



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

October 20, 2025 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/86937361031>

Phone one-tap:

+12532158782,,86937361031# US (Tacoma)

Join via audio:

+1 253 215 8782 US (Tacoma)

+1 253 205 0468 US

Webinar ID: 869 3736 1031

CALL TO ORDER

Pledge of Allegiance

Invocation - Father Jerry Burns, Saint Andrews Catholic 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. Department of Ecology Subordination Agreement
2. Heritage Park - Consultant Contract Amendment
3. Resolution No. 1733 - Pierce Conservation District Interlocal Agreement
4. Titus Will Utility Easement
5. Approval of the minutes from October 6, 2025, regular council meeting and the October 13, 2025, study session.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to attend the meeting via the ZOOM link or by telephone. If you are unable to attend the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 4:00pm on the day of the meeting. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**

- a. Ordinance No. 2936 - Manufactured Home Park Overlay - Zoning Code Text Amendment

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: Department of Ecology Subordination Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Subordination Agreement
-

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The Sumner YMCA property has been undergoing diligent environmental clean-up activities for the last decade. The Department of Ecology is finally preparing to issue the YMCA a final "No Further Action (NFA) letter" for the YMCA of Pierce and Kitsap County (YMCA) site in Sumner, which is Ecology's acceptance of the clean-up and acknowledgment of its completion. Ecology first requires the YMCA to execute and record a restrictive covenant and to have holders of an interest in the affected property, including the City's right-of-way, execute a subordination agreement acknowledging the restrictive covenant. The City of Sumner has a small utility access easement upon the YMCA's property, so the required subordination agreement concerns that portion of the site covered by the City's utility easement. The City is not taking on any current or future responsibility for the clean up activities through execution of this subordination agreement, it is merely acknowledging that the easement sits upon property that is the subject of an Ecology clean-up order and that any future work in the subject area requires advanced notification to the Department of Ecology.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/7/2025

COMMITTEE RECOMMENDATION: Do pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to execute a Subordination Agreement in the form required by the Washington State Department of Ecology, to be attached and recorded with a restrictive covenant by the Sumner YMCA, and ratify and confirm any and all prior acts consistent with this authority.

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That The City of Sumner, a Washington Municipal Corporation as the owner and holder of a real property interest under that certain Waterline Easement bearing the date the 1st day of June, 2016 executed by the YMCA of Pierce and Kitsap Counties, a Limited Liability Company, the Owner and recorded in the office of the County Auditor of Pierce County, State of Washington, on August 3, 2016, under Auditor's File Number 201608030353, and as the owner and holder of certain personal property pursuant to a Bill of Sale bearing the date the 10th day of October, 2017 executed by MML Management, a Limited Liability Company, the Owner and recorded in the office of the County Auditor of Pierce County, State of Washington, on October 12, 2017, under Auditor's File Number 201710120164 does hereby agree that said Instruments shall be subordinate to the interest of the State of Washington, Department of Ecology, under the Environmental Covenant to which this Agreement is attached.

Signature: Kathy Hayden
By: Kathy Hayden
Title: Mayor
Dated: 09/29/2025

STATE OF WASHINGTON
COUNTY OF PIERCE

On this 29th day of September, 2025, I certify that Kathy Hayden personally appeared before me, acknowledged that **she** signed this instrument, on oath stated that **she** was authorized to execute this instrument, and acknowledged it as the Mayor of the City of Sumner to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



[Signature]
Notary Public in and for the State of Washington
Residing at Bonney Lake, WA
My appointment expires 1-9-2027

SUBJECT: Heritage Park - Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: 17,500.00

Within Budget Allocation: 17,500.00

ATTACHMENTS:

1. Heritage Park - Consultant Contract Amendment

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:

For the Main Street Vision Project, in 2022-2023, JETT Landscape Architecture + Design worked with the City to re-imagine Reuben Knoblauch Heritage Park as a more active, useful heart of the City for special events and everyday use. In 2024, JETT completed the full design for Heritage Park and Hops Alley, including the new Heritage Park Event Building. This year, the City will construct Heritage Park Phase 2 & Hops Alley.

JETT Landscape Architecture + Design, Inc. was previously requested to provide rendering services for this project. An agreement with a maximum amount payable of \$17,500 was negotiated for this. This amendment increases the total contract value to \$2,213,215.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/7/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to JETT's Consultant Services Contract for the Heritage Park & Alley project (CIP 24-10), increasing the contract amount by \$17,500 to a total authorized amount not-to-exceed \$2,213,215, 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. 4

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Jett Landscape Architecture + Design, Inc.**

CONTRACT NAME & PROJECT NUMBER: **Heritage Park & Alley Master Plan (W-22-04)**

ORIGINAL AGREEMENT DATE: **October 17, 2022**

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>	\$215,000.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$1,980,715.00
Current Contract Amount <i>including all previous amendments</i>	\$2,195,715.00

Current Amendment Sum	\$17,500.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$2,213,215.00

Original Time for Completion <i>(insert date)</i>	12/31/2024
Revised Time for Completion under prior Amendments <i>(insert date)</i>	12/31/2026
Add'l Days Required ($\pm$) for this Amendment	0 calendar days
Revised Time for Completion	N/A



Orinda Office
2 Theatre Square
Suite 218
Orinda, CA 94563
925.254.5422 P

Seattle Office
3445 California Avenue SW
Suite A
Seattle, WA 98116
206.947.6869 P

AMENDMENT PROPOSAL FOR PROFESSIONAL SERVICES

DATE: September 18, 2025

TO: Drew McCarty
Assistant Engineering Manager
City of Sumner
1104 Maple Street
Sumner, WA 98390

PROJECT: Reuben A. Knoblauch Heritage Park, Event Building & Hops Alley
Amendment 04 – Heritage Park Site - Update Renderings and Fly-through

CLIENT: City of Sumner, Washington

CC: Derek Barry, Community Services Manager
Alisa O'Haver-Ayala, Deputy Public Works Director
City of Sumner

Dear Derek,

JETT Landscape Architecture + Design, Inc. is pleased to have the opportunity to submit the following amendment proposal to the City of Sumner for Landscape Architectural Services for the Heritage Park Event Building and Site for Reuben A. Knoblauch Heritage Park & Hops Alley implementation, in the City of Sumner, Washington.

We have provided an updated estimate from our architect on final building specifications and building and site renderings for your review. Feel free to contact me anytime to discuss this proposal, or if any of the above requires further clarification.

Sincerely,
Jett Landscape Architecture + Design

A handwritten signature in black ink, appearing to read "TB", with a stylized flourish extending from the end.

Todd L. Bronk, Principal
WRLA #1056

GENERAL SCOPE OF WORK

The following Scope of Work is based upon the City of Sumner's Heritage Park – Phase 2 design and documentation completion currently under construction. JETT's scope would include updating the master plan design and renderings, providing a fly through video of the site to be incorporated into the fly-through renderings of the Heritage Park Event building

The project consists of the following tasks / scopes of work:

1. Heritage Park – Site Updated Renderings & Fly-through

The scope of work will include the following disciplines | professional design firms:

1. Landscape Architecture | JETT

DETAIL SCOPE OF WORK

JETT will be providing the following scope of services for site renderings / animations.

Task 1: Heritage Park and Hops Alley Site Renderings + Animation

1.1 Model based renderings

1. Duration: 60 days
2. Disciplines:
 - A. Landscape Architecture
3. Description:
 - A. Model Clean up and Material Placement for Heritage Park.
 - i. Update site models with updated park design representing materials, spaces, and details per specifications of the Phase 2, 3, and 4 documentation packages completed in 2024.
 - B. Animation
 - i. Develop coordinated animation of exterior renderings for the following spaces:
 1. Exterior rooms (Play area, Event Lawn / stage, Main Street Plaza, and Festival Alley (Hops Alley)
 2. Develop daily animation and event animation.
 - ii. Utilizing a completed model from the Task 1 renderings, create a draft animation to share with the City for comments and input.
 - iii. Update final animation per City comments, add final entourage, furniture, and lighting effects. Assume 1 round of review by City for animation.
 - iv. Present final animation to client / owner and prepare a full size and reduced file size (for website viewing).
4. Meetings:
 - A. (2) Client Meetings
5. Deliverables:
 - A. Draft Animation presentation
 - B. Final Animation presentation, large and small file format.

FEES AND EXPENSES

Fees for the above services will be provided on a **Time and Materials NTE (not to exceed) basis** and invoiced monthly on each task and phase of work. The below fees for base services include all sub-consultant fees. Refer to breakdown of fees in Exhibit C.

Base Services

Task 1: Site Renderings + Animation	\$ 17,500
Total Base Services Fee	\$ 17,500
Reimbursable Expenses (Budget Estimate)	\$ -
Total Fee	\$ 17,500

Reimbursable expenses are NOT included in the above fees and will be billed on a time and materials basis as described under the Schedule of Hourly Rates and Expenses. Please see Assumptions and Schedule of Hourly Rates and Expenses below.

ADDITIONAL SERVICES

Fees for the following optional services are not included in the above Scope of Work and Fees and may be negotiated on a task-by-task basis or at stated hourly rates. JETT will provide a detailed estimate of fees and expenses for Client approval prior to commencing with these services.

- | | |
|--|--------------------|
| 1. Change in overall project schedule of the outlined in the assumptions | Time and Materials |
| 2. Additional advanced graphics / renderings not identified above | Time and Materials |

SCHEDULE OF HOURLY RATES (JETT)

Refer to attached Exhibit A

ASSUMPTIONS

- Unless otherwise notified by City of Sumner (City), acceptance of the above proposal is for Base Services only on a time and material basis.
- JETT will provide services in accordance with the above Scope of Work and Fees which shall be made a part of any agreement between JETT and City of Sumner (City) and both party's responsibilities and duties shall be as agreed upon under any such agreement.
- Reimbursable expenses are not part of this contract, printing can be completed if needed on a time and materials basis.

EXCLUSIONS TO THE SCOPE OF WORK

Services not included in the above Scope of Work and fees are outlined below. Some services not performed by the JETT team may be contracted through them.

- Professional services beyond those identified in base services as described above, including advanced night renderings and lighting effects, musical overlays, and dynamic plant materials and site features.

ESTIMATED WORK SCHEDULE

Refer to tasks above.

EXHIBIT ‘A’

Schedules of Hourly Rates (JETT)

SCHEDULE OF HOURLY RATES AND EXPENSES

Hourly rates will be billed as follows in accordance with the above Scope of Work and Fees. The following fees are subject to change on or about January 1, 2026.

Principal	\$185.00 - \$265.00
Senior Landscape Architect / Project Manager	\$155.00 - \$185.00
Landscape Designer II / Sr. Cadd Drafting Technician	\$135.00 - \$150.00
Landscape Designer I / Cadd Drafting Technician	\$115.00 - \$130.00
Clerical	\$85.00 - \$120.00

EXPENSES

Printing, Plotting from CADD files and Reprographics by outside vendors.

In-house Plots – Black and White	\$2.09/S.F.
In-house plots – Color	\$3.30/S.F.
Small format in-house printing (8-1/2"x11")	\$0.28 per page for black and white / \$1.87 color
Small format in-house printing (11"x17")	\$0.28 per page for black and white / \$1.87 color

Reimbursable travel expenses include vehicular mileage at the current per mile rate published by the IRS at the time of billing, bridge tolls and parking, airfare, transit fare, lodging and meals. Printing and reprographics receipts will be submitted with each monthly billing in accordance with the attached Scope of Services and Fees.

SUBJECT: Resolution No. 1733 - Pierce Conservation District Interlocal Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1733 - Pierce Conservation District Interlocal Agreement

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

Pierce Conservation District sponsors a crew from the Washington Conservation Corps. This crew has availability to assist the City in maintaining and improving natural areas in the City of Sumner, which this interlocal agreement allows for. The agreement will provide an ongoing arrangement for the City to reserve up to 30 days of crew time from the Conservation District annually. The current cost per day is approximately \$1,540 per day plus administration by Pierce Conservation District staff.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/7/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1733, authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and the Pierce Conservation District related to Washington Conservation Corps Crew usage in a form as approved by the City Attorney.

**RESOLUTION NO. 1733
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE PIERCE CONSERVATION DISTRICT FOR PLANTING AND INVASIVE SPECIES REMOVAL.

WHEREAS, the City of Sumner and the Pierce Conservation District seek to enter into an intergovernmental agreement enabling the City of Sumner to eliminate invasive plants on along the banks of Salmon Creek and other natural areas and replace them with native riparian plants; and

WHEREAS, the City and District are unable to address the full scope of natural resource and conservation needs with existing staff and budget.

WHEREAS, the agreement has a perpetual term allowing the Public Works Director to annually approve the extent of work performed by the District and the District's rate for the work; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Sumner to enter into said intergovernmental agreement; and

WHEREAS, the City of Sumner is authorized, pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, to enter into such agreement.

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

Section 1. Authorization. That the City Council hereby approves an Interlocal Agreement between the City of Sumner and the Pierce Conservation District for the purpose of restoring natural areas, which Agreement is attached and is incorporated by reference. The Mayor is authorized to sign the Agreement in substantially the form that is attached.

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. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

Section 4. **Effective Date.** This resolution shall take effect and be in force immediately upon passage by the City Council.

ADOPTED AND APPROVED this _____ day of _____, 2025.

Kathy Hayden, Mayor

Attest:

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN
PIERCE CONSERVATION DISTRICT
AND
CITY OF SUMNER**

THIS AGREEMENT is made and entered into by Pierce Conservation District (District or PCD) and the City of Sumner (City).

THE PURPOSE OF THIS AGREEMENT IS TO COMPLETE stream planting on the Salmon Creek in Sumner with the assistance of Pierce Conservation District, including invasive removal, tree planting, material sourcing, and crew management (collectively, the "Project").

THEREFORE IT IS MUTUALLY AGREED THAT:

WHEREAS the City has a number of goals and initiatives to improve the quality of the city's open spaces and ecosystems.

WHEREAS the Pierce Conservation District is a sub-division of state government created to promote the conservation of renewable natural resources in Pierce County.

WHEREAS the City and District are unable to address the full scope of natural resource and conservation needs with existing staff and budget.

WHEREAS the City has conveyed its interest in partnering with the District to complete a specific stream planting project, it is mutually agreed that the District will manage, administer and coordinate the project with funding by the City.

1. SCOPE OF SERVICES – The District shall manage and administer the Project's work crews including, without limitation, scheduling, financial tracking, financial oversight, and procurement of materials. Of the estimated 164 available crew days, the City shall receive and pay for a minimum of 11 working crew days. Under the terms of this agreement, the City may purchase additional days of crew time (either unclaimed days or from other willing partners) but will be financially responsible for a minimum of 11 crew days.
2. BUDGET – An estimated budget and scope of work for the upcoming work season (Fall 2025 through late summer 2026) is included as Exhibit A, costs to be paid will be actual costs incurred by PCD necessary to complete the scope of services. The rate through June 30, 2026 will be \$1,540.00 per day plus 15% indirect for a total rate of \$1,771.00 per day, plus material costs and PCD staff time to manage and administer the project as needed.

Both parties expect that the City will contract for an estimated 15 WCC crew days per year, up to a maximum of 30 days per year. Annual crew work shall be reserved by the City through a service order that will specify the number of crew days, up to thirty (30), the termination date, and PCD rates for that year including the per day rate, indirect percentage, total per day rate and whether PCD material and administrative costs will be invoiced. Such service order will be a unique and separate agreement that incorporates and is subject to the terms and conditions of this agreement and is distinct from all other service orders. This agreement does not require either party to execute an annual service order. A service order may not amend or modify the terms and conditions of this agreement, which shall control if there is any conflict between a service order and the terms of this agreement. A service order shall be effective upon execution of both parties by their duly authorized representative and may be terminated by either party upon 30-days written notice to the other party.

3. PERIOD OF PERFORMANCE – This agreement shall commence on November 1, 2025, and continue until terminated by either party with written notification as described below in Section 8.
4. SCHEDULING – The District will work with the City to coordinate scheduling requests related to crew time, material delivery, volunteer coordination, and planting.

Efforts will be made to honor all parties' requests for WCC crew time. However, in the event that one partner may need more/less crew time, need to change their dates with the crew, or have a conflicting request for crew time, all parties are asked to be flexible to the greatest extent possible so as to accommodate any potential scheduling conflicts with other entities in this partnership.

All parties understand that WCC may require reassignment of the crew for things such as disaster and emergency response efforts at any point in the contract period. In such instances, WCC will try to fulfill partner program needs whenever possible.

The WCC crew works on a 10-hour, 4-workday schedule. The 10-hour day includes all coordination, equipment management and maintenance, and commute time.

All parties understand that PCD's WCC crew is not strictly a work crew but also are part of an educational internship program of AmeriCorps and Washington State's Department of Ecology ("ECY"). Crew time is subsidized by ECY and costs to partners are reduced compared to the commercial contractor services market. As such, WCC crew staff may occasionally have training or meetings scheduled by AmeriCorps or ECY as part of their scheduled work days, and PCD does not oversee this time. If the WCC crew is required to spend more than an hour of a given work day attending a meeting or training as part of the WCC program, PCD's project manager will communicate with the City project manager and reschedule if needed.

5. INVOICING – The District will submit one invoice at the end of each quarter if charges have accrued during the prior quarter. Payment shall be submitted to the District within 30 days of receipt by the City.

Invoices will be sent to the attention of:

Robert Wright, Environmental Sustainability Specialist
City of Sumner
1104 Maple St.
Sumner, WA, 98390
(253) 299-5708
robertw@sumnerwa.gov

INDEPENDENT CAPACITY – The employees of each party who are engaged in the performance of this agreement shall continue to be employees of that party and shall not be considered for any purpose to be employees of the other party.

6. AMENDMENTS – This agreement may be amended by mutual written agreement of the parties. Such amendments shall not be binding unless they are in writing, approved by the governing bodies of each party pursuant to state law, signed by the parties' signatory to this agreement.
7. TERMINATION – Either party may terminate their part of this agreement upon written notification to the other party 30 days prior to the effective termination date.
8. INDEMNIFICATION – To the fullest extent permitted by law, the District and City shall indemnify, defend, and hold harmless each other, their governing bodies, elected officials, agents and employees, as well as the State of Washington, its officials, agents and employees from and against all claims for injuries or death, losses or suites including attorney fees arising out of or resulting from the indemnifying party's action or inaction in the course of performance of this agreement.
9. DISPUTES – In the event that a dispute arises under this agreement, the District and City will promptly give the other a written request to meet and explanation of problems or concerns arising in connection with carrying out the scope of work under this Agreement and will meet as needed, but no later than fifteen (15) days after receipt of a written request for a meeting to minimize the same. If the dispute cannot be resolved through preliminary informal discussions, the District and City may by mutual agreement submit the disputed issues to a mediator as jointly agreed upon by both parties.
10. GOVERNANCE – This agreement is entered into pursuant to and under the authority granted Conservation Districts by RCW 89.08.220(9) (the Conservation Districts law) and by RCW 39.34.060 (the Interlocal Cooperation Act). The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules; and
- b. Any other provisions of the agreement, including material incorporated by reference.

11. 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.

IN WITNESS WHEREOF, the parties have executed the agreement.

Pierce Conservation District

Dana Coggon, Executive Director

Date

City of Sumner

Kathy Hayden, Mayor

Date

Jason Wilson, City Administrator

Date

Approved to as Form:

Andrea Marquez, City Attorney



PIERCE CONSERVATION DISTRICT / CITY OF SUMNER
WCC CREW ILA SERVICE ORDER

Period of Work:		
Scope of Work:	See Exhibit A	
Work will include: See Exhibit A		
Budget for Services:	\$XX,XXX.XX	
BARS Number:		
Responsible Staff:		
AUTHORIZATION SIGNATURES		
	NAME	DATE
Pierce Conservation District		
Public Works Director		

SUBJECT: Titus Will Utility Easement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Titus Will Utility Easement

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

As a condition of Titus Will's development, it had to build out and the connect to the City's water, sewer and storm utility infrastructure. This easement grants the City the right to access and maintain those utility pipes, which are also being conveyed to the City through a bill of sale. This is a standard easement required of all development that connects to or expands City utilities.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/6/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to approve an easement agreement between the City of Sumner and Titus Will for access to underground City utilities and ratifying and confirming any prior acts consistent with this approval

Excise Tax Exempt

Pierce County, WA

09/16/2025 3:42 PM

Electronically Submitted

LPATTER

202509160498

Electronically Recorded

Pierce County, WA LPATTER

09/16/2025 3:42 PM

Pages: 5 Fee: \$307.50

RETURN TO:

City of Sumner
Public Works Department
1104 Maple Street
Sumner WA 98390-1423

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Easement – City utility (limited partnership)
GRANTOR(S):	Titus-Will Enterprises Inc
GRANTEE:	City of Sumner, a Municipal Corporation
LEGAL DESCRIPTION:	Exhibit 'A' or page 1 of this document
ABBREVIATED LEGAL DESCRIPTION:	Section 30 Township 20 Range 05 Quarter 11
ASSESSOR TAXPARCEL I.D. NUMBERS:	0520305007
NAME OF PROJECT	Titus-Will / PRJ2023-0003
ADDRESS OF PROJECT	16320 64 th St E
PROJECT NO.	PRJ2023-0003

THIS INSTRUMENT made this 12th day of August, 2025, by and between
Titus-Will Enterprises, Inc. ("Grantor") and the CITY OF SUMNER, a Washington municipal corporation ("Grantee").

WITNESSETH that Grantor for and in consideration of mutual benefits derived and/or other valuable consideration receipt of which is hereby acknowledged by Grantor, do grant, bargain, sell, convey, and confirm to Grantee, its successors and/or assigns, an easement for ingress and egress for the purpose of transporting Grantee's personnel and equipment over, through, across and upon the following described property situated in Pierce County, Washington, more particularly described as follows ("Easement Area"): SEE EXHIBIT "A" ATTACHED

No obstructions of any kind whatsoever shall be allowed within the Easement Area that would impede the ingress and egress for the purposes herein defined. Grantee shall have the right, but not the obligation, to enter the Easement Area and immediate adjacent incidental areas to remove obstructions and to maintain the Easement Area for its intended use.

Grantor shall retain the right to use the surface of this easement, including the immediately adjacent incidental areas, so long as that use does not interfere with the uses described in this document.

Grantee shall at all times exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee accepts the easement area in its present physical condition, AS IS. Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense actions and claims, including costs and reasonable attorney's fees incurred by Grantor in connection therewith, arising directly or indirectly on account of or out of the exercise by Grantee, its servants, agents, employees and contractors of the rights granted in this easement.

This easement shall be a covenant running with the land forever and shall be binding on the Grantor's successors, heirs, and assigns.

DATED this 12th day of August, 2025.

GRANTOR

X [Signature]
Trevor M. Will
 Its: V. P.

Its: _____

STATE OF WASHINGTON)

)

SS

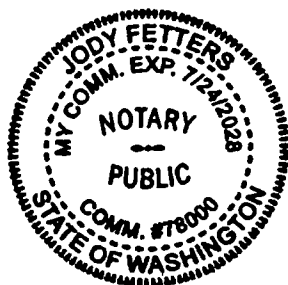
COUNTY OF PIERCE)

)

On this 12th day of August, 2025, before me a Notary Public in and for the State of Washington, personally appeared Trevor M. Will to me known to be the individual that executed the foregoing instrument, and acknowledged it to be the free and voluntary act, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Printed Name: _____

Jody Feters

NOTARY PUBLIC in and for the State

Washington, residing at

Tacoma

My Commission Expires:

7-24-2028

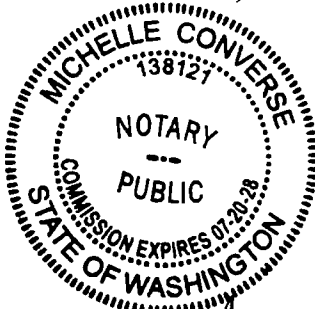
CITY OF SUMNER

By: Kathy Hayden Mayor By: Jason Wilson City Administrator

STATE OF WASHINGTON)
COUNTY OF PIERCE) SS

On this 15th day of September, 2025 before me, the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared Kathy Hayden and Jason Wilson, representing themselves as Mayor and City Administrator, respectively, of the City of Sumner, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Michelle Converse

Printed Name:

Michelle Converse

NOTARY PUBLIC in and for the State

Washington, residing at

Bonney Lake, WA

My Commission Expires:

7/20/28

Approved to Form:

By:

Andrea Marquez City Attorney

ATTEST:

By:

Michelle Converse
Michelle Converse
City Clerk

TYPE OF DOCUMENT:

Easement – City utility (limited partnership)

GRANTOR(S):

Titus-Will Enterprises Inc

GRANTEE:

City of Sumner, a Municipal Corporation

LEGAL DESCRIPTION:

Exhibit 'A' or page 1 of this document

ABBREVIATED LEGAL DESCRIPTION:

Section 30 Township 20 Range 05 Quarter 11

ASSESSOR TAXPARCEL I.D. NUMBERS:

0520305007

NAME OF PROJECT

Titus-Will / PRJ2023-0003

ADDRESS OF PROJECT

16320 64th St E

PROJECT NO.

PRJ2023-0003

EXHIBIT "A" LEGAL DESCRIPTION

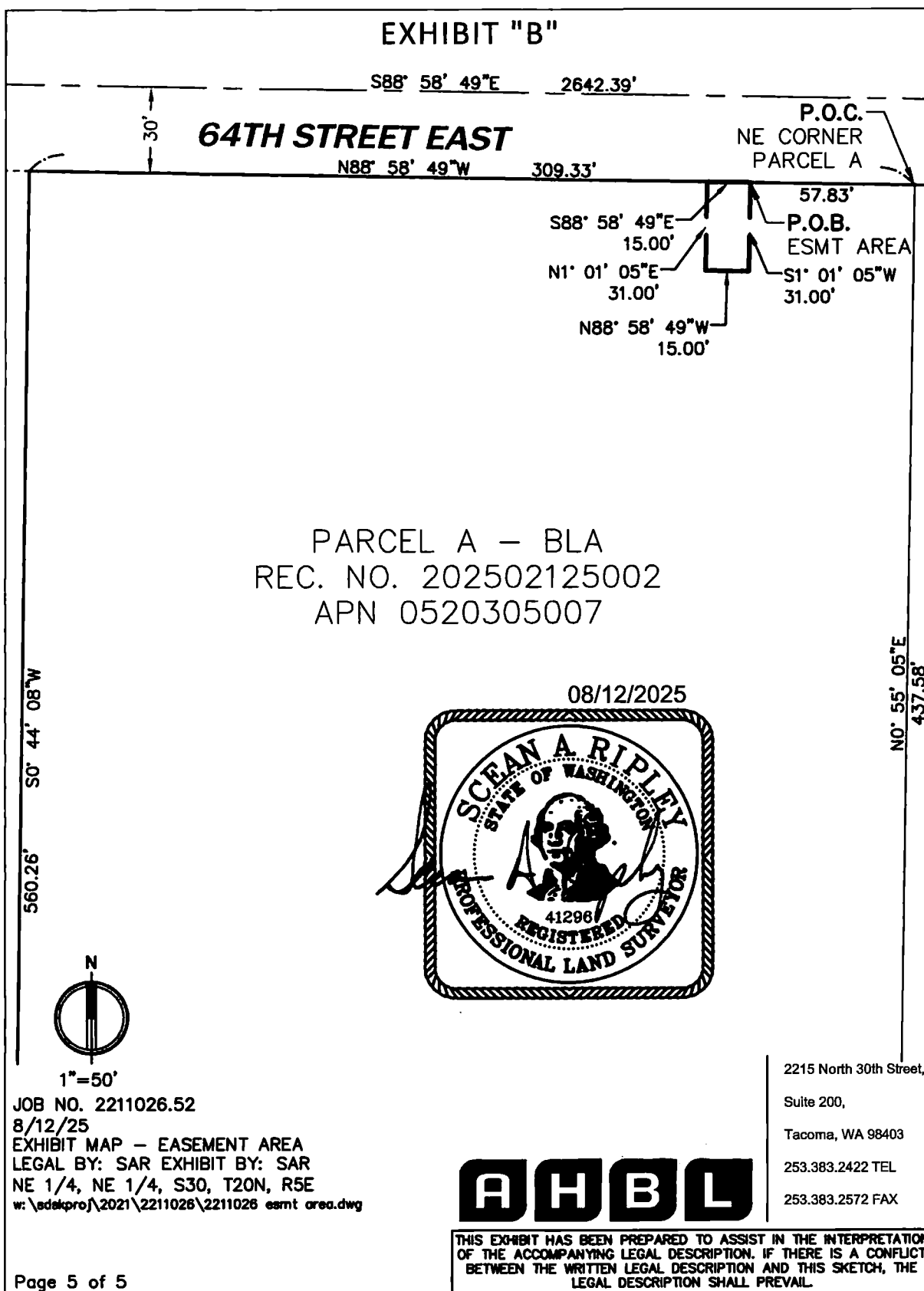
THAT PORTION OF PARCEL A OF BOUNDARY LINE ADJUSTMENT LLA-2024-0004 AS RECORDED UNDER RECORDING NUMBER 202502125002, RECORDS OF PIERCE COUNTY WASHINGTON; SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL A;
 THENCE ALONG THE NORTH LINE OF SAID PARCEL A, NORTH 88°58'49" WEST, A DISTANCE OF 57.83 FEET TO THE **POINT OF BEGINNING**;
 THENCE LEAVING SAID NORTH LINE, SOUTH 01°01'05" WEST, A DISTANCE OF 31.00 FEET;
 THENCE NORTH 88°58'49" WEST, 15.00 FEET;
 THENCE NORTH 01°01'05" EAST, 31.00 FEET TO SAID NORTH LINE;
 THENCE ALONG SAID NORTH LINE, SOUTH 88°58'49" EAST, 15.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 465 SQUARE FEET, OR 0.01 ACRES MORE OR LESS.

08/12/2025





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

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - October 6, 2025 RCM
2. Minutes - October 13, 2025 SS

STAFF CONTACT: Michelle Converse

SUMMARY BACKGROUND:

Minutes for approval from previous Council meetings.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



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

Staff present: Jason Wilson, Andrea Marquez, Ryan Windish, Jeff Steffens, Michael Kosa, Maria Parisot, Brad Moericke, Noel Clark, Carmen Palmer

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

CALL TO ORDER

Pledge of Allegiance

Invocation- Chris Lumsden

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

CONSENT AGENDA

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

1. Approval of checks and electronic payments in the amount of \$1,378,868.06.
2. Resolution No. 1730 - Petty Cash
3. Sk8 Park Demolition - Construction Contract Award
4. Resolution No. 1731 - Senior Center Community Development Block Grant Acceptance
5. Approval of the meeting minutes from the September 15, 2025 regular council meeting and the September 22, 2025 study session.

PASSED BY VOICE VOTE.

PUBLIC HEARING

None tonight.

REGULAR BUSINESS

1. Unfinished Business

None tonight.

2. Public Comment

Randall Adams, Sumner spoke about the Ryan House litigation.

3. New Business

None tonight.

3. Reports

a. Council

Councilmember Bitetto was grateful for the proclamation. She praised DC McCurdy for completing the Northwestern University training. She also attended the library groundbreaking and was excited to see construction begin. She attended the Come Walk With Me event.

Deputy Mayor Bowman attended an event at the Y. She advised that there is a large population of homeless youth. She advised of the upcoming Y events for kids in October.

Councilmember Clerget nothing tonight.

Councilmember Cole attended Pierce County Regional Council meeting when Elfers could not go. She reported that growth management coordinating committee update. She advised of presentations for Alliance of Sustainable Climate Action including a November 14th Wildfire Preparedness workshop upcoming, 2025 Point In Time Count which is taken in January every year which includes housed and unhoused people, and the 2025 Legislative Priorities including an introduction of 2026 Legislative Priorities.

Councilmember Elfers attended the library groundbreaking and advised he is having a follow up discussion with the library regarding content. He advised that he felt the Sk8 park was an asset to the City and is sorry to see it go. He advised he missed the Pierce County Regional Council and Cole attended in his stead. October 2nd attended a meeting regarding ADUs in communities and he suggested looking into the topic. Thanked for the Domestic Violence Proclamation.

Councilmember Kenna thanked Sumner PD and Our Sister's House for the information and the proclamation. Advised the Homecoming parade is coming up on the 17th, and that he would attend. He attended the groundbreaking of the library site and was excited for the library to be built. He attended the Open House last week and learned a lot and was excited to see community members there. He encouraged community members to attend future Open Houses. He expressed support for the Sounders and Mariners.

Councilmember Reinke attended the Open House and was happy to see community members there. He also attended the library groundbreaking and was excited to see construction begin. He advised he will be at the Homecoming parade and game. He mentioned the remembrance of firefighter Jeff Conover that occurred recently.

b. **City Administrator**

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues: Study Session next week October 13th: Bond Delegation Ordinance for Dryer, and 2025 Comprehensive Plan Amendment

Next Regular Council Meeting on October 20th- covering: Heritage Park Remediation, Tacoma Ave Overlay, Hops Alley PSE Easement. Subordination Agreement with Department5 of Ecology, the Titus Will Utility Easement and an ILA with Pierce Conservation District

Special Study Session October 20th- Utility Rates for 2026-2027

c. **Mayor**

Come Walk With Me this last weekend and praised the Cannery for their assistance with putting on the walk.

4. **Executive Session**

MAYOR HAYDEN RECESSED THE REGULAR COUNCIL MEETING INTO EXECUTIVE SESSION AT 6:35 PM TO DISCUSS WITH LEGAL COUNSEL PENDING OR THREATENED LITIGATION AN LABOR NEGOTIATIONS. EXECUTIVE SESSION WAS SCHEDULE FOR THIRTY MINUTES, WHICH WAS LATER EXTENDED TO FORTY MINUTES THERE WILL BE NO ACTION TO FOLLOW.

5. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 7:15 PM. Councilmembers concurred.

ATTEST:

Maria Parisot, Deputy City Clerk

Kathy Hayden, Mayor

DRAFT

Staff present: Wilson, Marquez, Windish, Kosa, Steffens, Moericke, Walker and Shannon

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

Mayor Kathy Hayden called the October 13, 2025, Study Session to order at 6pm.
All Councilmembers were present.

STUDY SESSION BUSINESS

2025 Annual Comprehensive Plan Amendments Docket Introduction:

1. Ordinance No. 2943 – 30th Street Map Amendment (MA-03)
2. Ordinance No. 2942 – Southeast Urban Growth Area Map Amendment (MA-02)
3. Ordinance No. 2944 – Capital Facilities Plan Amendment – SBLSD CFP Update (TA-04)
4. Ordinance No. 2939 – Town Center Plan Comprehensive Plan Amendments (MA-01)
 - a. Ordinance No. 2940 – Zoning Code Text Amendments (Form Based Code Update)
 - b. Ordinance No. 2941 -Town Center Planned Action Ordinance

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 8:32pm.

Michelle Converse, City Clerk

Attest:

Kathy Hayden, Mayor

SUBJECT: Ordinance No. 2936 - Manufactured Home Park Overlay - Zoning Code Text Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Presentation
2. Ordinance No. 2936 - Manufactured Home Park Overlay - Zoning Code Text Amendment

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND: On September 8, 2025 the City Council discussed the proposed ordinance in a Study Session and considered the Planning Commission recommendation. Two items were requested to be amended at the Study Session and Ordinance No. 2936 was referred to the City Council Community Development Committee for further discussion and recommendations. On October 1, 2025, the CD Committee voted in favor of two amendments summarized as follows:

1. Include Low Density Residential Zones as applicable for the Mobile Home Park Overlay zones because two of the Mobile Home Park Overlays would occur in a Low Density Residential zone.
2. Creating enforcement provisions and appeal provisions for the required relocation report and plan.

The Ordinance No. 2936 contains highlighted sections in red text that indicate amended text approved by the CD Committee.

Background and Legislative History

In January, the City Council adopted the 2024 Comprehensive Plan Periodic Update as required by the state Growth Management Act (GMA). The 2024 Comprehensive Plan contains anti-displacement policies to protect households and individuals from being displaced by new construction or redevelopment. Displacement mitigation and consideration is required by GMA (RCW 36.70A.070) and is to focus on preservation of affordable housing options for vulnerable communities. The Planning Commission and City Council considered and approved anti-displacement policies including the preservation of manufactured home parks as an affordable housing option.

The Zoning Code text amendment before the Planning Commission would create a Manufactured Home Park (MHP) overlay district that would limit the future use of the land to being only a MHP.

The Planning Commission held a public hearing on July 10, 2025, on this Zoning Code text amendment and received comments from residents of manufactured home parks and owners. As a result of comments from the public, the Planning Commission, and the City Attorney, staff is proposing additional edits to the draft ordinance.

On August 7, 2025, the Planning Commission voted unanimously to recommend approval by the City Council of the Zoning Code Text Amendments related to a MHP Overlay Zone.

COUNCIL COMMITTEE/STUDY SESSION: Planning Commission MEETING/STUDY SESSION DATE: 8/7/2025 COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Move to amend and adopt Ordinance No. 2936 pertaining to creating a Manufactured Home Park Overlay Zone.



Manufactured Home Park Overlay Zone

City Council

Study Session

September 8, 2025

Ryan Windish

**Community & Economic
Development Director**

Meeting Objectives



- ❑ Overview of the Manufactured Home (MHP) Overlay Zone
- ❑ Review and respond to questions and comments from City Council
- ❑ Next Steps and Schedule



Why the Zoning Code Amendment?



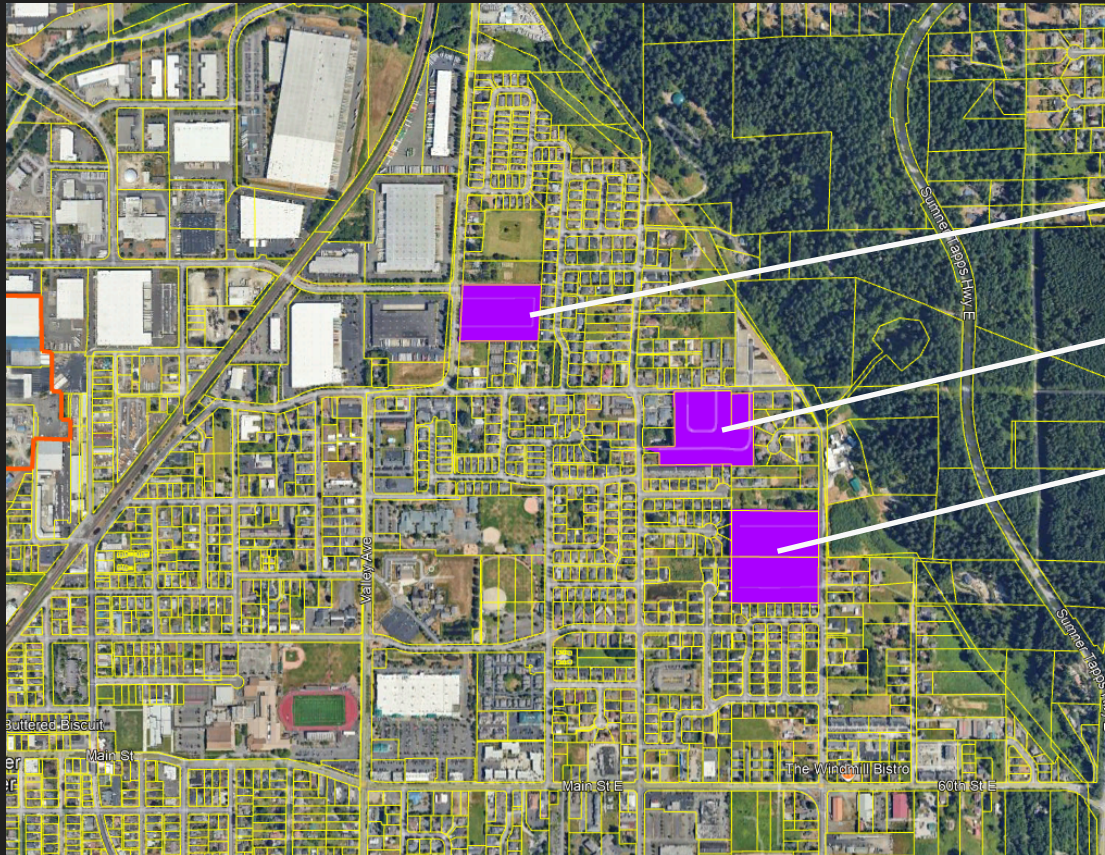
- ❑ State Law (Growth Management Act) requires protections against displacing vulnerable populations
- ❑ Manufactured home parks (MHPs) provide affordable housing for families and seniors
- ❑ Adopted as policy in the 2024 Comprehensive Plan to create MHP Overlay zone
- ❑ Preserving MHPs retains another affordable housing option in the City

Where would these MHP Overlay Zones be located?



- ❑ There are about 260 mobile home sites in Sumner
- ❑ There are 3 Mobile Home Parks that would be affected:
 - ❑ Crystal Springs Mobile Home Park
 - ❑ Double A Mobile Manor
 - ❑ Summerville Estates
- ❑ Rainier Manor is a mobile home subdivision and would not be affected.

Mobile Home Parks in Sumner



Double A

Crystal Springs

Summerville Estates

Key Points of Proposed Amendment



- ❑ A MHP is the only allowed use in the overlay and would apply to MHPs existing prior to November 1, 2025. New MHPs would be exempt.
- ❑ Owners of MHPs could apply for a “use exception” if the overlay zone prevents “beneficial use” of the property and it is not economically viable.
- ❑ If tenants have to move the owner has certain responsibilities to help with displacement.
- ❑ Residents/tenants of the MHP could apply to the City for an Overlay Zone if the residents become vulnerable to displacement.
- ❑ State law gives the tenants “first right of refusal” if the MHP comes up for sale.

CD Committee Changes



The Community Development Committee of the Council approved 2 amendments to the ordinance:

- ❑ Includes Low Density Residential Zones as applicable for the Mobile Home Park Overlay zones because two of the Mobile Home Park Overlays would occur in a Low Density Residential zone.
- ❑ Creating enforcement provisions and appeal provisions for the required relocation report and plan.

Schedule and Next Steps



WHERE WE ARE

Questions?



ORDINANCE NO. 2936

CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING ZONING CODE ESTABLISHING A MANUFACTURED HOME PARK OVERLAY ZONE AND AMENDING CHAPTER 18.34, MANUFACTURED HOME PARKS, AND AMENDING SECTIONS 18.34.010; 18.34.020; 18.34.030; 18.34.040; 18.34.050; 18.34.060; AND CREATING A NEW SECTION 18.34.090.

WHEREAS, the Washington State Growth Management Act requires that the City of Sumner take measures to identify local policies and regulations that result in the displacement of vulnerable populations (RCW 36.70A.070(2)(e)); and to implement policies and regulations that begin to undo racially disparate impacts, displacement, and exclusion in housing (RCW 36.70A.070(2)(f)); and identify areas that may be of higher risk of displacement from market forces that occur with changes in zoning development regulations and capital investments (RCW 36.70A.070(2)(g); and

WHEREAS, the Growth Management Act further requires the City of Sumner Comprehensive Plan establish antidisplacement policies with the consideration given to the preservation of historical and cultural communities as well as investments in low, very low, and extremely low, and moderate-income housing; equitable development initiatives; inclusionary zoning; community planning requirements; tenant protections; land disposition policies; and consideration of land that may be used for affordable housing (RCW 36.70A.070(2)(h); and

WHEREAS, the City of Sumner Comprehensive Plan Housing Element contains policy pertaining to the adoption of “provisions in the zoning code such as special zones or development standards that protect manufactured home parks over other types of housing developments” (Policy 6.3); and

WHEREAS, the City of Sumner Comprehensive Plan Land Use Element contains policy specific to the establishment of Manufactured Park Overlay zone with the purpose of the overlay being “to support the continuation of manufactured homes as the primary use on the property and to help ensure that MFHPs continue to provide affordable housing options for Sumner residents:” and

WHEREAS, manufactured home parks offer an affordable housing alternative within the City, particularly for families and seniors over the age of 55; and

WHEREAS, restricting the use of existing manufactured home parks to being only used for manufactured home park purposes reduces the potential for displacement of residents and the likelihood that these properties will be redeveloped; and

WHEREAS, the policies in the Comprehensive Plan pertaining to restrictions on future land uses of Manufactured Home Parks is consistent with the Growth Management Act.

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

Section 1. Chapter 18.34 “Manufactured Home Parks” title and the Sumner Municipal Code is hereby amended to read as follows:

Chapter 18.34

MANUFACTURED HOME PARKS AND OVERLAY ZONE

Sections:

- 18.34.010 Applicability.
- 18.34.020 Permitted locations.
- 18.34.030 Conditional uses.
- 18.34.040 Submittal requirements.
- 18.34.050 Park development standards.
- 18.34.060 Manufactured home site standards.
- 18.34.070 Nonconforming parks, site.
- 18.34.080 Operation and maintenance of manufactured home parks.
- 18.34.090 Manufactured Home Park Overlay Zone.

Section 2. Section, 18.34.010 “Applicability” and the Sumner Municipal Code is hereby amended to read as follows:

18.34.010 Applicability.

The development, preservation and operation of manufactured home parks within the city shall be subject to this chapter. For purposes of this chapter, a “new manufactured home parks” are those parks permitted by the City pursuant to this Title after November 1, 2025.

Section 3. Section, 18.34.020 “Permitted Locations” and the Sumner Municipal Code is hereby amended to read as follows:

18.34.020 Permitted locations.

The locations for new manufactured home parks shall be governed by the underlying zoning.

Section 4. Section, 18.34.030 “Conditional Uses” and the Sumner Municipal Code is hereby amended to read as follows:

18.34.030 Conditional uses.

Where new manufactured home parks are required to receive conditional use approval, the hearing examiner and city council shall be guided by the following criteria in addition to the criteria of SMC 18.48.050 in making a decision:

- A. The park design, including site layout, street configuration, landscaping, and community space, are compatible with the surroundings and the community character goals of the comprehensive plan; and
- B. The park is consistent with the comprehensive plan; and
- C. The park makes adequate provision for sanitary sewers, drainage, water, streets, parks, and schools.

Section 5. Section, 18.34.040 “Submittal Requirements” and the Sumner Municipal Code is hereby amended to read as follows:

18.34.040 Submittal requirements.

All applications submitted for approval of a new manufactured home park shall consist of a development plan, including:

- A. Name of the person who prepared the plan;
- B. Names of all persons owning and managing the land proposed for the development;
- C. Name and address of the proposed manufactured home park;
- D. Scale of the plan and north arrow;
- E. Boundaries and dimensions of the manufactured home park, and number of acres included;
- F. Vicinity map showing uses on adjacent properties and the relationship of the development to such uses;
- G. Location and dimensions of each space, with each space designated by number or other designation;
- H. Location and dimensions of each existing or proposed building;
- I. Location, width and design standards of streets and pedestrian ways;
- J. Location, size and design details of all utilities serving the site;
- K. Location of each lighting fixture for exterior lighting;
- L. Location of recreational and other common areas;
- M. Location and type of landscaping, fences, walls, and other screening structures;
- N. Location, arrangement, and design of all parking facilities;

- O. Location of fire hydrants;
- P. Enlarged plot plan of a typical space, showing location of foundation base, storage space, parking, setbacks to property lines, utility connections, and other improvements;
- Q. Topography of the park site with contour intervals of not more than two feet, and a drainage plan;
- R. A survey plat of the property, plans of structures to be constructed, public water system and sewage approved by appropriate governmental agencies, and garbage disposal provisions;
- S. Any additional information relevant to determining if the proposal meets the applicable approval criteria.

Section 6. Section, 18.34.050 “Park Development Standards” and the Sumner Municipal Code is hereby amended to read as follows:

18.34.050 Park development standards.

The following standards apply to all new manufactured home parks.

- A. Size. A manufactured home park shall be the same as a planned residential development.
- B. Minimum Right-of-Way. A manufactured home park shall front an improved collector or arterial street.
- C. Density. Spaces within manufactured home parks, regardless of the underlying zoning, shall be a minimum of 4,800 square feet. The minimum space width within manufactured home parks shall be 60 feet. Up to 50 percent of the lots within a park may be no less than 50 feet wide.
- D. Buffers. A manufactured home park shall provide and maintain a minimum landscaped buffer of 20 feet along any property line abutting upon a public street or highway and at least a 10-foot landscaped buffer from any other boundary line defining the outside limits of the park. A maximum of half of the required buffer may coincide with the required setback for a space(s) within the park.
- E. Street Lighting. Street lighting shall be provided according to city standard.
- F. Underground Utilities. All utilities shall be installed underground.
- G. Swimming Pools. Community swimming pools shall meet the standards of the Tacoma-Pierce County health department and the building code.
- H. Signs. Signs identifying the manufactured home park shall conform to applicable sign ordinances.

I. Streets. Within manufactured home parks all streets shall be constructed to city of Sumner standards for public streets, including width, sidewalks, paving depth and base, curve radii and curbs; except that sidewalks may be a minimum of four feet wide. The width of right-of-way required of public streets and planting strips are not required to be provided. The responsibility for maintenance of private roads shall be with the park management. The vehicular speed limit shall be 10 miles per hour and shall be posted to the satisfaction of the police department.

J. Fire Hydrants. Fire hydrants as required by chapter 15.28 SMC shall be provided.

K. Recreational Vehicle Storage. Common storage areas for recreational vehicles, boats or trailers shall be provided as part of the manufactured home park design at the rate of 50 square feet for each site in the park. A six-foot-high sight-obscuring fence with a lockable gate shall be erected around the perimeter of such storage areas. Parking of recreational vehicles shall not be allowed other than in approved storage areas.

L. Playgrounds. Mitigation of parks and open space impacts shall be addressed through on-site provision of parks facilities and open space or through the payment of fees in lieu of such facilities and open space.

Section 7. Section, 18.34.060 “Manufactured Home Site Standards” and the Sumner Municipal Code is hereby amended to read as follows:

18.34.060 Manufactured home site standards.

The following standards shall be satisfied for new manufactured home sites within manufactured home parks.

A. One Home Per Site. No greater than one manufactured home shall be allowed on a manufactured home site.

B. Internal Setbacks. A manufactured home or attached accessory building shall not be located closer than 10 feet from any other manufactured home or attached accessory building; closer than 10 feet from any roadway lot line or five feet from any other manufactured home site line. Manufactured home accessory structures, when not attached to the manufactured home, shall not be closer than six feet from such home and shall not be closer than five feet to a manufactured home site line and 10 feet to a roadway lot line. Detached accessory structures, when less than 120 square feet may disregard setbacks from manufactured home site lines provided the structure is separated from the manufactured home and all other structures by six feet. No structures are allowed in park buffers.

C. Lot Coverage. A manufactured home and all accessory structures shall not cover more than 50 percent of the area of a manufactured home site.

D. Trailers and Recreational Vehicles. No travel trailer or recreational vehicle shall be utilized except as temporary living quarters and accessory to an existing manufactured home, which use shall not exceed a maximum of 30 days per year. No trailer or

recreational vehicle shall be stored on a manufactured home site, except designated storage areas, for more than five days per year.

E. Location of Parking. No required parking of motor vehicles shall be allowed within the 10 feet from the site line abutting a street or vehicular way.

F. Height. Structures within manufactured home parks shall be no greater than one story in height.

Section 8. New Section. A new section, 18.34.090 “Manufactured Home Park Overlay Zone” is hereby added to the Sumner Municipal Code to read as follows:

18.34.090 Manufactured Home Park Overlay Zone.

A. The Manufactured Home Park (MHP) Overlay Zone is intended to promote the retention of manufactured home parks as a source of affordable detached single-family and senior housing. This classification is assigned to certain existing manufactured home parks which contain leased home sites, as opposed to fee simple owned lots, and as such are more susceptible to future redevelopment. The Manufactured Home Park Zone Overlay shall apply to Low Density, Medium Density and High Density Residential zones and limits development to manufactured home parks unless an exception is granted per subsection C of this section, or until a comprehensive plan and zoning amendment for another type of land use is requested, considered and adopted.

B. The following existing manufactured home parks inclusive of all associated parcels, shall be designated on the official Zoning Map per SMC 18.06.020 as Manufactured Home Park Overlay Zones:

1. Crystal Springs Mobile Home Park ;
2. Double A Mobile Manor
3. Summerville Estates

C. Use Exception: A manufactured home park owner may request a use exception from the application of the MHP Overlay Zone to their property following the procedures for a Type VI.a land use decision established in chapter 18.56 SMC. The hearing examiner may approve a use exception if the property owner demonstrates that the MHP Overlay Zone prevents beneficial use of the subject property.

If the request is approved by the hearing examiner, then the property shall revert to its previous zoning designation without further action by the hearing examiner. Subsection D of this section sets forth additional requirements for the owner regarding relocation assistance.

D. The owner shall submit to the director a relocation plan that provides for the mobile home park owner assisting each mobile home park tenant household to relocate, in addition to making any state or federal required relocation payments. To the satisfaction of the director, the relocation plan must include the following:

1. Description of how the mobile/manufactured home park owner intends to comply with RCW 59.20 and 59.21 and other pertinent laws (City, County, of State),
2. An explanation of tenant rights according to State law,
3. A list of sources of assistance (governmental, financial, etc.),
4. A list of available vacant spaces within the mobile/manufactured home park, a list of parks with available spaces within Pierce, King, Kitsap, and Thurston Counties,
5. A list of companies that move manufactured or mobile homes,
6. A list of alternative public and private subsidized housing resources,
7. A list of actions the mobile/manufactured home park owner will take to assist park tenants to move the mobile/manufactured homes from the park, and
8. A description of other actions the owner will take to minimize hardship to mobile home park tenant households suffer as a result of the closure or conversion of the park.

The relocation plan shall be reviewed and approved by the director.

E. No mobile home park owner may close a mobile home park, or obtain final approval of a comprehensive plan or zoning redesignation/rezone until the mobile home park owner obtains a certificate of completion from the director. The director shall issue a certificate of completion only if satisfied that the owner has complied with the provisions of an approved relocation report and plan, the eviction notice requirements of RCW 59.20.080 and 59.21.030, the relocation assistance requirements of RCW 59.21.021, and any additional requirements imposed in connection with required city applications.

F. The director shall administer and enforce subsections D and E of this section. Whenever an owner or an owner's agent fails to comply with the provisions of subsections D and E, the director may deny, revoke, or condition a certificate of completion, a permit, or another approval.

G. Appeal. Any appeal for a determination of the director under subsection D and E shall be appealable to the hearing examiner in accordance with the procedures established for a Type III.a decision in SMC 18.56.030(D).

H. Residents within a manufactured home subdivision or park may request a change in zoning to the director that would establish a MHP Overlay Zone designation if there is a potential sale or change that would lead to the displacement of residents. The request for change in zoning shall follow procedures and criteria as set forth in SMC 18.52.

Section 9. Section, 18.56.030 “Land Use Permits Required” , Section D and the Sumner Municipal Code is hereby amended to read as follows:

18.56.030 Land use permits required.

A. Except as provided in subsection M of this section, land use permits may be composed of one or more classifications of land use decisions. A land use permit shall be required for all projects requiring one or more of these decisions.

...

D. The following decisions are Type III.a decisions which require no public notice and are appealable to the hearing examiner:

1. Short subdivisions up to four lots;
2. Revocation of a land use permit pursuant to SMC 18.56.230;
3. Approvals pursuant to the resource, wildlife and hazard areas, chapter 16.40 SMC;
4. Zoning code interpretation;
5. Renewal of a land use permit pursuant to SMC 18.56.220;
6. Temporary caretaker’s quarters;
7. Temporary continuing care quarters;
8. Final subdivisions;
9. Relocation report and plans pursuant to SMC 18.34.090.

Section 10. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 11. Effective date. This ordinance shall take effect five (5) days from the date of publication in the City’s official newspaper.

Section 12. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance,

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

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

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: