



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

June 3, 2024 6:00 PM

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/89830216915>

Or One tap mobile +12532158782,,89830216915# US (Tacoma)

Or Telephone 1 253 215 8782 US (Tacoma) +1 253 205 0468 US

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Bowman, Brown, Clerget, Cole, Elfers and Reinke

PRESENTATION

East Pierce Fire & Rescue Annual Update

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. 1682 – Interagency Pooling Agreement with Pierce County for Opioid Settlement Funds
2. Approval of checks and electronic payments in the amount of [\\$2,126,205.40](#)
3. Contract Amendment with BERK Consulting, LLC
4. Approval of the regular council meeting minutes from May 20, 2024
5. Resolution No. 1687 - Recreation & Conservation Office Grant Authorization | Bill Heath Sports Complex Multiuse Synthetic Turf
6. Resolution No.1688 - Recreation & Conservation Office Grant Authorization | Bill Heath Sports Complex Lighting & Improvements

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the day of the meeting. Any written comments received will be provided to the City Council and attached to the meeting minutes. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**

- a. Resolution No. 1690 -Climate Change and Resiliency, Department of Commerce Grant Acceptance
- b. AWC Conference Voting Delegates
- c. Resolution No. 1685 - Ryan House Private Funding

4. Reports

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

5. Executive Session

6. Adjournment

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

SUBJECT: Resolution No. 1682 – Interagency Pooling Agreement with Pierce County
for Opioid Settlement Funds

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1682 Interlocal Agreement with Pierce County Opioid Fund Pooling

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

Pursuant to the One Washington Memorandum Of Understanding (MOU), over the next 15 years, the City will receive well over \$200,000 in settlement funds from opioid manufacturers and distributors. The exact amount is unknown as settlements continue to be reached. The use of these funds is restricted to activities outlined in the One Washington MOU which includes opioid treatment, prevention and education. The Council has previously indicated (through it's adopted budget) that the best use of the City's funds is to pool them with other jurisdictions in order to maximize the limited funds. The amount received through 2023 was \$26,245.

Pierce County has agreed to manage a regional notice of funding and award process, including acting as the financial agent. Each budget cycle the city could decide how much, if any, of the city's opioid settlement funds will be contributed to Pierce County for regional allocation. The cities of Edgewood, Fife and Bonney Lake are also pooling their settlement funds.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 5/16/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1682 authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and Pierce County related to the pooling of Opioid Settlement Funds in a form as approved by the City Attorney.

**RESOLUTION NO. 1682
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 POOLING OF OPIOID SETTLEMENT FUNDS WITH PIERCE COUNTY WASHINGTON.

WHEREAS, the Parties in compliance with the One Washington Memorandum of understanding between Washington Municipalities (MOU) and RCW 39.34.030(3), and the Opioid Abatement Council (OAC) Interlocal Agreement (ILA) agree to pool funding based upon the default methodology set forth at Section C.5 and C.7 of the OAC interlocal agreement and section C. 5 of the MOU.

WHEREAS, the Parties acknowledge the receipt of Opioid settlement funds related to opioid litigation; and

WHEREAS, the Parties recognize the impact of the opioid epidemic on the communities; and

WHEREAS, the Parties desire to collaborate on the equitable distribution and utilization of the Opioid settlement funds to address opioid-related issues; and

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

Section 1. The Mayor is authorized to enter into an Interlocal Agreement For the purposes of Pooling Opioid Settlement Funds with Pierce County 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 3rd day of June 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez

Interagency Pooling Agreement Between Pierce County and the City of Sumner for Opioid Settlement Funds

This Interagency Pooling Agreement made and entered into between Pierce County and the City of Sumner.

SECTION 1. RECITALS

WHEREAS, the Parties in compliance with the One Washington Memorandum of understanding between Washington Municipalities (MOU) and RCW 39.34.030(3), and the Opioid Abatement Council (OAC) Interlocal Agreement (ILA); and

WHEREAS, the parties agree to pool funding based upon the default methodology set forth at Section C.5 and C.7 of the OAC interlocal agreement and section C. 5 of the MOU.

WHEREAS, the Parties acknowledge the receipt of Opioid settlement funds related to opioid litigation; and

WHEREAS, the Parties recognize the impact of the opioid epidemic on the communities; and

WHEREAS, the Parties desire to collaborate on the equitable distribution and utilization of the Opioid settlement funds to address opioid-related issues; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 2. DEFINITIONS

1. "Approved Purpose(s)" shall mean the strategies specified and set forth in the One Washington MOU, OAC ILA, and the Pierce County Behavioral Health Improvement Plan.
2. "Behavioral Health Advisory Board (BHAB)" shall refer to the board that serves in an advisory capacity to assist the County in meeting the behavioral health planning responsibilities required by Chapter 8.101 PCC.
3. "Opioid Settlement fund" shall refer to the dollars coming into Pierce County from various opioid settlements.

SECTION 3. PURPOSE AND TERM

This Agreement is established pursuant to the One Washington MOU, ILA, and RCW 39.34 the Interlocal Cooperations Act to establish a framework for the distribution, allocation, and utilization of the opioid settlement funds to address opioid-related issues within the County and City. The term of this agreement shall commence on the date executed (effective date here) and shall run for a period of years sufficient to distribute the parties' opioid settlement funds.

SECTION 4. ADMINISTRATION

1. **Formation of Subcommittee:** The County shall establish a subcommittee, hereby known as Behavioral Health Opioid Committee (BHOC), under the Behavioral Health Advisory Board (BHAB) responsible for overseeing the distribution and use of the opioid settlement funds allocated to Pierce County by the City.
 - a. **Committee Composition:** The Committee shall consist of representatives appointed by each Party. The County shall ensure that members reflect the diversity of the affected communities, if possible. Each Party shall select their representative for the Behavioral Health Opioid Committee from qualified persons and the representative shall be appointed by the Party's governing body. A Party may choose to leave its position vacant. Using the same process as the primary member selection process, each Party may also appoint an alternate to serve where the primary appointment is not available to serve.
 - b. **Structure of BHOC** – The BHOC created in this Agreement is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3).

SECTION 5. Duties of Parties

1. Pierce County Human Services Behavioral Health Staff, with the assistance of the members of the BHOC, are responsible for:
 - a. Developing a methodology for soliciting proposals for use of Opioid Funds.
 - b. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
 - c. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
 - d. Approving or denying proposals for the use of Opioid Funds for Approved Purposes.
 - e. Reporting to the PCOAC, in accordance with data reporting guidelines, all decisions on Opioid Fund allocation applications, distributions, and expenditures.
2. City representatives are responsible for:
 - a. Compliance with the OAC ILA agreement by retaining 10% of Opioid settlement funds to cover administrative expenses incurred by Pierce County Auditor.
 - b. Transferring all or a mutually agreeable amount of its Opioid settlement allocation to Pierce County Human Services.
 - c. Appointing a representative to sit on the BHOC board.

SECTION 6. RECORD RETENTION

1. All records related to the receipt and expenditure of Opioid Funds shall be retained in accordance with Washington State retention schedules published by the Secretary of State for no less than five (5) years and shall be made available for review by other Parties, the PCOAC, the BHAB, or the public.
2. Each party to this Agreement shall be responsible for retaining and producing the records it creates, owns or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this section is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (RCW 42.56), other than as provided for herein.
3. **Termination** – This Agreement shall be self-terminating 36 months after the final distribution of funds through or by the Parties to the Agreement. Either Party may terminate this Agreement earlier and shall provide written notice of forty-five (45) days advance notice of such event.

Either Party may terminate the Agreement in whole or in part whenever the County determines, in its discretion, that such termination is in the interests of either Party. Whenever the Agreement is terminated in accordance with this paragraph, each Party shall be entitled to proportional repayment of any unspent funds. Termination of this Agreement at any time during the term, whether for default or convenience, shall not constitute a breach of contract.

SECTION 8. INDEMNIFICATION

Each Party agrees to fully indemnify the other Party, for all court awarded penalties, costs, and attorneys' fees incurred by such Party resulting from any claims, including under the Public Records Act, brought against a Party, where the liability is premised upon the sole acts or omissions by the Party. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percent of fault allocated to each respective Party by a final judgement of the court.

SECTION 9. MODIFICATIONS OR AMENDMENTS

This Agreement may be modified or amended only upon written agreement of both Parties.

SECTION 10. ENTIRE AGREEMENT

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement, or a written amendment hereto shall not be binding on any Party.

SECTION 11. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of

this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force.

SECTION 12. NON-DISCRIMINATION

The Parties, their employees, and agents shall not discriminate against any person based on any reason prohibited by Washington state or federal law as adopted or subsequently amended.

SECTION 13. COMPLIANCE WITH LAWS

The Parties shall comply with federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION 14. GOVERNING LAW; VENUE

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Pierce County, Washington.

SECTION 15. APPROVAL

Adoption of this Agreement by each Party shall be by signature below.

WHEREFORE, the undersigned authorities do hereby approve and adopt the Agreement as set forth herein.

Done on this ____ day of _____, 2024.

SUBJECT: Approval of checks and electronic payments in the amount of [\\$2,126,205.40](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Voucher Signature Page

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented



CLAIMS VOUCHER APPROVAL

City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 33675	To: 33834	\$1,059,241.98
Use Tax (paid to WA State Department of Revenue)	n/a	n/a	\$710.06
Voided Check(s)	-	-	\$0.00
Voided EFT(s)	-	-	-
Voided Wire(s)	-	-	-
AP Electronic (EFTs) Payments:	From: 757	To: 763	\$402,631.50
AP Wire(s):	From: 15356	To: 15358	\$2,974.07
Payroll & Benefits Electronic Payments	From: 5/3/2024	To: 5/16/2024	\$660,647.79
Payroll & Benefits Checks	From: -	To: -	-
		TOTAL	\$2,126,205.40

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

Kassandra Raymond
Chief Financial Officer

5/17/2024 | 11:19 AM PDT
Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of:

\$2,126,205.40

DocuSigned by:

Patricia Cole

5/20/2024 | 9:12 AM PDT

Date

DocuSigned by:

Carla Bowman

5/20/2024 | 10:33 AM PDT

Date

DocuSigned by:

Greg Rinke

5/17/2024 | 1:59 PM PDT

Date

Committee Member

SUBJECT: Contract Amendment with BERK Consulting, LLC**CATEGORY:** Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Contract Amendment with BERK Consulting, LLC

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND: Staff is recommending approval of an amendment to the BERK Consulting, Inc. contract for assisting with the 2024 Comprehensive Plan Periodic Update. The original scope of work includes preparing an EIS, updating the Transportation Plan, Comprehensive Plan, Capital Facilities Plan, etc. as necessary to comply with the state Growth Management Act. The contract was executed on December 7, 2022 for \$500,000.

The original scope of work did not include updates to the 2018 Parks & Trail Plan. It was decided to keep the update to the Parks & Trail Plan separate from the Comprehensive Plan to allow these processes to be worked out on their own timelines. The Parks & Trail Plan needed to be updated by June 1, 2024.

However, the 2024 Parks & Trail Plan doesn't contain an updated level of service or impact fee analysis. For this to be adopted in 2024 the level of service and the parks impact fee analysis needs to be incorporated into the 2024 Comprehensive Plan Update process and Capital Facilities Plan. This will result in additional work by BERK.

An attached budget and scope of work was provided by BERK showing that an additional **\$50,170** is needed to complete this work. An amendment that is over 5% of the original contract amount (\$500,000) needs to be approved by the City Council.

The budget is covered by additional funds as follows:

Task	Budget	Source of Funds
General amendments to documents	\$16,290	On-call Consultant Services
Park Impact Fee Analysis	\$30,285	On-call Consultant Services and Consultant Services for Parks & Trail Plan Update
Traffic Impact Fee Schedule Amendments	\$3,595	Transportation Management Plan Update
Total	\$50,170	

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee**MEETING/STUDY SESSION DATE:** 5/16/2024**COMMITTEE RECOMMENDATION:** Do Pass

STAFF RECOMMENDATIONS/MOTION:

Move to approve the contract amendment for \$50,170 to the contract with Berk Consulting, LLC for an update to the 2024 Comprehensive Plan.

DRAFT Addendum Scope (April 30, 2024)

	BERK					Transpo				(TOTAL)
	Lisa Greuter	Stefanie Hindmarch	Katherine Goetz (Finance & Economics)	Oliver Hirn (Finance & Economics)	Kevin Gifford (GIS)	Stefanie Herzstein	Jon Pascal	Jessica Lambert (Engineer)	Nathan Jones (GIS)	
	\$ 260	\$ 160	\$ 175	\$ 130	\$ 190	\$ 270	\$ 300	\$ 190	\$ 155	
Task 8 Added Scope						(note: Transpo rates are updated for 2024)				
Advising on PROS Plan next steps and steps for comprehensive plan integration	6	8								
Update policy cross-references in Comprehensive Plan (Climate Element and Appendix)		2								
Levels of Service Proposal and Analysis (including 3 1-hr meetings with staff)	8	16								
Add new Parks policies to Comprehensive Plan		1								
Check that Transportation policies are still consistent with Parks policies						2				
Update Transportation section of EIS and TMP as needed to address PROS Plan changes						8				
Update Public Services section of EIS (rewrite Affected Environment for parks, updated analysis, updated references in the mitigation measures)	2	8								
Update all Parks sections of the CFP including financial analysis	2	6	6	10						
Task 8 Added Scope Total	\$ 4,680	\$ 6,560	\$ 1,050	\$ 1,300	\$ -	\$ 2,700	\$ -	\$ -	\$ -	\$ 16,290
New Task: Park Impact Fee										
Park Impact Fee Analysis (and coordination with TIF)	6	2	45	60	16	4				
Park Impact Fee Adoption Process and Meeting Prep (assumes 2 Planning Commission meetings, 1 Council study session, and 2 1-hour prep coordination meetings with staff)	12	6	14	16						
New Task Total	\$ 4,680	\$ 1,280	\$ 10,325	\$ 9,880	\$ 3,040	\$ 1,080	\$ -	\$ -	\$ -	\$ 30,285
New Task: Traffic Impact Fee Schedule Update										
TIF Schedule update						6	1	8	1	
New Task Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,620	\$ 300	\$ 1,520	\$ 155	\$ 3,595
Total Addendum	\$ 9,360	\$ 7,840	\$ 11,375	\$ 11,180	\$ 3,040	\$ 5,400	\$ 300	\$ 1,520	\$ 155	\$ 50,170



SUBJECT: Approval of the regular council meeting minutes from May 20, 2024

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - May 20, 2024
-

STAFF CONTACT:

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:



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

Staff present: Wilson, Marquez, Steffens, Windish, Kosa, Moericke, Palmer, Raymond, Barry and 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 Pastor David Barnes, Eikon Church

Roll Call: Bitetto, Bowman, Brown, Clerget, Cole, Elfers, and Reinke

COUNCILMEMBER BITETTO AND DEPUTY MAYOR COLE WERE BOTH ABSENT. PER COUNCIL RULES, THE MAYOR WAS NOTIFIED.

MOVED BY ELFERS SECONDED BY REINKE TO EXCUSE COUNCILMEMBER BITETTO AND DEPUTY MAYOR COLE FROM TONIGHT'S MEETING.

PASSED BY VOICE VOTE.

PRESENTATION

Legislative Recap 2024, was reviewed by Communications Director Carmen Palmer and Legislative Lobbyist Bill Clarke

PROCLAMATION

National Public Works Week was read into the record by Public Works Director Michael Kosa

CONSENT AGENDA

MOVED BY BOWMAN SECONDED BY ELFERS TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Resolution No. 1683 - Rejecting All Bids for W-24-04: Wayfinding Signage
2. Resolution No. 1684 - Local & Community Projects Program (LCP) Grant Acceptance
3. 166th Widening & Improvements - Consultant Agreement Supplement
4. Public Works Trust Fund Loan Application Certification
5. Approval of Checks & Electronic Payments in the Amount of [\\$2,468,783.68](#)
6. Approval of the meeting minutes from the May 6, 2024 council meeting, the May 6th special study session and the May 13, 2024, study session

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was none tonight.

REGULAR BUSINESS

1. Unfinished Business

a. Resolution No. 1686 – 2024-2030 Parks & Trails Plan Adoption

MOVED BY ELFERS, SECONDED BY REINKE TO APPROVE RESOLUTION NO. 1686 – 2024/2030 PARKS & TRAILS PLAN ADOPTION

Community Services Manager Derek Barry addressed the Council.

PASSED BY ROLE CALL VOTE.

2. Public Comment

Three individuals espoused anti-Semitic remarks via Zoom.

Nick Biermann Parker Road, citizen involvement

Jerry Yoder, Lake Tapps, electronic charging stations

3. New Business

a. Ordinance No. 2882 – (Revised) Authorizing a Public Works Trust Fund Loan

MOVED BY CLERGET SECONDED BY ELFERS TO APPROVE ORDINANCE NO. 2882 – (REVISED) AUTHORIZING A PUBLIC WORKS TRUST FUND LOAN.

Chief Financial Officer Kassandra Raymond addressed the Council.

PASSED BY ROLL CALL VOTE.

b. Ordinance No. 2887 – Establishing Fund 004 Capital Reserve Fund

MOVED BY REINKE SECONDED BY CLERGET TO APPROVE ORDINANCE NO. 2887 ESTABLISHING FUND 004 CAPITAL RESERVE FUND

Chief Financial Officer Kassandra Raymond addressed the Council.

PASSED BY ROLL CALL VOTE.

c. Ordinance No. 2888 – Establishing Sumner Municipal Code 1.22 “Government Speech”

MOVED BY BOWMAN SECONDED BY REINKE TO APPROVE ORDINANCE NO. 2888 – ESTABLISHING SUMNER MUNICIPAL CODE 1.22 “GOVERNMENT SPEECH”

City Attorney Andrea Marquez spoke on the item.

Nick Biermann commented on the topic.

Council discussion ensued.

PASSED BY ROLL CALL VOTE.

d. Resolution No. 1685 – Ryan House Private Funding

MOVED BY ELFERS SECONDED BY BOWMAN TO APPROVE RESOLUTION NO. 1685 - RYAN HOUSE PRIVATE FUNDING.

City Administrator Jason Wilson addressed the Council.

A number of people shared concerns regarding the Resolution, some provided written comments which are attached to the minutes. Those who commented in person:

Nick Biermann, Sumner
Melody Adams Forstrom, Federal Way
Casey Henderson, Sumner
Amanda Henderson, Sumner
Melissa Fox, Spanaway
John Gamman, Sumner
Amie Rang, Sumner
Todd Dressell, Port Orchard
Tina Burnett, Sumner

After discussion COUNCILMEMBER BOWMAN MOVED TO POSTPONE THE VOTE TO A DATE CERTAIN (JUNE 3RD). SECONDED BY REINKE. COUNCILMEMBER BOWMAN CITED A NUMBER OF ISSUES, INCLUDING THE ABSENCE OF TWO COUNCILMEMBERS FOR HER MOTION.

THE MAYOR THEN CALLED FOR THE VOTE OF POSTPONEMENT UNTIL JUNE 3RD, 2024, REGULAR COUNCIL MEETING.

PASSED BY ROLE CALL VOTE.

4. Reports

a. Council

Councilmembers Clerget, Bowman and Brown had no reports tonight.

Councilmember Elfers provided a Pierce County Regional Council update.

Councilmember Reinke reflected on his first two weeks on the City Council. He ended his comments by thanking citizens who show up and voice their opinions, even when they don't agree, that's what a democracy is for.

b. City Administrator

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- May 27th – Study Session – Cancelled due to Memorial Day
- June 3rd – Regular Council Meeting
 - East Pierce Fire & Rescue Annual Update
 - Resolution Accepting a Department of Commerce Climate Change/Resiliency Grant
 - Resolution approving an Interlocal Agreement with Pierce County of Opioid Settlement Fund Pooling
 - Contract Amendment with Berk Consulting for Comprehensive Plan

Miscellaneous:

- The Sumner/Bonney Lake VFW will be hosting their annual Memorial Day Ceremony at the Sumner Cemetery at 10am. If you would like to help place the flags on Veteran's graves, please meet at the Cemetery on Thursday, May 23rd at 4pm.

c. Mayor

Mayor Hayden had no comments.

5. Executive Session

At 7:52pm, Mayor Hayden adjourned the council meeting into Executive Session, per RCW42.30.100(1)(i)(ii) to discuss with counsel pending or threatened litigation, for a period of 15 minutes. There will be no action to follow. The Executive Session was extended three times, for a total of 25 minutes.

Mayor Hayden reconvened the regular meeting at 8:35pm.

6. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 8:35pm. Councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC City Clerk

Kathy Hayden

From: Ocean Currents Marine Electric, Inc. [REDACTED]
Sent: Sunday, May 19, 2024 12:52 PM
To: Kathy Hayden
Subject: Please save the Ryan House

****EXTERNAL EMAIL****

Dear Mayor Hayden, The 1865 Ryan House is a wonderful historic property in your City, and I encourage your office and the City Council to preserve this structure for future generations. I am the owner of a few historic properties in Washington State, but not one as spectacular as this.

As it has already been accepted for a listing on the National Register of Historic Places, it is of great concern that it is threatened, rather than preserved and celebrated, by the City of Sumner government, as I understand it. In the long view, this cultural resource will be a point of civic pride, historical understanding, and offer a sense of place to our grandchildren.

Please consider preserving the 1865 Ryan House, and pursuing some of the many available strategies for grants and funding.

Thank you,

John T. Munroe

Vice President
Ritzville Motor Co, (since 1914)

Board member
Ritzville Downtown Development Association and the 1937 Ritz Theater

President
Sunset Hill Community Hall, in Ballard, since 1922.

6553 25th Ave NW
Seattle, WA 98117
360-820-3037
john@oceancurrents.biz

Kathy Hayden

From: Melody Adams-Forsstrom <[REDACTED]>
Sent: Monday, May 20, 2024 10:45 AM
To: Kathy Hayden; Barbara Bitetto; Curt Brown; Pat Clerget; Pat Cole; Andy Elfers; Carla Bowman; Greg Reinke
Subject: (To be Voted on May 20, 2024) Response to Resolution re: Ryan House
Attachments: Revision 3 May 15 - Original Draft Ryan House (1).docx

****EXTERNAL EMAIL****

May 20, 2024

Dear Mayor and Councilperson,

This memo concerns the upcoming vote today, Monday, May 20, 2024 re: Ryan House. The statements are all in blue in the attachment. One of the highlights is the following: The amount requested for remodeling - renovating Ryan House should be \$1,285,000. Then divide by five (5) for the 5 phases. Each phase will then be \$257,000. The explanation for that amount is below.

\$2,200,000 (original estimate)

- \$315,000 (Heritage Grant - Good until June 2025, can be extended)
- \$300,000 (Transfer Demolition amount)
- \$300,000 (\$350,000 for catering kitchen. Caterers can pre-prepare and bring food in. \$50,000 would be left for the kitchen.)

\$1,285,000

Using the 5 Phases, $\$1,285,000/5 =$

**\$257,000 New Grand Total (This is for each of
the 5 Phases.**

**If you do it in five phases as discussed below, that would be $\$1,285,000/5 = \$257,000$. This is
a more manageable amount.**

I would recommend five (five) phases for fundraising and renovating Ryan House.

- Phase 1 - Revisit cost of renovating, Plan renovation, prepare the schedule and budget.
- Phase 2 - Replace or repair roof, if needed. Repair foundation as needed.
- Phase 3 - Renovate the kitchen (to be authentic of its time), not commercial. Renovate the original cabin.
- Phase 4 - 1st Floor - Remodel the 1st floor of Ryan House.
- Phase 5 - Upper floors - Remodel the upper floors of Ryan House.

Kind regards,

\$2,200,000

- **315,000** (Heritage Grant (Good until June 2025, can be extended)
- **300,000** (Demolition amount)
- **300,000** (\$350,000 kitchen allocation. Don't make a catering kitchen.
Caterers can pre-prepare and bring food in. \$50,000 left for kitchen.)

\$1,285,000

\$1,285,000/5 Phases =

\$257,000 New Grand Total

- Phase 1 - Revisit cost of renovating, Plan renovation, prepare the schedule and budget.
- Phase 2 - Replace or repair roof, if needed. Repair foundation as needed.
- Phase 3 - Renovate the kitchen (to be authentic of its time), not commercial. Renovate the original cabin.
- Phase 4 - 1st Floor - Remodel the 1st floor of Ryan House.
- Phase 5 - Upper floors - Remodel the upper floors of Ryan House.

Remove "and improve Lucy V. Ryan Park".

Section 2. Intent. This resolution is merely intended to convey the Council's intent to comply with the Pierce County Superior Court's order and convey is willingness to provide the public who desire to save the Ryan House until December 1, 2024 to engage in private fundraising efforts while the City engages in the Comprehensive Plan amendment process, without the fear of demolition and is not intended to be binding or final land use decision.

Add after fundraising, "and obtaining grants."

Section 3. Corrections by City Clerk or Code Revisor. Upon approval of the City Attorney, the city clerk and the code revisor are authorized to make necessary corrections to this resolution, including, but not limited to the correction of clerical errors, or references to other local, state, or federal laws, codes, rules, or regulations.

Section 4. This resolution shall become effective immediately upon adoption. Passed by the City Council and approved by the Mayor of the city of Sumner, Washington, at a regular meeting thereof this _____ day, of _____ 2024.

ATTEST

City Clerk Michelle Converse

Mayor Kathy Hayden

APPROVED AS to FORM:

City Attorney Andrea Marquez

Resolution No. _____
City of Sumner, Washington

A resolution of the City Council of the City of Sumner, Washington, expressing an intent to temporary toll the effectiveness of Resolution 1663 while the City completes the Comprehensive Plan Amendment Process.

Whereas, for brevity, the City Council here by incorporates the recitals from Resolution 1663 as if fully set forth herein; and

Whereas, between 2018 and 2023 City staff spent significant time and effort applying for and compiling grant funds to apply to the preservation and renovation of the Ryan House; and

Whereas, when estimates to repair the home exceeded the available grant funding, and when certain grant funds were nearing expiration, the City Council made the difficult decision, through Resolution 1663, to pivot from preserving the Ryan House structure, and instead focus on creating Lucy V. Ryan Park.

Remove, “nearing expiration”, The Heritage Fund in the amount of \$315,000 is still available until June 2025 and can be extended.

Whereas, in October 2023, the “Save our Sumner Committee” and Nancy Ryan Dressel filed two lawsuits against the City: one before the growth management hearing board that was dismissed for lack of standing and one in the Pierce county Superior Court that resulted in the revocation of the City’s issued demolition permit; and

Whereas, promptly upon being served with the lawsuits, the City agreed to toll all demolition activities while the legal processes played through; and

Whereas, Judge Rumbaugh of the Pierce county Superior Court opined that the City’s issuance of a demolition permit conflicted with certain policies and goals contained in its Comprehensive Plan, and that before choosing demolition, the City must go through the process to modify its Comprehensive Plan, including engaging the public on all proposed amendments consistent with the City’s adopted public participation plan; and

Whereas, the city is fully committed to strict compliance with the courts order and

Whereas the city is currently working through the 2024 update to its Comprehensive Plan and all the component plans, including the Parks and Trail plans; and

Whereas, through this process, the public has and will have a variety of opportunities to comment, including two open houses; public hearings before the Planning Commission and Council, both accepting comments in person or in writing; open written comment periods; coffee at the Senior Center with the mayor; public comment period at Council meetings; individual meetings with City staff; emails and phone calls; and

Whereas no matter what the outcome of the Comprehensive Plan process, the issue of lack of funding for this project, the sole driving factor of Resolutions 1663, still remains; and

Whereas, this resolution is intended to acknowledge that the City Council is listening to those members of the public, including the separate group, Save the Ryan House, who have repeatedly requested time to engage in private fundraising efforts geared towards saving and preserving the Ryan House structure; and

Whereas, since resolution 1663 was passed in September, the City staff and officials have repeatedly, publicly conveyed the City’s willingness to accept private donations that could change the projects direction again; and

After “donations” add “and grants”.

Whereas members of the public have blamed lack of private donations on a number of factors, including lack of a solid dollar figure and the threat of demolitions; and

Whereas it appears members of the public continue to insist on focusing on intent and desire to keep the building, which has never been in question, as a major distraction from the need of raising the lacking funding from the private sector; and

The phrase, “which has never been in question” should be removed as City Council voted in September 2023 for Demolition of Ryan House.

Whereas, this resolution is tended to focus any public efforts back to the issue of funding, and clarify any misperceptions arising from the claims and rumors circulating, social media and public comment, and

The sentence should end at “funding. “and clarify any misperceptions arising from the claims and rumors circulating, social media and public comment” should be removed. It is an untrue statement and unprofessional.

Whereas the City agrees, consistent with the Pierce County Superior Court order, to temperately toll the effectiveness of Resolution 1663 while strictly complying with a mandatory pause on all demolition activities and the Comprehensive Plan Amendment processes, including its public engagement options, are fully complete; and

Whereas, during the pause, the City Council encourages member of the common public who desires to save the Ryan House to both participate in the Comprehensive Plan amendment process and properly and legally organize efforts to raise at least Two Million Two Hundred Thousand Dollars (\$2,200,000) to be divided in five (5) Phases; and

Please change Two Million Two hundred Thousand Dollars (\$2,200,000) to “one million two hundred eighty-five thousand dollars (\$1,285,000)”. Then divide this amount by the five (five Phases) so the amount would be \$257,000 for each Phase.

\$2,200,000

315,000 (Heritage Grant (Good until June 2025, can be extended)

- **300,000** (Demolition amount)

- **300,000** (\$350,000 kitchen allocation. Don’t make a catering kitchen.
Caterers can pre-prepare and bring food in. \$50,000 left for kitchen.)

\$1,285,000

\$1,285,000/5 Phases =

\$257,000. New Grand Total

- Phase 1 - Revisit cost of renovating, Plan renovation, prepare the schedule and budget.
- Phase 2 - Replace or repair roof, if needed and repair the foundation as needed.
- Phase 3 - Renovate the kitchen (to be authentic of its time), not commercial. Renovate the original cabin.
- Phase 4 - 1st Floor - Remodel the 1st floor of Ryan House.
- Phase 5 - Upper floors - Remodel the upper floors of Ryan House.

Whereas, it is not the intent of the City Council to expend any additional city staff time or resources to apply for or obtain grant funding for the Ryan House; and

Please remove “not” and “any additional”. In a show of good faith, City staff and resources should be made available for obtaining grant funding for Ryan House.

Whereas, if the City receives, no later than close of business on December 1, 2024 a private donation check in the amount of no less than two million two hundred thousand dollars (\$2,200,000) in accordance with its Donation Acceptance Policy, including no conditions upon the money, except that they be expected to preserve the Ryan House structure or any portion thereof, the City Council agrees to discuss at a future Council meeting, the possible rescission of Resolution 1663; and

Add after, “private donation check” add “and grants”.

Please change Two Million Two hundred Thousand Dollars (\$2,200,000) to “one million two hundred eighty-five thousand dollars (\$1,285,000)”. Divide this amount by five (5) to reflect the 5 Phases. It would then be \$257,000 for each Phase.

\$2,200,000

- **315,000** (Heritage Grant (Good until June 2025, can be extended)
- **300,000** (Demolition amount)
- **300,000** (\$350,000 kitchen allocation. Don’t make a catering kitchen.
Caterers can pre-prepare and bring food in. \$50,000 left for kitchen.)

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- Phase 4 - 1st Floor - Remodel the 1st floor of Ryan House.
- Phase 5 - Upper floors - Remodel the upper floors of Ryan House.

Whereas, if private fundraising efforts are successful, and only if most of the council determines if appropriate to rescind Resolution 1663, the mayor will recommend that the City contribute \$300,000 that was otherwise allocated for demolition to be re-purposed for securing preserving and or renovating the Ryan House; and

Add after fundraising, add “and obtaining grants”.

Remove, “and only if a majority of the council determines if appropriate to rescind”. Replace after 1663, “will be rescinded.”

Whereas, the City Council cannot accept any portion of that mount and or any pledges promises, volunteer time or chance to donate in lieu of actual funding, given the uncompromising financial demands of any potential renovation project and

Whereas, the council cannot extend the deadline due to the safety structure and the City's need to address those dangers, following the same standards to which the City would hold any other property owner of a dangerous building; and

Whereas, it is important that any donors understand that any donation is just that, and will not be construed in anyway, as acquiring any right, title, interest, or control of the property or special access to the property or any portion of the property; and

Whereas, the council and chance that this public, formal clarification, help support enthusiasm for the community's private fundraising efforts to save the house, and those future efforts be contacted positively and a spirit of partnership with the city. The council hopes this expression of intent, informal pause tempers the continuation of inaccurate rumors or accusations aimed at City staff, Council, consultants, and volunteers; and

Remove "The council hopes this expression of intent, informal pause tempers the continuation of inaccurate rumors or accusations aimed at City staff, Council, consultants, and volunteers; and"

The statement is untrue and unprofessional.

Whereas, nothing here in is intended to contradict or otherwise circumvent the Courts order revoking the demolition permit, nor is it intended to take any position that would contradict any goal, policy or vision outlined in the City's Comprehensive Plan; and

Whereas, is the City's Council intent that if the City is not provided with private fundraising funds as outlined above, no later than December 1, 2024, Resolution 1663 temporary tolling as intended herein shall at the time of the adoption of the updated Comprehensive Plan.

Add after funds, "and obtaining grants".

Now, therefore, be it resolved by the city council of the city of Sumner, Washington as follows:

Section 1. The City Council of the City of Sumner has determined that the Ryan House building located at 1228 Main St. in Sumner, Washington, and donated to the city in 1926, is in a condition that renders it unfit for human occupancy, would require renovations and rehabilitation that exceed available City funding sources, but hereby agrees to temporary toll the effectiveness of resolution 1663 expression of intent to demolish the structure until the City's Comprehensive Plan update process is complete and further agrees to display for discussion on a future City Council meeting agenda, the possibility of rescinding resolution 1663 only if the public provides the City with a check in the amount of no less than \$2,200,000 by December 1, 2024 with the condition that the funds be used by the city to preserve the Ryan house and improve Lucy V Ryan Park. Should the funds fail to be privately raised by the date outlined herein, this resolution shall sunset and the temporary tolling of Resolution 1663's provisions shall cease such that it shall remain in full affect without any further action by Council.

Please change Two Million Two hundred Thousand Dollars (\$2,200,000) to "one million two hundred eighty-five thousand dollars (\$1,285,000)". This amount is then divided by five (5) for the 5 Phases. This is \$257,000 for each Phase.

Kathy Hayden

From: David Burns [REDACTED]
Sent: Sunday, May 19, 2024 11:57 PM
To: Kathy Hayden; Barbara Bitetto; Curt Brown; Pat Clerget; Pat Cole; Andy Elfers; Carla Bowman; Greg Reinke
Subject: Ryan House - Proposed Resolution 1685

****EXTERNAL EMAIL****

Re: Proposed Resolution 1685

Dear Mayor Hayden and Sumner City Council members,

I currently reside on 14th Ave Ct E. Puyallup, WA but was raised at 313 Wood Avenue Sumner, WA in the house now known as Maple Lawn Farm located kitty-corner across Wood Avenue from Maple Lawn Elementary School where my father, Jack Burns, was the first principal of Maple Lawn and my mother a nurse at the Puyallup Clinic. I attended Maple Lawn, Sumner Jr. High and graduated from Sumner High School as did my youngest daughter.

Throughout my youth, I watched, and sometimes helped, my mother and father renovate that house room by room, wall by wall, sometimes board by board, from just above the basement to just below the attic. And I remember the repairs required after the Columbus Day storm all those years ago.

The major lessons I took away from those days and watching that progress is that 1. If you really want something it starts with the commitment to make it happen regardless of what it takes, 2. Be flexible, be creative, and be open to suggestions. Many times, there is more than one way to achieve the same result, 3. If something breaks you fix it if you can, you don't just give up and throw it away at the first sign of trouble. Giving up is a last resort, 4. You don't try to solve a big problem all at once. You break it down into manageable pieces but keep your eye on the overall goal.

I'd like to commend the City Council for its initial efforts to save the Ryan House and understand the frustrations and challenges behind your decision for demolition but feel you might have given up too quickly and without exploring all options. I'm pleased to see that now you are opening up to the community to see if there might be a way to complete this important project after all. But enough commentary.

I would like to submit a counter proposal to the proposed Resolution 1685 to be presented to the city council.

First is that the structural assessment of the Ryan House begun in the Spring of 2023 be completed with special attention on the Victorian Farmhouse as the majority of the most significant issues were found in the Cabin and Kitchen and not in the Victorian Farmhouse. Until this is completed, any dollar amounts stated for required repairs are based on assumptions not facts. The current assumption is that if a condition is found in one area all areas must be in the same condition, or worse. The exact opposite might be true, the worse condition may have already been identified. [Reference the City council Meeting 9/18/23]

Second is that we stop looking at this as if it's a mountain and take it one step at a time. Bite size pieces as they say. I propose a 'Phased Approach'.

Phase One: Victorian Farmhouse Renovation – Present to December 2024

1. Temporarily secure the Pioneer Cabin and Kitchen to prevent access during the Farmhouse Renovation.
2. Private funding of \$700,000 dollars (See Note 3) must be raised by December 31, 2024. The City will then allocate the additional \$300,000 that was initially allocated for demolition in addition to refileing for the initial public grants contingent upon obtaining the required private funding (See Note 1 and Note 2).
3. Once funding is available, begin renovation of the Victorian Farmhouse portion of the Ryan House.
4. Upon completion of the Victorian Farmhouse renovation, it will be opened for use by the Sumner Historical Society for public use. The Pioneer Cabin and Kitchen wings will remain closed to the public until completion of the remaining restoration work is completed.

Phase Two: Pioneer Cabin Renovation – To begin [Date to be determined].

1. During the renovation of the Farmhouse, complete/review the renovation studies to determine costs of renovation or replication of the Pioneer Cabin (See note 4)
2. Based on which option is deemed most feasible, determine financial needs of additional grants and private funding.
3. Determine the dollar amount and required date of Private funding dollars that must be raised for the restoration of the Cabin based on fact-based estimates. The City will file for public grants contingent upon obtaining identified additional private funding (See Note 1 and Note 2).

Phase Three: Kitchen Renovation – To begin [Date to be determined].

1. During the renovation of the Cabin, complete/review the renovation studies to determine costs of renovation or replication of the Kitchen (See Note 4).
2. Based on which option is deemed most feasible, determine financial needs of additional grants and private funding.
3. Determine the dollar amount and required date of Private funding dollars that must be raised for the restoration of the Kitchen based on fact-based estimates. The City will file for public grants contingent upon obtaining identified additional private funding (See Note 1 and Note 2).

Phase Four: Property Renovation – To begin January 2027

1. Upon completion of the Kitchen Renovation, the city will proceed with the Lucy V. Ryan Park as previously planned and funded under the City Comprehensive Plan (See Note 5).

Notes:

1. Success will only be realized if the city and its citizens work together and both parties are held accountable. Each has to have 'skin in the game', the city to acquire the available Grants and public funds and the citizens to obtain additional funds that are needed. Either one of these

fund sources cannot assure success separately so verbiage such as 'will consider' or 'will discuss' or 'possibly' are not acceptable. Firm 'Commitments' must be given by both parties. In addition, the agreement between the city and its citizens must also include a contingency plan of what becomes of the acquired funds should renovation of the Ryan House not be achieved and if it is completed what becomes of any excess funds.

2. A 'Phased' approach to the renovation of the Ryan House and Lucy V. Ryan Park would spread the required expenses over a more reasonable time frame and lessen the initial impact upon the citizens wanting to donate to save The Ryan House and its historical importance to the community. As the initial WJE assessment identified the worse conditions are located in the Cabin and Kitchen areas, renovation of the Victorian Farmhouse would seem to be the area to first concentrate restoration efforts at lower costs and have a better chance at successful completion.

It would also allow for the potential lowering of inflation rates, reducing overall costs, and would present an opportunity for additional funding to become available over a longer period of time.

3. The amount of \$700,000 is based on the estimated cost shown in the "Options" Slide from the September 18, 2023 Council meeting, in particular 'Option 1: Full Rehabilitation – Keep County/State grants, est. \$1.1M short' and Option 2: Keep Farmhouse – Possible to keep some grants, est. \$400,000-\$1.2M short'.

Additional slides showed structural issues located in the Cabin and Kitchen and only Asbestos removal required in the Farmhouse (Abatement completed June 7th – June 9th, 2023) with no structural issues reported to the council.

Since the WJE assessment was never completed and construction bids never filed, actual costs cannot be quoted so the lower estimate cost to rehabilitate the Farmhouse (\$400,000) plus an additional \$300,000 shown in good faith for the continuation of rehabilitation of the Cabin and Kitchen were used with stipulations that complete assessments of remaining structures be completed and estimated costs submitted for the remaining structures before construction would begin in those areas.

4. The Title and Deed stipulate no 'new' construction or adding on to the existing structure is allowed; however, it does not state that renovation or replication of the existing structure is prohibited as long as the structure "shall be of the old English residential style, following if practical, or as nearly as possible, the contour of the old house".
5. Of particular interest to be considered for the long term City Comprehensive Plan, the Quit Claim Deed dated May 18, 1979, also states "This provision shall not apply to or prohibit the construction of buildings, to be located only on the Southwest portion of the property, to be used for or in connection with the above specified purposes." This allows the City the opportunity to expand the use of the property for items such as meeting rooms, community center, gazebos, public restrooms, etc. as deemed fitting and appropriate to the wishes of the family.

Thank you for your consideration,

David K. Burns

Kathy Hayden

From: Carol Myers [REDACTED]
Sent: Sunday, May 19, 2024 5:17 AM
To: Kathy Hayden; Barbara Bitetto; Curt Brown; Pat Clerget; Pat Cole; Andy Elfers; Carla Bowman; Greg Reinke
Subject: Ryan House

****EXTERNAL EMAIL****

Dear Mayor Hayden and Council,

As council deliberates the future of the Ryan House, I'd like to encourage a collaborative and cooperative public/private approach. When public and private work together more can be accomplished than either can do alone.

Where I live, in Holland, Michigan, public/private partnerships have enabled a number of civic projects, for example: a new park, renovation of the civic center, restoring the sandstone museum exterior, and now development of an 11 million dollar ice rink complex. There is power in public/private initiatives.

Helpful steps to consider:

- 1) Approach original grantors to ascertain if the terms of the renovation grants can be modified or extended to allow time for private funding from the public to be secured;
- 2) Seek a second opinion to assess the needed work;
- 3) Put the necessary modifications out for competitive bid;
- 4) Commit now to renovation if necessary funds, grants and donations together, are secured; such a commitment, conditional on funding success, is essential to raise funds;
- 5) Allow a year for private fund raising for the difference between grants and cost because time is required for major fund raising of this size;
- 6) If funds are secured, proceed with renovation; if adequate funds are not secured, then proceed with developing the Lucy V. Ryan park.

Such an approach, open and transparent, would allow the public a true opportunity to work to save Ryan House. It's reasonable to combine the grants the city secured with private funds. Such a broad process would answer concerns about how costs have been determined. If Ryan House is then lost, it would be because there wasn't the public will to save it.

The Ryan House has long been a well-loved landmark right on Main Street. It is the most visible piece of Sumner's history. It would be a shame to lose it without exhausting every possibility to maintain and renew it for the benefit of Sumner's citizens.

Earlier I'd written with suggestions for the park. However, that was before it was clear that there is serious public interest in saving Ryan House. Please give the public a fair opportunity to be a part of the process.

Thank you for your consideration,

Carol Peterkin Myers
Great-granddaughter of Lucy V. Ryan

May 20, 2024

Mayor Kathy Hayden
City of Sumner
[sent via email]

Re: Resolution No. 1685 – Ryan House

Dear Mayor Hayden and Members of the Council,

On behalf of the Washington Trust for Historic Preservation, I am writing today regarding the historic Ryan House, a significant residential structure representing Sumner's early settlement period and a resource listed in the National Register of Historic Places. Please include this letter in the public record for the May 20, 2024 City Council Meeting.

Earlier this year, the Washington Trust notified the City of Sumner of our inclusion of the Ryan House in our Most Endangered Places Program. Inclusion in the program was prompted by the city's Resolution No. 1663, directing city staff to initiate the process for demolition of the Ryan House. Given the significance of the resource, the high level of integrity, and the fact that relatively few residential structures from this era remain statewide, the Washington Trust believes demolition should be avoided at all costs and strongly encourages the city to re-initiate efforts to rehabilitate the Ryan House for continued public benefit and use.

Resolution No. 1685 is in front of the City Council for consideration. The Washington Trust applauds the City Council for expressing a willingness to consider independently led actions to save the Ryan House. Yet, we also would like to point out several concerns we have with the current version in front of the Council:

- The resolution notes a sum of \$2,200,000 be provided in cash to the city, with no provision for pledges or project phasing. Rehabilitation projects often require phasing to implement, which results in accessing certain grant programs or sources of funding more than once. We encourage the Council to integrate a phased approach in the resolution, with a provision that allows the building to remain provided enough funds can be raised to address immediate safety concerns the city has identified. It is unrealistic to think a sum of \$2,200,000 can be raised in such a short timeframe. Rather, we encourage the city to set several milestones, the first addressing safety.
- The resolution provides a deadline of December 1, 2024 for independent actors to provide the full \$2,200,000 in funding. While we appreciate the consideration of

additional time prior to demolition proceeding, the reality is Resolution No. 1663 calling for demolition of the Ryan House is on pause given the court order. City compliance with the court order will require full updates to the city's comprehensive plan. As we understand it, the timeline for this process will last very near to December 1, 2024, if not beyond. As such, the city is really not providing any additional grace period for the Ryan House, given that it will likely take until early winter 2024 to be in compliance with the court order.

- The resolution makes no mention of grant funds the city has secured through the Washington State Historical Society's Heritage Capital Projects Fund. The opportunity exists to re-assign these funds to another entity, provided the funds are used for the same intent. As the city has indicated its intent to decline these funds, we encourage the city to support re-assignment to an eligible entity, should one step forward meeting all the program criteria. This may require a nominal amount of staff time to facilitate, and we hope the city will be willing to engage as needed if re-assignment of Heritage Capital Project grant funds proves to be feasible.

In short, we encourage the Sumner City Council to listen to public comment on this matter and institute changes to Resolution No. 1685 prior to approving its passage (if approved at the May 20 council meeting, approval will have occurred without the opportunity for public comment to inform the content of the resolution). We believe the resolution as written does not provide a feasible opportunity for rehabilitation of the Ryan House by independent actors. Thank you for the opportunity to comment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Moore".

Chris Moore
Executive Director

Michelle Converse

From: Julie Norris [REDACTED]
Sent: Monday, May 20, 2024 3:40 PM
To: Kathy Hayden; Barbara Bitetto; Curt Brown; Pat Clerget; Pat Cole; Andy Elfers; Carla Bowman; Greg Reinke
Cc: Jason Wilson; Carmen Palmer; Michelle Converse
Subject: Resolution No. 1685: comments for 5/20/24 Council meeting

****EXTERNAL EMAIL****

I'm a 30+ year resident of Sumner. These are some quick thoughts and comments I have regarding the proposed Resolution No.1685 for the Ryan House to be discussed at tonight's Council meeting. I've tried to be brief, and am out of time so I'm just sending it on. I do believe in the importance of history overall but believe this to be a unique situation.

My comments:

- The major issues have not changed. The house was determined to be beyond repair and costs to renovate are too high. The house is red-tagged and deemed too dangerous to enter or for firefighters to save if something happens. Funding is not available. I'm concerned that the proposed amount of \$2,200,000 might be too low, given all the unknowns re actual costs and potential additional structural failures. If that money were raised, work proceeded, and there were overruns, who would be responsible for additional payment? The citizens of Sumner?
- City staff and Council have already spent much time on this. No further time should be spent at this point, as that impacts work and time needed for other issues. Everything was clearly, completely explained at the recent presentation re the Ryan House to the City Council. This includes grant options.
- Those seeking to renovate the house do not represent all citizens of Sumner. The Save Our Sumner group and Nancy Ryan Dressel and the Sumner Historical Society (SHS) and its Save the Ryan House committee have attained their initial goal: demolition is paused and they have a window in which to raise funding. It's time for them to step up and find the funding.
- I've not seen any recent actions by these groups to raise funds. Previously, there were constant calls for donations. The focus now instead seems to be on publicity, vitriol, and telling the city how they think it should proceed. This includes particular calls for grants, which I think continues to show a lack of understanding in how grants work. These seem like delay tactics. Ultimately, I think they're expecting to bully the city into paying for everything.
- I've seen comments that to me indicate that the SHS and others are assuming they would move their collections out of storage and back into the house if restoration came to fruition. At the same time, most statements and work focus on "saving the house" and that "there aren't

buildings of that time anymore” and the like. I think these are two distinct items. Restoring the house is one. Assuming the SHS will just move back in and fill up the house again is quite another. There really needs to be clarification for this. The house has been closed most of the time in the 30+ years I’ve lived here, so all this current interest is a bit surprising, to say the least.

- The groups and individuals seeking to restore the house continue to denigrate city staff and the Council, and have all along. No steps have been taken to try and stop such activity. The audacity to now demand cooperation when they’ve acted in such a confrontational manner defies belief. It’s unfortunate that it’s deemed necessary to add a clause to this resolution to address that. To me, it indicates the importance and severity of what has transpired. In working on this over the past few months, the competence and professionalism of all city staff etc. continue to impress me. All anyone has to do is read through all the materials posted on the city’s Ryan House page to see how much work has gone into this and how comprehensive and well-done everything is. I’m concerned about staff and Council morale. I’m worried that our wonderful staff might leave, that Council members might resign, and I think this could impact recruitment efforts in the future.

If the city capitulates to the demands of a few, only this small group of citizens and outsiders will receive benefit. The entire citizenry will be impacted. Perhaps no funding would be in the budget for something else as a result. Staff time might be diverted from something else. If costs would exceed funding raised, then that could be a drain on the city in multiple ways. It’s time for the pro-renovation groups and interested parties to step up and find private funding, which is what they sought.

This isn’t Ryan House City. It’s the City of Sumner, a small but growing community with a limited budget and a range of issues and concerns requiring staff time and attention. Tremendous worthwhile effort was expended in trying to save the house (and thank you to those that worked so diligently on this!), but it’s time to stop spending time and money on this and move forward.

Thank you,
Julie Norris

May 20, 2024

Dear Councilmembers,

I have attended many City Council meetings out of concern for maintaining the heritage sites related to the pioneers who founded Sumner. The Ryan House represents an important piece of the State of Washington's history, so this topic is larger than simply the City of Sumner.

I feel that Sumner is erasing its history. This is evident in "Heritage Park" and the removal of the water feature with plaques representing the founding families. My family, the Woolerys, played an important part in establishing Sumner. Now the memorial containing the Woolery family name as well as many others no longer exists. I have been unable to find any official plans to replace the water feature which is concerning. The Longmire pioneer party built the culture of Sumner. To date, there is no representation of these families anywhere in the city.

Please accept these comments submitted in reference to Proposed Resolution 1685 set to come before the full City Council during the Council meeting on Monday, May 20, 2024.

1. I strongly suggest amending the resolution as written so that it sets a more cooperative tone acting in good faith with members of the community. This currently proposed resolution contains a number of clauses with unnecessary phrases that set an adversarial tone and can be removed without harming the intent of the resolution. These lines are crossed out in the recommended revision in the attached document.
2. The City never received an exact bid for the cost of the work. Instead, we have a \$2,200,000 estimate of the project cost provided by the WJE study. Keep in mind that this estimate includes \$350,000 to upgrade the kitchen to a full-service catering kitchen for events. Removing the kitchen upgrade—or postponing it to a later date—can further lower the immediate cost of the Ryan House project and reduce the amount needed from short-term private fundraising.
3. The proposed resolution omits state-level grant funds from the Heritage Capital Project that have already been awarded to the City of Sumner. The specific amount of more than \$300,000 has been allocated for use in the Ryan House project. This amount remains in the state budget and is available to use through June 30, 2025. These funds can be used for "soft costs" like design and planning, not solely for construction. If not, will this money simply go unclaimed and unused by the City? These dollars cannot be used for any other project and will be wasted if the City does not use them.
4. The resolution should identify the bare minimum amount that the City needs in-hand in order to proceed with the Ryan House project and set a threshold for private fundraising accordingly. If the Heritage Capital Project grant funds are to be used, the HCP requires 75% of the cost of the project, including the 2:1 matching portion, to be in-hand first before the project can proceed. Public fundraising efforts can focus on this threshold rather than delivering a check for the entire cost of the project all at once.

5. Further note that the structure referred to as the Ryan House is actually a complex made up of three different building components, and the primary concerns for structural integrity are focused in two specific parts of the entire complex: the kitchen and the original one-room cabin, not in the farmhouse out front. The work to abate these hazards can be completed first, and short-term fundraising efforts can be focused on the work initially needed for this hazard abatement before proceeding with further restoration.
6. The resolution should further note that the Ryan House restoration project can proceed in phases, with fundraising continuing to take place while the project is underway. The City can also apply for additional grants that may become available in the future, including but not limited to additional Heritage Capital Project funds that may become available depending on the total project cost.

The City Council and interested citizens must come together in any scenario related to The Ryan House. This is integral to form a strong community.

Regards,

Melissa E. Fox

**RESOLUTION NO. 1685
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, EXPRESSING AN INTENT TO TEMPORARILY TOLL THE EFFECTIVENESS OF RESOLUTION 1663 WHILE THE CITY COMPLETES THE COMPREHENSIVE PLAN AMENDMENT PROCESS.

WHEREAS, for brevity, the City Council hereby incorporates the recitals from Resolution 1663 as if fully set forth herein; and

WHEREAS, between 2018 and 2023, City staff spent significant time and effort applying for and compiling grant funds to apply to the preservation and renovation of the Ryan House; and

WHEREAS, when estimates to repair the home exceeded the available grant funding and when certain grant funds were nearing expiration, the City Council made the difficult decision, through Resolution 1663, to pivot from preserving the Ryan House structure and instead focus on creating Lucy V. Ryan Park;

> In the above clause, please acknowledge the City still has access to approx. \$300,000 from the Heritage Capital Grant, which has been allocated in the State Budget through June 30, 2025 for Sumner to use on the Ryan House Project. Also acknowledge that soft costs of planning and design are covered by the HCP, and that additional HCP funds can be pursued by the City in the future.

WHEREAS, in October 2023, the “Save our Sumner Committee” and Nancy Ryan Dressel filed two lawsuits against the City: one before the Growth Management Hearings Board that was dismissed for lack of standing, and one in the Pierce County Superior Court that resulted in the revocation of the City’s issued demolition permit; and

WHEREAS, promptly upon being served with the lawsuits, the City agreed to toll all demolition activities while the legal process played through; and

WHEREAS, Judge Rumbaugh of the Pierce County Superior Court opined that the City’s issuance of a demolition permit conflicted with certain policies and goals contained in its Comprehensive Plan, and that before choosing demolition, the City must go through the process to modify its Comprehensive Plan, including engaging the public on all proposed amendments consistent with the City’s adopted public participation plan; and

WHEREAS, the City is fully committed to strict compliance with the Court’s order; and

WHEREAS, the City is currently working through the 2024 update to its Comprehensive Plan and all of the component plans, including the Parks & Trail Plan; and

WHEREAS, through this process, the public has and will have a variety of opportunities to comment including two open houses; public hearings before the Planning Commission and Council, both accepting comments in person or in writing; open written comment periods; coffee at the Senior Center with the mayor; public comment period at Council meetings; individual meetings with City staff; emails and phone calls; and

WHEREAS, no matter what the outcome of the Comprehensive Plan process, the issue of lack of funding for the project, the sole driving factor of Resolution 1663, still remains; and

WHEREAS, this resolution is intended to acknowledge that the City Council is listening to those members of the public, including the separate group Save the Ryan House, who have repeatedly requested time to engage in private fundraising efforts geared towards saving and preserving the Ryan House structure; and

WHEREAS, since Resolution 1663 was passed in September, the City staff and officials have repeatedly, publicly conveyed the City's willingness to accept private donations that could change the project's direction again; and

~~**WHEREAS**, members of the public have blamed lack of private donations on a number of factors including lack of a solid dollar figure and the threat of demolition; and~~

~~**WHEREAS**, it appears members of the public continue to insist on focusing on intent and desire to keep the building, which has never been in question, as a major distraction from the core need of raising the lacking funding from the private sector; and~~

~~**WHEREAS**, this resolution is intended to focus any public efforts back to the issue of funding and clarify any misperceptions arising from the claims and rumors circulating social media and public comment; and~~

> The paragraphs above do not represent appropriate content for a Resolution and should be removed. The language is commentary, not relative to the topic addressed.

WHEREAS, the City Council agrees, consistent with the Pierce County Superior Court order, to temporarily toll the effectiveness of Resolution 1663 while strictly complying with the mandatory pause on all demolition activities until the Comprehensive Plan Amendment processes, including its public engagement options, are fully complete; and

WHEREAS, during this pause, the City Council encourages members of the public who desire to save the Ryan House to both participate in the Comprehensive Plan amendment process and properly and legally organize efforts to raise at ~~least Two Million Two Hundred Thousand Dollars (\$2,200,000)~~ dollars; and

> Subtract from \$2,200,000 any dollar amount the City can contribute to this effort, including but not limited to:

Existing (and future) HCP grant funds: Approx. \$300,000 (+ estimated \$418,000)

Funds currently allocated to building demolition \$300,000

Also note that the city has not received a bid for the project and the \$2,200,000 is one estimate of the cost of the work. Further note that the estimate for \$2,200,000 includes upgrading the existing kitchen to a full-service catering kitchen at a cost of up to \$350,000. The catering kitchen can be removed from the scope of the project without harming the integrity of the historic Ryan House building.

~~WHEREAS, it is not the intent of the City Council to expend any additional City staff time or resources to apply for or obtain grant funding for the Ryan House; and~~

> Save the Ryan House would like to work with the City in the spirit of cooperation. Instead of placing an ultimatum on the public to raise all the funds without contribution from funds already allocated by City, it would be more useful to define the extent, however limited, to which the City is willing to work with the public to use existing grants and funds already at the City's disposal.

~~WHEREAS, if the City receives, no later than close of business on December 1, 2024 a private donation check in the amount of no less than Two Million Two Hundred Thousand Dollars (\$2,200,000) (the threshold for this amount should focus on the bare minimum needed to abate safety concerns and reopen the Ryan House) accordance with its Donation Acceptance Policy, including no conditions upon the money except that they be expended to preserve the Ryan House structure or any portion thereof, the City Council agree to discuss at a future Council meeting, the possible rescission of Resolution 1663; and~~

> The above clause reads as an ultimatum, not a partnership. If the City contributes approx. \$300,000 from demolition and another \$300,000 from the HCP grant, and also reduces the project cost by \$350,000 by removing the catering kitchen, the public can be asked to raise \$1,250,000 instead of \$2,200,000.

~~WHEREAS, if private fundraising efforts are successful, and only if a majority of the Council determines it appropriate to rescind Resolution 1663, the Mayor will recommend that the City contribute Three Hundred Thousand Dollars (\$300,000) that was otherwise allocated for demolition to be repurposed to securing, preserving and/or renovating the Ryan House; and~~

> If the City is willing to commit this \$300,000 for demolition, then it should be removed from the amount the public is asked to raise.

~~WHEREAS, the Council cannot accept any portion of that amount and/or any pledges, promises, volunteer time or intents to donate in lieu of actual funding, given the uncompromising financial demands of any potential renovation project; and~~

>The above clause is an unnecessary restriction. The City should remain open to receiving future grant funds from sources that may be unknown at this time.

~~WHEREAS, the Council cannot extend the deadline due to the safety risks posed by the structure and the City's need to address those dangers, following the same standards to which the City would hold any other property owner of a dangerous building; and~~

> This blanket claim that the entire Ryan House complex is unsafe is not true, and the specific safety hazards should be explicitly identified in this resolution. Then the public can focus fundraising efforts on the bare minimum amount of work needed to abate the immediate safety concerns first and allow the rest of the project to proceed. The project can be portioned in phases that first abate the safety hazards, focus on reopening the Ryan House to the public, and finish the remaining portions of restoration while fundraising and grant-writing efforts continue beyond December 1, 2024.

WHEREAS, it is important that any donors understand that any donation is just that, and will not be construed in any way as acquiring any right, title, interest or control of the Property or special access to the Property or any portion of the Property; and

WHEREAS, the Council intends that this public, formal clarification help support enthusiasm for the community's private fundraising efforts to save the house and those future efforts be conducted positively and in a spirit of partnership with the City. ~~The Council hopes this expression of intent and formal pause tempers the continuation of inaccurate rumors or accusations aimed at City staff, council, consultants and volunteers; and~~

>If this document is intended to convey a spirit of partnership with the community, then it should be written as such. The addition of unnecessary commentary within this document sets a adversarial tone and these phrases should be removed.

WHEREAS, nothing herein is intended to contradict or otherwise circumvent the Court's order revoking the demolition permit nor is it intended to take any position that would contradict any goal, policy or vision outlined in the City's Comprehensive Plan; and

WHEREAS, it is the City Council's intent that if the City is not provided with private fundraising funds as outlined above, no later than December 1, 2024, Resolution 1663's temporary tolling as intended herein shall cease at the time of the adoption of the updated Comprehensive Plan.

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

Section 1. That the City Council of the City of Sumner has determined that the Ryan House building located at 1228 Main Street in Sumner Washington, and donated to the City in 1926, is in a condition that renders it unfit for human occupancy, would require renovations and rehabilitation that exceed available City funding sources, but hereby agrees to temporarily toll the effectiveness of Resolution 1663's expression of intent to demolish the structure until the City's Comprehensive Plan update process is complete and further agrees to place for discussion, on a future City Council meeting agenda, the possibility of rescinding Resolution 1663 only if the public provides the City with a check in the amount of no less than ~~\$2,200,000~~ (the check may not need to be this large. See the above comments on individual clauses) by December 1, 2024 with the only condition that the funds be used by the City to preserve the Ryan House structure and improve Lucy V. Ryan Park. Should the funds fail to be privately raised by the date outlined herein, this resolution shall sunset and the temporary tolling of Resolution 1663's provisions shall cease such that it shall remain in full effect without any further action by this Council.

Section 2. Intent. This resolution is merely intended to convey the Council's intent to comply with the Pierce County Superior Court's order and convey its willingness to provide the public who desire to save the Ryan House until December 1, 2024 to engage in private fundraising efforts while the City engages in the Comprehensive Plan amendment process, without the fear of demolition and is not intended to be a binding or final land use decision.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 4. This resolution shall become effective immediately upon adoption.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 20th day of May, 2024.

ATTEST:

City Clerk Michelle Converse

Mayor Kathy Hayden

APPROVED AS TO FORM:

City Attorney Andrea Marquez

am not a lawyer nor did I stay in the Sumner Holiday Inn Express last night. However, I have conferred with attorney's and have been told the city's perception that Resolution 1663 still remains is not correct. When you have your executive session later tonight, you need to specifically address this. The city needs to remove any reference to 1663 in your Park Plan and 1685 Resolution later. Here are a couple of the relevant section in the Judgement.

9. The City's comprehensive plan contains specific provisions about preservation and restoration of the Ryan House. The GMA precludes the city from pursuing activities that do not conform with its Comprehensive Plan. The permit authorizing demolition of the Ryan House is evoked.

17. SEPA's "planned action" process cannot be used for projects that are not consistent with the City's comprehensive plan. Because of the inconsistency between the City's current Comprehensive Plan and the demolition permit, the City's use of the planned action process as part of its demolition permit process violated SEPA.

18. Because the city failed to comply with SEPA before approving the demolition permit, the demolition permit is rescinded for this reason, too, and the matter is remanded to the City to follow proper SEPA process and the Comprehensive Plan amendment process before making any decision about the demolition of the Ryan House.

Resolution 1663, which in Section 1. States "That the City Council of the City of Sumner....hereby directs staff to cause the building to be demolished" which by definition is an activity the GMA and the judgement that the city signed precludes the city from pursuing because it does not conform with the current Comp Plan and is an "any decision about the demolition of the Ryan House."

THE GMA PRECLUDES THE CITY FROM PURSUING ACTIVITIES THAT DO NOT CONFORM WITH ITS CURRENT COMPREHENSIVE PLAN. That means not only the demolition permit, the SEPA planned action process and Resolution 1663, which in Section 1. States "That the City Council of the City of Sumner....hereby directs staff to cause the building to be demolished". Therefore, 1663 does not conform with the Comprehensive Plan by authorizing the demolition of the Ryan House. You have to go through the whole Comp Plan update, and if at the end of that process it is determined that the Ryan House is to be demolished, then and only then are you allowed to take action to demolish it. You can not keep 1663 as it is in direct violation of the Judgement the city agreed to.

Yes, we understand that the Park Plan is a part of the Comprehensive Plan that is being worked on. However, including the Ryan House in the Park Plan in an effort to back door it's demolition does not comply with the Superior Court Ruling that demolition of the Ryan House has to be done by removing it from the current Main Street Vision portion of the Comprehensive Plan, not the Park Plan.

The city now stating that 1663 was a financial decision is also rejected in the Judgement at:

5. The application of fact to law is reviewed under the "clearly erroneous" standard.

RCW 36.70C.130(1)(c). A decision is clearly erroneous when the Court is left with a definite and firm conviction that a mistake was committed even if some evidence supports the decision. *Norway Hill*, 87 Wn.2d 267, 274 (1976).

This means that even if it is now being defined as a financial decision as the supporting evidence, the Court is left with a definite firm conviction that a mistake was committed. 1663 therefore does not comply with the current Comprehensive Plan and was a mistake by the city and thus does not remain after the Court's decision agreed to by the city. The Court in it's decision is relying on actual compliance with the Comprehensive Plan process and the only decisions that can be made after it has been completed.

Let me begin by expressing my deepest respect and appreciation for the efforts of the City Council to try and come up with a format that can lead to Saving of the Ryan House. Words do not always convey just how much your herculean efforts mean to the citizens of Sumner. Thank you!

At first I was not even going to talk about Resolution 1685, yet the more I thought about it, some things do need to be talked about. As I spoke earlier, any reference to 1663 should be removed. If after the current Comp Plan is finished and it is the determination of the Council to demolish the Ryan House, do a resolution then after complying with what is defined in the Judgement against the city and your own Comprehensive Plan guidelines.

I understand the city's frustration for having to listen in 3 min segment of disagreements with your actions. You call it misinformation, yet it has been an honest effort to recite the information the city has put out in public once you do so.

One example of city misinformation is when for the first time 2 weeks ago, staff disclosed that the 1.1M balance of grants remaining that was presented to the Council did not include 400k because it had to be used before the end of the year. This was not disclosed to the Council nor anyone else why the 400k was removed, instead the city chose to make an executive decision to remove it. The Council should have been shown that 1.5M was available and to define to them that 400k had to be spent within 5 months. This has led to much confusion and is a source of some misinformation caused by the city.

Instead of trying to do a line-by-line discussion of the proposed resolution, I would simply hope that the city would act in a more professional manner than is shown in this resolution. I will open my schedule and coordinate with staff the opportunity to express your frustrations with me personally in a closed setting so that you can safely say to me your disagreements and what is said would stay in that room. That is a much better solution to get your frustrations out than in a public document, as it does not reflect well on you and I know you are better than what is included in 1685.

Since we are given the task of raising 2.2M in 6+ months, I do think we should be able to use in kind efforts of prestigious firms to find out what is actually needed, to create blue prints from which true bids can be acquired and have that done at no cost to the city. I spoke with one of the firms that bid on the Ryan House and he was very much interested in helping obtain information not currently known. Also, the principal of another large contractor in Bellevue got us in touch with a colleague in his firm who does historic properties and is working up a plan for us now as we speak. That principal is a Spartan and very much wants to help. Please at least verbally join in the efforts to Save the Ryan House.

Michelle Converse

From: Laurie Carter
Sent: Monday, May 20, 2024 1:28 PM
To: Michelle Converse; Barbara Bitetto; Curt Brown; Pat Clerget; Pat Cole; Andy Elfers; Carla Bowman; Greg Reinke
Subject: Resolution 1685 Ryan House ×
Categories: Red Category

****EXTERNAL EMAIL****

Councilmembers and City Staff,

Thank you for this pause on the demolition of Ryan House. I believe it clears the way for much needed fundraising. Thank you for this clarifying resolution.

I wish it included formation of a citizen advisory committee so we can work side-by-side to save Ryan House.

I wish there was a break down by each of the 3 buildings that make up Ryan House of what is needed and the cost for each building.

I wish there was one more bid from a different company.

I had hoped that the City would continue applying for grants as we fundraise. Teamwork can get this done.

I am hopeful that when you see our fundraising efforts you will be willing to make amendments as needed to get this historic home saved.

Thank you for your time and consideration and that of staff, too. I look forward to a partnership and having you join our fundraising efforts. We have much planned.

Sincerely,

Laurie Carter

Comments on Draft Resolution 1685

Prepared by John Gamon on May 16, 2024

Resident of Sumner since early 1990s

I've been following the debate/conversation over the last several months regarding the fate of the Ryan House. I would like to offer the following comments regarding both Draft Resolution 1685 and more generally the decision to either demolish or renovate the Ryan House. Thank you for considering my thoughts.

What if \$2.2 million isn't enough? As written, the draft resolution is silent on the issue, as raised by Council member Bowman at the recent study session, of whether \$2.2 million will be sufficient to cover the entire cost of renovation. By the time that renovation (if it happens) gets underway, the estimated cost might be higher. And once underway, there could easily be cost overruns. If the fundraising is successful, and if the City/Council decides to move forward with renovation, what happens in the event of the cost being greater than the amount identified in this resolution? Is the City on the hook for the difference in the amounts? I would encourage the Council to set a significantly higher amount, or to require those raising the funds to provide sufficient collateral in some form, so that the City does not have to find and dedicate additional funds.

A decision regarding whether to renovate or demolish should occur prior to accepting any donation. The current wording of the resolution has the City accepting the donation (if fundraising is successful), which would then trigger future Council consideration of rescinding the demolition order. However, I would encourage the City hold off on accepting/taking possession of the funds until the Council makes a final decision regarding demolition or renovation. If the decision is to go ahead with demolition, there will have been no need for the City to have ever accepted the donation in the first place.

What about future maintenance and operation costs? In considering this resolution, and ultimately the decision to move forward with renovation or demolition, I encourage the Council to think about the future ongoing maintenance and operations costs of each of the two options. I would expect that there would be a significantly greater cost to operate and maintain a renovated house than there would be to maintain a small public park. Where will that money come from?

Kim E. Foster
Attorney at Law
4810 Pt. Fosdick Dr., #303
Gig Harbor, Washington 98335
(206) 356-4936

May 15, 2024

Attn: Ann Seigenthaler, Senior Planner

Honorable Kathy Hayden, Mayor
City Councilmembers
City of Sumner
1104 Maple Street
Sumner, Washington 98390

Re: City of Sumner – Proposed Resolution to “Toll Resolution 1663” Authorizing Demolition of Ryan House

Dear Mayor Hayden, Members of the City of Sumner Council:

I am a ‘land-use’ lawyer employed by a Bellevue-based real estate investment and development company. These comments are not being submitted on behalf of my employer and are submitted on my and my family’s behalf only. I was born and raised in Sumner. I graduated from Sumner High School in 1973. My family has a long legacy in Sumner. My father, Everett Foster, served as Councilman and Mayor in the 1960s and 1970s. I am submitting these comments on the proposed Resolution to toll Resolution 1663 which authorized demolition of Ryan House.

This proposed Resolution could be interpreted as the City of Sumner, finally acknowledging the public outcry over the decision to demolish Ryan House and destroy arguably the most significant piece of Sumner’s history. That change in direction would be a good thing and should be applauded.

Unfortunately, the specific language in the proposed Resolution offers nothing new. The proposed timeline is consistent with the expected conclusion of the current Comprehensive Plan amendment process so there is no additional time being offered. And the demand for an unconditional \$2,200,000 is the same demand that the City made to local news organizations prior to the adoption of Resolution 1663. Most importantly, the proposed Resolution makes it clear that the City doesn’t intend to support the private efforts at all. So other than reciting a lot of self-serving WHEREASes, the proposed Resolution has no practical impact.

The proposed Resolution also acknowledges the outcome of the Pierce County Superior Court case where the city spent taxpayer dollars for outside attorneys defending the demolition of Ryan House in clear contravention of the city’s Comprehensive Plan and procedures prescribed by the State

Environmental Policy Act. The court found against the city – see attached Findings of fact and Conclusions of Law.

The court found:

“Because the City failed to comply with SEPA before approving the demolition permit, the demolition permit is rescinded for this reason, too, and the matter is remanded to the City to follow proper SEPA process and the Comprehensive Plan amendment process before making any decision about the demolition of the Ryan House.” [Emphasis Added. Findings of Fact and Conclusions of Law, Paragraph 18, Page 9].

The proposed Resolution attempts to somehow ‘preserve’ former Resolution 1663 so that it can be suddenly implemented, again, *if* the Comprehensive Plan, as amended, will allow for demolition of Ryan House and the ‘public’ fails to provide the City “with a check for no less than \$2,200,000 by December 1, 2024.”

The recitals in the proposed Resolution circumvent the Comprehensive Plan amendment process by making multiple conclusionary statements that can only be appropriate once the Comprehensive Plan amendment process is complete. Until the full public process of amending the Comprehensive Plan is complete, the City doesn’t know what the outcome regarding Ryan House will be – including the potential for full and complete restoration as required in the current Comprehensive Plan.

I note the self-serving language in the recitals:

“WHEREAS, nothing herein is intended to contradict or otherwise circumvent the Court’s order revoking the demolition permit nor is it intended to take any position that would contradict any goal, policy, or vision outlined in the City’s Comprehensive Plan.”

It does BOTH! The order of the court specifically stated that SEPA and the Comprehensive Plan amendment processes must be completed *before* making *any* decision about the demolition of Ryan House. The proposed Resolution is predicated on preservation of Resolution 1663 which, on its face, was a *decision* to demolish Ryan House. Throughout the proposed Resolution, the City is openly telling the citizens that, unless the \$2,200,000 payment is made, it intends to enforce its prior decision to demolish the Ryan House in direct contravention to the Order of the Court.

By basing the proposed Resolution on preservation of Resolution 1663, the City will be in the same direct conflict with the now-existing Comprehensive Plan that the Court previously found the city in violation of, to wit:

“The City’s Comprehensive Plan contains specific provisions about the preservation and restoration of Ryan House. The GMA precludes the City from pursuing activities that do not conform with its Comprehensive Plan. The permit authorizing demolition of the Ryan House is revoked.” [Findings of Fact and Conclusions of Law, Paragraph 9, Page 8]

The proposed Resolution appears to disregard the public engagement requirements of RCW 36.70A.220. [See discussion at Paragraph 7, Findings of Fact and Conclusions of Law, at Page 7.] Essentially, the proposed resolution treats - as a foregone conclusion - that the amended Comprehensive Plan will authorize demolition of Ryan House. That conclusion, and any decision based on it, must wait for the conclusion of the process and adoption of the amended Comprehensive Plan.

If the City Council ultimately approves a Comprehensive Plan amendment authorizing demolition of Ryan House, that survives all allowable appeals and court challenges, then, and only then, can the City entertain a *new* Resolution authorizing demolition of Ryan House within the context of, and consistent with, the amended Comprehensive Plan and SEPA.

I would also like to comment on the conditions proposed for the Resolution.

As proposed, the Resolution appears predestined for failure.

It will be impossible to recruit private donors when there is no 'game plan' for what the funds will be used for. The City doesn't have scope of work, construction documents, construction bids, a phasing plan, or other typical renovation project documents that will give private donors confidence on where/how the funds will be spent.

There is no accommodation for 'in-kind' contributions that could prove extremely valuable in reducing the overall cost.

There is no mention of the preservation and application of the Heritage Grant that, as I understand it, has yet to expire.

The proposed resolution also appears to state that even if the requisite \$2,200,000 is raised, and presented to the City, that Council may still not elect to move forward with the renovation. That is, in my opinion, a 'non-starter'. Private donors will want to contribute to an effort that the City is also behind. The proposed Resolution is far from that.

If, as stated in the proposed Resolution, the City's genuine intent and desire to "keep the building...has never been in question", then I might suggest the following to make a solution more probable:

1. Take whatever action available to preserve/extend the current Heritage Grant. Pledge applicability of the remaining grant proceeds to the effort.
2. Authorize City staff to engage with the public group (maybe a 'committee' of sorts) to develop a realistic 'game plan' for what the preservation, restoration, and private effort might look like. I think the Main Street Merchants Association should be involved as well. The City may already have some of that information. I think, at a minimum, the 'game plan' should include:
 - a. Phasing Plan. Prioritize Stabilization, Weatherization, and Security first. That will allow further development of the overall plan, and what a finished project is intended to look like.

- b. What should be the future use of the house? Some continued presence of the Sumner Historical Society? Visitor Center? Limited event venue? Adjunct City offices? Commercial leased space(s)? Maybe no interior use at all pending future grant funding? This, again, will help focus on what the restoration scope should be and give private donors assurance on what their funds will accomplish.
 - c. How will the house be managed going forward? Solely by the City? Maybe a public facilities board/committee of some sort that would engage/include the public, member(s) of the Ryan family, museum, and Main Street Merchants Association?
- 3. Utilize existing grant funds – or funds sequestered for demolition – to develop a bona fide set of construction documents focused on Phasing for Stabilization, Weatherization, and Security first and the implementation of the ‘restoration/repurposing’ as separate options.
 - 4. Develop a bona fide budget based on the construction documents. Phase the budget. Stage private donations to the individual phases.
 - 5. Allow the public groups authority to discuss additional grants with various public/private grant providers as part of the effort to fund the project.

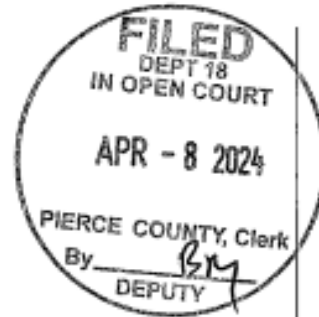
Once the game plan and documents are complete, and there is a better focus on how the project is expected to proceed, you will have full community understanding and support on how the community and citizens can come together to preserve the Ryan House. Then it will be much easier to attract private funding.

There is a terrific opportunity, here, for the community to come together around Ryan House and really present a win-win for the whole community.

Again, I see the proposed Resolution as a step in the right direction, but as currently drafted, will likely cause the private sector funding efforts to fail. I think the City should laud the passion and effort that the private citizen groups have demonstrated for restoring Ryan House and preserving Sumner’s heritage.

Thank you for the opportunity to comment.

Kim Foster



4/10/2024 11:05 0126

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY

SAVE OUR SUMNER COMMITTEE;
and NANCY RYAN DRESSEL,

Petitioners,

NO. 23-2-10815-4

v.

CITY OF SUMNER and DREW
McCARTY,

STIPULATED PROPOSED
FINDINGS OF FACT AND
CONCLUSIONS OF LAW

Respondents.

FINDINGS OF FACT

1. This case involves the City of Sumner's approval of a demolition permit issued for the demolition of the historic Ryan House (permit number BLDR-2023-0400.) The permit was issued by Allison Judge, Development Services Specialist for the City of Sumner.

2. In 1926, heirs of Lucy V. Ryan donated 1228 Main Street to the City of Sumner, the location of the historic Ryan House.

3. The Ryan House is on the National Register of Historic Places. The Ryan House was built as a one-room cedar pioneer cabin in the 1860s. It is believed to be one of the oldest structures in Sumner. The house was an early location for a small post office with Lucy Ryan as the postmaster. George Ryan was the first mayor of Sumner.

PARTIES' STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - I

Bricklin & Newman, LLP
Attorneys at Law
123 N.W. 34th Street, Suite 200
Seattle WA 98107
Tel. (206) 264-8600

4/10/2024 11:05 0127

1 4. The city's Comprehensive Plan and the Town Center Subarea Plan include numerous
2 provisions to preserve and enhance the Ryan House and public access to it:

- 3 • "[P]reserve . . . the historic . . . cultural resources of Sumner."¹
- 4 • "[C]ontinue to support the Sumner Historical Society by providing the use of the Ryan
5 House."²
- 6 • "[I]mprove the Ryan House and public access to the museum and consider other public
7 uses such as converting to a visitor's center."³
- 8 • "Recognize the heart and historic meaning of Downtown."⁴
- 9 • "Improve the Ryan House."⁵
- 10 • "Make improvements to Ryan House."⁶

11 5. The Ryan House was enlarged and eventually deeded to the city in 1926. It has been
12 owned by the city ever since and used as the town's library and museum.
13

14 6. The conveyance deed (Deed) outlines the grantors' wishes for the Ryan House to
15 include ensuring the City uses it "for the use of the public forever as and for a public park and site
16 for a public library."
17

18 7. Petitioner Nancy Ryan Dressel is a direct descendent of the original owners of the
19 Ryan House and of the Ryans who deeded the property to the city in 1926. She seeks to assure that
20
21
22

23
24 ¹ Comprehensive Plan, The Historic and Cultural Resources Sub-Element, Goals,
Policies, and Objectives (GPO) 1.
25 ² *Id.*, GPO 1.3.1.
26 ³ *Id.*, GPO 3.3.
⁴ Town Center Plan, Goal TC 3.
⁵ Town Center Plan, Policy TC 3.3.
⁶ *Id.*, Parks and Recreation Element, Implementation Project I-9.

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1 her family's historic property is preserved and enhanced by the city as called for in the city's
2 Comprehensive Plan.

3 8. Petitioner Save Our Sumner Committee seeks to assure that the city abides by the
4 goals, policies, and objectives in its Comprehensive Plan and its Downtown Sumner subarea plan to
5 "preserve" the Ryan House for use by the public.

6 9. For years, Sumner acted consistently with its Comprehensive Plan and took steps to
7 use, protect and restore the Ryan House. The city's efforts were summarized in a staff presentation
8 to the Council on January 31, 2022. Highlights from the presentation include:
9

- 10 • The city's receipt of a \$100,000 grant in 2018 for restoration feasibility and design
11 studies.
- 12 • Ryan House renovation incorporated into the city's "Main Street Vision," part of
13 the Comprehensive Planning process.
- 14 • Architectural Resource Group (commissioned by the city) completes studies in 2019
15 and finds Ryan House in "good, strong shape;" "design study outlines ways to
16 improve accessibility;" "quite unique, especially original cedar cabin;" "huge
17 opportunity."
- 18 • City Council accepts \$25,000 grant for design and cost estimates studies in 2020.
- 19 • Planning efforts include the city's Parks Department, the city's Forestry and Parks
20 Commission, the Sumner Historical Society, and the public.
- 21 • Ryan House lauded as "authentic and unique" (like Pike Place Market); "economic
22 benefits;" "community connections;" and "common ground."
- 23
- 24
- 25
- 26

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- 1 • City Council adopts new Comprehensive Plan: "Improve the Ryan House and public
- 2 access to the museum [in the Ryan House] and consider other public uses such as
- 3 converting to a visitor center."
- 4
- 5 • A million-dollar cost estimate for preservation/restoration.
- 6
- 7 10. In 2022, the City hired an architecture/engineering firm, Wiss, Janney, Elstner
- 8 Association Inc. ("WJE"), specializing in historic structures to perform a conditional assessment
- 9 and prepare construction documents.
- 10
- 11 11. WJE's initial assessments that the house required additional work prompted the
- 12 City in Spring 2023 to seek an additional \$750,000 in grant funding to cover the gap, which was
- 13 recommended for funding in 2024.
- 14
- 15 12. WJE's June, 2023 assessment found structural failures making the load carrying
- 16 capacity of the attic floor and the roof and ceiling completely compromised.
- 17
- 18 13. WJE's estimated restoration and repair costs exceeded the City's available grant
- 19 funding.
- 20
- 21 14. City staff presented Council with four options to consider in the City of Sumner
- 22 Finance and Personnel Committee meeting on August 15, 2023, the City Council Study Session
- 23 on September 11, 2023, and then again at the Regular City Council meeting on September 18,
- 24 2023.
- 25
- 26 15. Option 1 was the complete rehabilitation of the Ryan House at a minimum cost of
- \$2.2 million, \$1.1 million of which was secured through grant funding and \$1.1 million was
- unfunded.
- 16
- 17 16. Option 2 was the rehabilitation of a portion of the building and demolishing the
- 18 structurally compromised portions at a cost of \$1.26 million, which was unfunded.
- 19
- 20
- 21
- 22
- 23
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1 17. Option 3 was to demolish the entire house and develop the space as an active
2 public park at an estimated cost of \$600,000, which was unfunded because the grant funds could
3 not be used for demolition or park construction.

4 18. Option 4 was to demolish the entire house and to restore the site to an open grassy
5 area at a cost of \$100,000, which was unfunded.

6 19. On September 11, 2023, the Council held a Study Session on the Ryan House. In a
7 shift that was unexpected by most of the public, City Staff recommended Option number 4.

8 20. During that Study Session, staff and city council members acknowledged that the
9 public would be surprised by this shift. Staff acknowledged that "the last they [the public] heard
10 was this vision of rehabilitation." Sept. 11 TR at 36:09. *See also id.* at 19:30 (staff describing the
11 "beautiful vision to do a full rehabilitation"). Councilmember Reed noted that "this will be a big
12 surprise for a lot of people." *Id.* at 39:11.

13 21. Seven days later, following some public comment during the intervening week on
14 the proposed resolution, the Council adopted Resolution 1663 that directed City Staff to apply for
15 and process a demolition permit to demolish the Ryan House. AR 526.

16 22. City engineer Drew McCarty filed an application for the demolition permit the very
17 next day. AR 935-936. She also prepared an environmental checklist. AR 559-574. On October 9,
18 2023, a city planner, Ryan Windish, filed a "SEPA Notice of Consistency," asserting that the
19 demolition met all the criteria for a planned action. AR 931-932. On October 16, 2023, Allison
20 Judge issued the demolition permit. AR 937-938.

21 23. As a result, years of planning for preservation of the Ryan House were displaced
22 with a permit for its demolition.

23 24. As part of its required periodic update pursuant to the Growth Management Act, in
24 February 2024 the city commenced its process for reviewing and amending its Comprehensive
25
26

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1 Plan. Among the proposed amendments are certain amendments to the Historic and Cultural
2 Resources Element which would eliminate specific mandates about the preservation of and
3 improvements to the Ryan House.

4 CONCLUSIONS OF LAW

5
6 1. The land use decision challenged here is the issuance of a demolition permit. A
7 demolition permit is a type of "land use decision," as that term is defined in the Land Use Petition
8 Act, RCW 36.70C.020(2). Judicial review of land use decisions is exclusively pursuant to LUPA.
9 RCW 36.70C.030(1). This Court has jurisdiction over challenges to this land use permit under both
10 the State Environmental Policy Act and the Growth Management Act.

11 2. LUPA sets the standards of review this Court must apply to the challenged permit.
12 See RCW 36.70C.130. Review is appellate review on the city's administrative record. RCW
13 36.70C.120. The Court may rescind the permit if any of the following is true:
14

- 15 ...
16 (b) The land use decision is an erroneous interpretation of the law, after allowing
17 for such deference as is due the construction of a law by a local jurisdiction
18 with expertise;
19 (c) The land use decision is not supported by evidence that is substantial when
20 viewed in light of the whole record before the court;
21 (d) The land use decision is a clearly erroneous application of the law to the
22 facts;
23 ...

24 RCW 36.70C.130(1).

25 3. Under the first standard, questions of law are interpreted *de novo*. RCW
26 36.70C.130(1)(b); *Families of Manito v. City of Spokane*, 172 Wn. App 727, 736 (2013); *Cingular*
Wireless, LLC v. Thurston County, 131 Wn. App. 756, 768 (2006).

PARTIES' STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 6

Bricklin & Newman, LLP
Attorneys at Law
125 NW 36th Street, Suite 208
Seattle, WA 98107
Tel. (206) 264-8600

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1 4. Factual determinations are reviewed for “substantial evidence,” requiring a
2 sufficient quantum to persuade a fair-minded person of the truth or correctness of the finding. RCW
3 36.70C.130(1)(c); *Thornton Creek Legal Def. Fund v. City of Seattle*, 113 Wn. App. 34, 61 (2002).

4 5. The application of fact to law is reviewed under the “clearly erroneous” standard.
5 RCW 36.70C.130(1)(c). A decision is clearly erroneous when the Court is left with a definite and
6 firm conviction that a mistake was committed even if some evidence supports the decision. *Norway*
7 *Hill*, 87 Wn.2d 267, 274 (1976).
8

9 6. The Court finds that it has jurisdiction under the Growth Management Act and
10 whether the issuance of a demolition permit was consistent with provisions in the City’s
11 Comprehensive Plan.

12 7. The Comprehensive Plan amendment process requires “early and continuous”
13 public involvement, not just during preparation of the original comprehensive plan, but also
14 whenever amendments are being considered. Public participation is one of the GMA’s mandatory
15 planning goals. RCW 36.70A.020(11). Proposed amendments are to be “broad[ly] disseminated,
16 notice must be “effective,” and the process must allow for “open discussion.” The agency must not
17 just give “consideration” to public comment; it must also provide a “response” to public comment.
18 RCW 36.70A.140 (emphasis supplied).
19

20 8. Sumner has a detailed public participation plan for proposed comprehensive plan
21 amendments. The process includes ample public notice and public participation. It mandates notice
22 to the Department of Commerce and precludes final action until after that agency’s comments are
23 considered. The notice requirements assure the public receives ample notice early in the process
24 and throughout the process. The required notice includes publication once a week for two
25 consecutive weeks, on the same day of the week, using two electronic methods, established by the
26

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1 director, and posting at public information centers and on the city's official website. SMC
2 18.56.070.

3 9. The City's comprehensive plan contains specific provisions about preservation and
4 restoration of the Ryan House. The GMA precludes the city from pursuing activities that do not
5 conform with its Comprehensive Plan. The permit authorizing demolition of the Ryan House is
6 revoked.
7

8 10. Sumner has already begun the process of its periodic Comprehensive Plan update.
9 That process, as explained above, requires mandatory public engagement. The City must first
10 provide the public with notice and an opportunity for public comment and update its Comprehensive
11 Plan before processing SEPA and a demolition permit.
12

13 11. The Court finds that it has jurisdiction over SEPA and whether the City's Planned
14 Action Ordinance was followed or appropriate.

15 12. A shortened alternative to the standard SEPA process exists. If certain conditions are
16 met, an agency may evaluate environmental impacts when adopting a comprehensive plan or subarea
17 and then skip environmental review for individual projects (so-called "planned actions"). Among other
18 conditions, to qualify as a "planned action," the project must be identified as a planned action in the
19 city's planned action ordinance; it must have had its environmental impacts analyzed in an earlier EIS;
20 and the project must be consistent with the comprehensive plan. RCW 43.21C.440(1); WAC 197-11-
21 164(1)(f).
22

23 13. The statute defines a planned action by reference to seven conjunctive requirements.
24 RCW 43.21C.440(1)(a)-(g). Three are relevant here. Subparagraph (1)(a) requires that the project
25 is described as a "planned action" in the city's planned action ordinance. Subparagraph (1)(c)
26 requires that the project's impacts were adequately addressed in an EIS for the comprehensive plan

1 or subarea plan. Subparagraph (1)(g) requires that the project is consistent with the comprehensive
2 plan or subarea plan. RCW 43.21C.440(1).

3 14. To implement the planned action process, a county or city must adopt a planned
4 action ordinance that "define[s] the types of development included in the planned action." RCW
5 43.21C.440(2). The planned action ordinance may include geographic and temporal limits. *Id.*
6 Thereafter, the county or city implements the planned action ordinance during the review of
7 individual projects by making a determination that the project is consistent with the planned action
8 ordinance. RCW 43.21C.440(3).

9 15. Sumner adopted its planned action ordinance in 2018. AR 575. It mirrors SEPA's
10 requirements. Among other things, to qualify as a planned action, a project must be consistent with
11 the SEIS for the applicable subarea plan (the Town Center Plan); its environmental impacts must
12 have been adequately addressed in that SEIS; and the project must comply with all local
13 regulations. AR 579 (Sumner Ord. 2668, §III.E (1)(b), (e), & (g)).

14 16. The City's Comprehensive Plan contains both specific provisions about restoration
15 and preservation of the Ryan House, and general provisions encouraging new parks and the
16 provision of green space. The plan mentions nothing about demolition of the Ryan House. The
17 Court finds that the specific provisions govern over the general.

18 17. SEPA's "planned action" process cannot be used for projects that are not consistent
19 with the City's comprehensive plan. Because of the inconsistency between the City's current
20 Comprehensive Plan and the demolition permit, the City's use of the planned action process as part
21 of its demolition permit process violated SEPA.

22 18. Because the city failed to comply with SEPA before approving the demolition permit,
23 the demolition permit is rescinded for this reason, too, and the matter is remanded to the City to follow
24

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proper SEPA process and the Comprehensive Plan amendment process before making any decision about the demolition of the Ryan House.

19. The GMA requires the City to "[1] perform its activities and [2] make capital budget decisions in conformity with its comprehensive plan." RCW 36.70A.120. The specific provisions in the City's current Comprehensive Plan related to the restoration of the Ryan House are not consistent with issuance of a demolition permit. The demolition permit (BLDR 2023-0400) is revoked for this reason, too, and the matter is remanded to the City.

20. The Court finds that the city's public safety concerns are adequately addressed in the interim by the fencing the city has installed around the Ryan House.

21. Until and unless the comprehensive plan is amended to eliminate the specific provisions about preservation and restoration of the Ryan House, following compliance with the public notice and engagement provisions outlined in the GMA, SEPA, and city regulations, the City may not issue a permit for demolition of the Ryan House and may not use SEPA's planned action process for the demolition.

Dated this 8th day of April, 2024.

THE HONORABLE STANLEY J. RUMBAUGH



PARTIES' STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 10

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1 Presented by:
2 BRICKLIN & NEWMAN, LLP
3
4 By: s/David A. Bricklin
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123 NW 36th Street, Suite 205
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Attorneys for Petitioner
Save Our Sumner and Nancy Ryan Dressel

11 AGREED BY:
12 CITY OF SUMNER

14 By: 
15
16 Andrea Marquez, WSBA No. 45670
City Attorney
17 City of Sumner
1104 Maple St.
18 Sumner, WA 98390
19 (253) 299-5612

PARTIES' STIPULATED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 11

Bricklin & Newman, LLP
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123 NW 36th Street, Suite 205
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From: [COLIN DALE](#)
To: [CQT-City Council Line](#)
Subject: Shared Voicemail (CQ-City Council Line)
Date: Tuesday, May 14, 2024 12:12:54 PM
Attachments: [audio.mp3](#)

Hi, this is a general message for all the council members. I am asking them not to approve City Council Resolution #1685 as written, and instead to work with citizens to raise funds for the Ryan House, including any money that has already been approved in grants that the city asked for and received. You have a highly motivated group of citizens wanting to work with you to save the Ryan House. It will look really good for you all later on to say that you worked hard with these folks to try and save an important historic monument in the city of Sumner. Thank you for your help. Bye, bye.

You received a voice mail from [COLIN DALE](#).

SUBJECT: Resolution No. 1687 - Recreation & Conservation Office Grant
Authorization | Bill Heath Sports Complex Multiuse Synthetic Turf

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1687 - Recreation & Conservation Office | Grant Authorization - Bill Heath Sports Complex Multiuse Synthetic Turf

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

The City of Sumner's Parks & Trails Plan allows us to seek funding through the Recreation & Conservation Office (RCO). The City is requesting funds to convert the grass baseball field to a multi-use synthetic surface in the Community Outdoor Athletic Facility Program. As part of RCO's grant application requirements, the City needs to update the representative/agent with full authority to bind the City of Sumner to all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of Sumner, (3) sign any amendments thereto on behalf of Sumner, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

COUNCIL COMMITTEE/STUDY SESSION: Community Development MEETING/STUDY SESSION DATE: 5/22/2024 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

Approval of Resolution No. 1687, authorizing the Mayor to be the representative/agent for Recreation and Conservation Office grant funding eligibility.



Applicant Resolution/Authorization

Organization Name (sponsor) City of Sumner, WA

Resolution No. or Document Name Resolution 1687

Project(s) Number(s), and Name(s) 24-2107 D Bill Heath Sports Complex - Multiuse Synthetic Turf

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Kathy Hayden, Mayor
Project contact (day-to-day administering of the grant and communicating with the RCO)	Derek Barry, Community Services Manager
RCO Grant Agreement (Agreement)	Kathy Hayden, Mayor
Agreement amendments	Kathy Hayden, Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Kathy Hayden, Mayor

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

SUBJECT: Resolution No.1688 - Recreation & Conservation Office Grant
Authorization | Bill Heath Sports Complex Lighting & Improvements

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Grant Applicant Resolution or Authorization

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

The City of Sumner's Parks & Trails Plan allows us to seek funding through the Recreation & Conservation Office (RCO). The City is requesting funds to replace the lighting and fencing at the baseball field and to make improvements to the restroom/maintenance building in the Youth Athletic Facilities Program. As part of RCO's grant application requirements, the City needs to update the representative/agent with full authority to bind the city of Sumner to all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of Sumner, (3) sign any amendments thereto on behalf of Sumner, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

COUNCIL COMMITTEE/STUDY SESSION: Community Development

MEETING/STUDY SESSION DATE: 5/22/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approval of Resolution No.1688 Recreation & Conservation Office Grant Authorization | Bill Heath Sports Complex Lighting & Improvements



Applicant Resolution/Authorization

Organization Name (sponsor) City of Sumner, WA

Resolution No. or Document Name Resolution 1688

Project(s) Number(s), and Name(s) 24-1917 D Bill Heath Sports Complex-Lighting & Improvements

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Kathy Hayden, Mayor
Project contact (day-to-day administering of the grant and communicating with the RCO)	Derek Barry, Community Services Manager
RCO Grant Agreement (Agreement)	Kathy Hayden, Mayor
Agreement amendments	Kathy Hayden, Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Kathy Hayden, Mayor

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

SUBJECT: Resolution No. 1690 -Climate Change and Resiliency, Department of Commerce Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1690 -Climate Change and Resiliency, Department of Commerce Grant Acceptance

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The State of Washington 2023-2025 biennial operating budget (SB 5187 (Section 130)(21)) directs the Department of Commerce to administer grants and provide technical assistance to cities and counties to plan for climate change. Commerce made approximately \$30 million available in statewide grants for the 2023-2025 biennium with an expectation that additional resources will be appropriated through the current periodic update.

The City of Sumner is eligible to receive a \$500,000 grant from the Department of Commerce based on applicability (RCW 36.70A.040 (4)). This grant supports the implementation of HB 1181 (2023). HB 1181 makes significant changes to the Growth Management Act (GMA) to incorporate a response to climate change into local government comprehensive plans. Funding allocation is based on both population and required updates to the comprehensive plan for each jurisdiction.

The following climate planning related activities are in the Scope of Work for the City of Sumner:

Deliverable 1: VMT & GHG Reduction Action: \$100,000

Deliverable 2: ADA Transition Plan Major Update Document: \$150,000

Deliverable 3: Water System Plan Climate Vulnerability Assessment Report: \$80,000

Deliverable 4: Tree Canopy Assessment Report: \$70,000

Deliverable 5: Policy Updates and Code Development: \$100,000

Total: \$500,000

COUNCIL COMMITTEE/STUDY SESSION: Community Development
--

MEETING/STUDY SESSION DATE: 5/6/2024
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Move that the City Council accept the Climate Grant for \$500,000 and authorize the Mayor to enter into a contract with the Department of Commerce substantially in the form attached.

**RESOLUTION NO. 1690
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM THE WASHINGTON STATE DEPARTMENT OF COMMERCE.**

WHEREAS, the Washington State Department of Commerce made approximately \$30 million available in statewide grants for the 2023-2025 biennium for the purposes of assisting with planning and Growth Management Act requirements around climate change and resiliency; and

WHEREAS, to help accomplish and fund the climate and resiliency planning as required by the State, the City of Sumner received a grant; and

WHEREAS, the grant is awarded based on population and the level of required updates to the comprehensive plan by each jurisdiction and the City of Sumner was awarded \$500,000; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the \$500,000 Climate Change and Resiliency grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

ADOPTED AND APPROVED THIS 3RD DAY OF JUNE, 2024.

Kathy Hayden, Mayor

Approved as to form:

Attest:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



Interagency Agreement with

City of Sumner

through

Growth Management Services

**Contract Number:
24-63610-226**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63610-226

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Sumner 1104 Maple Street Sumner, WA 98390		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Michael Kosa michaelk@sumnerwa.gov		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$500,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # 0007719-00	12. UBI # 277-000-014	13. UEI # N/A
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" Budget			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ <insert name>, <insert title> _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$500,000, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-226. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

DRAFT

Attachment A: Scope of Work

Section Steps, Tasks, and Deliverables	Description	Preferred End Date
Section 1	VMT & GHG Reduction Action	Q2 2025
1.1	Identify consultant	Q1 2024
1.2	Develop interdepartmental/interagency team	Q2 2024
1.3	Perform a GHG Wedge Analysis	Q2 2024
1.4	Analyze possible strategies for VMT and GHG reduction effectiveness	Q3 2024
1.5	Develop or choose targets that can be achieved in the near term (five years) and the longer term (ten years) for implementation	Q4 2024
1.6	Draft GHG and VMT reduction implementation and monitoring strategy	Q1 2025
1.7	Council action to approve implementation and monitoring strategy	Q2 2025
Deliverable 1	VMT & GHG Reduction Action	

Attachment B: Budget

Deliverables	Commerce Grant Funds
Deliverable 1: VMT & GHG Reduction Action	\$100,000
Deliverable 2: ADA Transition Plan Major Update Document	\$150,000
Deliverable 3: Water System Plan Climate Vulnerability Assessment Report	\$ 80,000
Deliverable 4: Tree Canopy Assessment Report	\$ 70,000
Deliverable 5: Policy Updates and Code Development	\$100,000
Total:	\$500,000

SUBJECT: AWC Conference Voting Delegates

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

The Association of Washington Cities Annual Conference is scheduled for June 18-21 in Vancouver, Washington. During the conference, AWC hosts their annual business meeting. At the business meeting, up to three delegates from each City have the ability to elect representatives to the AWC Board. Voting delegates may be elected officials or staff members from member cities.

Council Rule 21.2 states: "When the Mayor and/or Councilmembers register to attend an official conference requiring voting delegates, such as the annual National League of Cities or Association of Washington Cities, the Council shall designate the voting delegate(s) and alternative voting delegate(s) during a public meeting, by a majority vote. When possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate."

Currently, Mayor Hayden and Deputy Mayor Cole are registered to attend the conference and business meeting. Councilmembers may choose to attend the AWC business meeting virtually, or request to attend the conference in person.

The purpose of tonight's discussion is to identify who the Council desires to designate as the voting delegates for the AWC Conference. Delegates need to be pre-registered with AWC by June 13th. The formal designation of voting delegates will be scheduled for the June 10, 2024 Special Council Meeting.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 5/23/2022

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to discuss identifying the voting delegates for the AWC Conference Business Meeting.

SUBJECT: Resolution No. 1685 - Ryan House Private Funding

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1685 - Ryan House Private Funding

STAFF CONTACT: Jason Wilson, City Administrator, Andrea Marquez, City Attorney

SUMMARY BACKGROUND: At the May 6th Council Study Session, the council received a comprehensive review and update regarding the Ryan House renovation. At the conclusion, and after hearing public comments for months that expressed a desire for 'more time to raise the funds privately,' Councilmembers Elfers and Bowman discussed and proposed a Resolution that would provide the community with a set time frame to raise private funds that could be donated to the City to pay for the renovation and preserve the structure.

Council's framework for the resolution included:

- Compliance with Court's order and mandatory tolling on all demolition activities while the Comprehensive Plan amendment process proceeds to conclusion consistent with the public engagement plan.
- A minimum of \$2,200,000.00 secured (not pledged) by December 1, 2024 and the City will agree to discuss and possibly reconsider (in light of all unfunded M&O obligations the city would be taking on) Resolution 1663 and the future of the Ryan House structure and Lucy V. Ryan Park.
- Any donation received would be subject to the City's existing donation policy, and will only be accepted without restrictions, conditions on use or covenants.
- No staff time to be used to assist with fund development or grant applications.
- If the public successfully fundraises the full amount above, City Council will consider re-purposing the estimated demo costs (\$300,000) to help with preservation and/or renovation costs.

At the direction of Council, this draft Resolution was prepared. At the May 20th Regular Council Meeting, council voted to postpone any vote on this item to June 3rd, 2024 so the full Council could be present and so all the public feedback received could be considered.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: 5/13/2024 COMMITTEE RECOMMENDATION:
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STAFF RECOMMENDATIONS/MOTION:

There is no formal staff recommendation. A motion calling for a vote on Resolution No. 1685 - Ryan House Private Funding.

**RESOLUTION NO. 1685
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
EXPRESSING AN INTENT TO TEMPORARILY TOLL THE EFFECTIVENESS OF
RESOLUTION 1663 WHILE THE CITY COMPLETES THE COMPREHENSIVE PLAN
AMENDMENT PROCESS.**

WHEREAS, for brevity, the City Council hereby incorporates the recitals from Resolution 1663 as if fully set forth herein; and

WHEREAS, between 2018 and 2023, City staff spent significant time and effort applying for and compiling grant funds to apply to the preservation and renovation of the Ryan House; and

WHEREAS, when estimates to repair the home exceeded the available grant funding and when certain grant funds were nearing expiration, the City Council made the difficult decision, through Resolution 1663, to pivot from preserving the Ryan House structure and instead focus on creating Lucy V. Ryan Park;

WHEREAS, in October 2023, the “Save our Sumner Committee” and Nancy Ryan Dressel filed two lawsuits against the City: one before the Growth Management Hearings Board that was dismissed for lack of standing, and one in the Pierce County Superior Court that resulted in the revocation of the City’s issued demolition permit; and

WHEREAS, promptly upon being served with the lawsuits, the City agreed to toll all demolition activities while the legal process played through; and

WHEREAS, Judge Rumbaugh of the Pierce County Superior Court opined that the City’s issuance of a demolition permit conflicted with certain policies and goals contained in its Comprehensive Plan, and that before choosing demolition, the City must go through the process to modify its Comprehensive Plan, including engaging the public on all proposed amendments consistent with the City’s adopted public participation plan; and

WHEREAS, the City is fully committed to strict compliance with the Court’s order; and

WHEREAS, the City is currently working through the 2024 update to its Comprehensive Plan and all of the component plans, including the Parks & Trail Plan; and

WHEREAS, through this process, the public has and will have a variety of opportunities to comment including two open houses; public hearings before the Planning Commission and Council, both accepting comments in person or in writing; open written comment periods; coffee at the Senior Center with the mayor; public comment period at Council meetings; individual meetings with City staff; emails and phone calls; and

WHEREAS, no matter what the outcome of the Comprehensive Plan process, the issue of lack of funding for the project, the sole driving factor of Resolution 1663, still remains; and

WHEREAS, this resolution is intended to acknowledge that the City Council is listening to those members of the public, including the separate group Save the Ryan House, who have repeatedly requested time to engage in private fundraising efforts geared towards saving and preserving the Ryan House structure; and

WHEREAS, since Resolution 1663 was passed in September, the City staff and officials have repeatedly, publicly conveyed the City's willingness to accept private donations that could change the project's direction again; and

WHEREAS, members of the public have blamed lack of private donations on a number of factors including lack of a solid dollar figure and the threat of demolition; and

WHEREAS, it appears members of the public continue to insist on focusing on intent and desire to keep the building, which has never been in question, as a major distraction from the core need of raising the lacking funding from the private sector; and

WHEREAS, this resolution is intended to focus any public efforts back to the issue of funding and clarify any misperceptions arising from the claims and rumors circulating social media and public comment; and

WHEREAS, the City Council agrees, consistent with the Pierce County Superior Court order, to temporarily toll the effectiveness of Resolution 1663 while strictly complying with the mandatory pause on all demolition activities until the Comprehensive Plan Amendment processes, including its public engagement options, are fully complete; and

WHEREAS, during this pause, the City Council encourages members of the public who desire to save the Ryan House to both participate in the Comprehensive Plan amendment process and properly and legally organize efforts to raise at least Two Million Two Hundred Thousand Dollars (\$2,200,000) dollars; and

WHEREAS, it is not the intent of the City Council to expend any additional City staff time or resources to apply for or obtain grant funding for the Ryan House; and

WHEREAS, if the City receives, no later than close of business on December 1, 2024 a private donation check in the amount of no less than Two Million Two Hundred Thousand Dollars (\$2,200,000) in accordance with its Donation Acceptance Policy, including no conditions upon the money except that they be expended to preserve the Ryan House structure or any portion thereof, the City Council agree to discuss at a future Council meeting, the possible rescission of Resolution 1663; and

WHEREAS, if private fundraising efforts are successful, and only if a majority of the Council determines it appropriate to rescind Resolution 1663, the Mayor will recommend that the City contribute Three Hundred Thousand Dollars (\$300,000) that was otherwise allocated for demolition to be re-purposed to securing, preserving and/or renovating the Ryan House; and

WHEREAS, the Council cannot accept any portion of that amount and/or any pledges, promises, volunteer time or intents to donate in lieu of actual funding, given the uncompromising financial demands of any potential renovation project; and

WHEREAS, the Council cannot extend the deadline due to the safety risks posed by the structure and the City's need to address those dangers, following the same standards to which the City would hold any other property owner of a dangerous building; and

WHEREAS, it is important that any donors understand that any donation is just that, and will not be construed in any way as acquiring any right, title, interest or control of the Property or special access to the Property or any portion of the Property; and

WHEREAS, the Council intends that this public, formal clarification help support enthusiasm for the community's private fundraising efforts to save the house and those future efforts be conducted positively and in a spirit of partnership with the City. The Council hopes this expression of intent and formal pause

tempers the continuation of inaccurate rumors or accusations aimed at City staff, council, consultants and volunteers; and

WHEREAS, nothing herein is intended to contradict or otherwise circumvent the Court’s order revoking the demolition permit nor is it intended to take any position that would contradict any goal, policy or vision outlined in the City’s Comprehensive Plan; and

WHEREAS, it is the City Council’s intent that if the City is not provided with private fundraising funds as outlined above, no later than December 1, 2024, Resolution 1663’s temporary tolling as intended herein shall cease at the time of the adoption of the updated Comprehensive Plan.

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

Section 1. That the City Council of the City of Sumner has determined that the Ryan House building located at 1228 Main Street in Sumner Washington, and donated to the City in 1926, is in a condition that renders it unfit for human occupancy, would require renovations and rehabilitation that exceed available City funding sources, but hereby agrees to temporarily toll the effectiveness of Resolution 1663’s expression of intent to demolish the structure until the City’s Comprehensive Plan update process is complete and further agrees to place for discussion, on a future City Council meeting agenda, the possibility of rescinding Resolution 1663 only if the public provides the City with a check in the amount of no less than \$2,200,000 by December 1, 2024 with the only condition that the funds be used by the City to preserve the Ryan House structure and improve Lucy V. Ryan Park. Should the funds fail to be privately raised by the date outlined herein, this resolution shall sunset and the temporary tolling of Resolution 1663’s provisions shall cease such that it shall remain in full effect without any further action by this Council.

Section 2. Intent. This resolution is merely intended to convey the Council’s intent to comply with the Pierce County Superior Court’s order and convey its willingness to provide the public who desire to save the Ryan House until December 1, 2024 to engage in private fundraising efforts while the City engages in the Comprehensive Plan amendment process, without the fear of demolition and is not intended to be a binding or final land use decision.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 4. This resolution shall become effective immediately upon adoption.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 20th day of May, 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez