jails Act, Chapter 70.48 RCW; and

**WHEREAS**, the Sumner City Council Public Safety Committee recommended approving this resolution during their committee meeting on February 15, 2023.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is authorized to enter into the Interlocal Agreement For Inmate Housing with the South Correctional Entity substantially in a form as approved by the City Attorney.

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

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of March 2023.

**ATTEST:**

\_\_\_\_\_  
Michelle Converse, CMC, City Clerk

\_\_\_\_\_  
Mayor Kathy Hayden

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney Andrea Marquez



## INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter “Agreement”) is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and the CITY OF SUMNER, a municipal corporation organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

### RECITALS

WHEREAS, SCORE was formed by its Owner Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the “SCORE Facility”) to serve the Owner Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

### SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means January 1, 2023.

Contract Agency Inmate means a person or persons subject to the Contract Agency’s custody who is transferred to SCORE’s custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE’s custody to be housed at the SCORE Facility. The term “Inmates” includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 and amended and restated on December 11, 2019, as it may be further amended from time to time, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Owner City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE located at 20817 17<sup>th</sup> Avenue South, Des Moines, WA 98198.

Termination Date means December 31, 2023.

## **SECTION 2. TERM.**

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

## **SECTION 3. INMATE HOUSING AND SERVICES.**

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

## **SECTION 4. COMPENSATION.**

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

#### **SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.**

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Owner City of



arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family Owner or friend with confirmed transportation, or be released via private taxi.

## **SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.**

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

## **SECTION 7. HEALTH CARE.**

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association (ACA) or National Commission on Correctional Health Care (NCCHC).

Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services.

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

Except to the extent that a Contract Agency Inmate can pay pursuant to Section 5.B, the Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

#### **SECTION 8. DETAINERS.**

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

#### **SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.**

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

#### **SECTION 10. ESCAPE; DEATH.**

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Owner City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

#### **SECTION 11. REPORTING AND INSPECTION.**

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

#### **SECTION 12. TECHNOLOGY.**

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

#### **SECTION 13. BILLING AND PAYMENT.**

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

#### **SECTION 14. BILLING DISPUTE RESOLUTION.**

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

#### **SECTION 15. INDEPENDENT CONTRACTOR.**

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

#### **SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.**

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate

property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

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

#### **SECTION 17. INSURANCE.**

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

#### **SECTION 18. TERMINATION.**

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

## **SECTION 19. RECORDS.**

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

## **SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.**

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

## **SECTION 21. HIPAA AND HITECH COMPLIANCE.**

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

## **SECTION 22. EQUAL OPPORTUNITY.**

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

## **SECTION 23. MISCELLANEOUS.**

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

#### **SECTION 24. EXECUTION.**

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

CITY OF SUMNER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name - Title

\_\_\_\_\_  
Kathy Hayden, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTESTED BY:

\_\_\_\_\_  
Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198

CITY OF SUMNER  
1104 Maple Street  
Sumner, WA 98390

**Attention:** Devon Schrum, Executive Director

**Attention: Brad Moericke, Police Chief**

**Email:** dschrum@scorejail.org

**Email:** bradm@sumnerwa.gov

**Telephone:** (206) 257-6262

**Telephone:** 253-299-5641

**Fax:** (206) 257-6310

**Fax:** N/A

DESIGNATED REPRESENTATIVE FOR PURPOSES OF  
THIS AGREEMENT:

DESIGNATED REPRESENTATIVE FOR  
PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum

Name: Brad Moericke

Title: Executive Director

Title: Chief of Police

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## Exhibit A

### FEES AND CHARGES AND SERVICES

|                                                                                |                                       |                    |
|--------------------------------------------------------------------------------|---------------------------------------|--------------------|
| <u>Booking Fee:</u> <sup>1</sup>                                               | \$50.00                               |                    |
| <u>Daily Housing Rates:</u>                                                    |                                       |                    |
| General Population – Guaranteed Beds                                           | \$138.43                              | No. of Beds: _____ |
| General Population – Non-Guaranteed Beds                                       | \$199.00                              |                    |
| <u>Daily Rate Surcharges:</u> <sup>2</sup>                                     |                                       |                    |
| Mental Health – Residential Beds                                               | \$159.00                              |                    |
| Medical - Acute Beds                                                           | \$217.00                              |                    |
| Mental Health – Acute Beds                                                     | \$278.00                              |                    |
| <u>Health Care Services:</u> <sup>3</sup>                                      |                                       |                    |
| In-Facility Care                                                               | Included                              |                    |
| Co-Payments                                                                    | Inmate responsibility                 |                    |
| Outside Medical Services                                                       | Contract Agency billed                |                    |
| Emergency Care                                                                 | Contract Agency billed                |                    |
| Pharmaceuticals                                                                | Medications billed to Contract Agency |                    |
| <u>Transportation Fees:</u>                                                    |                                       |                    |
| SCORE Officer Transport                                                        | \$75.00/per hour                      |                    |
| <u>Security Services:</u>                                                      |                                       |                    |
| Hospital Security                                                              | \$75.00/per hour                      |                    |
| <u>Video Court:</u>                                                            |                                       |                    |
| In-Custody Arraignment                                                         | Included                              |                    |
| <u>Other Terms &amp; Conditions:</u>                                           |                                       |                    |
| <u>Fees, charges, and services will be annually adjusted each January 1st.</u> |                                       |                    |

---

<sup>1</sup> The Booking Fee will be charged to the jurisdiction responsible for housing the inmate

<sup>2</sup> Surcharges are in addition to daily housing rates and subject to bed availability

<sup>3</sup> Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)



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## Exhibit B

### WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
  - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
  - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
  - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
  - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

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**Exhibit C**

**PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT**

1. Compliance  
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
  - a) The Prison Rape Elimination Act of 2003 (PREA)
  - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
  - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
2. Monitoring  
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
  - a) Site visits,
  - b) Access to facility data, and
  - c) Review of applicable documentation.
3. Contract Agency may terminate this Agreement
  - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
  - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
4. The Contract Agency will terminate this Agreement
  - a) Should SCORE elect to discontinue pursuit of PREA compliance;
  - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
  - c) Should SCORE be found to be in egregious violation of PREA.

---

## Exhibit D

### MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case-by-case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

---

**Exhibit E**

**PROPERTY**

1. SCORE will *not accept or transport* the following:
  - a) Backpacks, suitcases, etc.
  - b) Unpackaged food products.
  - c) Food products in packaging that have been opened.
  - d) Any type of weapon (includes pocket knives).
  - e) Liquids.
  - f) Helmets or any kind.
  - g) Large items that will not fit into a common paper grocery bag.
  - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

---

## Exhibit F

### CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
  - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
  - b) Is identified as a threat to law enforcement
  - c) Is an escape risk

---

## **Exhibit G**

### **BORROWING**

One contracting agency may “borrow” another Contract Agency’s Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

---

**SUBJECT:** Approval of council minutes from the regular council minutes of February 21, 2023 and February 27, 2023 study session.

**CATEGORY:** Consent

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**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

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**ATTACHMENTS:**

1. February 27, 2023 Study Session Minutes
2. February 21, 2023 Regular Council Minutes

**STAFF CONTACT:** Michelle Converse, City Clerk

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**SUMMARY BACKGROUND:**

Approval of the minutes from the previous council meetings.

|                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b><br/><b>MEETING/STUDY SESSION DATE:</b><br/><b>COMMITTEE RECOMMENDATION:</b> Approve as written.</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

Approve



**STUDY SESSION MINUTES**  
**City Hall – 1104 Maple Street**  
**February 27, 2023 6:00 PM**

The city conducted this public meeting using a hybrid model, in-person and Zoom.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Community Development and Economic Director Ryan Windish, Public Works Director Mike Dahlem, Administrative Services Director Jeff Steffens, City Engineer Michael Kosa, Associate City Engineer Alisa O’Haver-Ayala, Chief Operating Officer Kassandra Raymond and Communications Director Carmen Palmer

Mayor Hayden called to order the Study Session, at 6pm.

**CALL TO ORDER**

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

**REGULAR BUSINESS**

1. South Sound Housing Affordability Partners (SSHA3P) 1406 Funds  
With Jason Gauthier, SSHA3P Manager
2. Downtown Construction Update
3. Formation of a library Capital Facilities Area (LCFA)

**CITY ADMINISTRATOR REPORT**

**ADJOURNMENT**

With no additional business, Mayor Hayden adjourned the meeting at 7:15pm.

Attest:

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Kathy Hayden, Mayor

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Michelle Converse, City Clerk





*The city conducted this public meeting using a hybrid model, in-person and on the Zoom platform.*

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, Development Services Director Doug Beagle, Community Development Director Ryan Windish, Police Chief Brad Moericke, City Engineer Michael Kosa and City Clerk Michelle Converse

THE REGULAR MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00PM.

#### CALL TO ORDER

Pledge of Allegiance

Invocation

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

COUNCILMEMBER NEUMAN WAS MARKED NOT PRESENT.

#### CONSENT AGENDA

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

1. Resolution No. 1648 - Transportation Improvement Board Grant Acceptance (Elm Street Sidewalk)
2. Resolution No. 1650 - Pierce County Grant Acceptance (Ryan House Rehabilitation)
3. Resolution No. 1651 - Setting Public Hearing for 24th Street East Partial Right-of-Way Vacation
4. Resolution No. 1652 - Floodplains By Design Grant Acceptance
5. Biosolids Equipment Modernization Project - Design Supplement
6. Approval of the minutes from the February 6, 2023 regular council meeting and the 13th of February, 2023 joint study session.

PASSED BY VOICE VOTE.

#### PUBLIC HEARING

Mayor Hayden began the Public Hearing at 6:02pm, and called City Attorney Andrea Marquez to address the Council on the matter of **Surplus of Real Property South of 24<sup>th</sup> Street**. With no questions or comments from the Council or the public, Mayor Hayden closed the hearing at 6:05pm.

#### REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment**

Mr. Pete Connell, Daffodil St Ct E., addressed the Council concerning the lack of a decent dog park in Sumner.

### 3. New Business

#### a. Ordinance No. 2848 – Zoning Code Text Amendment: Medium Density Residential/ESUV Accessory Parking

MOVED BY COLE SECONDED BY HOCHSTATTER MOVE TO APPROVE ORDINANCE NO. 2848 AMENDING THE ZONING CODE REGARDING ACCESSORY PARKING IN THE MDR/ESUV ZONE

Community & Economic Director Ryan Windish spoke to the Council.

PASSED BY ROLL CALL VOTE. (Councilmember Neuman arrived at 6:17pm)

#### b. Resolution No. 1649 – Transportation Improvement Board Grant Acceptance (Stewart Road Bridge Replacement)

MOVED BY STUARD SECONDED BY HOCHSTATTER TO APPROVE RESOLUTION NO. 1649 - THE ACCEPTANCE OF \$6,000,000 IN GRANT FUNDS FROM THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR USE IN THE STEWART ROAD CORRIDOR COMPLETION: WHITE RIVER BRIDGE PROJECT (CIP 13-08), AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT THE FUNDS, SUBSTANTIALLY IN A FORM AS APPROVED BY THE CITY ATTORNEY.

City Engineer Michael Kosa addressed the Council.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

### 4. Reports

#### a. Council

Councilmember Cole had no report tonight.

Deputy Mayor Hochstatter had no report tonight.

Councilmember Stuard had no report tonight.

Councilmember Bitetto shared she will be one of the judges for the School District Art Fair at Sumner Middle School.

Councilmember Brown had no report tonight.

Councilmember Neuman had no report tonight.

Councilmember Reed had nothing to report.

#### b. City Administrator

City Administrator Jason Wilson shared the following:

#### **Upcoming Policy Issues:**

- February 27, 2023 – Study Session
  - South Sound Housing Affordability Partnership presentation
  - Downtown Construction Update
  - Library Capital Facilities Area Discussion

- March 6, 2023 – Regular Council Meeting
  - Contract Approval for Parks Plan Update
  - Agreement with PSE regarding Stewart Road Bridge Construction
  - Resolution authorizing an Interlocal Agreement with the South Correctional Entity
  - Design Commissioner Appointment
  - Civil Serve Commission Appointment
  - Ordinance authorizing surplus of real property south of 24<sup>th</sup> St E
  - Resolution creating the Library Capital Facilities Area

**Personnel Issues:**

- The City continues to recruit police officers. Recently our hiring incentive has increased to \$20,000. Since increasing we have received 4 lateral and exceptional applications.
- The City is also recruiting for an Emergency Management/Safety Coordinator. Visit our website for more information or to apply.

c. **Mayor**

Mayor Hayden She is so proud of the downtown, they have survived Covid19 and construction our downtown is surviving. It was evident by the WineWalk held the 18<sup>th</sup> of February.

**5. Executive Session**

**6. Adjournment**

With no additional business before the council, Mayor Hayden adjourned the meeting at 6:34pm. Councilmembers concurred.

ATTEST:

\_\_\_\_\_  
Kathy Hayden, Mayor

\_\_\_\_\_  
Michelle Converse, CMC City Clerk

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**SUBJECT:** Design Commission Reappointment (Ebsworth)

**CATEGORY:** Motion

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**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

---

**ATTACHMENTS:**

**STAFF CONTACT:** Scott Waller, Assistant Planner

---

**SUMMARY BACKGROUND:**

Mayor Hayden is seeking approval of her reappointment of Cheryl Ebsworth to the Design Commission for a term ending in April of 2027. Ms. Ebsworth has previously served on the Commission and brings a wealth of knowledge from her toolbox as a Senior Land Use Planner.

The purpose of the Design Commission is to provide advice on the application of the relevant zoning regulations and the design and development guidelines.

---

**COUNCIL COMMITTEE/STUDY SESSION:**

**MEETING/STUDY SESSION DATE:**

**COMMITTEE RECOMMENDATION:**

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**STAFF RECOMMENDATIONS/MOTION:**

Approve the Mayor's recommendation to reappoint Ms. Ebsworth to a four-year term on the Design Commission.

---

**SUBJECT:** Design Commission Reappointment (Franchini)

**CATEGORY:** Motion

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**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

---

**ATTACHMENTS:**

**STAFF CONTACT:** Scott Waller, Assistant Planner

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**SUMMARY BACKGROUND:**

The Mayor would like to reappoint Mr. Brian Franchini to a four-year term on the Design Commission. Mr. Franchini has served on the commission since 2019 and lives in Sumner. He is passionate about local design and the history of our community.

The Design Commission is to provide advice on the application of the relevant zoning regulations and development guidelines. Each member shall serve a four-year term.

---

**COUNCIL COMMITTEE/STUDY SESSION:** Confirm the mayoral appointment of Brian Franchini to a four-year term on the Design Commission, ending in April of 2027.

**MEETING/STUDY SESSION DATE:**

**COMMITTEE RECOMMENDATION:** Committee Do-Pass

**STAFF RECOMMENDATIONS/MOTION:**

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**SUBJECT:** Civil Service Commission Reappointment (Anderson)

**CATEGORY:** Motion

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**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

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**ATTACHMENTS:**

**STAFF CONTACT:** Jeff Steffens, Administrative Services Director

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**SUMMARY BACKGROUND:**

The Mayor is seeking the re-appointment of Brian Anderson to the Civil Service Commission for a term ending March 31, 2027. The Civil Service Commission consists of three members and is responsible for administration of human resources policies and practices in areas of competitive testing, conducting investigations and hearings, position classification, and any other matter of general personnel administration subject to the provisions of the State statute and Civil Service Rules.

Mr. Anderson is a graduate of Pacific Lutheran University and Baylor University as well as Sumner High School. He is an Environmental Engineer for the Boeing Company, a member of the Sumner Rotary, National Ski Patrol and Community Advisory Committee for the Sumner Sounder Station.

---

**COUNCIL COMMITTEE/STUDY SESSION:**

**MEETING/STUDY SESSION DATE:**

**COMMITTEE RECOMMENDATION:**

**STAFF RECOMMENDATIONS/MOTION:**

Approve the mayoral recommendation to reappointment Brian Anderson to the Civil Service Commission for a term ending in March 31, 2027.

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**SUBJECT:** Ordinance No. 2850 - Updating Sumner Municipal Code 8.04 Cemetery

**CATEGORY:** Ordinance

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**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

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**ATTACHMENTS:**

1. Ordinance No. 2850 - Updating Sumner Municipal Code 8.04
- 

**STAFF CONTACT:** Derek Barry, Community Services Manager

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**SUMMARY BACKGROUND:**

Ordinance no. 2850 updates the Sumner Municipal Code 8.04 in the following specific areas:

Sumner Municipal Code 8.04.250 outlines rules related to decorations at the Sumner Cemetery. This update clarifies that the cemetery is not responsible for the care or return of any items left in the cemetery.

Sumner Municipal Code 8.04.270 outlines rules for monuments and memorials at the cemetery. This update clarifies that, upon request, cemetery issues temporary markers and signage may be placed by staff for up to 30 days and that no outside temporary markers or signage is allowed.

Sumner Municipal Code 8.04.290 outlines fee schedules for the cemetery. The update removes the requirement of yearly review, adjusting and approving of pricing to an as needed basis.

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**COUNCIL COMMITTEE/STUDY SESSION:** Community Development Committee

**MEETING/STUDY SESSION DATE:** 2/22/2023

**COMMITTEE RECOMMENDATION:** Do Pass

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**STAFF RECOMMENDATIONS/MOTION:**

A motion to adopt Ordinance No. 2850, revising sections of Chapter 8.04, substantially in the form as approved by the City Attorney.

**ORDINANCE NO. 2850**  
**CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, UPDATING SUMNER MUNICIPAL CODE CHAPTER 8.04 AND AMENDING SECTIONS 8.04.250 DECORATIONS AND 8.04.270 MONUMENTS AND MEMORIALS AND 8.04.290 PROPERTY, MERCHANDISE AND SERVICE CHARGES.**

**WHEREAS**, the Sumner Municipal Code establishes rules and regulations for the Sumner Cemetery; and

**WHEREAS**, to better serve the community periodic updates to the code help clarify rules and responsibilities of staff; and

**WHEREAS**, the Council Community Development Committee on February 22, 2023 approved an update to clarify rules pertaining to decorations, markers and fees to better represent the needs of the Sumner Cemetery and community.

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

**Section 1.** That Section 8.04.250 of the Sumner Municipal Code is hereby amended to read as follows:

**8.04.250      Decoration.**

No lot or grave shall be decorated by the owner or other interested therein with any trees, shrubs or plants of permanent nature. This does not, however, exclude the placing of cut flowers upon the graves, which must be placed in receptacles sunk level with the ground. Such receptacles do not obstruct the work or upkeep or appear unsightly when nonfilled as do glass jars, vases, bottles, cans and similar holders. A suitable vase for each grave will be furnished and set at a nominal charge upon application to the cemetery administrative manager. Floral or other decorations may be removed from lots as soon as they become wilted or unsightly and persons wishing to retain any of the decorations must remove them within 48 hours after interment. The Cemetery is not responsible for the care or return of any items left in the Cemetery. (Ord. 2511 § 1 (part), 2015: Ord. 378 § 20, 1928. Prior code § 10.02.240)

**Section 2.** That Section 8.04.270 of the Sumner Municipal Code is hereby amended to read as follows:

**8.04.270      Monuments and memorials.**



A. Each grave may contain one memorial and one official flower vase for each occupant. The memorial shall be of the type and size approved for the specific section of the cemetery. Raised headstones shall not exceed 30 inches in height, except monument sections, and all footstones shall be flush with the turf. Plot owners shall keep all monumental work placed upon their plots in good repair. Upon request, Cemetery issued temporary markers and signage may be placed by staff for up to 30 days. No outside temporary markers or signage is allowed.

B. The cemetery administrative manager shall contract to install memorials and foundations in accordance with established specifications, standards and requirements.

C. Private persons may install memorials and foundations, provided they comply with cemetery specifications, standards and requirements. Memorial borders and foundations shall be the same size as those installed by the cemetery. The grave location shall be determined by the cemetery staff, the dirt and sod shall be hauled away from the cemetery grounds, and the finished installation shall be approved in writing by a qualified member of the cemetery staff.

D. The setting fee for memorials and foundations installed by private persons shall be reduced in the appropriate category by \$10.00. Private person installers must show evidence of coverage of public liability insurance in which the city is a named insured and file a performance bond with the city in the sum of \$1,000 for a period of one year to ensure compliance with cemetery specifications, standards and requirements.

E. The setting of memorials and preparation of foundations for monuments shall be paid in advance. Removal of monumental work from any grave plot under claim it is not paid for or other pretense shall not be permitted.

F. The purchase of glass front niches shall be subject to the following conditions:

1. Only regulation metal urns approved by the cemetery administrative manager will be allowed and the urn(s) must accommodate the size of the niche purchased;
2. Only one floral copper vase per niche;
3. Urns may only be used for human cremains;
4. Up to two small picture/photos per urn may be placed in the niche;
5. The glass fronts must remain unaltered; and
6. Niches may be opened only by cemetery staff. (Ord. 2511 § 1 (part), 2015: Ord. 1818 § 6, 1997: Ord. 1249 § 1, 1984: Ord. 1116 § 1, 1979: Ord. 378 § 22, 1928. Prior code § 10.02.260)

**Section 3.** That Section 8.04.290 of the Sumner Municipal Code is hereby amended to read as follows:

**8.04.290 Property, merchandise and service charges.**

Property, merchandise, and services available at the cemetery will be reflected by a fee schedule approved by the parks and forestry commission and made available at the cemetery office. The parks and forestry commission shall review, adjust, and approve price changes to the fee schedule ~~at least once a year~~as needed. The fee schedule will be presented to the city council ~~once a year~~as needed. (Ord. 2511 § 1 (part), 2015: Ord. 2215 § 1, 2007; Ord. 2208 § 2, 2007)

**Section 4. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 5. Corrections by City Clerk or Code Reviser.** Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

**Section 6. Effective Date.** This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 6th day of March 2023.

---

Mayor Kathy Hayden

Attest:

Approved as to form:

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City Clerk Michelle Converse

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City Attorney Andrea Marquez

***First Reading: March 6, 2023***

***Date Adopted:***

***Date of Publication:***

***Effective Date:***

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**SUBJECT:** Resolution No. 1655 - Formation of a Library Capital Facilities Area (LCFA)

**CATEGORY:** Resolution

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**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

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**ATTACHMENTS:**

1. Resolution No. 1655 - LCFA Formation
2. LCFA Presentation

**STAFF CONTACT:** Jason Wilson, City Administrator

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**SUMMARY BACKGROUND:**

The existing library location is at the end of life and the cost to repair exceeds the building's value. The Library District desires to build a new location, up to 20,000 square feet of space. The Library System estimates the total cost of the project is approximately \$20 million in today's market. The Library is committed to contributing \$5 million through a variety of sources. The Library currently has a \$1 million request for funding from the State of Washington being considered as part of the Department of Commerce's Library Capital Improvement Program. The remaining \$15 million is being proposed to be put forward to the residents of Sumner for vote on a bond measure.

Both the Library System Board of Trustees and City of Sumner City Council would need to pass resolutions to pursue establishing a LCFA (the areas that would make up the taxing district) and a bond for a ballot measure. If voters approve an LCFA, it would be its own independent taxing district, administered by Pierce County.

Council has discussed the proposed LCFA boundaries at two study sessions and recommended that staff draft a resolution that creates the LCFA following the existing corporate boundaries of the City.

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|                                                              |
|--------------------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Study Session</p> |
|--------------------------------------------------------------|

|                                                     |
|-----------------------------------------------------|
| <p><b>MEETING/STUDY SESSION DATE:</b> 2/27/2023</p> |
|-----------------------------------------------------|

|                                         |
|-----------------------------------------|
| <p><b>COMMITTEE RECOMMENDATION:</b></p> |
|-----------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

A motion adopting Resolution No. 1655 creating the Sumner Library Capital Facilities Area as described in Exhibit A and depicted in Exhibit B in a form approved by the City Attorney.

**RESOLUTION NO. 1655  
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, APPROVING THE  
CREATION OF THE SUMNER LIBRARY CAPITAL FACILITY AREA AND  
PROVIDING FOR OTHER RELATED MATTERS**

**WHEREAS**, the City of Sumner, Washington (the “City”), is a noncharter code city organized and operating under Washington State law; and

**WHEREAS**, the Sumner city limits are encompassed by and made part of the Pierce County Rural Library District, doing business as the Pierce County Library System (“PCLS”); and

**WHEREAS**, PCLS provides library services to City residents through a library facility (the “Sumner Library”) owned by the City and operated by PCLS; and

**WHEREAS**, the PCLS cannot continue to operate in its current space, which the city owns, because the current building has reached end of life, requiring major repairs; the building is undersized for the population it serves; and it is difficult to access; and

**WHEREAS**, the City and Library System are collaborating to build a new library on Main Street East; and

**WHEREAS**, the cost of developing a new library to replace the existing Sumner Library can most fairly be paid by residents of the area to be served by the new library facilities; and

**WHEREAS**, RCW 27.15 permits, upon a library district’s request, submission to the voters within the proposed area the question of whether to create a library capital facility area and authorize it to issue bonds to finance library capital facilities; and

**WHEREAS**, the PCLS Board passed a resolution requesting that the Pierce County Council submit to the voters the question of whether to create a library capital facility area to be known as the “Sumner Library Capital Facility Area” and authorize it to issue bonds to finance a new library in Sumner; and

**WHEREAS**, the City would be located entirely within the boundaries of the proposed library capital facility area, and PCLS’s request to Pierce County Council must include a copy of a resolution of the City Council indicating its approval of the proposed library capital facility area and agreement as to ballot costs;

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

**Section 1. Approval of Creation of the Sumner Library Capital Facility Area.** The City hereby approves the creation of the proposed Sumner Library Capital Facility Area within boundaries as set forth in Exhibit A and depicted in Exhibit B, attached and incorporated by this

reference.

**Section 2. Election Costs.** The City is not obligated to pay any of the costs of submitting the ballot proposition to the voters.

**Section 3. Authorization to Submit Resolution to the Pierce County Council.** The City Clerk is authorized and directed to certify a copy of this Resolution for submission to the Pierce County Council.

**Section 4. Corrections by City Clerk or Code Reviser.** Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

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

**ADOPTED AND APPROVED** this 6<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
Kathy Hayden, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Michelle Converse, City Clerk

\_\_\_\_\_  
Andrea J. Marquez, City Attorney

## **Exhibit A**

### **Description of the Sumner Library Capital Facility Area**

The Sumner Library Capital Facility Area boundaries are described as follows:

A PORTION OF TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.; AND  
TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.; DESCRIBED AS FOLLOWS:

IN TOWNSHIP 20 NORTH, RANGE 05 EAST OF THE WILLAMETTE  
MERIDIAN:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST  
QUARTER OF SECTION 6 OF SAID TOWNSHIP AND RANGE, SAID POINT  
BEING ON THE BOUNDARY OF THE AREA ANNEXED TO THE CITY OF  
AUBURN UNDER AUBURN ORDINANCE NUMBER 5512; THENCE  
WESTERLY FOLLOWING SAID BOUNDARY OF THE CITY OF AUBURN  
ALONG THE SOUTH BOUNDARY OF SAID SECTION 6 TO THE SOUTHEAST  
CORNER OF GOVERNMENT LOT 7 IN SAID SECTION 6; THENCE  
NORTHERLY ALONG THE EAST BOUNDARY OF SAID GOVERNMENT LOT  
7 TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE  
NORTH BOUNDARY OF SAID GOVERNMENT LOT 7 TO THE WESTERLY  
RIGHT-OF-WAY OF THE BURLINGTON NORTHERN AND SANTA FE  
RAILROAD; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY  
TO THE WEST LINE OF SAID SECTION 6;

THENCE IN TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE  
MERIDIAN:

CONTINUING NORTH ALONG SAID WEST RIGHT-OF-WAY OF THE  
BURLINGTON NORTHERN AND SANTA FE RAILROAD TO THE SOUTH  
BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 1 OF SAID  
TOWNSHIP AND RANGE, FROM WHICH THE EAST QUARTER CORNER OF  
SAID SECTION 1 BEARS S88°25'14"E; THENCE CONTINUING NORTHERLY  
ALONG SAID WEST RIGHT-OF-WAY LINE N0°54'30"W 70.03 FEET TO THE  
NORTH RIGHT-OF-WAY LINE OF 8TH STREET EAST/STEWART ROAD;  
THENCE ALONG SAID NORTHERLY MARGIN S82°26'07"W 148.05 FEET,  
N89°48'08"W 474.24 FEET, AND N88°25'14"W 477.67 FEET; THENCE  
LEAVING SAID NORTHERLY MARGIN OF SAID 8TH STREET  
EAST/STEWART ROAD N7°41'58"W 155.36 FEET; THENCE S 76°16'32" W  
313.22 FEET; THENCE N13°40'45"W 136.12 FEET; THENCE N76°19'15"E  
1,489.14 FEET TO THE SAID WEST RIGHT-OF-WAY LINE OF THE  
BURLINGTON NORTHERN AND SANTA FE RAILROAD; THENCE  
N0°54'30"W ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTH  
LINE OF SAID SECTION 1, ALSO BEING THE KING-PIERCE COUNTY LINE;  
THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 1 TO THE

EAST LINE OF THE INTER-COUNTY RIVER IMPROVEMENT DISTRICT PARCEL AS RECORDED UNDER AUDITOR FILE NUMBERS 413464, 413465, 413467, AND 646075; THENCE SOUTHWESTERLY ALONG SAID EAST PARCEL LINE TO ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF 8TH STREET EAST/STEWART ROAD; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EAST LINE OF THE 138TH AVENUE EAST/BUTTE DRIVE RIGHT-OF-WAY AND THE CITY OF PACIFIC CITY LIMITS AS ESTABLISHED BY CITY OF PACIFIC ORDINANCE NO. 1256; THENCE SOUTH ALONG SAID CITY LIMITS TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF 8TH STREET EAST/STEWART ROAD; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST RIGHT OF WAY LINE OF ST. PAUL BOULEVARD AND ALONG SAID CITY LIMITS; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF 16TH STREET EAST, ALSO BEING THE NORTH LINE OF THE AREA ANNEXED TO THE CITY OF SUMNER UNDER SUMNER ORDINANCE NUMBER 1736; THENCE WESTERLY ALONG THE SAID NORTH RIGHT-OF-WAY LINE AND ITS WESTERLY EXTENSION TO THE WEST RIGHT-OF-WAY LINE OF WEST VALLEY HIGHWAY EAST; THENCE SOUTHERLY ALONG THE SAID WEST RIGHT-OF-WAY LINE, WHICH IS ALSO THE EAST BOUNDARY OF THE CITY OF EDGEWOOD, TO THE SOUTH LINE OF SECTION 11 OF SAID TOWNSHIP AND RANGE, THENCE WESTERLY ALONG THE NORTH LINE OF SECTION 14 OF SAID TOWNSHIP AND RANGE TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SAID SUBDIVISION TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14 TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 14; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 14 TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14 TO THE WEST RIGHT-OF-WAY LINE OF WEST VALLEY HIGHWAY EAST; THENCE SOUTHERLY FOLLOWING SAID WEST RIGHT-OF-WAY LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24 OF SAID TOWNSHIP AND RANGE; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 TO WEST LINE OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 24 1,904.33 FEET MORE OR LESS TO THE ORIGINAL CITY LIMITS OF SUMNER AS ESTABLISHED BY ELECTION ON JANUARY 27, 1891; THENCE S50°11'00"W 166.25 FEET; THENCE S84°41'00"W 174.40 FEET TO A MONUMENT; THENCE N65°19'00"W 174.60 FEET TO A MONUMENT; THENCE

N44°19'00"W 307.85 FEET TO A MONUMENT ON THE SOUTH BANK OF THE STUCK RIVER; THENCE SOUTHERLY ALONG THE CENTERLINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23 OF SAID TOWNSHIP AND RANGE 981.75 FEET TO A 1/64 SECTION MONUMENT; THENCE EASTERLY 660.00 FEET TO THE SOUTHWEST CORNER OF SECTION 24 OF SAID TOWNSHIP AND RANGE; THENCE SOUTHERLY ALONG THE WEST LINE OF SECTION 25 OF SAID TOWNSHIP AND RANGE, ALSO BEING THE BOUNDARY OF THE ORIGINAL CITY LIMITS OF SUMNER AS ESTABLISHED BY ELECTION ON JANUARY 27, 1891 660 FEET TO THE 1/64 SECTION POST ON THE WEST LINE OF SAID SECTION 25; THENCE EASTERLY ALONG THE SAID 1/64 SECTION LINE TO THE EAST LINE OF TACOMA SEATTLE TRANSMISSION LINE; THENCE SOUTHWESTERLY ALONG SAID EAST LINE TO THE NORTH BANK OF THE PUYALLUP RIVER; THENCE SOUTHEASTERLY ALONG THE NORTH BANK OF THE PUYALLUP RIVER TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST HALF OF SAID SUBDIVISION TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF NORTHWEST QUARTER OF SAID SECTION 25; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE NORTH BANK OF THE PUYALLUP RIVER; THENCE SOUTHEASTERLY ALONG THE NORTH BANK OF THE PUYALLUP RIVER TO THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 162/ORTING HIGHWAY; THENCE NORTHERLY ALONG THE SAID WEST RIGHT-OF-WAY TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE 410 (PRIMARY STATE HIGHWAY NO. 5);

THENCE IN TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN:

CONTINUING NORTHEASTERLY ALONG THE SAID NORTH RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE EAST LINE OF THE A.H. WOOLERY DONATION LAND CLAIM LOCATED IN SECTION 30 OF SAID TOWNSHIP AND RANGE; THENCE SOUTHERLY ALONG THE SAID EAST LINE OF THE A.H. WOOLERY DONATION LAND CLAIM TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTHERLY 264.00 FEET ALONG SAID EAST LINE TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER LYING 1,056.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE EASTERLY TO A POINT ON THE WEST LINE OF THE 166TH AVENUE EAST RIGHT-OF-WAY BEING 1,056.00 FEET SOUTH OF AND 20 FEET WEST OF THE NORTHEAST CORNER OF



NORTHEAST QUARTER OF SAID SECTION 30, THENCE EASTERLY 185.00 FEET TO A POINT WHICH IS 1,048.18 SOUTH OF AND 165.00 FEET EAST OF THE NORTHWEST CORNER OF NORTHWEST QUARTER OF SECTION 29 OF SAID TOWNSHIP AND RANGE; THENCE SOUTHERLY 467.48 FEET TO A POINT WHICH IS 1,515.66 FEET SOUTH OF AND 165.00 FEET EAST OF THE NORTHWEST CORNER OF NORTHWEST QUARTER OF SAID SECTION 29; THENCE EASTERLY 1,150.60 FEET TO A POINT WHICH IS 1,517.56 FEET SOUTH OF AND 1,315.60 FEET EAST OF THE NORTHWEST CORNER OF NORTHWEST QUARTER OF SAID SECTION 29; THENCE NORTHERLY ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29 TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 410/ P.S.H. NUMBER 5 AND THE EAST LINE OF WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE NORTHEASTERLY TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29 AND WITH THE EAST LINE OF STATE ROUTE 410/ P.S.H. NUMBER 5; THENCE NORTHWESTERLY ALONG THE EAST RIGHT-OF-WAY LINE OF 64TH STREET EAST AND STATE ROUTE 410/P.S.H. NUMBER 5 TO THE SOUTH LINE OF SECTION 20 OF SAID TOWNSHIP AND RANGE 5; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 20 TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE NORTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 20 TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE WESTERLY ALONG THE SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 20 TO THE SOUTHEAST CORNER OF SECTION 18 OF SAID TOWNSHIP AND RANGE; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 18 TO THE EAST RIGHT-OF-WAY LINE OF SUMNER-TAPPS HIGHWAY; THENCE NORTHWESTERLY ALONG THE SAID EAST RIGHT-OF-WAY LINE TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 18; THENCE NORTHERLY ALONG THE SAID WEST LINE OF THE EAST HALF OF THE EAST HALF TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 18; THENCE WESTERLY ALONG THE SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 18 TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 18; THENCE NORTHERLY ALONG THE SAID WEST LINE OF THE EAST HALF OF SECTION 18 TO THE SOUTH LINE OF SECTION 7 OF SAID TOWNSHIP AND RANGE; THENCE WEST 25 FEET ALONG THE SOUTH LINE OF THE SAID SECTION 7 TO A POINT ON THE EAST LINE OF LOT 4, LARGE LOT SUBDIVISION AS RECORDED UNDER AUDITOR'S FEE NUMBER 86-03-19-0359 PIERCE COUNTY; THENCE NORTHERLY 180 FEET ALONG THE SAID EAST SUBDIVISION LINE; THENCE CONTINUING NORTHERLY 390.55 FEET ALONG THE SAID EAST LINE OF LOT 3 OF THE SAID LARGE LOT

SUBDIVISION TO THE SOUTH LINE OF LOT 1 OF SAID LARGE LOT SUBDIVISION; THENCE EASTERLY 52.03 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF LOT 1; THENCE CONTINUING NORTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 7 TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6 OF SAID TOWNSHIP AND RANGE AND THE POINT OF BEGINNING.

ALSO INCLUDING:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 29 OF TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M. TOGETHER WITH THE WEST 20 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29. TOGETHER WITH A PROPERTY BEGINNING AT THE EAST RIGHT-OF-WAY LINE OF THE SUMNER-BUCKLEY HIGHWAY AS IT EXISTED ON NOVEMBER 19, 1962 AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 79°55'00" EAST 54.80 FEET; THENCE NORTH 11°11'00" EAST 62.16 FEET; THENCE NORTH 66°05'00" EAST 81.08 FEET; THENCE SOUTH 25°11'00" EAST 76.34 FEET; THENCE SOUTH 14°02'00" EAST 138.16 FEET; THENCE SOUTH 24°02'00" WEST 79.68 FEET, THENCE NORTH 89°58'00" WEST 146.50 FEET MORE OR LESS TO THE SAID EAST RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPT A PROPERTY BEGINNING AT THE EAST RIGHT-OF-WAY LINE OF THE SUMNER-BUCKLEY HIGHWAY AS IT EXISTED ON NOVEMBER 19, 1962 AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 79°55'00" EAST 54.80 FEET; THENCE NORTH 11°11'00" EAST 62.16 FEET; THENCE NORTH 66°05'00" EAST 81.08 FEET; THENCE SOUTH 25°11'00" EAST 76.34 FEET; THENCE SOUTH 14°02'00" EAST TO THE SAID SOUTH LINE; THENCE EASTERLY ALONG SAID SOUTH LINE TO A POINT 325.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 29°08'00" WEST 145.50 FEET; THENCE WESTERLY ALONG A LINE PARALLEL TO THE SAID SOUTH LINE 257.75 FEET TO THE SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE 124.47 FEET TO THE SAID SOUTH LINE; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. ALSO, EXCEPT THE REMAINDER OF ANY PORTION OF THE EAST 660.00 FEET OF THE SOUTH 1,320.00 OF SAID EAST HALF. ALSO, EXCEPT THE WEST 625.00 FEET OF SAID EAST HALF. ALSO, EXCEPT ROAD AS THEY EXISTED ON JUNE 18, 1984.

ALSO INCLUDING:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32 OF TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 32 372.36 FEET TO AN IRON PIPE; THENCE SOUTHERLY 190 FEET TO AN IRON PIPE; THENCE WESTERLY 220 FEET TO AN IRON PIPE; THENCE NORTHERLY 180 FEET; THENCE WESTERLY 152.36 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 10 FEET AND THE POINT OF BEGINNING.

ALSO INCLUDING:

BEGINNING AT THE SOUTHWEST CORNER OF THE 40-ACRE TRACT IN THE I. WOOLERY DONATION LAND CLAIM IN SOUTHWEST QUARTER OF SECTION 23 OF TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., CONVEYED BY SAID WOOLERY TO BENJAMIN F. YOUNG BY DEED RECORDED IN BOOK 4 OF PAGE 734; THENCE S89°47'30"W 191.00 FEET; THENCE N0°14'20"W 672.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF VALLEY AVENUE EAST; THENCE N75°11'00"W ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 257.85 MORE OR LESS; THENCE SOUTH 705.00 FEET TO A PIPE MONUMENT WHICH IS S89°46'30"W 250.00 FEET WEST OF THE POINT OF BEGINNING; THENCE S0°39'54"E 469.93 TO A PIPE MONUMENT; THENCE S89°33'42"E 338.54 FEET; THENCE S0°53'22"E TO THE NORTH RIGHT-OF-WAY LINE OF WASHINGTON STATE HIGHWAY ROUTE 167; THENCE EASTERLY ALONG THE SAID NORTH RIGHT-OF-WAY LINE TO A LINE 2,012.505 FEET SOUTH OF THE NORTH LINE OF SAID LAND CLAIM; THENCE EAST ALONG SAID LINE TO THE WEST LINE OF 124TH AVENUE COURT EAST FORMERLY ROESLI ROAD OR 23RD STREET NORTHEAST; THENCE NORTHERLY ALONG THE SAID WEST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF VALLEY AVENUE EAST; THENCE NORTHWESTERLY ALONG THE SAID SOUTH RIGHT-OF-WAY LINE TO THE WEST LINE OF THE 40-ACRE TRACT IN THE I. WOOLERY DONATION LAND CLAIM IN THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE SOUTHERLY ALONG THE SAID WEST LINE TO THE SOUTHWEST CORNER OF THE 40-ACRE TRACT IN THE I. WOOLERY DONATION LAND CLAIM IN SOUTHWEST QUARTER OF SAID SECTION 23 AND THE POINT OF BEGINNING.

ALSO INCLUDING:

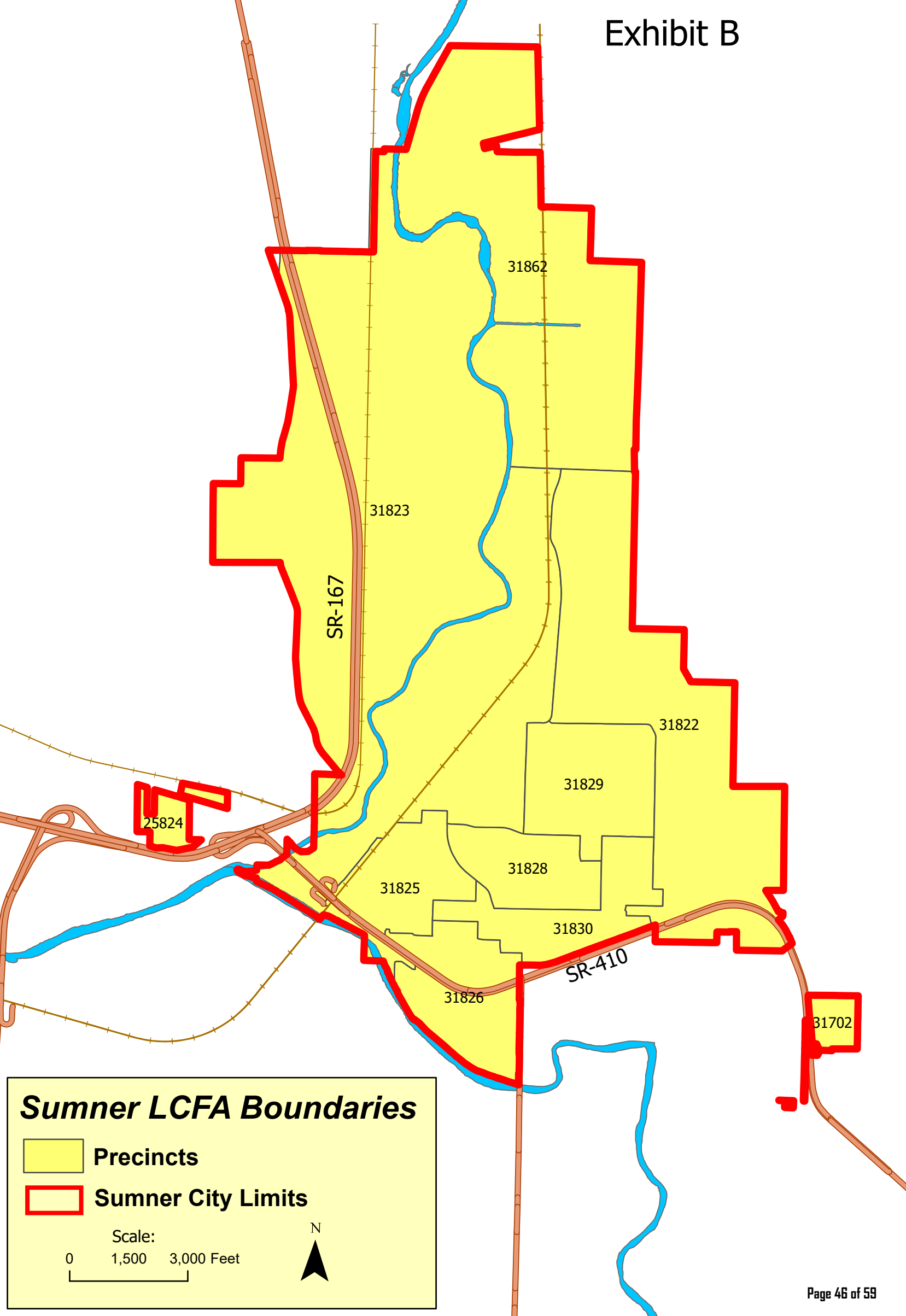
COMMENCING AT A STONE MONUMENT BEING THE INSIDE CORNER ELL OF THE I. WOOLERY DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 23 OF TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.; THENCE WESTERLY ALONG THE EXTENSION OF THE NORTH LINE OF THE I. WOOLERY DONATION LAND CLAIM IN THE SOUTHEAST

QUARTER OF SAID SECTION 227.20 FEET TO A STONE MONUMENT AND THE POINT OF BEGINNING; THENCE N0°14'20"E 69.80 FEET TO THE SOUTH LINE RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, FORMERLY THE CHICAGO-MILWAUKEE-ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG THE SAID SOUTH RIGHT-OF-WAY LINE TO POINT WHICH IS 449.69 FEET SOUTH OF THE NORTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 23 AND 28.50 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE CONTINUING NORTHWESTERLY ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 776.90 FEET; THENCE S10°45'30"W 292.40 FEET TO THE NORTH RIGHT-OF-WAY LINE OF VALLEY AVENUE EAST, THENCE SOUTHEASTERLY ALONG THE SAID NORTH RIGHT-OF-WAY LINE 486.30 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG THE SAID NORTH RIGHT-OF-WAY LINE 854.66 FEET TO AN IRON MONUMENT; THENCE N0°14'20"E TO THE POINT OF BEGINNING, EXCEPT THE WESTERLY 120 FEET.

ALSO INCLUDING:

BEGINNING AT THE NORTHWEST CORNER LOT 33 OF THE GREENLAWN ADDITION TO SUMNER IN THE SOUTHEAST QUARTER OF SECTION 23 OF TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 33 TO THE NORTH SOUTH BANK OF THE STUCK RIVER; THENCE WESTERLY ALONG THE SOUTH BANK OF THE SAID RIVER TO THE CONFLUENCE OF THE STUCK RIVER AND THE PUYALLUP RIVER; THENCE SOUTHEASTERLY ALONG THE NORTH BANK OF THE PUYALLUP RIVER TO THE WEST LINE OF LOT 34 OF THE GREENLAWN ADDITION TO SUMNER; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 34 TO THE NORTHWEST CORNER OF LOT 35 OF GREENLAWN ADDITION TO SUMNER IN THE NORTHEAST QUARTER OF SECTION 26 OF TOWNSHIP 20 NORTH RANGE 5 EAST, W.M.; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 35 TO THE SOUTHWEST CORNER OF SAID LOT 35, THENCE EASTERLY ALONG SOUTH LINE OF SAID LOT 35 TO THE SOUTHEAST CORNER OF SAID LOT 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF VACATED MEADE AVENUE; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF VACATED MEADE AVENUE TO THE EAST LINE OF VACATED MEADE AVENUE, ALSO BEING THE SOUTHWEST CORNER OF LOT 36 OF THE GREENLAWN ADDITION TO SUMNER; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 36 TO THE SOUTHEAST CORNER OF SAID LOT 36; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 36 TO A POINT 50.00 SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET/63RD STREET EAST; THENCE EASTERLY ALONG A LINE WHICH IS PARALLEL TO AND 50.00 FEET SOUTH OF THE SAID SOUTH RIGHT-OF-WAY LINE 78.00 FEET; THENCE NORTHERLY ALONG A LINE WHICH IS PARALLEL TO AND 78.00 FEET EAST OF THE EAST LINE OF SAID LOT 36 50.00 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE; THENCE

WESTERLY ALONG THE SAID SOUTH RIGHT-OF-WAY LINE TO THE CENTER LINE OF VACATED MEADE AVENUE; THENCE NORTHERLY ALONG THE SAID CENTERLINE TO THE EASTERN EXTENSION OF THE NORTH LINE OF LOT 33 OF THE GREENLAWN ADDITION TO SUMNER IN THE SOUTHEAST QUARTER OF SECTION 23 OF TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.; THENCE WESTERLY ALONG THE SAID EASTERN EXTENSION OF SAID LOT 33 TO THE NORTHEAST CORNER OF SAID LOT 33; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 33 TO THE POINT OF BEGINNING.



***Sumner LCFA Boundaries***



**Precincts**



**Sumner City Limits**

Scale:

0 1,500 3,000 Feet

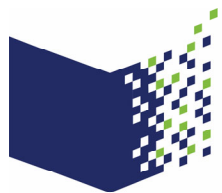


# Library Capital Facilities Area

Sumner City Council  
March 6, 2023



CITY OF  
**SUMNER**  
WASHINGTON



**Pierce County  
Library System**

Information & Imagination





# Agenda

- New Library Location
- Library Capital Facilities Area (LCFA) Overview
- LCFA Boundaries
- LCFA Impact



# New Sumner Pierce County Library

Home of new  
**Sumner  
Library**







## Funding Sources

|                                                                        |                                               | Estimated Project                             |
|------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------|
| Pierce County Library                                                  | \$1 - 3 million<br>(actual amount TBD)        | \$1,000,000                                   |
| PCLS Foundation                                                        | \$3 million<br>(\$1.5 raised to-date)         | \$3,000,000                                   |
| Washington State Library Capital Improvement Program Funds (2023-2025) | \$1 million<br>(pending Legislative approval) | \$1,000,000<br>(pending Legislative approval) |
| LCFA Bond if approved by voters                                        | \$12 million-\$15 million TBD                 | \$15,000,000                                  |
| Total Potential Funding Sources                                        | TBD \$19,000,000                              | \$20,000,000                                  |

# LIBRARY CAPITAL FACILITY AREAS

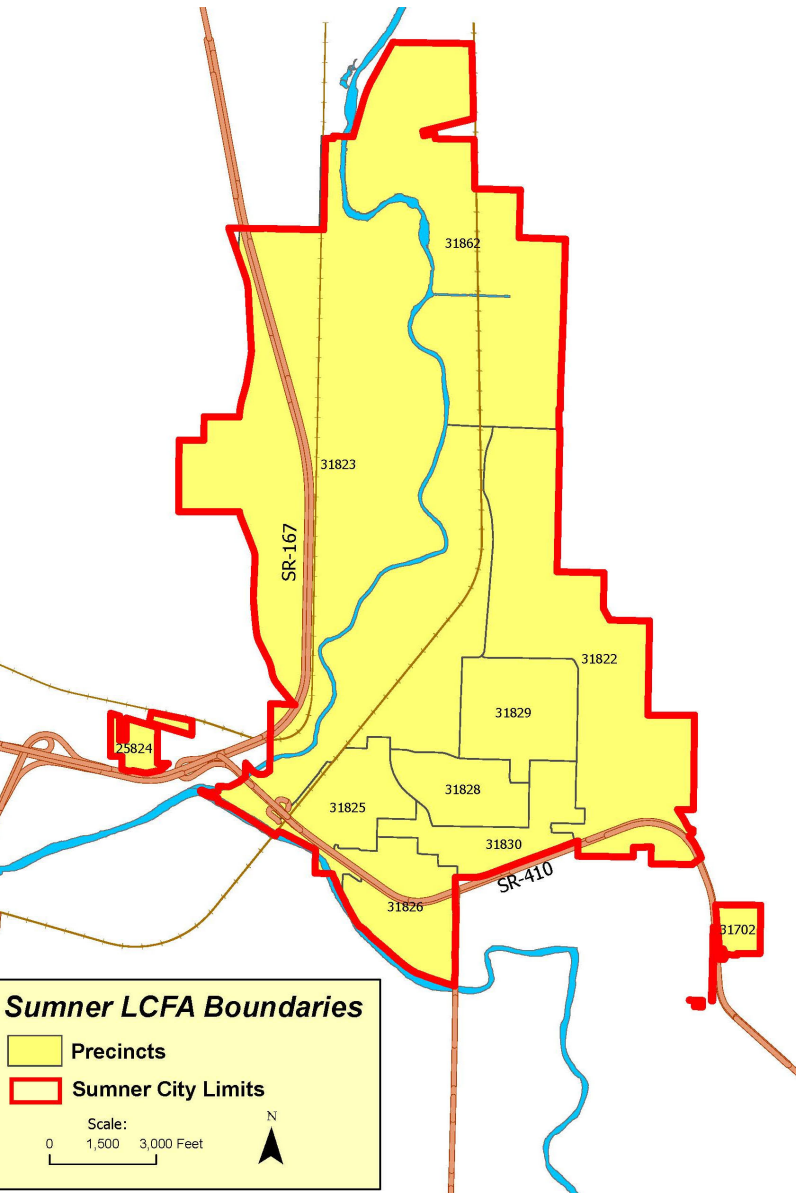
## Chapter [27.15](#) RCW

The legislature finds that it is in the interests of the people of the state of Washington to be able to establish library capital facility areas as quasi-municipal corporations and independent taxing units existing within the boundaries of existing rural county library districts, rural intercounty library districts, rural partial-county library districts, or island library districts, for the purpose of financing the construction of capital library facilities.



## LCFA Process

1. Partner agencies agree on scope of project & LCFA boundaries.  
Pass resolutions that go to the County
2. County approves ballot language, County Council approves measure to be placed on ballot
3. If measure passes, agencies sign Interlocal Agreements establishing roles and responsibilities.
4. Prepare and sell bonds
5. Library designs and constructs library, once open, library operates
6. When bonds are repaid, LCFA dissolves, ownership reverts according to Interlocal Agreements



LCFA follows the  
City's corporate  
boundaries

# Validation and Supermajority Requirements

|                                      | # Registered Voters | 2022 Voter Turn Out | 40% Validation # | 60% + 1 Yes Votes |
|--------------------------------------|---------------------|---------------------|------------------|-------------------|
| Resolution No. 1655<br>(City Limits) | 6,365               | 3,962               | 1,585            | 952               |



## Example Levy Rates

|                                      | Levy Rate | Monthly Cost | Annual Cost |
|--------------------------------------|-----------|--------------|-------------|
| Resolution No. 1655<br>(City Limits) | 0.2358480 | \$10.11      | \$121.30    |

Assumptions:

Max \$15 million bond

2022 Median Home Value: \$514,308



## Next Steps

- Sumner Resolution (Tonight)
- Library Board Resolution (Wednesday)
- County Resolution (April)
- File to place on Ballot (May)
- August Election





## Questions and Discussion

# MARCH 2023

| Monday                                               | Tuesday                                                                        | Wednesday                                                         | Thursday                                               | Friday | Saturday |
|------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------|--------|----------|
|                                                      |                                                                                | 1                                                                 | 2                                                      | 3      | 4        |
|                                                      |                                                                                | 5:30PM<br><b>Finance Committee</b><br>(Hybrid)                    | 6:00PM<br><b>Planning Commission</b><br>(Hybrid)       |        |          |
| 6                                                    | 7                                                                              | 8                                                                 | 9                                                      | 10     | 11       |
| 6:00PM<br><b>Regular Council Meeting</b><br>(Hybrid) | 4:00 PM<br><b>Public Works Committee</b><br>(Hybrid)                           | 6:30PM - <b>CANCELLED</b><br><b>Design Commission</b><br>(Hybrid) | 4:30PM<br><b>Forestry/Parks Commission</b><br>(Hybrid) |        |          |
| 13                                                   | 14                                                                             | 15                                                                | 16                                                     | 17     | 18       |
| 6:00PM<br><b>Study Session</b><br>(Hybrid)           | 5:30PM – <b>SPECIAL MEETING</b><br><b>Cultural Arts Commission</b><br>(Hybrid) | 5:30PM<br><b>Public Safety Committee</b><br>(Hybrid)              |                                                        |        |          |
| 20                                                   | 21                                                                             | 22                                                                | 23                                                     | 24     | 25       |
| 6:00PM<br><b>Regular Council Meeting</b><br>(Hybrid) |                                                                                | 5:00PM<br><b>CD Committee</b><br>(Hybrid)                         | 5:30PM<br><b>Cultural Arts Commission</b><br>(Hybrid)  |        |          |
| 27                                                   | 28                                                                             | 29                                                                | 30                                                     | 31     |          |
| 6:00PM<br><b>Study Session</b><br>(Hybrid)           |                                                                                |                                                                   |                                                        |        |          |

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.

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Title: City Clerk

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