

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/86825227093>

Or One tap mobile +12532158782,,86825227093# +12532050468,,86825227093# US

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

Webinar ID: 868 2522 7093

CALL TO ORDER

Pledge of Allegiance

Invocation - Greg Nuert, Faith Covenant Church

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

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

CONSENT AGENDA

1. Approval of checks and electronic payments in the amount of [\\$2,054,464.46](#).
2. Resolution No. 1708 - Heritage Park & Hops Alley Phase 2 Construction - Pierce County LTAC Grant Acceptance
3. White River Restoration Project - Construction Management Consultant Supplement
4. Resolution No. 1711 - Endorsement for the Administration of the Sumner - Bonney Lake Joint Pretreatment Program
5. Resolution No. 1705 - Setting Public Hearing for Multifamily Tax Exemption Ordinance
6. Resolution No. 1709 - Simple Possession Advocacy and Representation Grant Acceptance
7. Approval of the minutes from the regular council meeting of January 6, 2025 and study session from January 13, 2025

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 Michelledc@sumnerwa.gov no later than 4:00pm 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. Ordinance No. 2916 - Amending Sumner Municipal Code 12.38 (Park Impact Fees)

4. Reports

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

5. Executive Session

6. Adjournment

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

SUBJECT: Approval of checks and electronic payments in the amount of
[\\$2,054,464.46.](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Signature page

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 35238	To: 35322 *	\$703,612.48
Use Tax (paid to WA State Department of Revenue)	11/27/2024	To: 12/11/2024	\$559.51
Voided Check(s)	23471, 32881, 34347	And: 34485, 35300	\$(5,571.43)
Voided EFT(s)	-	To: -	-
Voided Wire(s)	-	-	-
AP Electronic (EFTs) Payments:	From: 870	To: 875	\$673,366.98
AP Wire(s):	From: 15401	To: 15404 **	\$7,882.32
Payroll & Benefits Electronic Payments	From: 11/29/2024	To: 12/12/2024	\$658,954.60
Payroll & Benefits Checks	From: 10053	To: 10053	15,660.00
		TOTAL	\$2,054,464.46

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.

Signed by: Kassandra Raymond
 Chief Financial Officer

1/6/2025 | 12:04 PM PST
 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:

\$2,054,464.46

Signed by: Patricia Cole
 Treasurer
 Signed by: Barbara Bitetto
 Finance Committee Member
 Signed by: Carla Bowman
 Finance Committee Member

1/3/2025 | 5:40 PM PST
 Date

1/1/2025 | 10:21 PM PST
 Date

1/3/2025 | 5:26 PM PST
 Date

* Check #35300 was voided in the same check run, so it doesn't show on the report (\$475.57).

** Wire #15401 was not used in the prior check run; however, Wires #15402 and #15403 were included.

SUBJECT: Resolution No. 1708 - Heritage Park & Hops Alley Phase 2 Construction -
Pierce County LTAC Grant Acceptance

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1708 - Heritage Park & Hops Alley Phase 2 Construction - Pierce County LTAC Grant Acceptance

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:

The Main Street Vision Project called for the City to activate alleys, update Heritage Park and improve the Main Street streetscape. This project moves forward two of those three priorities. In 2022-2023, JETT Landscape Architecture + Design worked with the city to re-imagine Reuben Knoblauch Heritage Park as a more active, useful space of the city, for special events and everyday use. They also designed an activation for the adjacent alley, naming it Hops Alley, to serve as a flexible event space and for a more accessible and inviting parking area for its day use. JETT provided a 30% design and concept in 2023, 100% plans and specifications in 2024 and now in 2025 we have construction ready plans for Phase 2 of the project that includes Hops Alley and the north end of Heritage Park. This funding, a grant from Pierce County Lodging Tax, funds construction of Phase 2 in 2025.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 1/7/2025
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$2,920,000 in grant funds from Pierce County for use in the Main Street Vision: Heritage Park & Hops Alley Phase 2 Construction Project, and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

RESOLUTION NO. 1708

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM PIERCE COUNTY**

WHEREAS, the city of Sumner applied for a Pierce County Lodging Tax Grant for the Heritage Park and Hops Alley phase 2 construction project; and

WHEREAS, Pierce County awarded the City a grant of \$2,920,000 towards the Heritage Park and Hops Alley phase 2 construction project; 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 Pierce County Lodging Tax 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 _____.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



Pierce County

Economic Development Department
1501 Market St, Ste 270
Tacoma, Washington 98402

P | 253.798.6150
F | 253.798.6389
www.piercecountywa.gov

December 26, 2024

Jason Wilson, City Administrator
City of Sumner
1104 Maple St
Sumner, WA 98390

Dear Jason:

We are pleased to inform you the Pierce County LTAC 2025 Funding Cycle award recommendations made by the Pierce County Lodging Tax Committee have been approved by the Pierce County Executive and Pierce County Council. Specifically, City of Sumner has been approved for the following project:

City of Sumner - Heritage Park & Hops Alley Phase I Construction project in the Asset & Product Development Category has been awarded \$2,920,000 for the LTAC 2025 Funding Year. Project must be completed between January 1-December 31, 2025.

I will reach out to Carmen Palmer next week regarding next steps and information needed for the contracting process for your project. In the meantime, if you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Valerie Hamby".

Valerie Hamby
Administrative Program Manager
Economic Development Department

C: Carmen Palmer



SUBJECT: White River Restoration Project - Construction Management Consultant Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$589,841

Within Budget Allocation: Yes

ATTACHMENTS:

1. Supplement w/ Scope & Fee

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

For construction of the White River Restoration, Parametrix was selected to do outside construction management. Initial scoping was for the first year of construction completed summer of 2024. Phase 2 of the White River project will be bid in Q1 2025, so Parametrix has provided a scope to complete construction management for the 2025 construction season.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 1/7/2025
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Parametrix's Consultant Services Contract for the White River Restoration (CIP 14-10), increasing the contract amount by \$589,841 to a total authorized amount not-to-exceed \$964,223, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 2

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Parametrix**

CONTRACT NAME & PROJECT NUMBER: **White River Restoration Project CMS (CIP 14-10)**

ORIGINAL AGREEMENT DATE: **July 31, 2023**

This Amendment is made between the City and the above-referenced Consultant, Contractor or Vendor and amends the original Contract/Agreement and all prior Amendments. All other provisions of the original Contract/Agreement or prior Amendments not inconsistent with this Amendment shall remain in full force and effect. For valuable consideration and by mutual consent of the parties, Consultant, Contractor or Vendor's work is modified as follows:

1. Section I of the Agreement, entitled "Description of Work," is hereby modified to add additional work or revise existing work as follows:

In addition to work required under the original Agreement and any prior Amendments, the Consultant, Contractor or Vendor shall:

See Exhibit A.

2. The contract amount and time for performance provisions of Section II "Time of Completion," and Section III, "Compensation," are modified as follows:

Original Contract Sum, <i>including applicable WSST</i>	\$374,382.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$N/A
Current Contract Amount <i>including all previous amendments</i>	\$374,382.00

Current Amendment Sum	\$589,841.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$964,223.00

Original Time for Completion (insert date)	12/31/2024
Revised Time for Completion under prior Amendments (insert date)	12/31/2026
Add'l Days Required (±) for this Amendment	N/A
Revised Time for Completion (insert date)	N/A

In accordance with Section XIV E of the Contract/Agreement, the Contractor, Consultant or Vendor accepts all requirements of this Amendment by signing below, by its signature waives any protest or claim it may have regarding this Amendment, and acknowledges and accepts that this Amendment constitutes full payment and final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Amendment, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits. This Amendment, unless otherwise provided, does not relieve the Contractor, Consultant or Vendor from strict compliance with the guarantee and warranty provisions of the original Agreement.

All acts consistent with the authority of the Agreement, previous Amendments (if any), and this Amendment, prior to the effective date of this Amendment, are hereby ratified and affirmed, and the terms of the Agreement, previous Amendments (if any), and this Amendment shall be deemed to have applied.

The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

IN WITNESS, the parties below have executed this Amendment, which will become effective on the last date written below.

CONSULTANT, CONTRACTOR OR VENDOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> (Title) DATE: _____
CITY OF SUMNER: Approve to Form: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____

EXHIBIT A - SCOPE OF WORK

INTRODUCTION

The purpose of this contract is to provide construction management and inspection services to the City of Sumner for the White River Restoration Project.

PROJECT BACKGROUND

The City of Sumner is designing and constructing a restoration project along the banks of the White River from river milepost 2.5 to 5.0. This 200-acre restoration project is one of the largest ever proposed in Pierce County. The project is fully funded with a mix of local and grant funding. Major elements of construction include mass excavation/rough grading, fine grading, log jam and revetment installation, in-water work and diversion, revegetation, and trail/access road construction.

SCOPE OF WORK

TASK 100 – PROJECT MANAGEMENT AND COORDINATION

The Consultant shall be responsible for organization, management, and coordination of the services described in this Scope of Work. The Consultant shall be responsible for managing the activities of its project team, including staff and subconsultant coordination, in accordance with the City's objectives of scope, schedule, budget, quality, and safety as it relates to the performance of the Consultant.

The Consultant shall:

1. Keep the City advised on all aspects of work under this contract, including regular communication with the City regarding progress and budget, and coordination of work with City staff and other consultants and contractors.
2. Update Project Management Plan from Season 1 for Season 2.
3. Set up and maintain electronic project files.
4. Coordinate the Consultant's project team to ensure consistency in the execution of work.
5. Submit monthly progress reports which include summary of services provided, fee billed to date, and available budget for CM services.

DELIVERABLES:

Task 1.1 Update Project Management Plan

Task 1.2 Monthly Progress Reports

Task 1.3 Coordination and Communication (approximately 20 hours per month)

PHASE 1 – PRECONSTRUCTION SERVICES

Phase 1 Preconstruction Services commences during design and is complete when notice-to-proceed (NTP) is provided to the construction contractor. The anticipated duration for Preconstruction Services for Season 2 is approximately 6 months. Phase 1 services include updating and maintaining the Construction Management Plan, document control, risk register and Risk Management Plan, providing constructability review services during design, and bid support services.

TASK 2.1 – CONSTRUCTION MANAGEMENT PLAN

The Consultant shall update and maintain the Construction Management Plan (CMP) for the

duration of the project. A CMP was created for Season 1 of construction and will be updated annually prior to subsequent construction seasons. This amendment provides budget to update the CMP prior to Season 2.

DELIVERABLES:

1. Updated project-specific CMP

TASK 2.2 - CM COORDINATION KICKOFF MEETING

The Consultant shall be responsible for the following:

- Familiarization with the project plans, specifications, and permit conditions.
- Provide input to the city on the meeting agenda structure and topics for a CM coordination kickoff meeting with City staff and the engineering design team members.
- Attend the CM coordination kickoff meeting. Attendees shall include but not be limited to the Construction Manager and Resident Engineer.
- Prepare kickoff meeting agenda and minutes.

TASK 2.3 – RISK MANAGEMENT PLAN

The Consultant shall coordinate with the City and Design Engineer to develop a Risk Management Plan (RMP) identifying and assessing potential construction risks that may affect the project during construction. An RMP was developed for Season 1. This amendment provides the budget to update the RMP for Season 2. The Consultant shall attend one 4-hour workshop-style meeting with the City and the Design Engineer to assess risks and update Season 1 Risk Register and RMP based on potential risks in Season 2.

The Risk Register and Risk Management Plan shall include the following items:

- Identifying potential threats to construction cost, schedule, or scope.
- Threat impacts, including order-of-magnitude costs.
- Triggering events.
- Detectability.
- Relative risk score.
- Strategy to mitigate each risk.
- Responsible parties.

DELIVERABLES:

- Updated Risk Register in MS Excel format and Risk Management Plan Report in MS Word format.
- Final Risk Register and Risk Management Plan Report in native file formats and PDF.

TASK 2.4 – CONSTRUCTABILITY REVIEW

1. The Consultant shall provide constructability review including:
 - Review and comment on 90% design submittal, including Plans, Specifications, and Engineer's Cost Estimate
2. Constructability review shall consider the project's goals and help identify potential high

risk design elements.

3. Constructability review shall incorporate:

- Review project technical specifications for compatibility and completeness with plan design features.
- Review project proposal form for bid items and quantities including comparison to engineers estimate and compatibility with bid item measurement and payment descriptions.
- Review completeness of bid package to include sufficient information to obtain competitive bids. Such information should include geotechnical report, river stage data, permit conditions, realistic work window, potential staging areas, etc.
- Provide redline review comments on plans, specifications, and cost estimates.
- All comments in plans and specifications should include a reference ID and be included in a comment tracking form in Microsoft Excel (electronic copy).

MEETINGS:

1. Constructability Review Kick-off Meeting
 - 4-hour meeting with CM team, City, and Designer.
 - Determine key goals for Constructability Review.
 - Designer and City to convey design intent.
 - Identify potential risks.
 - Define Constructability Review team roles, responsibilities, milestones, key deliverables, and deadlines.
2. Constructability Review Close-out Meeting
 - 4-hour meeting with CM team, City, and Designer

DELIVERABLES:

- 90% Constructability Review on Plans, Specifications, and Engineer's Cost Estimate
- Attendance at meetings.
- Meeting agendas and minutes.
- Constructability Review Comments with redline markups of Plans, Specifications, and Engineer's Cost Estimate

TASK 2.5 – DOCUMENT CONTROL AND ELECTRONIC RECORDS MANAGEMENT SYSTEM

The Consultant shall develop forms, tracking logs, systems, and related documentation for the information management and document control services to be performed during construction for both electronic and hard copies, as outlined below.

- Develop Document Control Forms to track receipt, logging, filing, reviewing, and routing of project documents, including but not limited to submittals, correspondence, meeting minutes, emails, reports, Requests for Information (RFI), change orders, substitution requests, shop drawings, photos, laboratory test results for construction materials, facsimiles, inspection reports, construction drawings, specifications, and other construction-related documents.

PHASE 2 –CONSTRUCTION SERVICES

Phase 2 will commence when the construction contractor receives Notice to Proceed from the City for the construction contract. The anticipated duration of Phase 2 is approximately 3-4 years. This amendment provides the budget for Season 2 which is expected to begin in

May 2025 with completion in October. Scope and budget for Season 3 and other future seasons will be agreed to between City and Consultant after Season 2 is completed. Construction services under this Contract require the Consultant to maintain project files and lines of communications during preconstruction, construction, and construction close-out phases for each season. The anticipated completion of this project is in the fall of 2027.

TASK 3.1 – PRE-CONSTRUCTION MEETING

The Consultant shall:

1. Prepare the pre-construction meeting agenda in consultation with the City's PM.
2. Attend the 3-hour pre-construction meeting. The Project Manager, Construction Manager, Resident Engineer, and Document Control Specialist shall attend the pre-construction meeting.
3. Distribute final meeting minutes to the Contractor and City within two (2) business days of receiving comments.

DELIVERABLES:

1. Draft and final pre-construction meeting agenda and minutes

TASK 3.2 – CONSTRUCTION PROGRESS MEETINGS

The Consultant shall:

1. Schedule and lead weekly construction progress meetings at project site or via MS Teams. Attendees shall include at a minimum the Construction Manager and/or Resident Engineer and the City PM.
2. Prepare and distribute meeting agendas at least one (1) business day before the progress meeting.
3. Prepare draft minutes and distribute within one (1) business day of the progress meeting.
4. Revise the meeting minutes per attendees' comments.
5. Distribute the final meeting minutes within two (2) business days after receiving attendees' comments.

DELIVERABLES:

1. Draft and final construction progress meeting agendas and minutes

TASK 3.3– CONTRACTOR'S SCHEDULE AND PAYMENT REQUEST REVIEW

The Consultant shall review the Contractor's construction schedule outlining the proposed construction activities including:

1. Assess main activities associated with the project, all schedule restrictions from permits and other constraints, milestones, seasonal weather impacts, and any other predictable factors that can affect the construction schedule.
2. Review and comment on Contractor's baseline construction schedule submittals and review for compliance with the contract.
3. Evaluate Contractor's schedule submittals for percent complete on each activity and compare reported, actual, and planned work progress.

4. Review effects of change requests and proposals on Contractor's schedule and incorporate into the master schedule, if approved.
5. Evaluate Contractor's look-ahead and recovery schedule submittals.
6. Provide analysis concerning alternative schedule recovery actions.
7. Recommend corrective actions to ensure compliance with contract requirements.

The Consultant shall review Contractor monthly pay requests and make payment recommendation to the City PR including:

1. Review Contractor monthly pay requests for compliance with contract.
2. Measure and verify the completion of all items on pay requests and make a recommendation on approval for payment.
3. Submit monthly recommendations for payment for the City's approval.
4. Receive and review Statement of Intent to Pay Prevailing Wages for the Contractor and the subcontractors to confirm prevailing wage requirements are being met.

DELIVERABLES:

1. Monthly memoranda on the Contractor construction schedule
2. Monthly memoranda on Contractor monthly pay requests

TASK 3.4 – CONSTRUCTION DOCUMENTS AND FILE MAINTENANCE

The Consultant shall provide services related to processing, tracking, and distributing RFIs and submittals during construction.

1. Perform timely logging and filing of all documents.
2. Implement the Document Control Plan within the Construction Management Plan (CMP) which shall outline the management and control of project records.
3. Implement the Document Control and Electronic Records Management System using Virtual Project Manager (VPM).
4. File electronic copies of field directives, change orders, correspondence, submittals, and requests for information (RFI) in their native electronic format (e.g., PDF, Microsoft Word, Microsoft Outlook Message Format).
5. Prepare and maintain submittal logs and appropriate distribution of submittals to the City for approval in accordance with the Document Control Plan. Review and track submittals.
6. Investigate, review, and research RFIs, and track and distribute RFIs for response to ensure timely response to the Contractor.
7. Verify RFI responses for clarity, propose updated changes to the contract, and submit cost and schedule change proposals to the City.
8. Prepare and maintain RFI logs, and appropriate distribution of RFIs. Review and comment on RFIs, as well as tracking of RFIs.
9. Review submittals and submit written comments to the city on clarity and impacts to cost and schedule.

DELIVERABLES:

1. Final construction project files (electronic and hard copy)
2. Field directives, change orders, correspondence, submittals, and RFIs
3. Submittal review cover sheets, comment register, and submittal logs
4. RFI logs
5. Written comments on cost and schedule impacts
6. Project photos and video

TASK 3.5 – INSPECTION AND OTHER FIELD SERVICES

The Consultant shall provide inspection services for civil, in-water construction, and other inspection disciplines as needed.

The Consultant shall:

1. Observe and inspect the work performed by the Contractor is in conformance with the approved drawings and specifications and abides by all permit conditions and constraints (e.g., the in-water work window).
2. Schedule full-time inspectors at the site when the Contractor is working, based on the Contractor's Construction Plan.
3. Document the work performed by the Contractor and prepare daily inspection reports (DIR) that include quantified tracking of materials, labor, and equipment on the site, work in progress, work completed, discrepancies, discussions, test results, weather, river flow levels, water quality, and other pertinent items.
4. Ensure the Contractor maintains record (redline) drawings and verify Contractor record drawings are current monthly. Confirm final as-built drawings at completion of project.
5. Take inspection photos and maintain photo logs to document construction and pre-construction conditions. Pre-construction photos shall be transmitted to the Contractor and the City. Daily photos shall be included in DIRs.
6. Collect, review, and distribute reports from testing companies and special inspectors to the City, Design Engineer, and Contractor.
7. Act as the main point of contact for site visitors, permitting agency inspectors, utility crews, special inspectors, and other consultants and subcontractors.
8. Monitor sediment and erosion control site conditions and requirements listed in the Construction Stormwater General Permit and the clearing and grading permit, including providing a site Certified Erosion and Sediment Control Lead (CESCL). Provide direction to the Contractor to remedy TESC issues.
9. Perform drone flights of site before, during, and after construction. Drone flights will be used to monitor progress, track volumes, and provide photo documentation of the site during construction.
10. Coordinate material testing when needed to meet specifications.

DELIVERABLES:

1. Daily inspection reports (DIR) with photos
2. Contractor update (redline) of project drawings
3. Digital photos of preconstruction conditions
4. Copies of reports from testing companies and special inspectors
5. Drone photos and volume calculations.

TASK 3.6– CHANGE MANAGEMENT

The Consultant shall:

1. Review Contractor initial change requests and claims and evaluate the cause of the request or claim. Make recommendations to the city, analyze entitlement, and prepare change order documentation per direction of the City PR.
2. Issue field directives to the Contractor to clarify construction issues. The Construction Manager shall submit the field directives for the City PR approval prior to issuing to the Contractor.
3. Track, verify, and summarize time and material sheets.
4. Document all negotiations and prepare meeting minutes.
5. Draft correspondence for the city as requested.
6. Package and process change orders for payment and prepare documentation of change order evaluations and recommendations including independent cost estimates if needed.
7. Provide contract interpretations and guidance to the City to resolve contractual disputes.

DELIVERABLES:

1. Change order status reports with backup information
2. Draft and final negotiation meeting minutes
3. Change Order packages
4. Field Directives

SUBTASK 3.7 – CONSTRUCTION CONTRACT CLOSEOUT

The Consultant shall perform construction closeout services per the City of Sumner's document retention policies.

The Consultant shall:

1. Develop a preliminary punch list detailing outstanding work items that have not been completed. Provide the preliminary punch list to the city for review. Address City comments on the punch list. Distribute the preliminary punch list to the Contractor at least 2 weeks before Substantial Completion.
2. Identify the Contractor punch list items where completion is necessary to determine that the work is substantially complete.
3. Review and track the completion of punch list items. Identify punch list items/work that must be completed or corrected for the Contractor to achieve Substantial Completion.
4. Collect all final close-out documentation specified in the construction contract from the Contractor and review for completeness.
5. Coordinate with Contractor to ensure that all field markups, field-maintained construction documentation, survey data, etc., have been collected, organized in a record document package, and submitted.
6. Conduct a final review of Contractor completed record documents to ensure completeness and accuracy. Meet with City to review items for incorporation into the record documents. Notify Contractor of deficiencies found and coordinate resubmittal; review resubmitted documents.

7. Verify and report on the completion of all items for the final contract progress payment. Advise the City on whether Final Acceptance can be granted based on the status of the above.
8. Recommend final payment to the Contractor following verification that all outstanding contract work, including punch list items have been completed.

DELIVERABLES:

1. Preliminary punch list
2. Final punch list
3. Contractor final close-out documentation specified in the construction contract
4. Contractor completed record documents
5. Written recommendation for final payment to the Contractor

TASK 3.8– MANAGEMENT RESERVE

The Consultant shall provide services which are unplanned, urgent, and/or critical to maintaining the project schedule and progress of the work. The work of this task must be specifically scoped, agreed to, and authorized in writing by the city prior to performing the work. Work areas may include, but not be limited to:

1. Construction management services
2. Surveying

DELIVERABLES:

1. Reports, estimates, drawings, lab reports, documentation

ASSUMPTIONS:

1. \$20,000 of additional budget has been allocated for this task.
2. If the City authorizes use of this task, time and expenses will be billed. If additional funds (>\$20,000) are necessary to provide services requested by the city for this task, an amendment will be required to increase the budget for this task.
3. Any services performed under this task must be authorized in writing by the city prior to proceeding with work.

White River Restoration Phase 1 and Phase 2 Budget			Matt Kastberg	Tammy Seymour	Scott Spees	David Vu	Theodore D. McJunkin	Lori Gilbertson	Prime		Totals
			Project Manager	Document Control Specialist	Inspector	Inspector	Survey/UAV	Project Accountant	Labor Hours	Labor Dollars	Task Totals
Parametrix Billing Rates			\$295	\$185	\$145	\$80	\$160	\$148			
Task		Description									
1		Project Management & Coordination	194	14				12	220	\$61,596	\$61,596
	1.1	Project Management Plan	2	2					4	\$960	\$960
	1.2	Progress Reports and Invoicing	12	12				12	36	\$7,536	\$7,536
	1.3	Coordination	180						180	\$53,100	\$53,100
2		Pre-Construction Services	96	202	108				406	\$81,350	\$81,350
	2.1	Construction Management Plan	8	8					16	\$3,840	\$3,840
	2.2	CM Coordination Kickoff Meeting	8	6	8				22	\$4,630	\$4,630
	2.3	Risk Management Plan	20	8	20				48	\$10,280	\$10,280
	2.4	Constructability Review	60	20	80				160	\$33,000	\$33,000
	2.5	Document Control and ERMS		160					160	\$29,600	\$29,600
3		Construction Services (PHASE 2)	330.967	266	1628	380	192		2796.967	\$444,025	\$444,025
	3.1	Pre-Construction Meeting	6	6	4				16	\$3,460	\$3,460
	3.2	Construction Progress Meeting	48	60	48				156	\$32,220	\$32,220
	3.3	Contractors schedule and payment request review	24	80	80				184	\$33,480	\$33,480
	3.4	Construction Documents and File Maintenance	16	40	12				68	\$13,860	\$13,860
	3.5	Inspection and Other Field Services	48		1440	380	192		2,060	\$284,080	\$284,080
	3.6	Change Management	80	20	20				120	\$30,200	\$30,200
	3.7	Construction Contract Close out	40	60	24				124	\$26,380	\$26,380
	3.8	Management Reserve	69						69	\$20,345	\$20,345
4		Expense								\$2,870	\$2,870
		Mileage @ .625/mile	200	120	800		400			\$950	\$950
		Survey Equipment (\$160/Use)					12		12	\$1,920	\$1,920
		Wingtra Drone \$360/day									
		Labor Hour Totals:	621	482	1736	380	192	12	3422.967	\$589,841	\$589,841
		Cost SubTotals:	\$183,185	\$89,170	\$251,720	\$30,400	\$30,720	\$1,776		\$589,841	

\$589,841

SUBJECT: Resolution No. 1711 - Endorsement for the Administration of the Sumner - Bonney Lake Joint Pretreatment Program

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1711 - Endorsement for the Administration of the Sumner - Bonney Lake Joint Pretreatment Program

STAFF CONTACT: Andria Hannegan, Pretreatment Coordinator

SUMMARY BACKGROUND:

The proposed resolution is a formal adoption of the Sumner - Bonney Lake Joint Pretreatment Program for the Sumner Wastewater Treatment Facility (WWTF) in compliance with the National Pollutant Discharge Elimination System (NPDES) permit for the WWTF. This resolution endorses a locally administered Joint Pretreatment Program in partnership with Bonney Lake to ensure proper oversight of industrial and commercial discharges. While pretreatment regulations are already codified, this step is required by the Washington State Department of Ecology. Adoption of this resolution supports regulatory compliance and safeguards wastewater infrastructure and environmental health.

COUNCIL COMMITTEE/STUDY SESSION: Public Works

MEETING/STUDY SESSION DATE: 1/7/2025
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1711 - Endorsement for the Administration of the Sumner - Bonney Lake Joint Pretreatment Program.

RESOLUTION NO. 1711

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WA THE IMPLEMENTATION AND ENFORCEMENT OF THE SUMNER – BONNEY LAKE JOINT PRETREATMENT PROGRAM.

WHEREAS, under the Washington State Water Pollution Control Law, chapter 90.48 RCW (“WPCL”), the Washington State Department of Ecology (“Ecology”) has jurisdiction to control and prevent the pollution of streams, lakes, rivers, ponds, inland waters, salt waters, water courses, and other surface and underground waters of the state of Washington; and

WHEREAS, Chapter 173-220 WAC establishes a state individual permit program, applicable to the discharge of pollutants and other wastes and materials into the surface waters of the state, as a part of the National Pollutant Discharge Elimination System (“NPDES”) created by section 402 of the CWA; and

WHEREAS, WAC 173-220-040 requires any political subdivision or municipality that discharges pollutants to surface waters of the state to obtain a NPDES permit from Ecology; and

WHEREAS, the City of Sumner holds NPDES Permit No. WA-0023353 for the Sumner Wastewater Treatment facility (WWTF) which is a Regional Treatment Plant providing wastewater treatment services to the Cities of Sumner and Bonney Lake, with Bonney Lake named as a contributing jurisdiction on the Permit; and

WHEREAS, the NPDES Permit requires that the City work with Ecology to ensure that all commercial and industrial users of the Sumner WWTF are in compliance with the general pretreatment regulations promulgated by the Environmental Protection Agency (“EPA”); and

WHEREAS, the Cities of Sumner and Bonney Lakes have cooperated to develop the Sumner-Bonney Lake Joint Pretreatment Program (“SBL JPP”), which includes: (1) the adoption of Pretreatment Regulations that govern, regulate and control the discharge of non-domestic wastewater to the Sumner WWTF; (2) the endorsement or approval of and participation in the enforcement of the Pretreatment Regulations; and (3) adopting all other local laws and regulations that are necessary to comply with, implement and enforce the SBL JPP Pretreatment Regulations; and

WHEREAS, a final condition for Ecology approval of a local pretreatment program is a statement endorsing the program made by the governing body of the local agency.

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

Section 1. Statement of Endorsement and Support

The City of Sumner fully endorses the implementation and enforcement of the Sumner – Bonney Lake Joint Pretreatment Program within the City of Sumner sewer service area, and as a designated agent for implementation and enforcement within the City of Bonney Lake’s sewer service area, to ensure compliance with state and federal regulations, including WAC Chapter 173-240 and 40 CFR Part 403.

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 this 4th day of February 2025.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

SUBJECT: Resolution No. 1705 - Setting Public Hearing for Multifamily Tax Exemption Ordinance

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1705 - Multifamily Tax Exemption Hearing

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND:

Resolution No. 1705 declares the intent of the City Council to adopt a new Residential Target Area expanding the Multifamily Tax Exemption (MFTE) program per RCW 84.14 within the East Sumner Neighborhood and fixing the time and place for a public hearing. The Public Hearing will be Monday, March 3, 2025 at 6:00PM at City Hall.

The 2024 Comprehensive Plan Periodic Update contains policy that encourages and creates greater opportunity and capacity for affordable housing consistent with the Growth Management Act (GMA). The expansion of the Residential Target Area in the East Sumner Neighborhood would create greater opportunity for developers of affordable multifamily housing to benefit from a 12-year Multifamily Tax Exemption as allowed under state law.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 1/7/2025 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

Move to adopt Resolution No. 1705 fixing the time and place for a Public Hearing pursuant to RCW 84.14.040.

RESOLUTION NO. 1705
CITY OF SUMNER, WASHINGTON

A RESOLUTION declaring the intent of the City Council to adopt a new Residential Target Area expanding the Multifamily Tax Exemption (MFTE) program per RCW 84.14 within the East Sumner Neighborhood and fixing the time and place for a public hearing.

WHEREAS, the Washington State Growth Management Act (GMA), RCW 36.70a.020(4) requires the City to: “accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock;” and

WHEREAS, the Planning Commission recommended that the City Council adopt the 2024 Comprehensive Plan Periodic Update which includes proposed policy to expand the Residential Target Area in East Sumner to provide greater opportunities for affordable housing development and meet the goals of GMA; and

WHEREAS, the City Council discussed options for expanding the MFTE program at study sessions on October 28, 2024; and

WHEREAS, the City Council now desires to set a time and place for when said ordinance for adopting expansion of the Residential Target Areas will be heard and determined;

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

Section 1. That it is the intent of the City Council to adopt a New Residential Target Area per RCW 84.14.040 within the area shown in Exhibit A, which is attached hereto and made a part hereof.

Section 2. That Monday, the 3rd day of March, 2024, at the hour of 6:00 p.m., at the City Hall, 1104 Maple Street, Sumner, Washington, be the time and place set for the hearing and determination of the New Residential Target Areas and the City Clerk is hereby directed to provide public notice setting forth the time and place of said hearing as required by RCW 84.14.040.

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 ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

ADOPTED this 21st day of January 2025.

Mayor Kathy Hayden

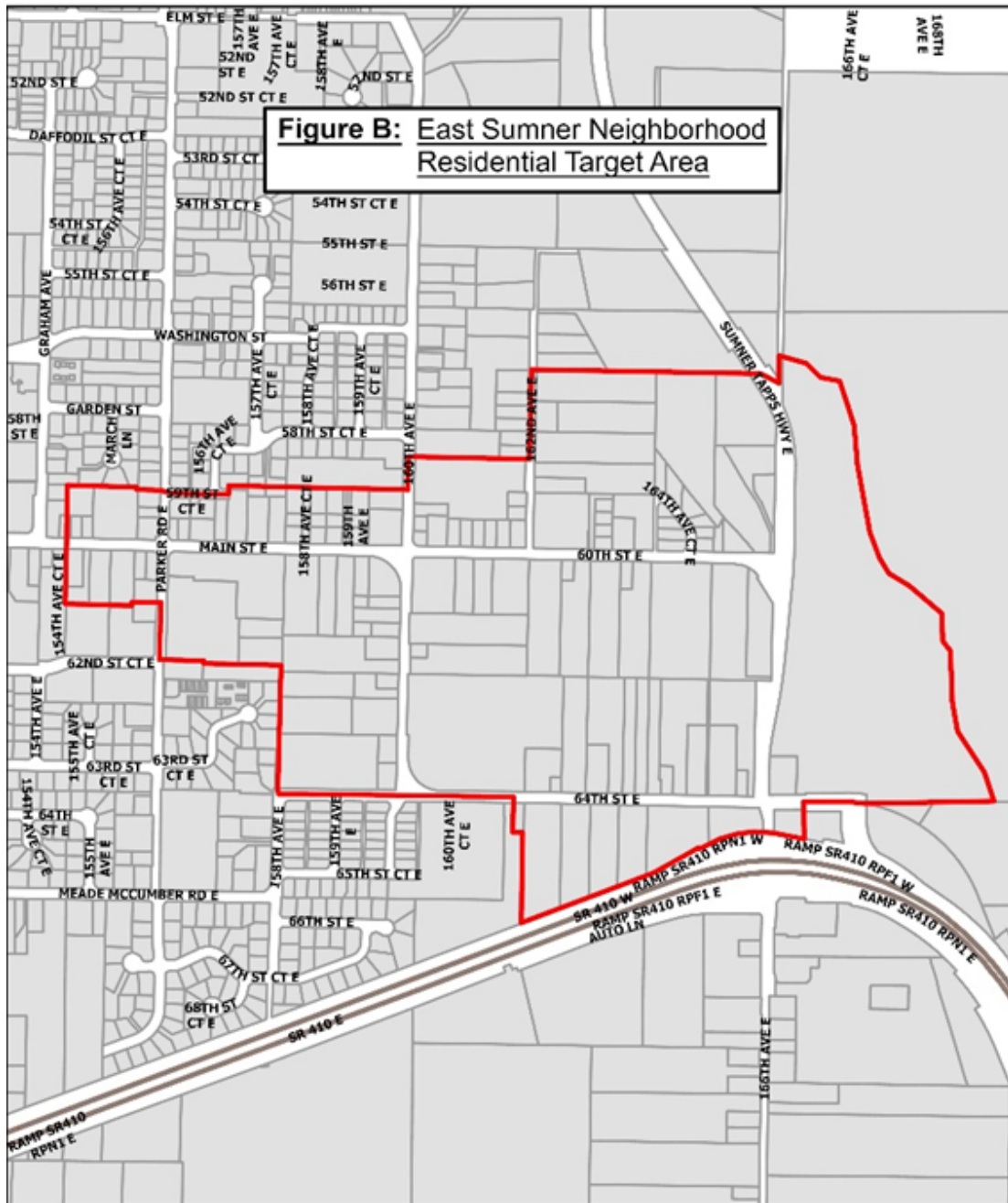
Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

Exhibit A: Expanded Residential Target Area



SUBJECT: Resolution No. 1709 - Simple Possession Advocacy and Representation
Grant Acceptance

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1709 SPAR Grant
2. City of Sumner GRT25039 - signed

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

The City of Sumner applied for and was awarded funding through the Simple Possession Advocacy and Representation (SPAR) with the Washington State Office of Public Defense. This program provides the City with funding to pay for Public Defense costs related to defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, Laws of 2023.

The agreement amount is \$12,500 and covers a timeframe from July 1, 2024, to June 30, 2025.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee MEETING/STUDY SESSION DATE: 1/9/2025 COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving Resolution 1709 authorizing the acceptance of \$12,500 in grant funds from Washington State Office of Public Defense for use in Drug Related cases assigned to Public Defense and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

RESOLUTION NO. 1709

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF PUBLIC
DEFENSE**

WHEREAS, the Sumner Municipal Court is required to provide Indigent Defense Services for some cases; and

WHEREAS, to help fund an increased Public Defense caseload related to drug offenses the City applied for the Simple Possession Advocacy and Representation (SPAR) program; and

WHEREAS, the Court was awarded twelve thousand five hundred dollars (\$12,500); 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 Simple Possession Advocacy and Representation (SPAR) 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 January 21, 2025.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

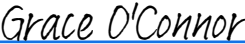
1. Recipient City of Sumner 1104 Maple Street Sumner, WA 98390	2. Recipient Representative Kathy Hayden Mayor 1104 Maple Street Sumner, WA 98390
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Agreement Amount \$12,500.00	6. Agreement Period July 1, 2024 through June 30, 2025
7. Purpose The purpose of this Agreement is to provide reimbursement to City of Sumner (Recipient) for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, <i>Laws of 2023</i> .	
8. Acknowledgement, Incorporation by Reference, and Execution The Office of Public Defense (OPD) and Recipient acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Exhibit A, Special Terms and Conditions, and Exhibit B, General Terms and Conditions.	
FOR RECIPIENT  Kathy Hayden (Nov 27, 2024 17:01 PST) Kathy Hayden, Mayor 11/27/2024 Date	FOR OPD  Grace O'Connor (Dec 2, 2024 06:40 PST) Grace O'Connor, Supervising Attorney 12/02/2024 Date

EXHIBIT A: SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

- a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.
- b) The Representative for OPD and their contact information is identified on the Face Sheet of this Agreement.
- c) The Representative for Recipient and their contact information is identified on the Face Sheet of this Agreement.

2. REIMBURSEMENT

- a) Subject to Section 4 of this Exhibit, Terms of Reimbursement, OPD shall reimburse for authorized expenses as identified in Section 7 of this Exhibit, Authorized Reimbursable Expenses.
- b) OPD will subtract from reimbursement amounts where Recipient or Recipient's court has assessed a cost of counsel against an indigent defendant and the indigent defendant has either signed a promissory note for that amount, or had a fee imposed at sentencing for this purpose. Recipient shall report such assessed costs to OPD.

3. ALLOCATED MAXIMUM REIMBURSEMENT AMOUNT

- a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed \$12,500.00 for the period of this Agreement.
- b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.
- c) By mutual agreement, Recipient and OPD may extend this agreement for an additional maximum reimbursement amount.

4. TERMS OF REIMBURSEMENT

- a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices and calculation worksheets, and sufficient documentation supporting the invoices and calculation worksheets. Recipient shall submit invoices to the Representative for OPD subject to the invoicing schedule included in subsection (h) of this Section.
- b) OPD will provide an invoice form and calculation worksheets to Recipient. Recipient shall provide sufficient documentation accompanying the invoice and calculation worksheet to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a description of the work performed, including case numbers during the invoice time period, and proof that the requested expenses were paid by Recipient. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the

invoice form and calculation worksheets at any time.

- c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices and calculation worksheets. OPD shall send payment to the address designated by Recipient and associated with Recipient's Statewide Vendor Number SWV0007719-00.
- d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.
- e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.
- f) Recipient shall report whether it will be unable to spend any allocated maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to increase the allocated maximum reimbursement amount. Any request to increase the allocated maximum amount will be subject to Section 3(b) of this Exhibit. OPD reserves the right to reallocate funds to other jurisdictions that Recipient reports as unable to be spent.
- g) Reimbursable expenses must be incurred between July 1, 2024 and June 30, 2025. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.
- h) OPD's fiscal year runs from July 1 to June 30 of each year, and OPD is unable to pay expenses from a previous fiscal year with the following fiscal year's budget. Accordingly, Recipient must submit invoices for costs incurred between July 1, 2024 and June 30, 2025, by August 1, 2025.

5. **DUPLICATION OF BILLED COSTS**

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

6. **DISALLOWED COSTS**

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

7. **AUTHORIZED REIMBURSABLE EXPENSES**

- a. Recipient is authorized to seek reimbursement for the following costs, subject to the provisions in Sections 2 and 4 of this Exhibit:
 - 1. Compensation for attorney Representation on Qualifying Cases;
 - 2. Compensation for attorney Consultation on Qualifying Cases;
 - 3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
 - 4. Investigation costs associated with Qualifying Cases;
 - 5. Expert services where the scope of the expert's expertise is related to a Qualifying Charge;

6. Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) where the RALJ appeal contains an issue for review arising from a Qualifying Charge; and
7. Other indirect staff costs necessary to providing representation or consultation if pre-approved by OPD.

8. **OVERSIGHT**

- a) Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city or county representatives.

9. **DEFINITIONS**

- a. "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea or trial. Examples include, but are not limited to, stipulated continuances, deferrals, Specialty or Therapeutic courts, Pre-file Diversion programs, or Pre-trial Diversion programs.
- b. "Consultation" means consultation for a Client prior to assignment of counsel at first appearance or arraignment. Consultation also means advising a Client on Pre-File or Pre-Trial Diversion options. Consultation also means advising a Client during the pendency of pre-trial Diversion.
- c. "Client" means an indigent individual facing a pending charge or charged with a Qualifying Charge in a court of limited jurisdiction.
- d. "Pre-File Diversion" means an opportunity for a Client to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the Client. Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).
- e. "Pre-Trial Diversion" means an opportunity for a Client to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.
- f. "Qualifying Charge" means a charge of violating RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.
- g. "Qualifying Case" means a proceeding filed against a Client in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.
- h. "Representation" means appointment to represent Clients in Qualifying Cases, including but not limited to appearance at arraignment, pre-trial appearances, motions, sentencings, status conferences, review hearings, client conferences, and preparation for trial. Representation also means appointment to represent Clients for Alternatives to Prosecution, including on

motions to terminate Clients from Alternatives to Prosecution.

- i. “Specialty or Therapeutic Court” means a court utilizing a program structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. ORDER OF PRECEDENCE

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

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Exhibit A, Special Terms and Conditions
- c. Exhibit B, General Terms and Conditions

EXHIBIT B: GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

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

2. **AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. **CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Agreement 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**

To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. **LAWS**

Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

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

13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. 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 finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **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 Agreement unless stated to be such in writing.

City of Sumner GRT25039

Final Audit Report

2024-12-02

Created:	2024-11-26
By:	Clela Machado (clela.machado@opd.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyZCF0Xpg7xAaSSd2PwvcutlRiRZRxVHH

"City of Sumner GRT25039" History

-  Document created by Clela Machado (clela.machado@opd.wa.gov)
2024-11-26 - 9:45:18 PM GMT- IP address: 198.238.203.35
-  Document emailed to khayden@sumnerwa.gov for signature
2024-11-26 - 9:47:26 PM GMT
-  Email viewed by khayden@sumnerwa.gov
2024-11-27 - 2:31:19 AM GMT- IP address: 172.224.243.7
-  Signer khayden@sumnerwa.gov entered name at signing as Kathy Hayden
2024-11-28 - 1:01:41 AM GMT- IP address: 174.215.112.4
-  Document e-signed by Kathy Hayden (khayden@sumnerwa.gov)
Signature Date: 2024-11-28 - 1:01:43 AM GMT - Time Source: server- IP address: 174.215.112.4
-  Document emailed to grace.oconnor@opd.wa.gov for signature
2024-11-28 - 1:01:44 AM GMT
-  Email viewed by grace.oconnor@opd.wa.gov
2024-12-02 - 2:40:17 PM GMT- IP address: 73.225.192.142
-  Signer grace.oconnor@opd.wa.gov entered name at signing as Grace O'Connor
2024-12-02 - 2:40:35 PM GMT- IP address: 73.225.192.142
-  Document e-signed by Grace O'Connor (grace.oconnor@opd.wa.gov)
Signature Date: 2024-12-02 - 2:40:37 PM GMT - Time Source: server- IP address: 73.225.192.142
-  Agreement completed.
2024-12-02 - 2:40:37 PM GMT

SUBJECT: Approval of the minutes from the regular council meeting of January 6, 2025 and study session from January 13, 2025

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Regular Council Meeting Minutes
2. Study Session Meeting Minutes

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the past two council meetings

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as persented.



Staff present: Wilson, Marquez, Windish, Moericke, Palmer, Steffens, Kosa and Converse

CALL TO ORDER

Mayor Hayden called the meeting to order at 6pm.

Pledge of Allegiance

Invocation – David Barnes, New Self Ministries

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

CONSENT AGENDA

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

1. Approval of the special Council meeting minutes from December 9, 2024 regular meeting, and special study session.
2. Approval of the checks and electronic payments in the amount of \$2,183,920.75

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was not one this meeting.

REGULAR BUSINESS

1. Unfinished Business

- a. **Ordinance No. 2906 - 2024 Comprehensive Plan Volume I, Draft Environmental Impact Statement Volume II, Transportation Plan and Capital Facilities Plan**

MOVED BY ELFERS, SECONDED BY KENNA TO APPROVE ORDINANCE NO. 2906 - 2024
COMPREHENSIVE PLAN VOLUME I, DRAFT ENVIRONMENTAL IMPACT STATEMENT
VOLUME II, TRANSPORTATION PLAN AND CAPITAL FACILITIES PLAN

Economic and Community Development Director addressed the Council.

Since this item had a Public Hearing on December 2, 2024, no comments were taken from the public.

PASSED BY ROLL CALL VOTE.

- b. **Ordinance No. 2907 – Zoning Code Text Amendments on Housing and Land Use Regulations**

MOVED BY KENNA, SECONDED BY CLERGET TO APPROVE ORDINANCE NO. 2907 –
ZONING CODE TEXT AMENDMENTS ON HOUSING AND LAND USE REGULATIONS

Economic and Community Development Director Ryan Windish addressed the Council.

Since this item had a Public Hearing on December 2, 2024, no comments from the public were taken

PASSED BY ROLL CALL VOTE.

c. Ordinance No. 2908 – Zoning Code Text Amendments on Historic and Cultural Preservation Regulations

MOVED BY BOWMAN, SECONDED BY ELFERS TO APPROVE ORDINANCE NO. 2908 – ZONING CODE TEXT AMENDMENTS ON HISTORIC AND CULTURAL PRESERVATION REGULATIONS

Economic and Community Development Director Ryan Windish addressed the Council.

Since this item had a Public Hearing on December 2, 2024, no comments were taken from the public.

PASSED BY ROLL CALL VOTE.

d. Ordinance No. 2909 – Critical Areas Regulations Amendments

MOVED BY REINKE, SECONDED BY BOWMAN TO APPROVE ORDINANCE NO. 2909 – CRITICAL AREAS REGULATIONS AMENDMENTS

Economic and Community Development Director Ryan Windish addressed the Council.

Since this item had a Public Hearing on December 2, 2024, no comments were taken from the public.

PASSED BY ROLL CALL VOTE.

e. Ordinance No. 2915 – Library Development Agreement

MOVED BY BITETTO, SECONDED BY KENNA TO APPROVE ORDINANCE NO. 2915 – LIBRARY DEVELOPMENT AGREEMENT

City Attorney Andrea Marquez addressed the Council.

Since this item had a Public Hearing on December 2, no comments were taken from the public.

PASSED BY ROLL CALL VOTE.

2. Public Comment

Tina Burnett, 228 Sumner Avenue. Spoke about the Ryan House.

Randall Adams, 15013 63rd St Ct E. Spoke about the Ryan House.

Nick Biermann, 5802 Parker Road East. Spoke about the Ryan House.

Donna Hardtke, 1620 Main Street. Resigned her position on the Cultural Arts Commission

Jerry Yoder, 910 Traffic Avenue. Spoke about electric cars and park benches.

3. New Business

a. Election of a Deputy Mayor

MOVED BY BITETTO SECONDED BY ELFERS TO HOLD THE ELECTION FOR DEPUTY MAYOR.

City Administrator Jason Wilson spoke to the topic.

MAYOR HAYDEN ASKED FOR NOMINATIONS. COUNCILMEMBER BITETTO NOMINATED CARLA BOWMAN. COUNCILMEMBER ELFERS MOTIONED TO CLOSE THE NOMINATIONS, SECONDED BY COLE.

NOMINATIONS WERE CLOSED BY VOICE VOTE. WHEN THE CLERK CALLED COUNCILMEMBERS NAMES, ALL MEMBERS STATED BOWMAN.

COUNCILMEMBER BOWMAN WILL SERVE IN THE ROLL OF DEPUTY MAYOR OF 2025.

4. Reports

a. Council

Councilmember Bitetto is looking forward to new year! She congratulated the new Deputy Mayor.

Deputy Mayor Bowman thanked Ryan Windish for the work on the Comprehensive Plan.

Councilmember Clerget congratulated the new Deputy Mayor and thanked the previous Deputy Mayor.

Councilmember Cole had a great time in her role of Deputy Mayor. It's going to be a good year.

Councilmember Elfers thanked the Cultural Arts Commissioner for their time on the commission and reminded her of the state mandates and yet we want to represent the community.

Councilmember Kenna thanked both the current and previous Deputy Mayor. Thanked the staff for putting together that comp plan and ended his comments by thanking the public for their engagement.

Councilmember Reinke enjoyed the football team parade. He thanked the previous and the current Deputy Mayor and Commissioner Hardtke for their service. Happy New year!

b. City Administrator

Upcoming Policy Issues:

- January 13, 2025 – Study Session
 - Battery Energy Storage Systems Information
 - 2025 Comprehensive Annual Amendments
 - Park Impact Fees
- January 21, 2025 (Tuesday) – Regular Council Meeting
 - Resolution Setting Hearing Date for MFTE Area
 - Resolution Accepting a grant from Pierce County Lodging Tax Commission
 - Resolution Accepting a Grant for public defense services
 - Resolution regarding the City Hall Energy Audit Certificate of Assurance
 - Ordinance adopting updated Park Impact Fees

c. Mayor

Mayor Hayden thanked Commissioner Hardtke for her service. She also shared that Sue Larson had also resigned from the commission. It's a lot of work and we truly value our commissioners.

5. Executive Session

There was no Executive Session tonight.

Adjournment

With no additional business before the Council, Deputy Mayor Cole adjourned the regular meeting at 6:49pm. Councilmembers concurred.

ATTEST:

Michelle Converse, CMC City Clerk

Mayor Kathy Hayden

Staff present: Wilson, Marquez, Windish, Kosa, Beagle, Steffens and Walker

Councilmembers present: Bitetto, Bowman, Clerget, Cole, Elfers, Kenna and Reinke

THE MEETING WAS CALLED TO ORDER AT 6:00PM BY MAYOR HAYDEN.

STUDY SESSION BUSINESS

1. Battery Energy Storage Systems (BESS) 2.0

Discussion led by Associate Planner Chrissanda Walker

Panel consisted of: PSE Christine Nhan, Local Government Affairs & Public Policy Manager, representing EPFR - Bill Sandlian, Assistant Chief/ Fire Marshal and from the City of Sumner Evan Brazitis, Emergency Management and Safety Coordinator

MAYOR HAYDEN THEN RECESSED THE STUDY SESSION AT 6:55PM FOR 5-MINUTES DUE TO TECHNICAL PROBLEMS.

THE STUDY SESSION RECONVENED AT 7PM.

2. Ordinance No. 2916 – Amending Sumner Municipal Code 12.38 (Park Impact Fees)

Discussion led by Economic & Community Development Director Ryan Windish

3. 2025 Comprehensive Plan Annual Amendments

Discussion led by Associate Planner Chrissanda Walker

ADJOURNMENT

With no additional items for discussion, Mayor Hayden adjourned the meeting at 7:45pm.

Attest:

Mayor Kathy Hayden

Michelle Converse, City Clerk

SUBJECT: Ordinance No. 2916 - Amending Sumner Municipal Code 12.38 (Park Impact Fees)

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Presentation - Park Impact Fees
2. Ordinance No 2916 - Amending Sumner Municipal Code 12.38 (Park Impact Fees)

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND:

The City Council adopted the *2024-2030 Parks & Trails Plan* update in May 2024 and an updated *Capital Facilities Plan* on January 6th. These new plans set the groundwork for updating the Parks Impact Fee. The state Growth Management Act (GMA) allows impact fees to be charged by a local government on new development to recover a portion of the cost of capital facility improvements needed to serve that new development (i.e., to allow growth to pay for growth). This allows for a transparent and balanced funding system where capital facilities funding responsibilities are shared among all beneficiaries (residents, businesses, and developers).

City staff, working with a consultant, has completed a *Parks Impact Fee Rate Study* which sets forth assumptions and methodology for calculating new impact fees based on state law, parks valuation, and other factors. This has resulted in an updated parks impact fee that is based on number of bedrooms in a residential housing unit for residential development. The fee for commercial/industrial growth is based on building area.

City Council discussed the ordinance and fee rate study in a Study Session on January 13, 2025.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: 1/13/2025 COMMITTEE RECOMMENDATION: NA

STAFF RECOMMENDATIONS/MOTION:

Move to adopt Ordinance No. 2916 amending Sumner Municipal Code Chapter 12.38 and adopting updated Park Impact Fees.



Park Impact Fees Update

City Council Study Session - 1/13/25

Overview

The City needs to update its Park Impact Fees because:

- Trails are now part of the Transportation Impact Fee, so must be removed from the Park Impact Fee
- Recent state and case law have changed requirements
- We have an updated park level of service (in the new Capital Facilities Plan) based on the current rate of parks investment

The consultant team and staff have prepared an updated rate study for park impact fees.

Background

What are park impact fees?

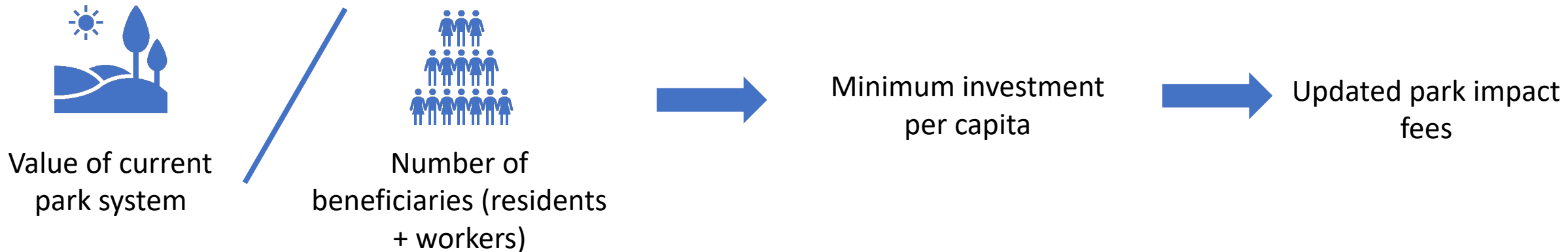
- Fees paid by property developers of residential, commercial, and industrial property to offset the impact of new development on the park system.

What is the history of park impact fees in Sumner?

- The City established a park impact fee in 2018 to support implementation of the City's 2018 Parks and Trails Plan.
- The update to park impact fees aligns with the adoption of the 2024-2030 Parks, Trails and Open Space Plan.

Methodology

- Fees are currently set based on a **per capita investment**.
- Demand for parks and open space is driven by **both residents and workers**.
 - We quantify demand based on relative access to park facilities, or how many hours per week the system is available to each group.
- We incorporate population, employment, and land use projections.
- We adjust the fee based on capital investments funded by other sources.



Updates to the Methodology

- There are some proposed changes to the current methodology, in part due to recent changes to case law and state law:
 - **Residential fees are charged based on the number of bedrooms** (more bedrooms = higher fee).
 - There is a new state requirement to have a proportionally lower impact fee for smaller housing units.
 - **Commercial and industrial charges are lower** (residents are more likely to use parks than workers).
 - Accessory dwelling unit fees = **half of single-family home fees based on the number of bedrooms.**
- The new fee calculation also does not include the value of trails, which provide access to employees for recreation and commuting.

Current Fee Structure

- The City has a per unit housing fee for single family and multifamily residential property and a per square foot fee for commercial/ industrial property
- Accessory Dwelling Units (ADUs) are charged 50% of the multifamily fee

Category	2024 Adopted Fee
Residential Single Family	\$3,527.43
Residential Multifamily	\$3,026.87
Commercial (per 1,000 square feet)	\$1,770.07
Industrial (per 1,000 square feet)	\$829.27
Accessory Dwelling Unit	\$1,513.44

Recommended Fees

- The recommended fee structure includes different fees based on number of bedrooms for residential property.
 - 2025 fees adjust the 2024 calculated fees by inflation.

Category	2024 Adopted Fee	2024 Calculated Fee	2025 Calculated Fee
Residential – no bedroom	--	\$1,946.52	\$2,021.54
Residential – 1 bedroom	--	\$3,244.19	\$3,369.24
Residential – 2 or 3 bedrooms	--	\$4,055.24	\$4,211.55
Residential – 4+ bedrooms	--	\$6,488.39	\$6,738.48
Residential Single Family	\$3,527.43	--	--
Residential Multifamily	\$3,026.87	--	--
Commercial (per 1,000 square feet)	\$1,770.07	\$202.27	\$210.07
Industrial (per 1,000 square feet)	\$829.27	\$112.37	\$116.70
Accessory Dwelling Unit	\$1,513.44	50% of fee for the number of bedrooms	50% of fee for the number of bedrooms

Estimated Revenue from Fees

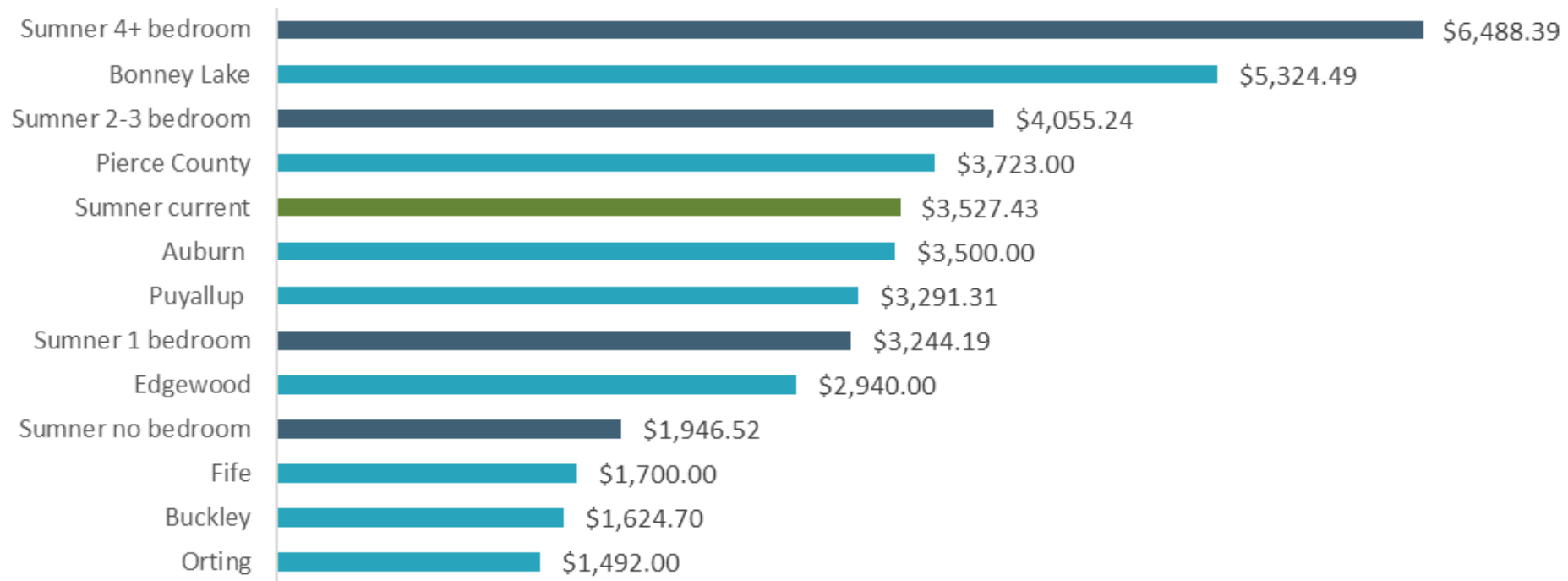
- The estimated revenue that could be collected from park impact fees between 2025 and 2044 is **\$7.2-\$9.6 million**.
- This estimated range is based on the projected growth in housing units and commercial/industrial square feet, the calculated fees, and estimated inflationary increases to the fees over a 20-year period.
- Actual revenue depends on the amount of growth and when that growth would occur.

Eligible Projects

- Impact fees may be applied to park system improvements that add capacity to serve growth.
- The 2024 Parks and Trails Plan and 2025 Capital Facilities Plan identified **\$22.5 million in project costs that are considered “capacity-adding”** or potentially eligible for use of impact fees.
- The City could use other funding sources to offset the gap between estimated revenues and project costs.

Fee Comparisons

- **Single family residential** park impact fees for Sumner and neighboring cities are shown below.
- The proposed **4+ bedroom fee for Sumner is the highest of this group and the proposed 2-3 bedroom fee is near the top of the range.**



Discussion

ORDINANCE NO. 2916

CITY OF SUMNER, WASHINGTON

AN ORDINANCE UPDATING THE CITY OF SUMNER PARKS IMPACT FEE; SPECIFIC DEFINITIONS; FEE CALCULATIONS AND AMENDING SUMNER MUNICIPAL CODE CHAPTER 12.38 INCLUDING SECTIONS 12.38.010; 12.38.020(I) AND (J); 12.38.040; AND 12.38.100.

WHEREAS Sumner's *2018 Parks & Trail Plan* assisted the City in planning for parks and trails and is due for an update; and

WHEREAS the *2024-2030 Parks & Trails Plan* will maintain consistency, as required by RCW 36.70A.130 (2)(a) (iv), with the Sumner Comprehensive Plan and associated Capital Facility Plan, and is compatible with the City's budget, and would enhance the City's eligibility for grants such as with the Washington State Recreation and Conservation Office; and

WHEREAS the Growth Management Act as codified in Chapter 36.70A RCW requires a Capital Facility Plan including parks that supports planned growth at City-defined levels of service, and within considered funding capabilities; and

WHEREAS, on May 20, 2024 the Sumner City Council approved Resolution No. 1686 adopting the *2024-2030 Parks & Trails Plan*; and

WHEREAS the City completed a *Parks Impact Fee Rate Study*, dated December 31, 2024 evaluating, and documenting the methodology and updated Park Impact Fee calculations and fee schedule consistent with state law; and

WHEREAS the City Council was presented the *Parks Impact Fee Rate Study* and Ordinance at a Study Session on January 13, 2025; and

WHEREAS the City Council finds that adopting this Ordinance to update the City's park impact fees consistent with the updated rate study is in the public interest and will advance public health, safety, and welfare.

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

Section 1. Findings. The recitals of this Ordinance are hereby adopted as findings of fact in support of this Ordinance.

Section 2. Amended Section. That Sumner Municipal Code section 12.38.010 “Findings, purpose and authority,” subsection (A) is hereby amended to read as follows:

12.38.010 Findings, purpose and authority.

A. The city council finds and determines that new residential growth and development in the city will create additional demand and need for ~~public facilities (parks)~~ in the city and finds that new residential growth and development should pay a proportionate share of the cost of new ~~public facilities~~ parks, recreational facilities and open spaces needed to serve the new growth and development. The city has conducted an extensive study documenting the procedures for measuring the impact of new residential and non-residential developments on public facilities like parks and has prepared a rate study as identified below. The city council accepts the methodology and data contained in the rate study. Therefore, pursuant to the city’s police powers, the Growth Management Act as codified in Chapter 36.70A RCW (“the Act”) and the impact fee statutes as codified in RCW 82.02.050 through 82.02.100, the city council adopts this chapter to assess impact fees for public facilities.

Section 3. Amended Section. That Sumner Municipal Code section SMC 12.38.020 (I) definition for “Impact Fee Schedule” is hereby amended to read as follows:

I. “Impact fee schedule” means the table of impact fees to be charged per unit of development, computed by the formula contained in the Parks and Trails Impact Fee Rate Study completed by Berk Consulting Inc. dated ~~January 5, 2018~~ December 31, 2024 (the rate study), indicating the standard fee amount per unit of development that shall be paid as a condition of such development within the city.

Section 4. Amended Section. That Sumner Municipal Code section SMC 12.38.020 (J) definition for “Park Facilities” is hereby amended to read as follows:

J. “Parks facilities” mean publicly owned parks, open space, ~~trails~~, and recreational facilities.

Section 5. Amended Section. That Sumner Municipal Code section SMC 12.38.040 “Fee Calculations” is hereby amended to read as follows:

12.38.040 Fee calculations.

A. The fee shall be calculated based on the methodology set forth in the parks impact fee rate study.

B. Any impact fee imposed shall be reasonably related to the impact caused by the development and shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development. The impact fee formula shall take into

account the future revenues the city will receive from the development, along with system costs related to serving the new development.

C. The fee schedule shall reflect the proportionate impact of new housing units, including multifamily and condominium units, based on the square footage, number of bedrooms, or trips generated, in the housing unit in order to produce a proportionally lower impact fee for smaller housing units.

ED. For the purpose of this chapter, single-family dwellings, multifamily dwellings and mobile homes shall be treated as single-family dwellings and duplexes shall be treated as multifamily dwellings have fees calculated based on the number of bedrooms per SMC 12.38.100(A).

DE. For the purposes of this chapter, an accessory dwelling unit (ADU) defined in SMC 18.04.0035 and as regulated in SMC Title 18 is considered a multifamily unit and shall be charged in accordance with the number of bedrooms, provided that an ADU shall be charged 50 percent of the fee listed in SMC 12.38.100(A) rate.

EF. The methodology shall provide for an in-kind credit for acceptable park facilities or open space sites actually provided constructed or dedicated to the City by a developer which the, in the sole discretion city finds acceptable of the City.

Section 6. Amended Section. That Sumner Municipal Code section SMC 12.38.100 “Fee schedule and updates,” is hereby amended to read as follows:

12.38.100 Fee schedule and updates.

A. The following impact fees are based on the city’s ~~2018~~ 2024 rate study:

- ~~1. Single family dwelling unit: \$2,580.23 per dwelling unit.~~
- ~~2. Multifamily: \$2,214.08 per dwelling unit.~~
- ~~3. Commercial: \$1,294.76 per 1,000 square feet.~~
- ~~4. Industrial: \$606.92 per 1,000 square feet.~~ 1. Residential – No Bedroom (Studio): \$2,021.54.
2. Residential – 1 Bedroom: \$3,369.24.
3. Residential – 2 or 3 Bedroom: \$4,211.55.
4. Residential – 4 plus Bedrooms: \$6,738.48.
5. Commercial: \$210.07 per 1,000 square feet.
6. Industrial: \$116.70 per 1,000 square feet.

B. Park impact fee rates shall be updated annually using the following procedures:

1. The director shall use the ~~Construction Cost~~ Consumer Price Index – Urban Consumers for the Seattle-Tacoma-Bellevue Metropolitan Area (CPI-U) ~~(June-June)~~ published by the

~~Engineering News-Record~~ to calculate annual inflation adjustments in the impact fee rates. The park impact fees shall not be adjusted for inflation should the index remain unchanged.

2. The indexed impact fee rates shall be effective January 1st. A copy of the indexed impact fee rates shall be provided to the city council but the indexed rates shall become effective without further council review.

C. The director shall review the park impact fee rates biennially to determine when a new park impact fee rate study should be prepared and recommend to the city council when a new study should be prepared.

Section 7. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 8. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 9. Effective Date. This ordinance shall take effect five (5) days from the date of publication in the City's official newspaper.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this ____ day of _____ 2025

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

First Reading:

Date Adopted:
Date of Publication:
Effective Date: