



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

April 6, 2026 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/85193750007>

Phone one-tap:

+12532158782,,85193750007# US (Tacoma)

+12532050468,,85193750007# US

Join via audio:

+1 253 215 8782 US (Tacoma)

+1 253 205 0468 US

Webinar ID: 851 9375 0007

CALL TO ORDER

Pledge of Allegiance

Invocation - David Barnes

Roll Call: Elfers, Evers, Hochstatter, Kenna, Malcolm, Reinke and Wilsey

PROCLAMATION

1. Sumner Rotary Centennial Celebration

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

CONSENT AGENDA

1. Resolution No. 1746 - Recreation & Conservation Office Grant Authorization
2. Planning Commission Reappointment - Rob Healy
3. Lodging Tax Advisory Committee Reappointment - Charles Hendricks
4. Lodging Tax Advisory Committee Reappointment - Meilee Anderson
5. Lodging Tax Advisory Committee Reappointment - Dean Burke
6. Granular Activated Carbon Media Exchange Purchase Authorization
7. Resolution No. 1748 - Planning Commission Work Program 2026-2027
8. Approval of the minutes from the 16th of March 2026 regular council meeting and March 23, 2026 study session.

PUBLIC HEARING

1. Resolution No. 1744 - 2027-2032 Six-Year Transportation Improvement Program Annual Update

REGULAR BUSINESS

1. Unfinished Business

- a. Ordinance No. 2958 - Vacation of a Portion of the Harrison Street Alley

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. 2957 - Amending Sumner Municipal Code 2.100 Personnel Policies
- b. Ordinance No. 2959 – Civil Service Amendment to Sumner Municipal Code Chapters 2.86 and 2.96
- c. Ordinance No. 2956 - Franchise Agreement with Ezee Fiber (Second and Final Reading)
- d. Ordinance No. 2960 - Parking Code Amendments (Sumner Municipal Code 10.36)
- e. Ordinance No. 2953 - Zoning Code Text Amendment, Co-living Housing

4. Reports

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

5. Executive Session

To discuss with legal counsel pending litigation per RCW 42.30.110(1)(i).

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.



PROCLAMATION

Recognizing Sumner Rotary's Centennial

WHEREAS, Sumner Rotary Club was formed on March 4, 1926, as the 85th Club of Rotary International, only 21 years after Paul Harris founded the organization; and

WHEREAS, Sumner is now one of over 46,000 clubs that now unite over 1 million members across 200 countries; and

WHEREAS, for 100 years, Sumner's Rotarians have joined this tradition to help eradicate polio, build sanitation facilities, send shelter tents after disasters and bring medical care to rural Africa; and

WHEREAS, here in Sumner, Rotary has helped build key projects including Scout Hall at Loyalty Park, the Performing Arts Center at Sumner High School, the Bill Heath Sports Complex, the Sumner Food Bank, the Gordon Family YMCA, the picnic shelter at Rainier View Park, the community center at the new Sumner Library and soon the stage at Reuben Knoblauch Heritage Park; and

WHEREAS, through the Courage Classic, Sumner Rotary joined other local clubs in building an award-winning center at Mary Bridge Children's Hospital to establish new ways to support and care for children who had experienced trauma; and

WHEREAS, through Rotary, Sumner leaders continue to fund scholarships for local students and ensure that every student receives a dictionary to discover words like "service" and "giving"; and

WHEREAS, Rotary's EarlyAct and InterAct Clubs in the Sumner-Bonney Lake School District help future leaders discover ways to serve their community,

NOW, THEREFORE, the City of Sumner proclaims that the Sumner Rotary Club has reached a significant milestone in celebrating its Centennial, marking 100 years of Service Above Self and a rich history of giving that has shaped our community and connected Sumner to efforts to bring peace and health to communities across the globe.

Dated this 6th day of April 2026.

Carla S. Bowman, Mayor

SUBJECT: Resolution No. 1746 - Recreation & Conservation Office Grant Authorization

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1746-Recreation Conservation Office Grant Authorization

STAFF CONTACT: Derek Barry, Assistant Public Operations Director

SUMMARY BACKGROUND:

With the election of a new mayor and subsequent staff position changes, the Recreation & Conservation Office (RCO) grant application requires the City to update its authorized representative/agent. This designee will have full authority to bind the City of Sumner regarding all matters related to the 26-1411 Acq, Dev, Bennett Property Phase 1 Development application, including, but not limited to, full authority to:

- (1) approve submittal of a grant application to the Office,
- (2) enter into a project agreement(s) on behalf of Sumner,
- (3) sign any amendments thereto on behalf of Sumner,
- (4) make any decisions and submissions required with respect to the Project(s), and
- (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

The updated application will include Mayor Carla S. Bowman as the Signer and Assistant Public Operations Department Director, Derek Barry as the Approver/Project Contact.

COUNCIL COMMITTEE/STUDY SESSION: Finance Committee
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MEETING/STUDY SESSION DATE: 3/11/2026

COMMITTEE RECOMMENDATION: Do pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1746 - Recreation & Conservation Office (RCO) Grant Authorization

**RESOLUTION NO. 1746
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, APPROVING THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE “APPLICANT RESOLUTION/AUTHORIZATION” REGARDING SIGNING AUTHORITY ON THE BENNETT PROPERTY PHASE 1 DEVELOPMENT.

WHEREAS, the Washington State Recreation and Conservation Office (RCO) is a funding partner on the City’s White River Restoration Project (WRRP); and

WHEREAS, the agreement between RCO and the City of Sumner requires identifying authorized employees who have signing authority for the application; and

WHEREAS, RCO’s Applicant Resolution/Authorization form is attached hereto and incorporated herein; and

WHEREAS, it is in the City’s interests to approve this Resolution to identify signing authority of the Mayor for the City of Sumner and ensure consistency moving forward on the application.

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 and approve the attached RCO Applicant Resolution/Authorization naming the Mayor as having signing authority on behalf of the City of Sumner, to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant

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 full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this 6th of April, 2026.

Carla S Bowman, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

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

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

NOW, THEREFORE, BE IT RESOLVED that:

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

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

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

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

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

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

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

Signed _____

Title _____ Date _____

On File at: _____

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

Location: _____ Date: _____

Washington State Attorney General's Office

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

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

SUBJECT: Planning Commission Reappointment - Rob Healy

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Chrissanda Walker, Associate Planner

SUMMARY BACKGROUND:

Mayor Bowman is seeking to re-confirm Robert Healy to the Sumner Planning Commission. The Planning Commission serves in an advisory capacity to the City Council. The Commission's main purpose is to assist in the implementation of the vision and policies in the Sumner Comprehensive Plan, including reviewing and making recommendations on various City plans, goals, and policies, and the Sumner Zoning Code and development regulations.

The Planning Commission has 7 members who were appointed by the Mayor and confirmed by the City Council. A majority of the members must be residents of the City of Sumner, while two members may be nonresidents who have a demonstrated interest in the city of Sumner. The members of the Planning Commission are to be selected without respect to political affiliations and shall serve without compensation. Members are appointed for 4-year terms.

Rob joined the Commission at the end of 2023 and has completed the remaining term of service on the Planning Commission. He has expressed interest in serving another full term.

He and his family moved to Sumner in 2011, where he established roots for his children and played an active role in their school events and sports. He is a department Director in Environmental and Planning Services and has supported the Port of Tacoma and the NW Seaport Alliance for over 25 years. In addition to his interest in maintaining a safe community for kids, he is an avid bike rider, interested in Sumner's economic growth and future transit and bike network development.

Mayor Bowman recommends re-appointment of Rob Healy to serve on the Planning Commission for another term that ends in April 2030.

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

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Move to confirm the Mayor's re-appointment of Rob Healy to the Sumner Planning Commission for a four-year term expiring in April 2030.

SUBJECT: Lodging Tax Advisory Committee Reappointment - Charles Hendricks

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

Most of Sumner's lodging tax funding (5% tax) continues to go to Pierce County for allocation. Sumner still receives a smaller 2% shared sales tax that is the State Transient Rental tax. In order to use this funding, Sumner must still follow State rules to form a Lodging Tax Advisory Committee (LTAC) to provide feedback to the Council. Per RCW 67.28.

1. One member shall be an elected official of the city of Sumner, who shall serve as chair; (Deputy Mayor Elfers as selected by Council with the committee selection process)
2. Two members shall be representatives of businesses required to collect tax under this chapter;
3. Two members shall be persons involved in activities authorized to be funded by revenue received under this chapter.

The members must be confirmed annually.

Mayor Bowman recommends reappointing Charles Hendricks, general manager of Sumner's Candlewood Suites to fill one of the representatives of businesses required to collect tax. The other representative of a hotel will be a new appointment, scheduled for the next Council Meeting as this meeting focuses on reappointments only.

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm Mayor Bowman's recommendation to reappoint Charles Hendricks to Sumner's Lodging Tax Advisory Committee.

SUBJECT: Lodging Tax Advisory Committee Reappointment - Meilee Anderson

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

Most of Sumner's lodging tax funding (5% tax) continues to go to Pierce County for allocation. Sumner still receives a smaller 2% shared sales tax that is the State Transient Rental tax. In order to use this funding, Sumner must still follow State rules to form a Lodging Tax Advisory Committee (LTAC) to provide feedback to the Council. Per RCW 67.28,

1. One member shall be an elected official of the city of Sumner, who shall serve as chair; (Deputy Mayor Elfers as selected by Council with the committee selection process)
2. Two members shall be representatives of businesses required to collect tax under this chapter;
3. Two members shall be persons involved in activities authorized to be funded by revenue received under this chapter.

The members must be confirmed annually.

Mayor Bowman recommends reappointing Meilee Anderson of Visit Rainier to fill one of the representatives of persons involved in activities authorized to be funded by revenue received.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm Mayor Bowman's recommendation to reappoint Meilee Anderson to the Sumner Lodging Tax Advisory Committee.

SUBJECT: Lodging Tax Advisory Committee Reappointment - Dean Burke

CATEGORY: Consent

BUDGET IMPACT:

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

Most of Sumner's lodging tax funding (5% tax) continues to go to Pierce County for allocation. Sumner still receives a smaller 2% shared sales tax that is the State Transient Rental tax. In order to use this funding, Sumner must still follow State rules to form a Lodging Tax Advisory Committee (LTAC) to provide feedback to the Council. Per RCW 67.28,

1. One member shall be an elected official of the city of Sumner, who shall serve as chair; (Deputy Mayor Elfers was selected by Council with the committee selection process)
2. Two members shall be representatives of businesses required to collect tax under this chapter;
3. Two members shall be persons involved in activities authorized to be funded by revenue received under this chapter.

The members must be confirmed annually.

Mayor Bowman recommends reappointing Dean Burke of the Tacoma Pierce County Tourism Authority to fill one of the representatives of persons involved in activities authorized to be funded by revenue received.

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm Mayor Bowman's recommendation to reappoint Dean Burke to the Sumner Lodging Tax Advisory Committee.

SUBJECT: Granular Activated Carbon Media Exchange Purchase Authorization

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$360,000

Within Budget Allocation: \$360,000 with \$330,000 budgeted

ATTACHMENTS:

1. Granular Activated Carbon Media Exchange (Central Well)

STAFF CONTACT: Derek Barry, Assistant Public Operations Director

SUMMARY BACKGROUND:

The Central Well needs to replace the Granular Activated Carbon (GAC) media. GAC helps remove organic chemicals, as well as objectionable odors and tastes. The GAC needs replacement about every 10 years. The City is using a sole source procurement process (per the Purchasing Manual) since the supplier is the exclusive municipal representative for the GAC filter used at the Central Well. The purchase amount of \$360,000 requires Council approval.

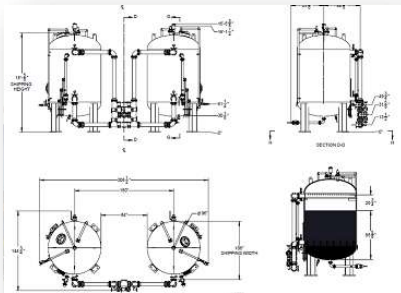
COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
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MEETING/STUDY SESSION DATE: 4/1/2026
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Council authorization of the \$360,000 purchase of the Granular Activated Carbon per the Purchasing Manual.



DESIGN



DEVELOP



DELIVER

Proposal for GAC Media Exchange

Central Well

Sumner, WA

March 23, 2026

Loprest Representative Contact

Jeff Harmon, TMG Services

Email: jeff@tmgservices.com

Phone: 253-779-4160

Loprest Contact

Daryl Bond, National Sales Manager

Email: dbond@wrt.net

Phone: 303-424-5355 x100



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About Loprest



LOPREST'S CAPABILITIES

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- Contactors, pressure filters, and ion exchange systems
- Controls design, manufacturing, and programming
- Onsite filter inspection, evaluation, and maintenance

EFFICIENT Energy- and water-efficient designs to meet client needs

ECONOMICAL Design choices such as multi-cell horizontal filters and stainless-steel media exchange piping reduce cost of ownership

PROVEN Thousands of treatment systems, over 90 years of experience

Media Exchange Scope of Supply



New Media	40,800 Lbs Puragen OxPure 1240C-S GAC and 6,000 Lbs Anthracite for two (2) vessels
Equipment Rental	As needed
Cleanup	Site cleanup Trash removal
Disposal	Transportation of spent media for disposal Media disposal at permitted hazardous waste disposal facility
Customer Responsibilities	<i>Customer is responsible for system draindown prior to exchange crew arrival and returning system to online operation after crew departure.</i>



Current Media Exchange Pricing



MEDIA EXCHANGE: Two (2) GAC Vessels

\$ 360,000

PAYMENT TERMS

- 50% upon execution of an Exchange Agreement, prior to scheduling work
- 50% upon completion of work at site.

Payment of invoices is due in full within 30 days of the date of the invoice. Payments must be made by ACH or check. Any amounts not paid when due will be subject to a finance charge of 1½% per month.

NOTES

- This proposal is based upon today's costs and is valid for a period of 30 days.
- Taxes, bonding, and permitting not included.
- Pricing is based on Loprest standard terms and conditions.
- Pricing includes freight to site.
- Proposal is based upon spent carbon being profiled prior to arrival on-site.
- Area surrounding filter vessel must be unobstructed prior to arrival.
- Proposal is based upon all media being free flowing. Solidified media will incur additional costs.
- Proposal is based upon 3 days on-site.
- NOTE: a job walk is required to verify logistics for final costing.



Standard Terms and Conditions

1. **Payment.** Unless otherwise agreed by the parties in writing, payment for all products purchased pursuant to this Agreement shall be made within 30 day of Seller's invoice. Any amount not paid as agreed shall be subject to an interest charge of 1% per month, compounded monthly. Buyer will be liable for all of Buyer's costs to collect amounts due under this agreement, including reasonable attorney's fees, whether or not any collection action is commenced.
2. **Limited Warranty.** Seller warrants the products sold to the Buyer to be free of defects in materials and workmanship for a period of one year after the products are delivered to Buyer. In the event of any such defect in the products during the warranty period, Seller will provide all parts and labor necessary to correct such defect.
3. **Disclaimer Of Implied Warranties; Limitation Of Remedies.** THE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVIDED HEREIN SHALL BE THE PARTS AND LABOR AS PROVIDED IN THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF **MERCHANTABILITY** AND OF **FITNESS FOR A PARTICULAR PURPOSE** ARE EXCLUDED. SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF ANY WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED PURSUANT TO THIS AGREEMENT.
4. **Waiver of and Indemnification for Claims.** BUYER HEREBY AGREES TO WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH IT OR THIRD PARTIES MAY HAVE OR WHICH MAY HEREAFTER ACCRUE AS A RESULT OF THE BUYERS' USE OF THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT.
5. **Intellectual Property.** To the extent the products sold pursuant to this Agreement contain, reflect or consist of the Seller's intellectual property, the sale does not include a sale of such intellectual property or of a license to use such intellectual property beyond the use by the Buyer of the products sold.
6. **Assignment.** In the event that Buyer assigns its rights and obligations under this Agreement any assignment of its payment obligation will be ineffective and Seller will remain jointly and severally liable, with its assignee, to pay all amounts due pursuant to this Agreement.
7. **Non-Reliance on Written or Oral Statements.** Buyer has relied on its own investigation about the qualities and performance of the products purchased pursuant to this Agreement and has not relied upon the written or oral statements of Seller or its representatives in entering into this Agreement.
8. **Only Agreement.** This is the only Agreement between the Buyer and Seller relating to the products purchased pursuant to this Agreement, and no oral or other statements, not contained herein, shall be binding on either the Buyer or the Seller.
9. **Modification.** The terms of this Agreement may not be modified, except in a writing signed by the party to be bound.
10. **Non-Waiver; Severability.** Waiver by either party hereto of non-performance of any term, provision, covenant, obligation or condition of this Agreement shall not be considered a waiver of any subsequent nonperformance, nor as waiver of the term, provision, covenant, obligation or condition itself. If any provision of this Agreement is found to be prohibited, invalid or unenforceable, such finding will not invalidate or render unenforceable any remaining provisions of this Agreement.
11. **Arbitration.** Any disputes arising in any way in connection with this Agreement or the products sold by the Seller shall be resolved by binding arbitration under the Colorado Uniform Arbitration Act (C.R.S. § 13-22-201 *et seq.*) (the "Act"). The parties agree that the District Court of Jefferson County, Colorado shall have jurisdiction over them for the purposes of applying the provisions of the Act. All arbitration proceedings shall take place within the greater metropolitan area of Denver, Colorado. Buyer will reimburse Seller for all attorney's fees incurred by Seller in any arbitration (for collection or otherwise) in which Seller prevails.
12. **Governing Law.** This Agreement and any disputes or claims arising from it shall be governed by and construed according to the laws of the State of Colorado.



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Corporate Offices: 901 W. 116th Ave., Suite 400 • Westminster, CO 80234

SUBJECT: Resolution No. 1748 - Planning Commission Work Program 2026-2027

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1748 - Planning Commission Work Program for 2026-2027

STAFF CONTACT: Chrissanda Walker, Associate Planner

SUMMARY BACKGROUND:

Resolution No. 1748 would adopt the *Planning Commission Work Program 2026–2027* which is a policy-focused roadmap that organizes upcoming zoning code amendments, state-mandated implementation, and other planning projects. The City Council intends this to be a guide directing the efforts and focus of the Planning Commission for the next two years and help prioritize staff and Commission resources.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee MEETING/STUDY SESSION DATE: 3/25/2026 COMMITTEE RECOMMENDATION: Do Pass
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STAFF RECOMMENDATIONS/MOTION:

Move to approve Resolution No. 1748 approving the 2026-2027 Planning Commission Work Program.

**RESOLUTION NO. 1748
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, ADOPTING THE PLANNING COMMISSION WORK PROGRAM
FOR 2026-2027.**

WHEREAS, per SMC 2.88.015, the purpose of the Planning Commission is to assist the City Council in the implementation of the Vision Statement of the Sumner Comprehensive Plan; and

WHEREAS, the powers and duties of the Planning Commission are to maintain the Comprehensive Plan; other city plans; and consider amendments to the Comprehensive Plan; and

WHEREAS, the Planning Commission maintains the Zoning Code of the city by reviewing and determining if the city's regulations are promoting orderly and coordinated development within the city consistent with the Sumner Comprehensive Plan; and

WHEREAS, Planning Commission provides recommendations to the City Council following review of ordinances and studies regarding development regulations, area plans, and strategies which implement the Sumner Comprehensive Plan; and

WHEREAS, the City Council desires to adopt a two-year work program that outlines the various projects and plans that will be reviewed by the Planning Commission; and

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

Section 1. That the *Planning Commission Work Program 2026-2027* attached hereto as “Exhibit A” is hereby adopted.

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 City Council.

ADOPTED AND APPROVED this ____ day of _____, 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez



Planning Commission Work Program

January 2026 – December 2027

Contents

I.	Introduction.....	1
II.	Summary Table	1
III.	Timeline.....	3

Introduction

The city adopted the 2024 Comprehensive Plan Update and a Housing Action Plan in 2021; in addition, there have been numerous new state laws responding to the need for affordable housing and reducing impediments to building housing. The city intends to work with SSHA3P on pre-approved ADUs to increase housing options that are thoughtfully designed to fit into the character of the neighborhood. In addition, new land uses such as Battery Energy Storage Systems (BESS) are also emerging. Finally, 2027 will open for another round of Comprehensive Plan amendments. All these factors are setting the work program for the next 2 years as it relates to Zoning Code text amendments (ZCTA), state mandates, and other projects. This work program serves as the guide for the topics the Planning Commission will oversee in 2026 to 2027. A summary table of the work tasks/projects and approximate timelines for completion are included below.

Summary Table

The following table provides a summary of the Planning Commission work program prioritizing work according to statutory deadlines, level of complexity and public engagement.

	Project	Summary	Timeframe	Target Dates	State Mandate	Comp Plan Policy Update?
1.	Co-living Housing	Implements HB 1998	PC – Dec/Jan 2025 City Council-Jan/Feb 2025	March 2026	Y	N
2.	Child Care Center Siting	Implement state law (bills 5509)	PC—Mar-April 2026 CC—May/June 2026	July 2027	Y	N
3.	Temporary Uses & Food Trucks	Updates zoning code regarding food trucks and other temporary uses.	Public Engagement – April-May 2026 PC—May-July 2026 CC—Aug-Sept 2026	Dec 2026	N	N
4.	Battery Energy Storage System (BESS) 2.0	Adding small and mid-size BESS regulations to Zoning Code.	PC – Jan/May 2026 City Council – June/July 2026	July 2026	N	N
5.	Off-Street Parking	Addressing state laws regarding parking for multifamily	PC—June/July 2026 CC—Aug/Sept 2026	Sept 2026	Y	N
6.	Subdivision Code Amendments	Implement state law (bills 5611, 1096, 5559)	PC—Oct-Dec 2026 CC—Jan-Mar 2027	July 2027	Y	N

7.	Pre-approved Plans for ADUs	Affordable housing goals. Working with SSHPA3P. Review will primarily occur with the Design Commission.	Staff –May-Dec 2026 PC—Jan-Mar 2027 CC—Mar-May 2027	Dec 2027	N	N
8.	2027 Comprehensive Plan Annual Amendments	Required per city code to allow once every other year.	Open applications— January 2027 9-12 months	Dec 2027	N	Y
9.	Sign Code Update	Overall update to the Sign Code to reformat, address case law changes, etc.	6-12 month	TBD	N	N
10.	STEP Housing – ESHB 2266	Siting requirements for transitional housing, permanent supportive housing, indoor emergency shelters, and indoor emergency housing (STEP housing). Restricts permitting and other requirements that may be imposed on STEP housing	PC May-June 2027 Council Aug-Sept 2027	Dec 2027	Y	N
11.	Other	Private applications for Zoning Code Text Amendments	Typical 3 month review staff/Planning Commission 2 month legislative process with Council	Based on code timelines	N	NA
12.	Other	New state mandates that may occur; Mayor-Council directed actions	Typical 3 month review staff/Planning Commission 2 month legislative process with Council	Based on state mandate	Y	NA

Timeline

PROJECT	2026 Q1	2026 Q2	2026 Q3	2026 Q4	2027 Q1	2027 Q2	2027 Q3	2027 Q4
Co-living Housing – ZCTA								
Childcare Center Siting – ZCTA								
BESS 2.0 – ZCTA								
Off Street Parking – ZCTA								
Temporary Use & Food Trucks – ZCTA								
Subdivision Code Amendments (Title 17)								
Pre-approved Plans for ADUs								
2027 Comp Plan Annual Amendments								
Sign Code Update – ZCTA								
STEP Housing								

SUBJECT: Approval of the minutes from the 16th of March 2026 regular council meeting and March 23, 2026 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. March 16, 2026 - Council Meeting Minutes
2. March 23, 2026 - Study Session Minutes

STAFF CONTACT: Michelle Converse

SUMMARY BACKGROUND:

Minutes from the previous two meetings.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Do-Pass

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: Wilson, Marquez, Ruth, Windish, Moericke, Palmer, Steffens, Raymond, Beadle, McCurdy, Kosa, Carnahan and Converse

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

CALL TO ORDER

Pledge of Allegiance

Invocation – Father Burns

Roll Call: Elfers, Evers, Hochstatter, Kenna, Malcolm, Reinke and Wilsey

COUNCILMEMBER EVERS WAS ABSENT. HE NOTIFIED THE MAYOR PER COUNCIL RULES. MOVED BY ELFERS SECONDED BY KENNA TO EXCUSE COUNCILMEMBER EVERS FROM TONIGHT’S MEETING. PASSED BY VOICE VOTE.

OATH OF OFFICE

Mayor Bowman invited Mark Malcolm to podium and administered the Oath of Office. Mr. Malcolm was chosen to fill a vacancy left by Mayor Bowman. Mr. Malcolm will fulfill the remainder of Bowmans council term (December 2027). The new Councilmember took his seat on the Dias.

CIVIC COMMEDATIONS

Sumner Police Chief Moericke and East Pierce Fire & Rescue Deputy Chief Stabenfeldt recognized two community members for their heroic actions in rescuing individuals from separate house fires.

Terry Gemmell and Derek Konzelman were both honored for their bravery during separate incidents on February 15 and February 26, respectively.

Both individuals received a Sumner Police Commendation Award, as well as a Civilian Citation from East Pierce Fire & Rescue, in recognition of their actions.

CONSENT AGENDA

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

1. White River Restoration Project - Property Acquisition Schliesman
2. Sewer Manholes and Castings - Construction Contract Award
3. Fryar Avenue Trail Project Property Acquisition - Puget Sound Energy
4. Fryar Avenue Trail Project Property Acquisition - Club Wealth
5. Resolution No. 1747 - Setting a Public Hearing Date for Vacation of a Portion of 63rd Street East

6. Resolution No. 1743 - Climate Change and Resiliency - Department of Commerce Grant Acceptance
7. Approval of checks and electronic payments in the amount of \$2,388,007.98.
8. Approval of the meeting minutes from the regular council meeting of March 2, 2026 and the study session of March 9, 2026.

PASSED BY VOICE VOTE.

PUBLIC HEARING

1. **Ordinance No. 2958 – Vacation of a Portion of the Harrison Street Alley**

Mayor Bowman opened the Public Hearing at 6:22PM and called on Deputy City Attorney Doug Ruth to address the item.

Janis Suznevich, Bonney Lake spoke to the item.

With no additional comments from the public, Mayor Bowman closed the Public Hearing at 6:29pm.

REGULAR BUSINESS

1. **Unfinished Business**

2. **Public Comment**

Tina Burnett, 228 Sumner Avenue.

3. **New Business**

a. **Ordinance No. 2956 – Franchise Agreement with Ezee Fiber (First Reading)**

MOVED BY KENNA, SECONDED BY REINKE TO HEAR ORDINANCE NO. 2956.

City Attorney Andrea Maequez spoke to the item.

Since this is a franchise agreement, two readings of the ordinance is required. Council will take action on April 6, 2026.

b. **Wastewater Treatment Facility Biosolids Modernization – Construction Contract Award**

MOVED BY REINKE TO APPROVE THE WASTEWATER TREATMENT FACILITY BIOSOLIDS MODERNIZATION CONTRUCTION CONTRACT. SECONDED BY ELFERS.

Public Works Director Michael Kosa addressed the Council.

Council discussion ensued.

Nick Biermann, Sumner commented.

PASSED BY ROLL CALL VOTE.

c. **Ordinance No. 2955 – Amending the 2025/2026 Biennial Budget**

MOVED BY WILSEY TO APPROVE ORDINANC NO. 2955 – AMENDING THE 2025/2026 BIENNIAL BUDGET. SECONDED BY ELFERS.

Chief Financial Officer Kassandra Raymond spoke to the topic.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

4. **Reports**

a. **Council**

Councilmember Kenna welcomed the newest Councilmember Malcolm. His comments included thanking the individuals honored earlier tonight, congratulated the Sumner High School Girls basketball team on their outstanding showing in the State Tournament. And highlighted key discussions from the Public Works Committee meeting.

Deputy Mayor Elfers thanked the individuals honored earlier tonight. He updated the Council and the public on the Finance & Personnel Committee meeting.

Councilmember Malcolm thanked the Council for their confidence and vote. Gave a shout out to the Sumner Water Department and their responsiveness. He is looking forward to the Street Sweeper naming project.

Councilmember Wilsey welcomed Councilmember Malcolm. Thanked the Sumner Police Department and East Pierce Fire and Rescue for their service.

Councilmember Hochstatter spoke about the Wastewater Treatment Facility, he assured the public there is no ‘waste’ in what they do. He reminded everyone of the upcoming Open House, April 14th at City Hall.

Councilmember Reinke welcomed Councilmember Malcolm. He then updated the Council and public on regional committees he attended over last two weeks.

b. **City Administrator**

City Administrator Jason Wilson’s report included the following:

Upcoming Policy Issues:

- March 23rd – Study Session
 - Legislative Recap
 - 2025 Financial Review
- March 30th – 5th Monday, no meeting
- April 6th – Regular Council Meeting
 - Proclamation Rotary Centennial
 - Proclamation Animal Care and Control Officer’s Week
 - Public Hearing 6-Year Tip

- Approval to Apply for RCO Grant for Bennett Property
- Ordinance – Alley Vacation Harrison Street
- Commission Reappointments
- Ordinance – Amendment Civil Service
- Ordinance – Personnel Policy Update
- Ordinance – Zoning Code Text Amendment – Co-living Housing
- Ordinance – Franchise Agreement with Ezee Fiber (2nd Reading)

c. **Mayor**

Mayor Bowman had several topics included in her report. She first welcomed Councilmember Malcolm to the Dias. She gave an update on her activities for the past two weeks, which included speaking at Ferrucci Junior High School about career paths, including on-the-job-training; hosted the Puyallup Sumner Chamber of Commerce Leadership Institute; meeting with smaller groups of City staff and attending the Rotary Gala which featured fund raising for the future phase of Heritage Park.

She concluded her remarks by stating, “we’ve only just begun.”

5. The Regular Meeting was adjourned into Executive Session at 7:38pm, for the purposes of discussing with legal council litigation or potential litigation, pursuant to RCW 42.30.110(1)(i) for 20 minutes, there will be no action to follow. The Executive Session ended at 7:58pm.

6. **Adjournment**

With no further business before the Council, the Regular Council meeting ended at 7:58pm.

ATTEST:

Michelle Converse, CMC, City Clerk

Carla S. Bowman, Mayor



Staff present: Palmer, Steffens, Johnstone, Kosa, Marquez, Raymond, Wilson, Windish, McCurdy

Councilmembers present: Evers, Elfers, Hochstatter, Kenna, Malcolm, Reinke, Wilsey

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

STUDY SESSION BUSINESS

1. 2026 Legislative Recap
Communications Director Carmen Palmer and Bill Clarke, Lobbyist
2. Fiscal Year 2025 Review
Chief Financial Officer Kassandra Raymond

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

EXECUTIVE SESSION

ADJOURNMENT

At 7:46pm, Mayor Bowman adjourned the meeting.

Michelle Converse, City Clerk

Attest:

Carla S. Bowman, Mayor

SUBJECT: Resolution No. 1744 - 2027-2032 Six-Year Transportation Improvement Program Annual Update

CATEGORY: Public Hearings

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Presentation
2. Resolution No. 1744 - 2027-2032 Six-Year Transportation Improvement Program Annual Update

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND: RCW 35.77.010 and RCW 36.81.121 require that each city and county update its Transportation Improvement Plan (TIP) annually and file a copy of the adopted program with the State Department of Transportation. The Six-Year TIP established and prioritizes the City's streets, sidewalk and trail projects for the next six years. Below are some proposed TIP projects of interest:

- The Stewart Road Bridge Project is in construction and is expected to be completed in 2028.
 - The Washington Street Reconstruction Project will be constructed this year.
 - Maple Street Pedestrian Signal and Citywide Backplates will be constructed this year.
-

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 4/6/2026

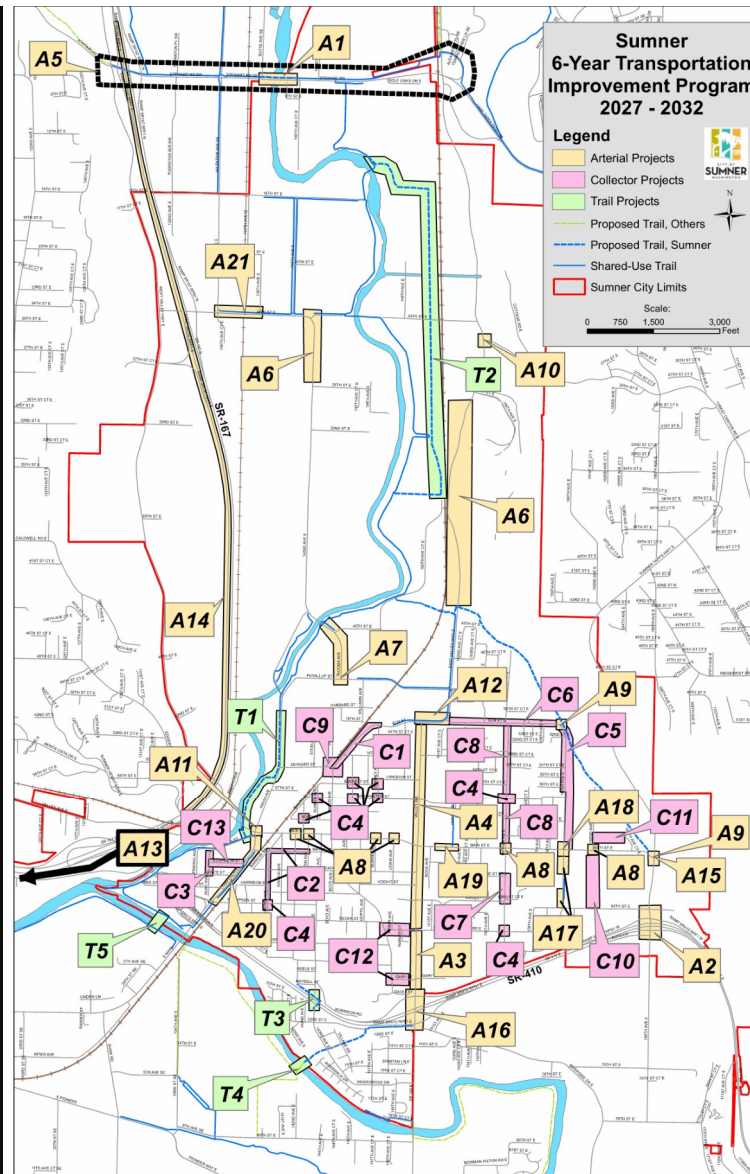
COMMITTEE RECOMMENDATION: Information/Discussion Only

STAFF RECOMMENDATIONS/MOTION:

Hold a Public Hearing for the 2027-2032 Six-Year Transportation Improvement Program Annual Update.

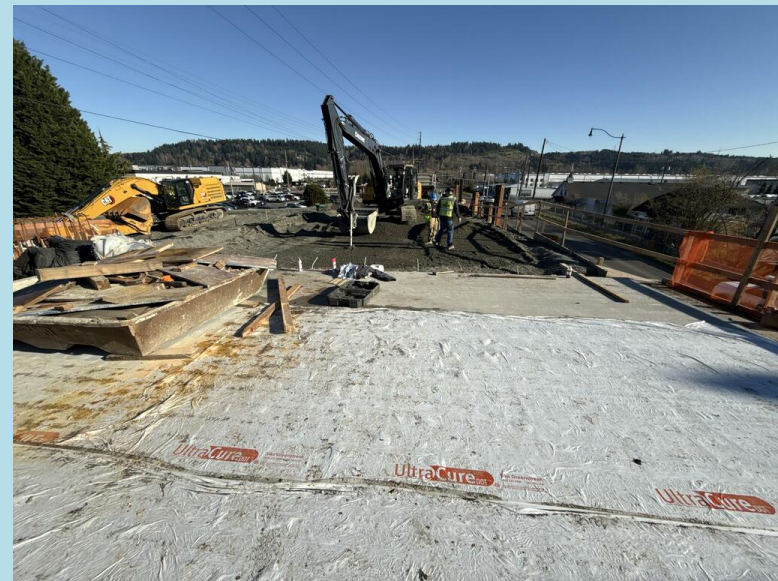
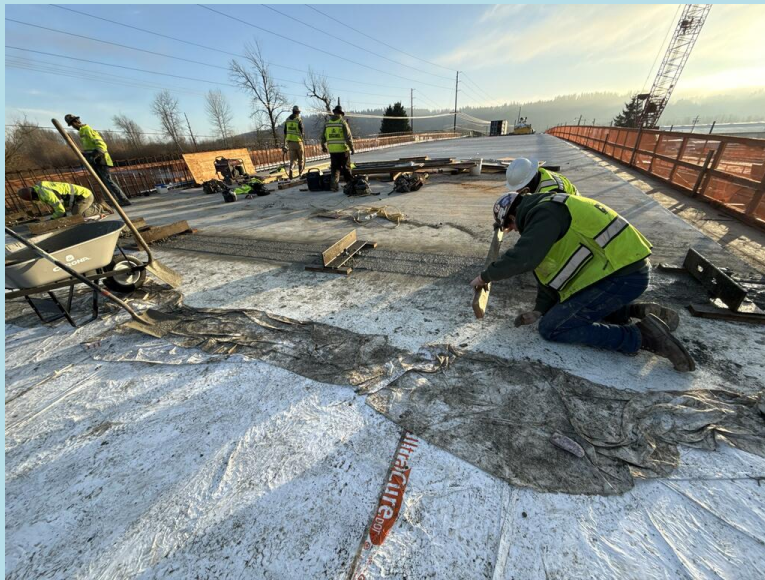
Sumner 6-Year Transportation Improvement Program





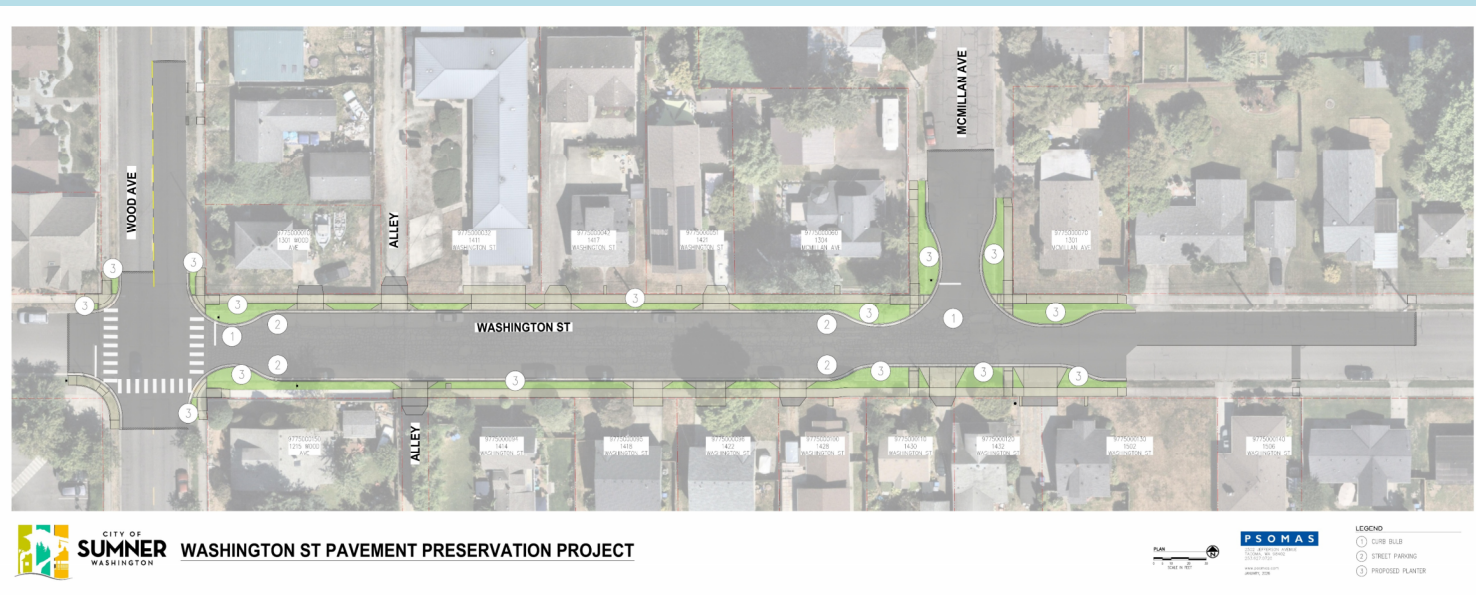
Stewart Road (8th St.) Bridge Replacement

Construction ongoing and is estimated to be complete in 2028.



Washington St Preservation

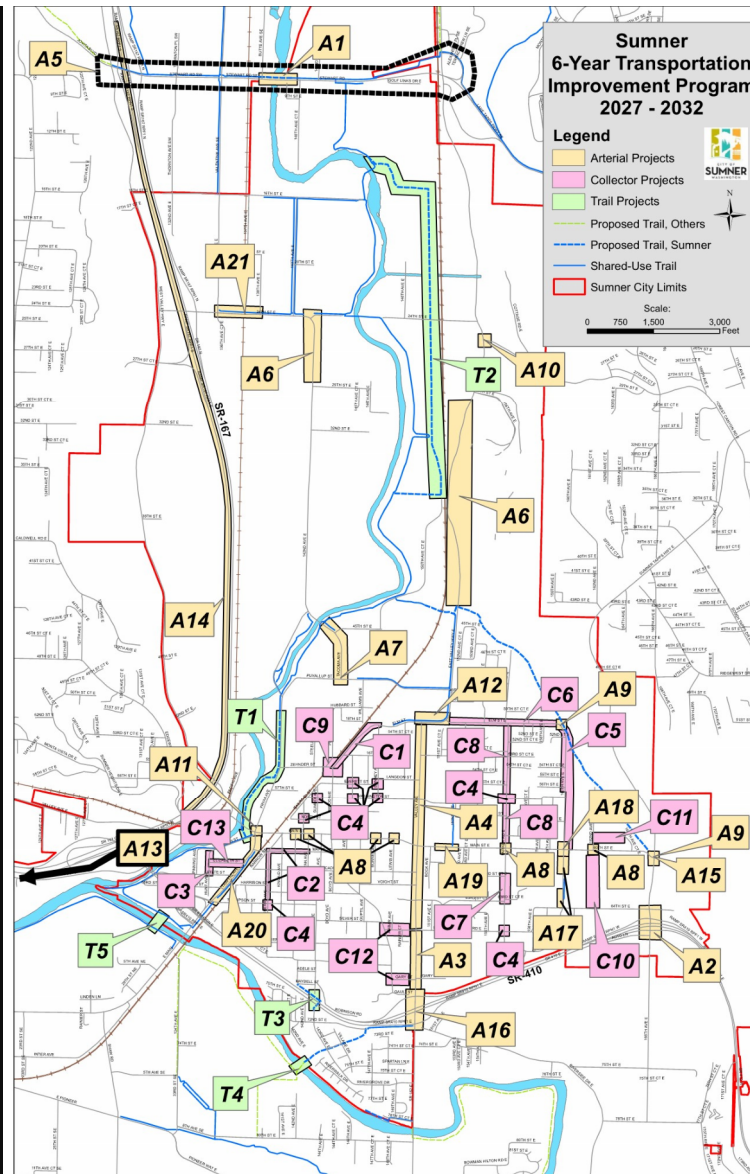
Construction anticipated to begin in the coming months.



Maple St Pedestrian Signal and Citywide Backplates

Construction is currently suspended until this summer.





**RESOLUTION NO. 1744
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, ADOPTING THE SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM.**

WHEREAS, the governing body of each municipal corporation of the State of Washington is required to adopt a Six-Year Transportation Improvement Program; and

WHEREAS, the City officials caused to be prepared a certain plan as a Six-Year Transportation Improvement Program; and

WHEREAS, it is now the opinion of the City Council that said plan should be adopted.

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

Section 1. That the plan designated as the Six-Year Transportation Improvement Program 2027-2032, a copy of which is attached hereto and made a part of hereof, is hereby adopted.

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 City Council.

ADOPTED AND APPROVED this 20th day of April, 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez

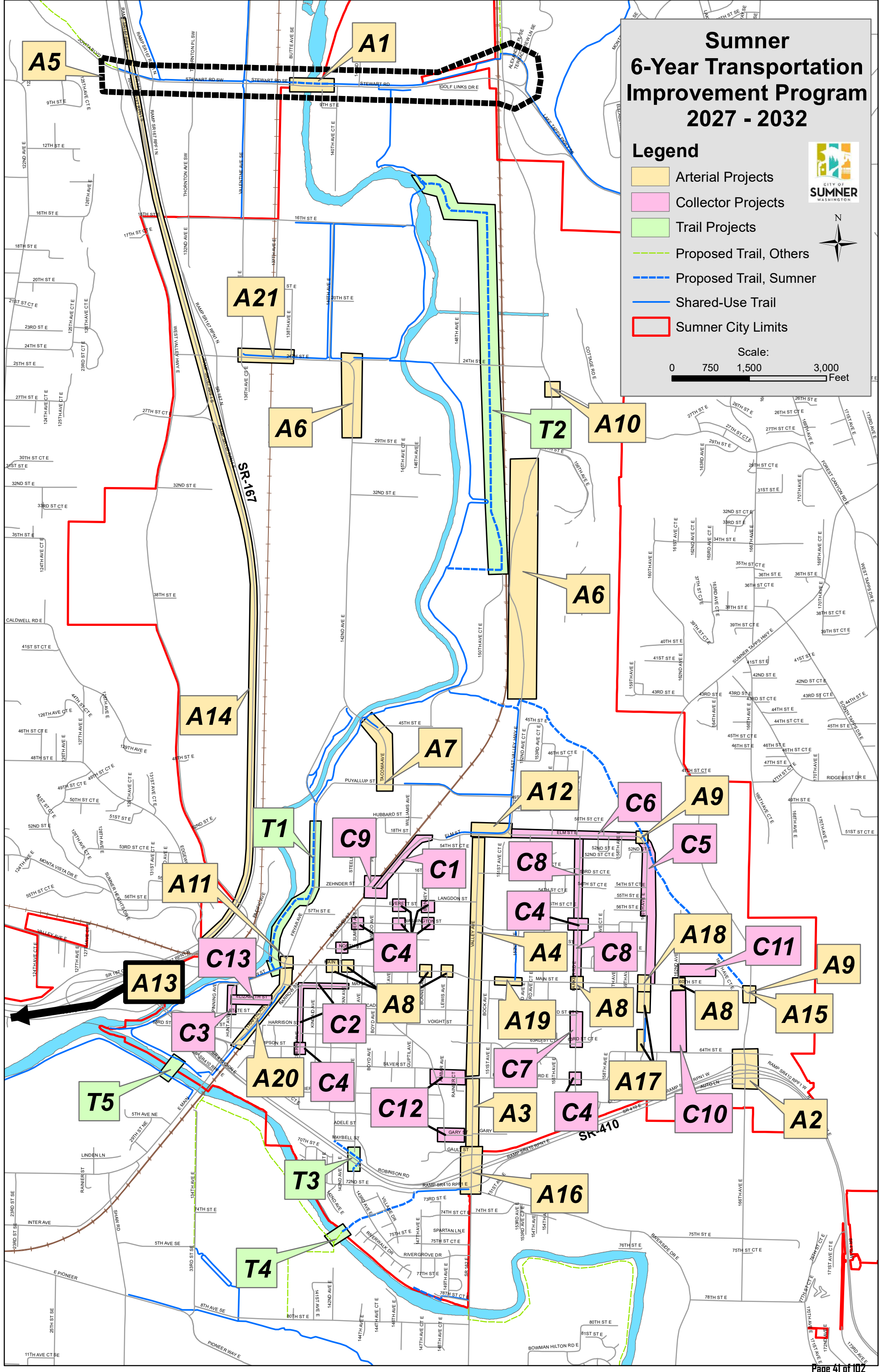
Sumner 6-Year Transportation Improvement Program 2027 - 2032

Legend

- Arterial Projects
- Collector Projects
- Trail Projects
- Proposed Trail, Others
- Proposed Trail, Sumner
- Shared-Use Trail
- Sumner City Limits



Scale:
0 750 1,500 3,000 Feet



Six Year Transportation Improvement Program 2027-2032
City of Sumner

Projects Listed in Priority Order
Italics identify unfunded milestones

ARTERIAL STREET PROGRAM										
ID	PROJECT	LOCATION	DESCRIPTION	TOTAL COSTS	FUNDED?	YEAR				REMARKS
						PLANNING	DESIGN	ROW/PERMIT	CONSTRUCTION	
A1	Stewart Rd (8th St.) White River Bridge	Stewart Rd at White River	Replace existing 2-lane bridge with new bridge with two unequal length spans. New structure will accommodate 4 vehicle lanes, a sidewalk, and a trail crossing.	\$35,000,000	Yes	Complete	Complete	Complete	2025-2028	Project funded by Federal STP Grant, FMSIB Grant, Pierce County, Port of Tacoma, TIB, Congressional Allocation, NHFP and City of Auburn.
A2	166th Ave E Widening	SR 410 WB Ramp Terminals to just north of 64th St E	Widen 166th Ave E to 4-5 lanes through the identified corridor and improve lane configuration and dual roundabouts at the two existing intersections.	\$18,000,000	Partial	Complete	2027	2027	2029-2031	Design is City funded, received a Port of Tacoma Grant and a federal STP grant. Received a federal STP grant for the ROW phase.
A3	Valley Avenue Overlay Phase 1	South City Limits to Meade McCumber Rd E	Overlay existing roadway surface, complete required ADA upgrades.	\$1,200,000	Yes	Complete	Completing in 2026	N/A	2027	Received STP grant funding for the section between SR 410 and Meade McCumber.
A4	Valley Avenue Overlay Phase 2	Meade McCumber Rd E to Elm St	Overlay existing roadway surface, complete required ADA upgrades.	\$4,500,000	Partial	Complete	2028	N/A	N/A	Received grant funding for the design phase of this project.
A5	Stewart Rd Corridor ITS Improvements	Stewart Rd from SR 167 toward Lakeland Hills	Connect traffic signals and the railroad crossing to coordinate signal timing to increase vehicular traffic flow and reduce peak-hour delay.	\$3,500,000	Partial	Complete	2027	2027	2029	Received STP grant funding for design in 2025.
A6	Systemic Horizontal Curve and Roadway Departure Safety Improvements	East Valley Highway and 142nd Ave E	Install curve waring signs, speed feedback signs, rumble strips, profiled striping, reflective markers, guardrail, street lighting and shouldering to improve safety conditions on north-south roadways that have a history of vehicle departures.	\$903,000	Yes	Complete	Completing in 2026	N/A	2027	Received HSIP funding to complete the project, reimbursing 100% of project costs.
A7	Puyallup St and Tacoma Ave Intersection Improvements	Intersection of Puyallup Street and Tacoma Avenue	Upgrade intersection to a roundabout and provide sidewalks/ADA improvements.	\$2,600,000	Partial	Complete	2029	2030	2031	Received STP grant funding for design. Seeking grant funding for the construction phase of the project.
A8	Main Street Crossings	Intersections of Alder Ave & Main St, Ryan Ave & Main St, Bonney Ave & Main St, Lewis Ave & Main St, Parker Rd & Main St, and 60th St E & 162nd Ave E	Upgrading intersections along Main St with curb bulb outs, flashing beacons, and refreshed crosswalk markings.	\$979,740	Yes	Complete	Completing in 2026	2026	2027	Received TIB grant funding for design and construction. Grant will cover 76% of project costs.
A9	Roadway Curve Warning & Delineation	Corner of 160th St E and Elm St E, and corner of 60th St E and Sumner-Tapps Highway E	Install signing and striping improvements, raised median, and speed feedback signs.	\$457,000	Yes	Complete	Completing in 2026	N/A	2027	Received HSIP funding to complete the project, reimbursing 100% of project costs.
A10	East Valley Hwy and Forest Canyon Rd E Intersection improvements	Intersection of East Valley Highway and Forest Canyon Road	Upgrade the intersection to a roundabout to improve function.	\$8,560,000	No	Complete	2029	N/A	2031	This is a future project that will be evaluated in the coming years. Potential for partial funding through TIF.
A11	Traffic Avenue and Main Street Intersection Improvements	Intersection of Traffic Ave and Main St	Upgrade the signalized intersection to improve function.	\$15,000,000	No	2027	2029	2031	2033	This is a future project that will be evaluated in the coming years. Potential for partial funding through TIF.
A12	East Valley Hwy/Elm St./Valley Ave Intersection Improvements	Intersection of East Valley Highway and Elm Street and the intersection of Valley Avenue and Elm Street	Upgrade the intersections to roundabouts to improve function.	\$14,992,000	No	Complete	2031	2033	2035	This is a future project that will be evaluated in the coming years. Potential for partial funding through TIF.
A13	SR 167 / I-5 Connection Project	Puyallup to Fife	WSDOT Gateway Program Project - The SR 167 Completion project will build the remaining four miles of SR 167 between Meridian and I-5, completing a long-planned connection to I-5. The project also includes a two mile connection from I-5 to the Port of Tacoma.	*\$1,000,000,000	Yes	Complete	Complete	Complete	2019-2030	WSDOT-led regional project. Sumner committed \$500,000 to the project in 2023.
A14	SR 167 Southbound Express Toll Lane Extension Project	From SR 512 to Ellingson Road	Add southbound HOT lane.	\$350,000,000	No	Complete	2027	N/A	2031-2035	This is a WSDOT-led project on a state highway. Sumner has not taken an active role in WSDOT's project and has not committed any funds to the project to date.

Six Year Transportation Improvement Program 2027-2032
City of Sumner

Projects Listed in Priority Order
Italics identify unfunded milestones

A15	Sumner Tapps Highway/60th St E Intersection Improvements	Sumner Tapps Highway and 60th St E Intersection	Rebuild existing intersection to improve roadway geometrics to increase allowable movements.	\$3,400,000	No	2028	2030	2031	2033	Potential for partial funding through TIF.
A16	SR 410 / SR 162 Interchange Improvements	Interchange ramps at SR 410	Construct a one-lane roundabout configuration at each of the interchange ramps.	*\$6,650,000	Yes	Complete	Complete	Unknown	Unknown	WSDOT-led project that will improve traffic flow at the existing interchange. Sumner has not taken an active role in WSDOT's project and has not committed any funds to the project to date.
A17	160th Ave E	Main St to 64th St E	Improve and widen streets to minor arterial standards with bike paths and sidewalks.	\$5,000,000	No	Complete	2031	2033	2035	Installing sidewalk on west side of 160th.
A18	Main Street and 160th Intersection Improvements	Main St. and 160th Ave E Intersection	Evaluate intersection and provide sidewalks/ADA improvements.	\$8,000,000	No	2029	2030	2033	2035	This is a future project that will be evaluated in the coming years.
A19	Main St Crosswalk Improvements	Main St. near new Library	Evaluate warranted pedestrian crossing facilities in the vicinity of the new library	\$50,000	No	2027	N/A	N/A	N/A	This is a study only and will determine future needs.
A20	Traffic Avenue ITS Improvements	SR-410 to Main Street	Connect traffic signals to coordinate signal timing to increase vehicular traffic flow and reduce peak-hour delay.	\$1,500,000	Partial	2029	2030	2031	2032	This is a future project that will be evaluated in the coming years.
A21	24th St E Reconstruction	136th Ave E to 138th Ave E including UPRR Crossing	Reconstruction of 24th St E to adjust grades near UPRR Crossing.	\$6,000,000	No	2030	2032	2034	2036	This is a future project that will be evaluated in the coming years.

* Denotes that project is largely funded by WSDOT, and City has either committed a small percentage contribution or no contribution to date.

Six Year Transportation Improvement Program 2027-2032
City of Sumner

Projects Listed in Priority Order
Italics identify unfunded milestones

COLLECTOR STREET PROGRAM										
ID	PROJECT	LOCATION	DESCRIPTION	TOTAL COSTS	FUNDED?	YEAR				REMARKS
						PLANNING	DESIGN	ROW/PERMIT	CONSTRUCTION	
C1	Elm St & Wood Ave Sidewalks	Bonney Ave to Zehnder St	Extend the sidewalk on the north side of Elm Street and the West side of Wood Avenue.	\$4,000,000	Partial	Complete	2028	N/A	2030	Received CMAQ grant funding for the design.
C2	TC: Cherry & Maple Utilities	Cherry Ave, Maple St	Replacement of aging utilities in support of the Town Center Plan redevelopment.	\$3,000,000	Yes	Complete	2032	N/A	2033	Budget includes roadway restoration.
C3	Hunt Ave	W Main St to dead end past Harrison St	Improve Hunt Ave to residential street standards with roadway improvements, curb, gutter and sidewalks on each side. Portions have been completed by developer projects.	\$3,000,000	Partial	Complete	Completing in 2026	2027	2028	Construction is currently unfunded.
C4	Neighborhood Traffic Calming and Intersection Data Collection	Intersections of Parker Rd E and Meade McCumber Rd E, Parker Rd E and Washington St, Cherry Ave and Thompson Ave, North St and Ryan Ave, Washington St and Sumner Ave, McMillan Ave and Washington St/Everett St, and Bonney Ave and Washington St/Everett St	Conduct an intersection and traffic calming study including data collection.	\$150,000	Yes	Complete	Completing in 2026	N/A	N/A	Received HSIP funding to complete the project, reimbursing 100% of project costs.
C5	160th Ave E	Elm St to Main St	Improve 160th Ave. E. to Collector St. standards with curb, gutter and sidewalks on each side. Portions may be completed as parts of development prior to this time.	\$2,700,000	partial by developers	Complete	2029	2030	2031	Project partially completed by developers.
C6	Elm St E	E Valley Highway to 160th Ave E	Improve Elm St. to collector street standards with curb, gutter and sidewalks on each side. Work will include storm drainage facilities and utility replacement.	\$2,400,000	partial by developers	Complete	2029	2030	2031	Project partially completed by developers.
C7	Parker Rd E	62nd St to 63rd St	Construct curb, gutter and sidewalk on east side of the street.	\$250,000	Partial	Complete	2029	2030	2031	Funding will likely come from a combination of developer-built improvements, Street and Storm funds.
C8	Parker Rd E	From Main St to Elm St	Reconstruct Parker Rd to Collector Street standards with curbs, gutters, sidewalks, and drainage utilities. Portions have been completed by developer projects and sidewalk grants.	\$1,300,000	Partial	Complete	2032	2034	2036	Funding will likely come from a combination of developer-built improvements, Street and Storm funds.
C9	Zehnder St	From Pease Ave to Wood Ave	Railroad Crossing Improvements to at-grade BNSF rail crossing.	\$1,000,000	No	2027	2030	2031	2032	Identified Road-Rail conflict point where upgrades could be beneficial.
C10	162nd Ave E Segment Extension	64th St E to 60th St E	Construct new 2-lane roadway section with sidewalks.	\$3,000,000	No	2029	2030	2031	2032	Element of East Sumner Neighborhood Plan, likely completed by development or LID.
C11	164th Ave Ct E Segment Extension	162nd Ave E to 164th Ave Ct. E	Construct new 2-lane roadway section with sidewalks.	\$2,000,000	No	Complete	2030	2031	2032	Element of East Sumner Neighborhood Plan, likely completed by development or LID.
C12	Meade McCumber Rd E & Gary St Sidewalk Improvements	Wood Ave to Valley Ave	Complete the sidewalk gaps at these two locations.	\$650,000	No	Complete	2027	2028	2029	This is a future project that will be evaluated in the coming years.
C13	Elizabeth St	Hunt Ave to Traffic Ave	Improve Elizabeth Street to Residential Street standards with roadway improvements curb, gutter and sidewalks on each side. Portions have been completed with sidewalk grants and programs.	\$3,000,000	No	2029	2031	2032	2032	This is a future project that will be evaluated in the coming years.

Six Year Transportation Improvement Program 2027-2032
City of Sumner

Projects Listed in Priority Order
Italics identify unfunded milestones

TRAIL PROGRAM										
ID	PROJECT	LOCATION	DESCRIPTION	TOTAL COSTS	FUNDED?	YEAR				REMARKS
						PLANNING	DESIGN	ROW/PERMIT	CONSTRUCTION	
T1	Fryar Ave Trail	W Main St to Puyallup St	Complete trail connection through town.	\$9,000,000	Yes	Complete	Completing in 2026	Completing in 2026	2027	Design and ROW partially funded by federal grant. Construction funded by WSDOT Bike & Pedestrian Grant.
T2	White River Restoration Trail	45th Street to area north of 16th St	Construct 10,000 LF trail in conjunction with restoration project.	\$3,000,000	Yes	Complete	Completing in 2026	N/A	2027	Fully funded by restoration project.
T3	Rivergrove Pedestrian Bridge	Trail overpass connecting the vicinity of Alder Ave to 143rd Ave E	Construct trail bridge to provide a new trail connection between Sumner Town Center and the Rivergrove neighborhood over SR 410.	\$12,200,000	Partial	Complete	2027	N/A	2028	Design funding provided by ST3 and CMAQ grants. Received partial construction funding from PSRC STBG grant.
T4	Puyallup River Trail Bridge	Trail overpass connecting 144th Ave E to 143rd Ave E	Construct a trail bridge and trail connections to provide a connection to the Foothills Trail per the Sumner Parks and Trails Plan.	\$6,000,000	No	2031	2032	2033	2034	Identified in Draft Parks and Trails Plan. No funding source secured.
T5	Puyallup River Crossing	Sumner WWTP to Puyallup trail	Provides improved connection with the Puyallup and Foothills trail system.	\$4,000,000	No	2031	2032	2033	2034	Potential joint project with Puyallup. Eligible for federal CMAQ funding.

ANNUAL STREET MAINTENANCE PROGRAMS					
ID	PROJECT	DESCRIPTION	ANNUAL COSTS	FUNDED?	REMARKS
R1	Street Overlay Program	Overlay and rebuild existing streets throughout the City.	\$167,500	No	Street Operating General Fund Budget
R2	Roadway Paint Line Application	Repaint lane lines throughout the City.	\$41,000	Yes	Street Operating General Fund Budget
R3	Pavement Repairs	Repair spot surface and subgrade failures through dig-outs throughout the City.	\$69,460	Yes	Street Operating General Fund Budget
R4	Roadway Plastic Marking Application	Replace crosswalk, stop bar, and arrow markings throughout the City.	\$58,905	Yes	Street Operating General Fund Budget
R5	Chip Seal Application	Apply a chip seal treatment to asphalt roads throughout the City.	\$250,000	Yes	Street Operating General Fund Budget
R6	Crack Seal Application	Maintain roads with crack seal throughout the City.	\$80,720	Yes	Street Operating General Fund Budget
R7	Neighborhood Traffic Control Program	Modify residential streets to enhance pedestrian safety, slow speeding vehicles, and minimize cut-through traffic on collector and local roadways.	\$25,000	Yes	Street Operating General Fund Budget
R8	ADA Transition Plan	Address the projects identified in the ADA Transition Plan.	\$40,000	Yes	Sidewalks Construction Capital Fund Budget
R9	Sidewalk Maintenance Program	Replace/rebuild existing failing sidewalks due to damage caused by street trees.	\$250,000	Yes	Sidewalks Construction Capital Fund Budget
R10	Helping Homeowners Sidewalk Program	Replace existing failing sidewalks as part of a 50/50 cost share with homeowners.	\$50,000	Yes	Sidewalks Construction Capital Fund Budget

TRANSPORTATION PROJECTS COMPLETING IN 2026				
PROJECT	LOCATION	DESCRIPTION	COSTS	REMARKS
Washington St Preservation	Washington St between Wood Ave and McMillan Ave	Re-construct Washington St with ADA complaint sidewalks, planter strips, curb bulbs, upgraded ADA curb ramps, paved street surface, and the replacement of underground utilities within the corridor.	\$2,818,000	Project to be completed in 2026. Project was funded with City Council Reserves.
Maple St Pedestrian Signal and Citywide Signal Backplates	Traffic Ave and Maple St Ped Signal, Backplates Various Locations Citywide	Replace existing pedestrian-activated rectangular rapid flashing beacons with signal (a High Intensity Activated Crosswalk (HAWK) signal), add retroreflective backplates to upgrade signal heads citywide.	\$1,080,508	Project to be completed in 2026. Project is funded through an HSIP grant.

SUBJECT: Ordinance No. 2958 - Vacation of a Portion of the Harrison Street Alley

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2958 - Vacation of a Portion of the Harrison Street Alley

STAFF CONTACT: Doug Ruth, Deputy City Attorney

SUMMARY BACKGROUND:

An alley exists between Harrison Street and the on-ramp to Hwy 410. The alley has been an unused right-of-way for many years, with the easterly portion being incorporated into a parking lot for several businesses. The alley abuts Traffic Avenue but does not connect to that avenue. Currently, the end of the alley makes up two stalls in the parking lot. A property owner of one of the lots adjacent to the alley is seeking vacation of the portion of the alley that abuts the land. This portion stretches from the end of the alley near Traffic Avenue over part of the parking lot. Because the city did not pay for the alley, the City has not used said Alley for a considerable amount of time, and the adjacent property owner paid for all the improvements and maintenance of the area in question, the City has determined it is appropriate to charge 0% of the assessed value of the alley to the applicant. A public hearing occurred on March 16, 2026 with only the applicant speaking in favor of the vacation.

COUNCIL COMMITTEE/STUDY SESSION: Public Works

MEETING/STUDY SESSION DATE: 3/16/2026

COMMITTEE RECOMMENDATION: N/A

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2958 - Vacation of a portion of the Harrison Street Alley.

**ORDINANCE NO. 2958
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, VACATING A PORTION OF THE ALLEYWAY BETWEEN BLOCKS 7 AND 8 OF THE GREENLAWN ADDITION, IN THE CITY OF SUMNER, WASHINGTON, AS MORE PARTICULARLY SET FORTH HEREIN.

WHEREAS, the portion of the public right-of-way to be vacated is more particularly described and depicted on Exhibit A and is herein referred to as the “Right of Way;” and

WHEREAS, on October 22, 2025, the owner of property adjacent to the Right of Way submitted a petition to vacate the Right-of-Way and this owner represents the ownership of more than two-thirds of all the property abutting the Right of Way; and

WHEREAS, the proposed vacation portion is sixty-nine feet of alleyway created in 1890 as part of the Greenlawn Addition and lies south of Harrison Street and on the west side of Traffic Avenue; and

WHEREAS, the Right-of-Way is fifteen feet wide and is currently occupied by three parking stalls; and

WHEREAS, the Right-of-Way contains public utilities but the City is not otherwise using the Right of Way for any roadway, pedestrian, or other right-of-way purposes; and

WHEREAS, no portion of the Right of Way abuts a body of fresh or salt water as contemplated under RCW 35.79.035; and

WHEREAS, the City has no further need or use of the Right of Way, and the highest and best use of this Right of Way is for commercial use; and

WHEREAS, the Sumner City Council adopted Resolution No. 1741 affixing March 16, 2026, at the hour of 6:00 pm, at Sumner City Hall, 1104 Maple Street, Sumner, as the time and place for a public hearing on the petition to vacate pursuant to RCW 35.79.030, with access to said public hearing being available by ZOOM; and

WHEREAS, pursuant to RCW 35.79.020, notices of the time and place of the hearing were properly given; and

WHEREAS, at the time and place fixed, the public hearing did occur and all requirements of state law and city code have been duly taken and carried out.

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

Section 1. Vacation. That the Right of Way described in Exhibit A, which is

attached and made part hereof, is hereby vacated.

Section 2. **Surrender.** The Right of Way so vacated, is surrendered and attached to the immediately abutting property, and all right or title of the City and of the public, in and to the Right of Way so vacated, subject to an easement for utilities and services, shall and does vest in the abutting property owners as provided by RCW 35.79.040. The City has not incurred expense in acquiring or maintaining the Right of Way, and therefore the City Council finds that it is reasonable and appropriate to vacate it without compensation.

Section 3. **Public Utility Easement.** Pursuant to RCW 35.79.030 and SMC 12.80.050, the City reserves and retains a perpetual easement under, on, and over the described Right-of-Way, and the right to exercise and grant easements in respect to the Right-of-Way, for the construction, repair, and maintenance of existing and future public utilities and services.

Section 4. **Recording with the County Auditor.** Pursuant to RCW 35.79.030, a certified copy of this ordinance shall be recorded by the City Clerk in the office of the Pierce County Auditor.

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

Section 6. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof on the ____ day of _____, 2026.

Carla S. Bowman, Mayor

Attest:

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

EXHIBIT A
RIGHT OF WAY LEGAL DESCRIPTIONS AND DEPICTIONS

**LEGAL DESCRIPTION OF
PROPOSED ALLEY VACATION**

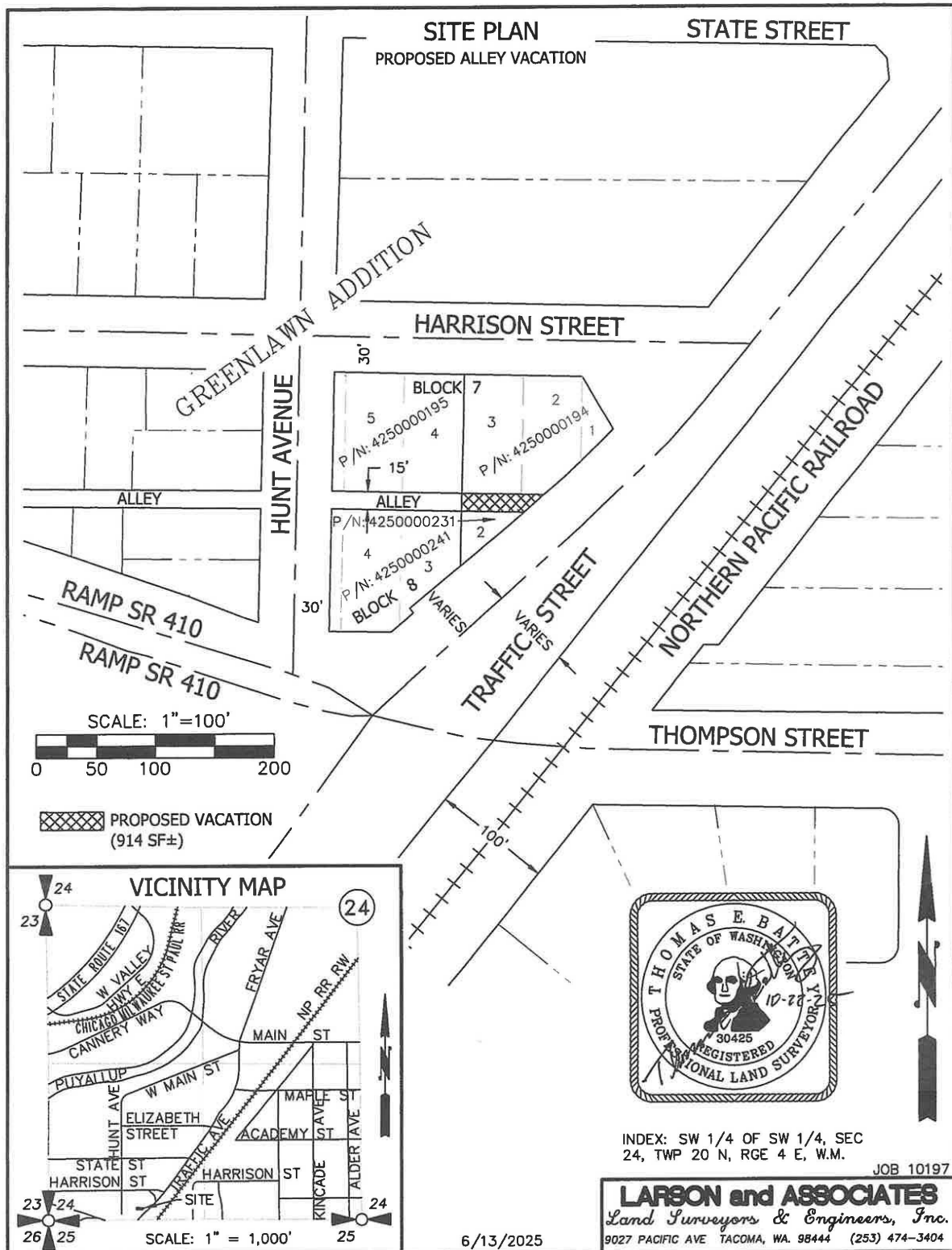
THAT PORTION OF THE ALLEY LYING BETWEEN LOTS 2 AND 3 IN BLOCK 7 AND LOTS 1 AND 2 IN BLOCK 8, GREENLAWN ADDITION TO SUMNER, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS AT PAGE 94, RECORDS OF PIERCE COUNTY AUDITOR;

EXCEPT ANY PORTION THEREOF WITHIN TRAFFIC AVENUE;

SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., WITHIN THE CITY OF SUMNER, PIERCE COUNTY, WASHINGTON.

(SAID PORTION CONTAINS APPROXIMATELY 914 SQUARE FEET)





SUBJECT: Ordinance No. 2957 - Amending Sumner Municipal Code 2.100 Personnel Policies

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2957 - Amending Sumner Municipal Code 2.100 Personnel Policies

STAFF CONTACT: Adrienne McNeilly, Human Resource Manager

SUMMARY BACKGROUND: The City has proposed several minor updates to the Personnel Policy section of the Municipal Code:

- We are trying to align our Compensatory Time language to match Federal law.
 - Leave accruals need to be updated to include language pertaining to part-time employees who work less than 20 hours per week.
 - A slight change to paydays to address dates when the City is closed, but banks are open.
 - Creating authority for the Mayor to create a policy for branded clothing.
-

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 3/11/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2957, revising sections of Chapter 2.100, of the Sumner Municipal Code, substantially in the form as approved by the City Attorney.

**ORDINANCE NO. 2957
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AMENDING SUMNER MUNICIPAL CODE 2.100 PERSONNEL
POLICIES.**

WHEREAS, the City required clarification of definitions and clean up of sections in order to remain consistent with current practice and the Fair Labor Standards Act; and

WHEREAS, the City updated leave accruals for some part-time employees; and

WHEREAS, the City clarified language pertaining to paydays that fall on a holiday; and

WHEREAS, the City is developing a policy for branded clothing; and

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

Section 1. Amendment to City Code. Sumner Municipal Code Section 2.100 is hereby amended as follows:

2.100.250 Compensatory time.

Nonexempt employees entitled to overtime pay may request compensatory time off instead of cash payment. This is approved on a case-by-case basis by the employee's supervisor. The city is not required to grant compensatory time instead of overtime pay. Compensatory time may be accrued up to the maximum allowable under the Fair Labor Standards Act (50 240 hours) or as defined by collective bargaining agreement.

Employees may use compensatory time within a reasonable time period after making a request to their supervisor, unless doing so would unduly disrupt city operations. Compensatory time usage should be scheduled in advance. Compensatory time must be used by the end of the calendar year. ~~Unused compensatory time will be paid out at the applicable wage. An employee may request a three-month extension to use the compensatory time; provided, that the extension is needed due to a planned event (upcoming vacation or long-term medical leave).~~

(Ord. 2595 § 1 (part), 2017; Ord. 2886 § 1, 2024; Ord. 2886(Sub) § 1, 2024)

2.100.290. Benefits for part-time, temporary employees and seasonal workers.

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

A. Regular Part-Time Employees.

1. Accrued Leave/Paid Holidays. Regular part-time employees who work at least

20 hours per week shall receive prorated accrued paid leave (~~vacation~~ PTO, bereavement) and paid holidays. ~~All part-time employees are eligible for prorated sick leave accrual.~~ "Prorated" means the ratio between the number of hours in the employee's normal work schedule and 40 hours per week.

Employees working less than 20 hours per week are eligible for sick leave accrual at the rate of one hour per 40 hours of work. Employees working less than 20 hours per week are not eligible for other accrued leave or paid time off (e.g., holidays or bereavement) unless otherwise allowed by the Mayor, City Administrator or collective bargaining agreement.

2. Medical Insurance. Part-time employees working at least 20 hours per week, but less than 30 hours per week, may choose to receive prorated medical benefits. Part-time employees working on average 30 or more hours per week shall receive medical benefits at a prorated amount unless waived by the employee.

B. Temporary and Seasonal Employees.

1. Accrued Leave/Paid Holidays. Temporary and seasonal employees are eligible for sick leave accrual at the rate of one hour per 40 hours of work. Temporary and seasonal employees who are in an unpaid status for a full work week will not accrue sick leave. "Prorated" means the ratio between the number of hours in the employee's normal work schedule and 40 hours per week. Temporary employees are not eligible for other accrued leave or paid time off (e.g., holidays or bereavement) unless otherwise allowed by the mayor, city administrator or collective bargaining agreement.
2. Medical Insurance. Temporary and seasonal employees who work more than 30 hours per week shall receive medical benefits the first day of the third month; provided, that their expected length of service is more than 90 days. The medical benefits shall be prorated if the temporary employee works less than 40 hours but more than 30 hours per week.

(Ord. 2595 § 1 (part), 2017; Ord. 2886 § 1, 2024; Ord. 2886(Sub) § 1, 2024)

2.100.320. Paydays.

Employees will normally be paid every other Friday on a biweekly pay schedule. If the regular payday occurs on a bank holiday, employees will be paid on the ~~last working day before the regular payday~~ day prior to the bank holiday.

(Ord. 2595 § 1 (part), 2017; Ord. 2867 § 1, 2023)

2.100.575 Clothing

The City finds that providing branded apparel to designated employees serves a legitimate public purpose by promoting a professional appearance, enhancing recognition of the City's brand, and ensuring consistent, identifiable, and safe attire while employees perform official duties. The Mayor is authorized to adopt and administer policies governing the provision, use, and management of branded apparel, including eligibility, standards, and procedures necessary to implement this section.

Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 3. Effective date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 4. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this _____ day of _____, 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, City Clerk

City Attorney Andrea Marquez

First Reading: _____
Date Adopted: _____
Date of Publication: _____
Effective _____

SUBJECT: Ordinance No. 2959 – Civil Service Amendment to Sumner Municipal Code Chapters 2.86 and 2.96

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance 2959 – Civil Service Amendment to Sumner Municipal Code Chapters 2.86 and 2.96

STAFF CONTACT: Adrienne McNeilly, Human Resource Manager

SUMMARY BACKGROUND:

This ordinance will change the classification of Police Chief, exempting the position from Civil Service.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety Committee MEETING/STUDY SESSION DATE: 3/18/2026 COMMITTEE RECOMMENDATION: Do pass
--

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2959 - Amending Sumner Municipal Code

**ORDINANCE NO. 2959
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE CHAPTERS 2.68 AND 2.96 RELATED TO THE CIVIL SERVICE

WHEREAS, from time to time, the municipal code needs to be updated to reflect current State law, and employment classifications, and;

WHEREAS, the Mayor finds that updating the Sumner Municipal Code will ensure the Civil Service provisions remain consistent with state laws and the operational needs of the City;

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

Section 1.

Sumner Municipal Code Chapter 2.86 and 2.96 shall be amended as follows:

2.68.010. Chief of police.

There is hereby created in the police department the position of chief of police. The chief of police shall be appointed by the mayor, subject to confirmation by a majority vote of the members of the city council and approval of the police chief's employment agreement ~~after certification by the civil service commission.~~

~~Pursuant to RCW 41.12.050, the position of police chief is excluded from the classified civil service system and shall not be subject to certification or regulation by the civil service commission.~~

The chief of police shall be the head of the police force of the city, and all police officers shall be under his/her immediate direction and command. The salary of the police chief shall be the amount established by the city council through an employment agreement executed between the city and the chief of police and, thereafter, as set forth in the city budget.

...

2.96.010. System adopted.

The civil service system set forth in chapter 41.12 RCW is adopted for the police department, and all employees therein, ~~except the position of Police Chief~~, and all appointments, advancements, demotions, removals, suspensions, discharges or control thereof and of the members thereof shall be governed by the civil service rules.

~~Pursuant to RCW 41.12.050, the position of Police Chief is excluded from the classified civil service and shall be appointed by the mayor and serve at the pleasure of the mayor, subject to confirmation by the city council as provided by law.~~

2.96.030. State law adopted.

This chapter is adopted pursuant to Chapter 13, of the Session Laws of 1937 of the state of Washington and **Chapter 41.12 RCW**, all of the provisions of that chapter are by reference incorporated in and made a part of this chapter.

Section 2. 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 off 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 3. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 4. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

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

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 6th day of April, 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

SUBJECT: Ordinance No. 2956 - Franchise Agreement with Ezee Fiber (Second and Final Reading)

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2956 - Franchise Agreement with Ezee Fiber

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The City is authorized by law (RCW 35.99 and Federal Law) to grant franchises to utility companies to occupy public rights of way within the City limits for purposes of constructing, operating and maintaining utility facilities. Wireline franchises are in the public interest as they permit and encourage the broad expansion of telecommunication providers within jurisdictions. A franchise agreement is a non-exclusive easement to utilize the rights of way- essentially acting as a master permit - but does not circumvent permit processes or any other land use and development requirements like coordination with other franchises, plan reviews and permit fees, and the requirement to relocate the facilities at the Franchise holder's cost if any public project requires the utility infrastructure to move.

Ezee Fiber submitted a complete application for a new telecommunications franchise agreement. The proposed franchise is for a period of 10 years, is non-exclusive, and requires insurance, bonding (or letter of credit) and indemnification of the City.

This franchise agreement largely mirrors the terms of the recently-adopted Ziply and Forged Fiber 37, LLC (AT&T) franchise agreements, so it is consistent with other similarly situated franchises in Sumner.

This ordinance was read and presented to Council for the first time on March 16, 2026 during the regular council meeting and tonight's presentation is the second and final reading. There is an opportunity for Council to receive the public's input prior to a vote.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee (3/3)

MEETING/STUDY SESSION DATE: 3/16/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to approve Ordinance 2956, approving a franchise agreement between the City of Sumner and Ezee Fiber on the terms and conditions outlined on the attached, and in a final form as approved by the City Attorney.

ORDINANCE 2956
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, OR REMOVE FIBER OPTIC CABLES WITHIN THE PUBLIC WAYS OF THE CITY OF SUMNER ("CITY") TO EZEE FIBER TEXAS LLC. ("GRANTEE"). THE CITY AND GRANTEE ARE SOMETIMES HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES."

WHEREAS, Ezee Fiber Texas LLC., a Delaware Corporation organized and existing under the laws of the State of Washington is a competitive telecommunications company providing telecommunication services, including voice, Internet and data services ("Wireline Communications Services"), which desires to occupy the City of Sumner rights-of-way to install, construct, operate, and maintain its telecommunications facilities and network for the purpose of providing services to its customers at locations within the City; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain telecommunication facilities within the boundaries of the City.

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans; and

WHEREAS, Grantee shall be responsible for its actual costs in using, occupying and repairing public ways; and

WHEREAS, the City and Grantee desire to effectuate good coordination of the use of the rights-of-way; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this ordinance are in the public interest.

WHEREAS, the City has the authority to grant, issue or deny franchises and use permits for the use of the right-of-way for telecommunications services subject to Chapter 12.90 of the Sumner Municipal Code ("SMC") but subject to applicable law; and

WHEREAS, the City and Grantee desire to enter into an agreement authorizing Grantee to use the Rights-of-Way throughout the City and specifying the terms and conditions under which said use may be made;

NOW, THEREFORE, THE CITY AND THE GRANTEE AGREE AS FOLLOWS:

Section 1. Franchise Agreement Terms Adopted.

1. Authority Granted. The City hereby grants to Grantee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege, and authority to construct, operate, maintain, replace, and use all necessary equipment and facilities thereto for the Telecommunications Facilities defined in Section 4 below. The Grantee is authorized to place its Telecommunications Facilities in, under, on, across, through, along, or below the specific rights-of-way of the City (the “Franchise Area”).

2. Authority Limited to Occupation of Rights-of-Way. The authority granted herein is a limited and non-exclusive authorization to occupy and use the rights-of-way of the City for the purpose of providing those Telecommunications Facilities (as defined in Section 4 below). This Franchise does not and shall not convey any right to Grantee to install its facilities on, under, over, across or to otherwise use City owned or leased properties of any kind without a valid lease agreement with the City. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the rights-of-way of the City to the Grantee. No reference herein to a public right-of-way shall be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and this Franchise may only grant than those rights which the City may have the undisputed right and power to give.

3. Permits Required. Grantee must obtain a permit from the City prior to performing any work within the rights-of-way. All facilities must be installed and maintained within the public rights-of-way in such manner and at such points so as not to inconvenience the public use of the public rights-of-way or to adversely affect the public safety and welfare.

4. Telecommunications Facilities.

4.1 The scope of this Franchise extends only to the wireline telecommunications facilities owned, operated or controlled by Grantee in the rights-of-way (the “Telecommunications Facilities”). This Franchise does not grant any rights in any easement granted for or in favor of any City or public utility facilities or operations.

4.2 This Franchise does not authorize the offering of Cable Services as defined in 47 U.S.C. § 522(6).

4.3 This Franchise does not authorize the installation of small wireless facilities as that term is defined in 47 USC 1.6002 or personal wireless facilities as that term is defined in RCW 35.99.010.

4.4 Unless the City and the Grantee have entered into a site-specific agreement or lease, this Franchise does not authorize Grantee to place new structures, including but not limited to poles and pedestals, in the rights-of-way regardless of height.

5. Terms, Conditions, and Provisions of SMC Chapter 12.90 Incorporated by Reference. The terms, conditions, and provisions of SMC Chapter 12.90 are incorporated herein by reference. All rights granted hereunder are subject to the terms, conditions, and requirements of SMC Chapter 12.90, as such chapter now exists or is hereinafter amended. The terms of this

Franchise shall supplement SMC Chapter 12.90. In the event of a conflict between this Franchise and SMC Chapter 12.90, the terms of this Franchise shall prevail.

6. Term of Franchise. The term of this Franchise shall be for a period of ten (10) years from the date the last party signs the Franchise, unless sooner terminated as provided herein.

7. Location of Facilities. Grantee may locate its Facilities anywhere within the Franchise Area, consistent the City's applicable Code requirements and the City's Design and Construction Standards. Grantee shall not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area, provided that Grantee does not expand its Services to Cable Services or small wireless facilities.

8. Non-Exclusive Grant.

8.1 This Franchise shall not in any manner prevent the City from granting additional franchises or entering into other similar agreements or franchises in, under, on, across, over, through, along or below any rights-of-way of the City or other City-owned properties, nor from exercising such other powers and authorities granted to the City by law.

8.2 This Franchise shall in no way prevent or prohibit the City from using any of its rights-of-way or other City-owned properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvements, and dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way and other City-owned properties of every type and description.

8.3 This Franchise does not grant a vested right for any facility to be located or to remain at any specific location in the public right-of-way and any right, permission or consent to occupy any location in the public right-of-way shall be revocable and terminable at the discretion of the City and the facility therein removed at the cost of the Grantee in order to allow free and unencumbered use of the public right-of-way for public work or other public purpose as may be in the best public or municipal interest as determined by the City.

9. Relocation.

9.1 **Relocation Requirement.** The City may require Grantee, and Grantee covenants and agrees, to protect, support, temporarily disconnect, relocate, and remove, its Facilities within the City's rights-of-way as set forth in SMC Section 12.90.240 when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency or as otherwise necessary for the operations of the City or other governmental entity, provided that Grantee shall in all such cases have the privilege to temporarily bypass in the authorized portion of the same rights-of-way upon approval by the City, which approval shall not unreasonably be withheld or delayed, any Facilities

required to be temporarily disconnected or removed. For the avoidance of doubt, such projects shall include any rights-of-way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, and not primarily for the benefit of a private entity, and shall not include, without limitation, any other improvements or repairs undertaken by or for the sole benefit of third party private entities. Collectively all such projects described in this Section 9.1 shall be considered a "Public Improvement Project". Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 9.1 shall be borne by Grantee. Nothing contained within this Franchise shall limit Grantee's ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060.

9.2 Notice and Relocation Process. If the City determines that the Public Improvement Project necessitates the relocation of Grantee's existing Facilities, the City shall provide Grantee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Grantee and consider the extent of Facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. Grantee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2) or unless any delays are caused by a force majeure event. To provide guidance on this notice process, the City will make reasonable efforts to involve Grantee in the predesign and design phases of any Public Improvement Project. After receipt of the written notice containing the Relocation Date, Grantee shall relocate such Facilities to accommodate the Public Improvement Project consistent with the timeline provided by the City (unless delays are caused by a force majeure event) and at no charge or expense to the City, except as otherwise permitted by RCW 35.99.060. Such timeline may be extended by a mutual agreement.

9.3 Locate Facilities. Upon request of the City or of a third-party performing work on behalf of the City in the rights-of-way and in order to facilitate the design of the rights-of-way, Grantee agrees, at its sole cost and expense, to locate its Facilities so that the Facilities' location may be taken into account in the improvement design. Grantee shall also locate its Facilities upon the request of a third party. The decision as to whether any Facilities need to be relocated in order to accommodate the Public Improvement Project shall be made by the City upon review of the location and construction of Grantee's Facilities. The City shall provide Grantee at least fourteen (14) days' written notice to perform any location services necessary to locate Grantee's facilities.

9.4 Third Party Requests for Relocation. The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities for projects that are not Public Improvement Projects. The City shall take into account payment by third parties of relocation costs or expenses in establishing or extending the Relocation Date.

9.5 Contractor Delay Claims. Grantee shall be responsible for the actual third party costs, City incurred expenses, and/or damages incurred by the City for delays in a Public Improvement Project to the extent the delay is caused by or arises out of Grantee's failure to comply with the final agreed upon schedule for the relocation other than as a result of a Force

Majeure Event or causes or conditions caused by the acts or omissions of the City or any other reason outside of Grantee's reasonable control. Grantee agrees to work cooperatively with the City, other franchisees and utilities and the City's third-party contractor with respect to the Public Improvement Project. Upon a notification of a delay due to Grantee's actions or inactions, Grantee agrees to work cooperatively with the City, other Grantees and utilities, and the City's third-party contractor to resolve such issues and if Grantee breaches its obligations under this Section 9 with respect to relocating its Facilities within the Franchise Area by the Relocation Date, and to the extent such breach causes a delay in the work being undertaken by the Public Improvement Project that results in a claim by the City's third party contractor(s) for costs, expenses and/or damages that are directly caused by such delay and are legally required to be paid by the City (each, a "Contractor Delay Claim"), the City may at its sole option: tender the Contractor Delay Claim to Grantee for defense and indemnification in accordance with Section 9.5 and Section 18; or require that Grantee reimburse the City for any such costs, expenses, and/or damages that are legally required to be paid by the City to its third-party contractor(s) as a direct result of the Contractor Delay Claim; provided that, if the City requires reimbursement by Grantee under this subsection, the City shall first give Grantee written notice of the Contractor Delay Claim and give Grantee the opportunity to work with the third-party contractor(s) to resolve the Contractor Delay Claim.

9.6 Indemnification. Grantee will indemnify, hold harmless and defend the City, in accordance with the provisions of Section 20, against any all claims, suits, actions, damages, or liabilities for delays to the extent caused by or arising out of the failure of Grantee to remove or relocate its facilities as required in this Section 9; provided that Grantee shall not be responsible for indemnifying, holding harmless or defending City for any claims due to delays not caused by grantee or to the extent caused by the negligence, willful misconduct or unreasonable delay of the City or any third party.

9.7 City's Costs. If Grantee fails, neglects, or refuses to remove or relocate its Facilities as described in this Section 9, except for in Section 9.4, then the City may perform such work or cause it to be done, and the City's reasonable and direct costs shall be paid by Grantee pursuant to Section 12.

9.8 Survival. The provisions of this Section 9 shall survive the expiration or termination of this Franchise for so long as Grantee continues to have Facilities in the rights-of-way.

10. Undergrounding of Facilities.

10.1 The parties agree that this Franchise does not limit or expand the City's authority under federal, law, or local laws, to require the undergrounding of utilities, including without limitation RCW 35.99.

10.2 Whenever all new or existing telephone, cable television, and electric utilities are located or relocated underground within public ways, the Grantee that currently occupies the same public ways shall concurrently relocate its Facilities underground in the manner required by SMC 12.90.120 and/or specified by the City Engineer or designee at no expense or liability to the City. Grantee shall only be required to pay its proportionately fair share of common costs borne by all

utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

10.3 Grantee will maintain membership in good standing with the Utility Coordinating Council One Call Center, or other similar or successor organization designated to coordinate underground equipment locations and installations. Grantee shall abide by RCW Chapter 19.122 (Washington State's "Underground Utilities" statutes) and will further comply with and adhere to local procedures, customs and practices relating to the one call locator service program.

11. Facilities for City's Use.

Grantee shall inform the City with at least thirty (30) days' advance written notice, when feasible or reasonable, that it is constructing, relocating, or placing ducts or conduits in the rights-of-way and provide the City with an opportunity to request that Grantee provide the City with additional duct or conduit and related structures necessary to access the conduit at City's costs and expense pursuant to RCW 35.99.070 and SMC 12.90.120(E).

12. Recovery of Costs.

12.1 Grantee shall be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City.

12.2 Where the City incurs reasonable costs and expenses for which a fee is not established, Grantee shall reimburse the City the actual administrative expenses incurred by the City that are directly related to receiving and approving a permit, license, and this Franchise, to inspecting plans and construction, or to the preparation of a detailed statement pursuant to chapter 43.21C RCW. These fees may include reimbursement for time associated with attorneys, consultants, City Staff and City Attorney's Office review.

12.3 Grantee shall pay a fee for the actual administrative expenses incurred by the City that are related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise. Grantee shall pay all costs of publication of this Franchise and any and all notices prior to any public meeting or hearing in connection with this Franchise. Grantee shall pay the reimbursements pursuant to this Section 0 upon acceptance of this Franchise. No permits shall be issued for the installation of Facilities until such time as the City has received payment of this fee. Grantee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency involving Grantee's Telecommunications Facilities.

12.4 Grantee shall reimburse the City for any costs incurred by the City in removing any Grantee Telecommunication Facilities upon abandonment, or in response to an emergency involving Grantee's Facilities.

12.5 Whenever necessary, after construction or maintaining any of Grantee's facilities within the rights-of-way, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the surface and subsurface disturbed by Grantee to as good or better condition as it was in before the work began, reasonable wear and tear excepted. Grantee shall replace any property corner monuments, survey reference or equipment that were disturbed or destroyed during Grantee's work in the rights-of-way. Such restoration shall be done in a manner consistent with applicable codes and laws and to the City's satisfaction and specifications where applicable. If Grantee fails to undertake such repairs as herein provided, the City may perform the repairs at Grantee's expense. In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system equipment or facilities have been installed in any public ways or rights of- way without complying with the requirements of this Franchise or other City ordinances, or the Franchise has been terminated or has expired, upon receiving fourteen (14) business days prior written demand from the City, the Grantee shall promptly commence to remove, at its expense, such affected equipment or Facilities, other than any which the City may permit to be abandoned in place, from the public rights-of-way. Any removal shall be completed within one-hundred eighty (180) days from receipt of the City's written demand. In the event of such removal, the Grantee shall promptly restore the public ways or rights-of-way from which such property has been removed to a condition reasonably satisfactory to the City. Any of Grantee's affected equipment or facilities remaining in place after the expiration of the one hundred eighty (180) days after the termination or expiration of the Franchise, and upon written notice from the City, shall be considered permanently abandoned. The City may extend such time with prior written request from the Grantee, such request shall not be unreasonably withheld. Any equipment or facilities of the Grantee that the City allows to be abandoned in place shall be abandoned in such manner as the City shall prescribe. Upon Grantee's permanent abandonment of the equipment or facilities in place, the equipment or facilities shall become the City's property, and the Grantee shall submit an instrument in writing to the Public Works Director, to be approved by the City Attorney, transferring the ownership of such equipment or facilities to the City.

13. The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Grantee with the City's itemization of costs at the conclusion of each project for information purposes. Reservation of Rights.

13.1 Grantee's operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result of these statutes and other federal law, the City will not impose a franchise fee under the terms of this Franchise. The parties shall, in good faith, negotiate a franchise fee on Grantee if Grantee's operations as authorized by this Franchise change such that the s prohibitions of RCW 35.21.860 or federal law no longer apply, or if prohibitions on the imposition of such fees are removed. Nothing contained herein shall preclude Grantee from challenging any such new fee or separate agreement under applicable federal, state, or local laws and such fee shall be suspended while any such challenge is pending.

14. Unsafe Working Conditions.

On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

1. Be in writing;
2. Be given to the person doing the work or posted on the work site;
3. Be sent to Grantee by overnight delivery;
4. Indicate the nature of the alleged violation or unsafe condition; and
5. Establish conditions under which work may be resumed.

15. Dangerous Conditions; Authority for City to Abate.

15.1 Whenever construction, installation, or excavation of Grantee's telecommunications facilities has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the City Engineer may reasonably require Grantee, at Grantee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, and utilities. Grantee shall be required to take action immediately and without notice from the City or within a prescribed time indicated in writing from the City.

15.2 In the event that Grantee fails or refuses to promptly take the action as directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, and other City property, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Grantee shall be liable to the City for the reasonable costs thereof.

16. Safety and Maintenance Standards.

16.1 Grantee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the rights-of-ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Grantee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its facilities. Additionally, Grantee shall keep its facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. By way of illustration and not limitation, Grantee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Grantee, the City reserves the general right to inspect the facilities to evaluate if they are constructed and maintained in a safe condition.

16.2 Additional standards include:

16.2.1 All installations and maintenance of equipment, lines, and ancillary facilities shall be installed and maintained in accordance with industry-standard practices and shall comply with all federal, State, and local regulations, ordinances, and laws.

16.2.2 Any opening or obstruction in the rights-of-way or other public places made by Grantee in the course of its operations shall be protected by Grantee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

17. Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

18. Indemnification; Exclusion of Damages.

18.1 Grantee releases, covenants not to bring suit against, and agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, volunteers, and representatives from any and all claims, reasonable costs, judgments, awards, or other liability asserted by a third party to the extent related to any injury or death of any person or damage to property caused by or arising out of any negligent, fraudulent, or willful acts or omissions of Grantee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise. These indemnification obligations shall extend to such claims that are not reduced to a suit and any claims that may be compromised, with Grantee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

18.2 Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance by Grantee of any of its obligations under this Section 18.

18.3 The City shall promptly notify Grantee of any claim or suit and request in writing that Grantee indemnify the City, pursuant to this Section 18. Grantee may choose counsel to defend the City subject to this Section 18.3. City's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event that Grantee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, Grantee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. Grantee may accept defense of a claim or claims

under a reservation of rights in which case, a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) determines that such claim or claims were not subject to Grantee's obligations under this Section, City shall promptly reimburse Grantee for all costs and expenses, including attorneys' fees, incurred in the defense of the claim or claims.

18.4 Grantee understands the intent. Grantee is indemnifying and controlling the defense. Nonetheless, it is the City's discretion to engage separate counsel if it deems there is a conflict of interest. Counsel have procedures, and ethical requirements, to deal with conflicts. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, then upon the prior written approval and consent of Grantee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Grantee shall pay the reasonable fees and expenses of such separate counsel, except that Grantee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

18.5 Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the City, its officers, officials, employees, or agents, the obligations of Grantee under the indemnification provisions of this Section 18 and any other indemnification provision herein shall apply. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Grantee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Grantee for claims made against the City by Grantee's employees. This waiver has been mutually negotiated by the parties.

18.6 Notwithstanding any other provisions of this Section 18, Grantee assumes the risk of damage to its Facilities located in the rights-of-way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any solely negligent, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors.

18.7 The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise.

18.8 NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING

ATTORNEY FEES OR LOST PROFITS, TIME, SAVINGS, GOODWILL, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, ARISING FROM OR IN CONNECTION TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. Grantee further agrees to indemnify, hold harmless, and defend the City against any third-party claims for damages, including, but not limited to, business interruption damages, lost profits, and consequential damages, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, or contractors.

19. Insurance.

19.1 Grantee shall procure and maintain for so long as Grantee has Facilities in the rights-of-way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Grantee. Grantee shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Grantee. Grantee shall procure insurance from insurers with a current A.M. Best rating of not less than A:VII. Grantee shall provide a copy of a certificate of insurance and blanket additional insured endorsement to the City for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

- (a) Automobile Liability insurance with limits of no less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- (b) Commercial General Liability insurance, written on an occurrence basis with limits of no less than \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, blanket contractual; premises; operations; independent contractors; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU).
- (c) Pollution liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate
- (d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable.
- (e) Excess Umbrella liability policy with limits of no less than \$5,000,000 per occurrence and in the aggregate. Grantee may use any combination of primary and excess to meet required total limits.

19.2 Payment of deductible or self-insured retention shall be the sole responsibility of Grantee. Grantee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in Section 19.1. Grantee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies.

19.3 The required insurance policies, with the exception of Workers' Compensation and Employer's Liability, and Pollution Liability obtained by Grantee shall include the City, its officers, officials, employees, representatives, engineers, consultants, agents, and volunteers ("Additional Insureds"), as an additional insured under this Franchise, with coverage at least as broad as Additional Insured Managers Lessors of Premises ISO form CG 00 01 and/or CG 20 26. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Grantee shall provide to the City upon acceptance a certificate of insurance and blanket additional insured endorsement. Receipt by the City of any certificate showing less coverage than required is not a waiver of Grantee's obligations to fulfill the requirements. Grantee's required general and auto liability insurance shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Grantee's required insurance and shall not contribute with it.

19.4 Upon receipt of notice from its insurer(s) Grantee shall provide the City with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to Section 19.1. Grantee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 19.1. Failure to provide the insurance cancellation notice and to furnish to the City replacement insurance policies meeting the requirements of Section 19.1 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 23 below, subject to the applicable cure periods.

19.5 Grantee's maintenance of insurance as required by this Section 19 shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Grantee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Grantee. If Grantee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Grantee.

19.6 The City may review all insurance limits once every calendar year during the Term and may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Grantee. Grantee shall then issue or provide a certificate of insurance to the City showing compliance with these adjustments. Upon request by the City, Grantee shall furnish certified

copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all contractors' coverage.

19.7 As of the Effective Date of this ordinance, Grantee is not self-insured. Should Grantee wish to become self-insured at the levels outlined in this Franchise at a later date, Grantee or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Grantee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Grantee or its parent company is responsible for all payments within the self-insured retention; and (iii) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

20. Security Fund and Liquidated Damages.

20.1 At the same time as providing acceptance of this Franchise, Grantee shall establish a permanent security fund in the amount of Fifty Thousand Dollars (\$50,000) to guarantee the full and complete performance of the requirements of this Franchise, the requirements of SMC Chapter 12.90, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Grantee to comply with the codes, ordinances, rules, regulations, or permits of the City. The Grantee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond in the amount of Fifty Thousand Dollars (\$50,000) to secure performance under this Franchise. The letter of credit or bond shall be in the form acceptable to the City Attorney.

20.2 If Grantee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, the City shall provide Grantee with written notice specifying with reasonable particularity the nature of any such breach and Grantee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Grantee does not comply with the specified conditions, City may, at its discretion, (1) commence revocation proceedings, pursuant to SMC 12.90.350(C), (2) refuse to grant additional permits, (3) claim liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day against the Security Fund, or (4) pursue other remedies to compel or force Grantee to comply with the terms hereof. If liquidated damages are used, then those damages shall be the exclusive monetary remedy for the breach.

20.3 Neither the right to liquidated damages nor the payment of liquidated damages shall bar or otherwise limit the right of the City in a proper case to utilize any other remedies available in equity or law.

20.4 Before any sums are withdrawn from the security fund, the City shall give written notice to the Grantee:

20.4.1 Describing the act, default or failure to be remedied, or the damages, costs or expenses which the City has incurred by reason of Grantee's act or default regarding the installation, maintenance, repair or removal of telecommunications facilities in the rights-of-way, other ways or upon City property or in connection with restoration of the foregoing;

20.4.2 Providing a reasonable opportunity for Grantee to first remedy the existing or ongoing default or failure regarding the installation, maintenance, repair or removal of the Facilities;

20.4.3 Providing a reasonable opportunity for Grantee to pay any monies due the City before the City withdraws the amount thereof from the security fund, if applicable; and

20.4.4 That Grantee will be given an opportunity to review the act, default or failure described in the notice with the City or his or her designee.

20.5 Grantee shall replenish the security fund within 14 days after written notice from the City that there is a deficiency in the amount of the fund.

20.6 Upon termination or expiration of the Franchise all funds remaining in the Security Fund shall be returned to Grantee within thirty (30) days after removal of Grantee's Telecommunications Facilities within the rights-of-way.

21. Remedies Cumulative. All remedies under SMC Chapter 12.90 and this Franchise are cumulative unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall the exercise of a remedy or the payment of liquidated damages or penalties relieve Grantee of its obligations to comply with this Franchise. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has at law or equity. Recovery by the City of any amounts under insurance, the performance bond, the security fund or letter of credit, or otherwise, does not limit a Grantee's duty to indemnify the City in any way; nor shall such recovery relieve Grantee of its obligations under this Franchise, limit the amounts owed to the City, or in any respect prevent the City from exercising any other right or remedy it may have.

22. Modification. The City and the Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification.

23. Revocation. The rights granted under this Franchise may be revoked or forfeited as provided in SMC Chapter 12.90 as said Chapter presently exists or is hereafter amended.

24. No Waiver. The failure of the City to insist on timely performance or compliance by Grantee shall not constitute a waiver of the City's right to later insist on timely performance or compliance by Grantee. The failure of the City to enforce any provision of SMC Chapter 12.90 on any occasion shall not operate as a waiver or estoppel of this right to enforce any provision of SMC Chapter 12.90 on any other occasion, nor shall the failure to enforce any prior ordinance, law or contractual provision affecting Grantee's facilities act as a waiver or estoppel against application of SMC Chapter 12.90, this Franchise or any other provision of applicable law.

25. City Ordinances and Regulations. Grantee agrees to comply with all present and future applicable federal, state and local laws, ordinances, rules and regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. Neither the granting of this Franchise, nor any provision thereof, shall constitute a waiver or bar to the exercise of any governmental right or power, police power, or regulatory power of the City as may exist at the time this Franchise is issued or thereafter be obtained. Nothing herein shall be deemed to direct or restrict or expand the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any telecommunications facilities by the Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause the Grantee to violate other requirements of law.

26. Severability. If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

27. Assignment. This Franchise may not be assigned or transferred except as provided in SMC 12.90.370.

28. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

City of Sumner
Attn: Mike Dahlem
Public Works Director
1104 Maple St.
Sumner, WA 98390
(253) 299-5702
miked@sumnerwa.gov

Grantee:

Ezee Fiber Texas LLC.
ATTN: Garner Duncan
SVP, Government Affairs
5959 Corporate Drive
Houston, TX 77036
(972)898-5487
garner.duncan@ezeefiber.com

29. Notice of Tariff Changes. If applicable to Grantee, Grantee shall, when making application for any changes in tariffs affecting the provisions of this Franchise, notify the City in writing of the application and provide the City Engineer with a copy of the submitted application within three days of filing with the Washington Utilities and Transportation Commission or other regulatory body. If applicable to Grantee, Grantee shall further provide the City Engineer with a copy of any actual approved tariff change affecting the provisions of this Franchise.

30. Eminent Domain. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of Grantee's

Telecommunications Facilities for the fair market value thereof. In determining the value of such Telecommunications Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

31. Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to Grantee by reason of such vacation. The City shall notify Grantee in writing not less than sixty (60) days before vacating all or any portion of any such area in which Grantee has Telecommunications Facilities. The City may, after sixty (60) days written notice to Grantee, terminate this Franchise with respect to such vacated area.

32. Condition of Facilities. Grantee shall, at its own expense, maintain its Facilities in a safe condition, in good repair and in a manner suitable to the City. Additionally, Grantee shall keep its Facilities free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services.

33. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the substantially prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

34. Hazardous Substances. Grantee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Grantee allow any of its agents, contractors or any person under its control to do the same. Grantee will be solely responsible for and will defend, indemnify and hold the City, its agents and employees harmless from and against any and all direct claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Grantee's use, storage, or disposal of hazardous substances or the use, storage or disposal of such substances by Grantee's agents, contractors or other persons acting under Grantee's control.

35. Acceptance. Acceptance shall occur upon Grantee's filing with the City Engineer all of the following: (i) this executed Franchise; (ii) certificate of insurance and additional insured endorsement pursuant to Section 19; and (iii) establishment of the security fund required pursuant to Section 20. The effective date of this Franchise shall be the date upon which Grantee has filed all of the acceptance documents listed in the preceding sentence (the "Effective Date"). Acceptance shall occur within sixty (60) days after the approval of the Franchise by the City Engineer. If an administrative fee pursuant to Section 12 is due, then issuance of any Right-of-Way Use Permit will not occur until receipt of the administrative fee.

36. Governing Law. This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Pierce County Superior Court.

37. Survival. All of the provisions, conditions and requirements of Section 5, 9, 10, 13, 18, 19, 25, and 36 shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the legal representatives and assigns of the Grantee and all privileges, as well as all obligations and liabilities of the Grantee shall inure to its legal representatives, successors and assigns equally as if they were specifically mentioned wherever the Grantee is named herein.

38. Miscellaneous.

38.1 City and Grantee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

38.2 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

38.3 This Franchise may be enforced at both law and equity.

38.4 This Franchise may be executed in duplicate counterparts, each of which shall be deemed an original.

38.5 Grantee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Grantee shall indemnify and hold the City harmless from any fines or other liabilities caused by Grantee's failure to comply with such requirements. Should Grantee or the City be cited by either the FCC or the FAA because the premises or Grantee's equipment is not in compliance and should Grantee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to Grantee or proceed to cure the conditions of noncompliance at Grantee's expense.

Section 2. 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 off 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 3. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection number; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 5. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this _____ day of April, 2026.

IN WITNESS WHEREOF, this Franchise is entered into and granted on _____, 20____, by and between the City of Sumner ("City"), a Washington municipal corporation, and Ezee Fiber Texas LLC. ("Grantee"). Grantee accepts all of the terms and conditions of this Franchises as of the Effective Date.

CITY OF SUMNER

GRANTEE:

By: _____
Public Works Director

By: _____
Title: _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____

SUBJECT: Ordinance No. 2960 - Parking Code Amendments (Sumner Municipal Code 10.36)

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2960 - Parking Code Amendments (Sumner Municipal Code 10.36)

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND:

Ordinance No. 2960 would amend the Parking Code (Sumner Municipal Code 10.36) to provide needed updates as it relates to 4-hour Truck Parking, streets that should prohibited parking, time limits for loading zones, and back-in parking. The Parking Code was last updated in 2022 and this is a general clean-up to address issues found through enforcement and field work by the Police Department. In addition, the City has begun requiring back-in angled parking in certain locations and these amendments make this more enforceable.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee MEETING/STUDY SESSION DATE: 3/25/2026 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2960, revising Chapter 10.36, of the Sumner Municipal Code, substantially in the form as approved by the City Attorney.

**ORDINANCE NO. 2960
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE CHAPTER 10.36 (PARKING) INCLUDING AMENDING CERTAIN TRUCK PARKING AREAS, LOADING ZONES, FOOD TRUCK PARKING, AND OTHER AMENDMENTS AS NECESSARY AND INCLUDES SECTIONS 10.36.010, 10.36.020, 10.36.040, 10.36.057 10.36.060, 10.36.090, 10.36.112, and 10.36.113

WHEREAS, the last major Parking Code amendment was in 2022 and in the last four-years changing circumstances and standards require an update to the Parking Code to ensure the code is current and enforceable; and

WHEREAS, commercial truck traffic continues to increase in the Manufacturing/Industrial Center (MIC) creating a need to remain diligent in regulating on-street extended truck parking to minimize impacts to adjacent residences and businesses; and

WHEREAS, the increased demand for commercial truck parking also increases the amount of noise, garbage and other impacts of commercial trucking; and

WHEREAS, new city improvements in the historic central business district and Town Center create a need for additional loading zones and increased parking enforcement; and

WHEREAS, new parking configurations such as back-in angle parking requires code amendments to be clearly enforceable; and

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

Section 1. That Sumner Municipal Code section 10.36.010 “Purpose”, is amended to read as follows:

The purpose of this chapter is to ensure the effective utilization of the city's public parking resources, protect the general welfare, support commerce, protect residential uses, and implement the downtown parking strategy adopted by Resolution No. 883.

The Director of Public Works is authorized to establish time limits for parking on city streets and roadways. The Director’s determinations must be consistent with the provisions of this chapter. To be effective and enforceable, any such established time limitation must be posted clearly on an official street sign that also identifies the area of time-limited parking.

Section 2. That Sumner Municipal Code section 10.36.020, “Trucks and trailer parking”, is amended to read as follows:

- A. It is unlawful for any person to park or leave standing on any street within a residential area or on that portion of a street abutting a residential area any of the following:
 - 1. A truck with a gross vehicle weight rating (GVWR) in excess of 24,000 pounds, or being in excess of 22 feet in length;

2. A trailer having a GVWR in excess of 10,000 pounds or being in excess of 20 feet in length;
 3. A commercial vehicle having a width of 96 inches (eight feet) or more;
 4. Any truck or trailer not having a current and valid truck or trailer license;
 5. Any truck, trailer or other motor vehicle which constitutes a street or driveway sight distance obstruction or impairs the movement of emergency vehicles along the street;
 6. Any recreational vehicles ~~of over~~ over 24,000 pounds GVWR or being greater than 28 feet in length regardless of GVWR, except as provided in SMC § 10.36.114.1; provided, however, notwithstanding SMC § 10.36.114.1, RVs exceeding eight feet, six inches in width, or 14 feet in height ~~and or~~ and 32 feet in length shall be prohibited from parking on residential streets.
- B. No person shall park or allow to remain standing on or in the public right-of-way any commercial truck, trailer, or truck-trailer combination, as follows:
1. No person shall park or allow to remain standing for more than eight hours at a time any truck, trailer or truck-trailer combination over 24,000 pounds gross weight capacity upon any of the streets, avenues or alleys within the city limits unless otherwise specified in this chapter,
 2. No commercial trailer may be detached from a motorized vehicle and left unattended in the public right-of-way unless otherwise specified in this chapter.
 3. No unattended vehicle of any size carrying hazardous materials shall be allowed to park at any time upon any of the streets, avenues or alleys within the city limits.
 4. Between the hours of 9:00 p.m. and 6:00 a.m., no person shall park a commercial vehicle upon the public right-of-way within 500 feet of residential dwellings and permit any motor, engine, compressor or other device to operate for more than 10 consecutive minutes or a total of 10 minutes within any two-hour period.
 5. On 24th Street East from the West Valley Highway east to the White River foot bridge.
 6. On both sides of 132nd Avenue East from 16th Street East south to the end of the street.
 7. On the north side of 45th Street East from Tacoma Avenue east to the end of the road.
 8. On the west side of 149th Avenue East and 150th Avenue Court East from 45th Street East north to the end of the road.
 9. ~~On both sides of 142nd Avenue East from 24th Street East south to Tacoma Avenue Bridge.~~
 10. ~~9. Repealed by Ord. 2756.~~
 11. 10. On the north side of 29th Street East from 142nd Avenue East easterly 554 feet.

- ~~12.~~ 11. On the south side of 29th Street East from 142nd Avenue East easterly 244 feet.
 - ~~13.~~ 12. On both sides of Tacoma Avenue from 142nd Avenue East to Puyallup Street.
 - ~~14.~~ 13. On the north side of 32nd Street East beginning at a point 150 feet east of 142nd Avenue East easterly to the end of the road.
 - ~~15.~~ 14. On both sides of 32nd Street East beginning at a point 200 feet east of the West Valley Highway and easterly of the cul-de-sac to the end of the street.
 - ~~16.~~ 15. On both sides of 136th Avenue Court East from 24th Street East south to the end of the road.
 - 16. On both sides of 16th Street East from West Valley Highway east to State Route 167.
 - 17. On both sides of 16th Street East from State Route 167 east to 132nd Avenue East.
 - 18. On both sides of 16th Street East from Union Pacific Railroad east to the end of the road.
- C. No person shall park or allow to remain standing on or in the public right-of-way any commercial truck, trailer, or truck-trailer combination, for more than four hours in the following locations:
- ~~1. On both sides of 16th Street East from West Valley Highway east to State Route 167.~~
 - 2. On ~~both~~ the north sides of 16th Street East from ~~State Route 167~~ 132nd Avenue East east to the ~~end of the road~~ Union Pacific Railroad.
 - 3. On both sides of 20th Street East from 137th Avenue East to 138th Avenue East.
 - 4. On the south side of 32nd Street East beginning at a point 150 feet east of 142nd Avenue East easterly to the end of the road.
 - 5. On the south side of 45th Street East from a point 350 feet east of Tacoma Avenue east to the end of the road.
 - 6. On both sides of 48th Street East from West Valley Highway east to the end of the road.
 - 7. On both sides of 52nd Street East from West Valley Highway east to the end of the road.
 - 8. On both sides of Williams Avenue from Puyallup Street south to the end of the road.
 - 9. On both sides of West Valley Highway from 16th Street East south to ~~Sumner Heights Drive~~ 24th Street East.
 - 10. On ~~both sides of East Valley Highway from city limits south to Elm Street~~ the south side of Hubbard Street from Pease Avenue east to Williams Avenue .

11. On both sides of 136th Avenue East from 16th Street East south to 24th Street East.

12. *Repealed by Ord. 2810.*

13. On both sides of 137th Avenue East from 16th Street East south to 20th Street East.

14. On both sides of 138th Avenue East from 20th Street East south to 24th Street East.

~~15. On both sides of 140th Avenue East from 16th Street East to 24th Street East.~~

16. On both sides of 140th Avenue Court East from Stewart Road south to the end of the road.

~~17. On both sides of 142nd Avenue East from Tacoma Avenue to a point 644 feet to the south.~~

~~18. On both sides of Puyallup Street from Fryar Avenue to East Valley Highway.~~

19. On the east side of 149th Avenue East and 150th Avenue Court East from 45th Street East north to the end of the road.

Section 3. That Sumner Municipal Code section 10.36.040 “Three-hour parking – 9:00 a.m. to 6:00 p.m.” is amended to read as follows:

No person shall park or allow to remain standing any automobile, truck or other vehicle for more than three hours at a time between the hours of 9:00 a.m. and 6:00 p.m. of each day, except Saturdays, Sundays and holidays, upon the following streets:

- A. Main Street from the Burlington Northern Santa Fe Railroad right-of-way to Sumner Avenue, except in designated loading zones;
- B. Maple Street from the Burlington Northern Santa Fe Railroad right-of-way to Ryan Avenue, except on the south side of the street from Kincaid Avenue to Alder Avenue, and in designated restricted parking zones per SMC § 10.36.070(H), and except as per SMC § 10.36.111;
- C. Kincaid Avenue from Main Street to Academy Street, except on the east side of the street between Maple Street and Academy Street, and in designated restricted parking zones per SMC § 10.36.070(H) and loading zones;
- D. Alder Avenue from Main Street to Academy Street;
- E. Ryan Avenue from Main Street to Maple Street, except in designated restricted parking zones per SMC § 10.36.070(H);
- F. North side of Academy Street from a point 120 feet west of Cherry Avenue westward to its terminus at Narrow Street;
- G. East side of Sumner Avenue between Park Street and Thompson Street;

- H. South side of Park Street between Sumner Avenue and Boyd Avenue;
- I. East side of Wood Avenue northerly of Main Street to the north side of North Street, except as provided in SMC § 10.36.060(Y);
- J. East side of Alder Avenue between Park Street and Thompson Street;
- K. South side of North Street from the end of the street to a point 175 feet east of Ryan Avenue;
- L. ~~West~~ Both sides of Cherry Avenue between Main Street and Maple Street; and
- M. West side of Ryan Avenue between North Street and Main Street.

Section 4. That Sumner Municipal Code section 10.36.057 “Four-Hour Parking” is amended to read as follows:

No person shall park or allow to remain standing any automobile, truck or other vehicle for more than four hours upon the following streets:

- A. ~~East~~ Both sides of 142nd Avenue East beginning at a point 640 feet south of Tacoma Avenue and then south to the end of the street.
- B. West side of 136th Avenue Court East from 24th Street East south to the end of the street.

Section 5. That Sumner Municipal Code section 10.36.060 “Prohibited Parking” is amended to read as follows:

No person shall park or allow to remain standing for any length of time any automobile, truck or other vehicle upon the following alleys and streets:

- A. All alleys;
- B. South side of Maple Street westerly from Wood Avenue for 90 feet;
- C. Fryar Avenue from Main Street to Puyallup Street;
- D. East side of Wood Avenue northerly of Maple Street for 44 feet;
- E. East side of Ryan Avenue between Main Street and North Street;
- F. West side of Kincaid Avenue northerly of Park Street for 53 feet;
- G. West side of McMillan Avenue between 16th Street and Everett Street;
- H. East side of Sumner Avenue between Main Street and Park Street;
- I. North side of Main Street easterly of Fryar Avenue for 270 feet;
- J. North side of Main Street from Valley Avenue to Lewis Street;
- K. South side of Main Street westerly from Valley Avenue for 256 feet;

- L. West side of Ryan Avenue between Maple Street and Park Street;
- M. West side of Wood Avenue from North Street to Maple Street;
- N. East side of Cherry Avenue between Main Street and Academy Street;
- O. West side of Steele Avenue;
- P. Either side of Main Street, Sumner Avenue to Wood Avenue;
- Q. West side of Lewis Avenue from Main Street to Academy Street;
- R. East side of 151st Street East from 63rd Court Street East southerly for 150 feet;
- S. East side of 152nd Street East from 63rd Court Street East to Meade-McCumber Street;
- T. South side of 63rd Street Court East from Valley Avenue East to 253 feet east of 152nd Street;
- U. Either side of Zehnder Street;
- V. South side of Main Street from Graham Avenue easterly for 162 feet;
- W. *Repealed by Ord. 2604;*
- X. *Repealed by Ord. 2604;*
- Y. East side of Wood Avenue northerly of Main Street for 65 feet;
- Z. Within any space marked as a fire lane;
- AA. Either side of 32nd Street East easterly of 142nd Avenue East for 150 feet;
- BB. Either side of 32nd Street East easterly from West Valley Highway for 80 feet and circumventing the cul-de-sac;
- CC. On both sides of 20th Street East from 140th Avenue East to the end of the road;
- DD. East side of 136th Avenue Court East from 24th Street East south to the end of the street and within the cul-de-sac;
- EE. South side of 45th Street East from Tacoma Avenue to a point 350 feet to the east;
- FF. ~~East Both sides of West Valley Highway beginning at a point 567 feet south of the south right-of-way line of 1624th Street East south for 55 feet to Sumner Heights Drive; and~~
- GG. ~~East side of West Valley Highway beginning at a point 510 feet south of the south right-of-way line of 16th Street East south for 20 feet~~ On both sides of 140th Avenue East from 16th Street East to 24th Street East; and
- HH. On both sides of Puyallup Street from Fryar Avenue to East Valley Highway;
- I.I. On both sides of 142nd Avenue East from 24th Street East to Tacoma Avenue East.
- J.J. On the west side of 142nd Avenue East from Tacoma Avenue East to a point 640 feet to the south.

Section 6. That Sumner Municipal Code section 10.36.090 “Loading Areas” is amended to read as follows:

No person shall park or allow to remain standing any automobile, truck or other vehicle in areas designated as loading zones for purposes other than the loading or unloading of passengers and/or materials. When a time limit for the zone is posted on an official sign, it is unlawful for a person to park or allow any vehicle to remain standing in the zone for longer than the posted time limit.

Section 7. That Sumner Municipal Code section 10.36.112, “Unlawful Acts Designated – Exceptions,” paragraph A, subsection 10, is amended to read as follows:

10. At any place where official signs prohibit stopping, standing, or parking, or for a length of time that exceeds the time limit posted on an official parking sign for that parking location,

Section 8. That Sumner Municipal Code section 10.36.113 “Parking Alignment” is amended to read as follows:

- A. Except as provided in subsection (B), ~~No~~ person shall park or allow to remain standing any automobile, truck or other vehicle in any public roadway within the city other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement and with the wheels of the vehicle furthest from the curb on that side which is consistent with the lawful movement of traffic be more than 12 inches from the curb or edge of the roadway.
- B. Parking a vehicle at an angle to a roadway is permitted at locations with posted, official signs authorizing angle parking, as approved by the Director of Public Works. The angle of parking is limited to the angle of the official parking stripes painted upon the roadway and in the manner designated by the posted official signs.

Section 9. 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 10. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 11. 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 number; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 12. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this _____ day of _____, 2026

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted: XXX XX, 2026
Date of Publication: XX XX, 2026 Online / XX ZZ, 2025
Effective Date: XX, XX, 2026

SUBJECT: Ordinance No. 2953 - Zoning Code Text Amendment, Co-living Housing

CATEGORY: Ordinance

BUDGET IMPACT:

ATTACHMENTS:

1. Ordinance No. 2953 - Zoning Code Text Amendment, Co-living Housing
2. Staff Report
3. Public Comments

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND:

In 2024, the Washington State Legislature adopted Engrossed Substitute House Bill (ESHB) 1998 requiring all Growth Management Act (GMA) cities to allow co-living housing as a permitted use on any lot within an Urban Growth Area where at least six (6) multifamily dwelling units are allowed. Local regulations must be amended to comply by December 31, 2025.

Co-living housing is defined in state law as a residential development comprised of independently rented sleeping units with shared kitchen facilities. The intent of the legislation is to expand access to lower-cost, market-rate housing options—particularly for workforce, seniors, and single-person households—by enabling development of small private units with shared amenities.

The South Sound Housing Affordability Partners (SSHA³P) prepared a regional model ordinance and user guide to assist jurisdictions in implementing ESHB 1998. The City of Sumner's Draft Ordinance No. 2953 (Exhibit A) is based on this regional model.

The City of Sumner must update its zoning code to:

- Add definitions for co-living housing, sleeping units, shared kitchens, and related terms;
- Permit co-living housing in all zones where multifamily housing of six (6) or more dwelling units per structure is already allowed;
- Add performance, density, open space, parking, and sewer connection standards consistent with state law; and
- Ensure co-living housing is regulated no more restrictively than other multifamily residential uses.

The Planning Commission held a public hearing on January 8, 2026 and received public comment.

The Planning Commission discussed the proposal and voted unanimously on a recommendation to approve.

The Planning Commission further recommended that a traffic safety study be completed per state law (RCW 36.70A.535(3)(b)(i)) and be submitted to the Department of Commerce in order to require minimum parking for co-living housing within ½ mile of the Sounder Station. This recommendation was discussed with the Council at the Study Session, with a staff recommendation, that it not be included in the ordinance adoption.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 2/9/2026

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to approve Ordinance No. 2953 amending the Zoning Code to allow co-living housing.

EXHIBIT A

ORDINANCE NO. 2953 CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING CHAPTER 13.16 “SEWERS”; AND “TITLE 18 “ZONING CODE” OF THE SUMNER MUNICIPAL CODE TO ADD DEFINITIONS AND REGULATIONS FOR CO-LIVING HOUSING, AND TO PERMIT CO-LIVING HOUSING IN ALL ZONES THAT ALLOW MULTIFAMILY RESIDENTIAL USES OF SIX DWELLING UNITS OR MORE PER STRUCTURE INCLUDING MEDIUM AND HIGH DENSITY RESIDENTIAL (CHAPTER 18.14), GENERAL COMMERCIAL AND NEIGHBORHOOD COMMERCIAL (CHAPTER 18.16), THE TOWN CENTER CODE (CHAPTER 18.29), THE EAST SUMNER URBAN VILLAGE OVERLAY DISTRICT (CHAPTER 18.30), AND OFF-STREET PARKING AND LOADING (CHAPTER 18.42); AND ADDS NEW DEFINITIONS (CHAPTER 18.04) FOR: CO-LIVING HOUSING, KITCHENETTE, KITCHEN, MAJOR TRANSIT STOP, SLEEPING UNIT, SHARED KITCHEN, AND WALKING DISTANCE AND REPEALS DEFINITION FOR ROOMING AND BOARDING HOUSE; AMENDS SYSTEM DEVELOPMENT CHARGES FOR SANITARY SEWER (SECTION 13.16.020); AMENDS SECTIONS 18.04.0325, 18.04.0722, 18.14.020, 18.14.080, 18.16.020, 18.16.040, 18.29.020, 18.30.020, AND 18.42.040.

WHEREAS, Engrossed Substitute House Bill 1998 (Chapter 180, Laws of 2024) requires all Growth Management Act cities to allow co-living housing as a permitted use in any zone that allows six or more multifamily residential units; and

WHEREAS, co-living housing is a residential development providing sleeping units with shared kitchen facilities that offers affordable, market-rate housing choices for workforce and moderate-income residents; and

WHEREAS, the legislation requires cities to allow co-living housing as a permitted use in all such zones by December 31, 2025, with no greater regulatory restrictions than for other multifamily residential uses; and

WHEREAS, co-living housing supports local and regional housing affordability goals by providing lower-cost, market-rate rental options for workforce housing and single-person households; and

WHEREAS, the South Sound Housing Affordability Partners (SSHA³P) Co-Living Model Code User Guide provides model language for implementing HB 1998 and amending municipal zoning codes to define and permit co-living housing; and

WHEREAS, the City of Sumner issued a SEPA Determination of Non-Significance on December 10, 2025, with a 15-day public comment period and provided notice consistent with SMC 18.56 and SMC 16.04; and

WHEREAS, the City has completed a public process including a duly noticed public hearing with the Planning Commission on January 8, 2026, and public meetings including December 4, 2025 with the Planning Commission; and City Council Community Development Committee Council January 28, 2026 and

WHEREAS, the City Council finds that Sumner Municipal Code amendments are necessary to implement state law relating to co-living and housing requirements and said amendments are consistent with the City of Sumner Comprehensive Plan.

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

Section 1. That SMC 18.04 “Definitions” is hereby amended to add the following new definitions, and to amend existing definitions where necessary:

18.04.0246 – Co-living housing.

“Co-living housing” means a multifamily residential development with sleeping units that are independently rented or owned and lockable, each providing living and sleeping space, in which residents share kitchen facilities with other sleeping units in the building or meals are provided.

...

18.04.0325 Density.

“Density” means a measure of the intensity of permitted residential development in terms of dwelling units per acre. For the purposes of calculating density for co-living housing, sleeping units count as one quarter of a dwelling unit.

...

18.04.0536– Kitchen.

“Kitchen” means a room or part of a room which is used, intended, or designed to be used for preparing food. The kitchen includes facilities, or utility hookups for facilities, sufficient to prepare, cook, and store food, and wash dishes, including, at a minimum, countertops, a kitchen-style sink, space and utilities sufficient for a gas or 220/240v electric stove and oven, and a refrigerator.

18.04.0536.1 – Kitchenette.

“Kitchenette” means a room or part of a room used for basic food preparation, with a sink and at least one 120-volt electrical outlet.

...

18.04.0636 – Major Transit Stop. See definition in RCW 36.70A.030(27).

...

18.04.0722 Multifamily dwellings.

“Multifamily dwelling” means a type of housing contained in a single structure with three or more dwelling units. Examples of multifamily dwellings include, but are not limited to, ground-level or multi-level triplexes, fourplexes, senior housing, co-living housing and multifamily residential infill (MRI) dwellings as may be permitted pursuant to SMC 18.16.040(F).

...

18.04.0928 – Shared kitchen.

“Shared kitchen” means a kitchen used or intended to be used by residents of multiple dwelling units or sleeping units for preparing food simultaneously.

...

18.04.0944.1 – Sleeping unit.

“Sleeping unit” means an independently rented or owned and lockable unit providing living and sleeping space, with access to shared kitchen facilities within the same building.

...

18.04.0910 Rooming and boarding house.

~~“Rooming and boarding house” means any premises which is principally a dwelling unit, which provides lodging with, meals for five or fewer rooms, and where the principal function is providing lodging for compensation. Resident rooms numbering six or more shall constitute a motel or hotel. This definition does not include nursing or convalescent homes, group residences or any other situation where persons are not living and working together as a single housekeeping unit.~~

...

18.04.1103 – Walking Distance.

“Walking distance” means the distance measured from the entrance to a train station with a commuter rail stop; or measured from the center point of a front lot line of a subject parcel, along streets and sidewalks for a specified distance (e.g. ¼ mile).

Section 2. That SMC 18.14.020 “Principal Permitted Uses” is hereby amended to read as follows:

The following uses are permitted in all MDR and HDR districts unless otherwise specified:

...

Q. Co-living housing subject to performance standards in SMC 18.14.80(Q).

Section 3. That SMC 18.14.080 “Performance Standards for MDR/HDR” is hereby amended with a new paragraph Q to read as follows:

The following special requirements and performance standards shall apply to properties in multifamily districts:

...

Q. Co-living housing shall meet the following performance standards:

1. Sleeping units shall be subject to the following standards:
 - a. All sleeping units shall be no more than 300 square feet.

- b. Sleeping units may include kitchenettes, but shall not include kitchens.
 - c. Sleeping units must include a private bathroom.
 - d. All sleeping units must have access by interior or covered exterior walkway to a shared kitchen.
2. At least one shared kitchen shall be provided for every fifteen sleeping units.
 3. Where open space standards are applied based on the number of dwelling units, one half of the open space requirement will be required for sleeping units that is required of dwelling units.
 4. For the purposes of calculating density for co-living housing, sleeping units count as one quarter of a dwelling unit.

Section 4. That SMC 18.16.020 “Principal and Conditional Uses” is hereby amended to read as follows:

18.16.020 Principal and Conditional Uses

The following table details permitted and conditionally permitted uses in the commercial districts. Where a “P” is indicated, the respective use in the same row is permitted in the zone classification in the same column. Where a “CUP” is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish the conditional uses. Where a “PRD” is indicated, the respective use in the same row is permitted through a planned residential development. A planned residential development shall be required and in full force and effect in order to establish the use.

		NC	GC	IC
...				
34a	Multifamily dwellings ² , rooming houses and boarding houses <u>co-living housing</u> ¹⁵ , senior apartments, retirement homes, assisted living facilities, continuing care communities, board and care homes, hospices, or nursing homes subject to the standards and locations as applicable in SMC 18.16.040	P	P	-
...				

¹Not involving operations or equipment that would cause excess noise, vibration, light, glare, or odor.

²Including multifamily residential infill (MRI) dwellings as may be permitted pursuant to SMC 18.16.040(F).

³Reserved.

⁴Reserved.

⁵Reserved.

⁶Contractor businesses are only permitted on lots within the IC zoning district in the vicinity of 24th Street East that abut industrial-zoned land on two sides. Contractor businesses shall meet the performance standards in SMC 18.16.080(T) and are a prohibited use in the IC zoning district in the vicinity of 166th Avenue East as depicted on the zoning map.

⁷Health and fitness clubs in the neighborhood commercial district shall not exceed 3,000 square feet in total floor area.

⁸Reserved.

⁹Truck-related parking allowed in the interchange commercial truck parking overlay area zone per SMC 18.42.046.

¹⁰Vehicle repair, automotive collision subject to performance standards in SMC 18.16.080(Y).

¹¹Reserved.

¹²No expansion of use or structure(s) allowed.

¹³See performance standards in SMC 18.16.080(W).

¹⁴See performance standards in SMC 18.16.080(X).

¹⁵ For the purposes of calculating density for co-living housing, sleeping units count as one quarter of a dwelling unit.

Section 5. That SMC 18.16.040 “Residential Uses” is hereby amended to read as follows:

18.16.040 Residential uses.

...

D. Other Residential Uses in the GC District. Multifamily residential and co-living housing developments are permitted as part of a mixed-use development with commercial uses. A mixed-use development shall have mixed-use structures and may have a combination of mixed-use and single-use residential structures. Except within the East Sumner urban village overlay district, a mixed-use structure is not required for a pipestem lot with street frontage that is less than 60 feet in width; instead the development may contain only single-use residential structures. Development shall occur such that:

1. Mixed-use structures shall have direct pedestrian access to the primary street and shall have ground floor building area designed to accommodate commercial uses along the entire length of the building facing the primary street. Ground floor building areas are intended for commercial use but may be improved as residential use and converted over time when economically viable.
2. Single-use residential structures shall contain only ground-related dwelling units and shall be located to the side or rear of mixed-use structures and not adjacent to the primary street.
3. The maximum number of dwelling units shall not exceed 25 dwelling units per net acre in the general commercial district.

E. Open space requirements for developments requiring design review shall be in compliance with the city of Sumner design and development guidelines, except that open space requirements for senior housing shall be provided in accordance with SMC 18.41.200 and open space requirements for co-living housing shall be in accordance with SMC 18.14.080(Q)(3).

...

G. Co-living housing shall comply with SMC 18.14.080(Q).

Section 6. That SMC 18.29.020 “Principal Uses” is hereby amended to read as follows:

18.29.030 Principal uses.

Permitted uses in the Town Center districts are as follows:

...

L. Multifamily dwellings (including multifamily residential infill (MRI) dwellings pursuant to SMC 18.16.040(F)); ~~rooming houses and boarding houses~~ co-living housing pursuant to SMC 18.14.080(Q); senior apartments, retirement homes, and continuing care communities; assisted living facilities, board and care homes, hospices, or nursing homes.

...

Section 7. That SMC 18.30.020 “Principal and Conditional Uses,” section B, is hereby amended to read as follows:

B. Commercial Districts. Those uses listed below shall govern the uses permitted and conditionally permitted where the base designations GC and NC are combined with the ESUV overlay district. Where a “P” is indicated, the respective use in the same row is permitted in the zone classification in the same column. Where a “CUP” is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish the conditional uses. Where a “PRD” is indicated, the respective use in the same row is permitted through a planned residential development. A planned residential development shall be required and in full force and effect in order to establish the use.

		NC/ESUV	GC/ESUV
...			
23.	Multifamily dwellings, including apartments, subject to density maximums in SMC 18.30.080(B), locations as applicable in SMC 18.30.090, and multifamily residential infill provisions in SMC 18.16.040(F), <u>and co-living housing subject to SMC 18.14.080(Q)</u>	P	P
...			

...

Section 8. That SMC 18.42.040 “Required Number of Parking Spaces,” section B, is hereby amended to read as follows:

B. Multifamily Dwellings.

1. One space per studio; one and one-half for each one- or two-bedroom unit; two spaces for three or more bedroom units; visitor parking for any type of multifamily use at one space for every five units;
2. Senior apartments and senior retirement homes: one for each unit; visitor parking at one space for every seven units; where on-site services are staffed, one for each employee per shift; except that minimum parking required per this subsection may be reduced through a conditional use permit or a planned residential development approval where circumstances related to the uses or site warrant a parking reduction.
3. Co-living housing: minimum one space for every four sleeping units.

Section 9. That SMC 18.42.040 “Required Number of Parking Spaces” is hereby amended with a new section V to read as follows:

V. No off-street parking is required for co-living housing located within one-half mile walking distance of a major transit stop.

Section 10. That SMC 13.16.220 “System Development Charges,” section A, is hereby amended to read as follows:

A. It is the policy of the city that all property owners seeking to connect to the city sewer system shall bear their equitable share of the cost of the general facilities of such system. Therefore, a system development charge may be paid either (1) upon the approval of a building (side) sewer permit application and prior to any construction, or (2) deferred according to subsection (D) of this section to the city at the city's finance department. The cost of such system development charge shall be computed according to the following schedule:

1. The fee for connection to the city sewer system shall be assessed per equivalent residential unit (ERU) as defined in SMC 13.16.030. All commercial, institutional, and industrial users discharging domestic sewage shall pay the system development charge per ERU as defined in SMC 13.16.030 for the amount of sewage that would be discharged to the city sewer system at full use of the intended facility or building. The system development charge per ERU is specified in the following list. This list shall be used in determining the number of ERUs for the building unless the applicant has a minimum of three previous years of water meter records at their present location that would more accurately reflect the waste load generated by the facility. The city engineer may choose to use the data submitted rather than determining the number of ERUs from the list. All ERU calculations used to determine system development charges shall be carried to the nearest 0.01 ERU.

Single-family residence	1.0 ERU per unit
Multifamily residence	0.75 ERU per unit
<u>Co-living housing</u>	<u>0.375 ERU per sleeping unit</u>
Accessory dwelling units	0.5 ERU
Retail	1.25 ERU per 1,000 sq/ft of building
Restaurant	0.14 ERU per occupant load
Assembly	0.08 ERU per occupant load
Office	0.8 ERU per 1,000 sq/ft of building
Industrial domestic	0.1 ERU per 1,000 sq/ft of building
High cubed warehouse	0.03 ERU per 1,000 sq/ft of building
Mobile home park	1.0 ERU per space
Motel	0.65 ERU per room
Service station	4.0 ERU per pump
Mini-mart	6.0 ERU per pump

Industrial waste loads shall pay a system development charge based on the number of ERUs as defined in SMC 13.16.030 (since nondomestic wastewaters are different in strength and composition). Four parameters in the definition of an ERU shall be weighted as follows in calculating the number: Flow, five-day BOD and TSS shall each be weighted at 0.3 and ammonia shall be weighted at 0.1.

2. Sixty-five percent of the fee shall be used for the treatment/disposal system upgrades.
3. Thirty-five percent of the fee shall be used for pump stations, force mains and sewer interceptor system upgrades.

Section 11. 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 12. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 13. 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 number; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 14. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this _____ day of _____, 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted:
Date of Publication:
Effective Date:



DATE: January 28, 2026
TO: Mayor Bowman and City Council
FROM: Ryan Windish, Community & Economic Development Director
CC: Chrissanda Walker, Associate Planner
RE: **Zoning Code Text Amendment – Co-Living Housing (ESHB 1998 Implementation)**

I. BACKGROUND / WHY THE AMENDMENTS ARE BEING PROPOSED

In 2024, the Washington State Legislature adopted Engrossed Substitute House Bill (ESHB) 1998 requiring all Growth Management Act (GMA) cities to allow co-living housing as permitted use on any lot within an Urban Growth Area where at least six multifamily dwelling units are allowed. Local regulations must be amended to comply by December 31, 2025.

Co-living housing is defined in state law as a residential development comprised of independently rented sleeping units with shared kitchen facilities. The intent of the legislation is to expand access to lower-cost, market-rate housing options—particularly for workforce, seniors, and single-person households—by enabling development of small private units with shared amenities.

The South Sound Housing Affordability Partners (SSHA³P) prepared a regional model ordinance and user guide to assist jurisdictions in implementing ESHB 1998. The City of Sumner's draft Ordinance No. 2953 (Exhibit A) is based on this regional model. In addition to this the Washington State Department of Commerce published a guidance document on Co-living Housing that is available [here](#).

The City of Sumner must update its zoning code to:

1. Add definitions for co-living housing, kitchen, kitchenettes, sleeping units, shared kitchens, and related terms;
2. Permit co-living housing in all zones where multifamily housing of six or more dwelling units per structure is already allowed;
3. Add performance, density, open space, parking, and sewer connection standards consistent with state law; and
4. Ensure co-living housing is regulated no more restrictively than other multifamily residential uses.

The Planning Commission discussed draft Ordinance No. 2953 on December 4, 2025 and had questions for staff as follows:

1. Could an existing house be converted to co-living housing? – **Yes, existing housing could be converted to co-living housing, so long as the criteria for co-living housing is met.**

The draft ordinance required at least one shared kitchen per floor. Based on further comments and research this requirement has been removed from the current draft ordinance.

2. What kinds of building permit and other fees would apply to a co-living housing space? – ***All applicable building fees, based on the valuation of the construction, would be required plus system development charge ("hook-up" fees) for water, sewer, and stormwater facilities. State law requires the calculation of the sewer fees to be 50% of the charge that would apply to a multi-family dwelling unit, which equates to 0.375 ERU or under current fee rates \$2,107.92 per sleeping unit.***
3. Would the City of Sumner Design and Development Guidelines need to be updated? – ***No, co-living housing is included in the definition of "multifamily" and therefore would be regulated the same as other multifamily housing in the Design and Development Guidelines, and no amendments are necessary at this time.***
4. Should there be a restriction on the use of electric "hot plates" due to fire hazard and a requirement for only induction stove tops to be used? – ***No, the Zoning Code doesn't need to address this safety concern as it will be addressed by the building and fire codes.***
5. What is the difference between a "kitchen" and a "kitchenette"? – ***A "kitchen" has a 240V/220V or natural gas fixture capable of operating a kitchen stove and oven and a "kitchenette" has at least one 120V power outlet. See new definitions for "kitchen" and "kitchenette."***
6. Can the regulations regarding the number of parking spaces required be clarified? – ***Yes, the number of parking spaces is a minimum 1 for every 4 sleeping units. A developer may choose to provide more than the minimum required parking.***

The Planning Commission held a public hearing on January 8, 2026 and received public comment.

The Planning Commission discussed the proposal and voted unanimously on a recommendation to approve.

The Planning Commission further recommended that a traffic safety study be completed per state law (RCW 36.70A.535(3)(b)(i)) and be submitted to the Department of Commerce in order to required minimum parking for co-living housing within ½ mile of the Sounder Station.

II. DESCRIPTION OF PROPOSAL

The proposed Zoning Code Text Amendment would amend several sections of the Sumner Municipal Code (SMC), including SMC 13.16, SMC Title 18, and chapters 18.14, 18.16, 18.29, 18.30, and 18.42, to implement state law on co-living housing and utilize the SSHA³P model code.

In summary, the Zoning Code Text amendments would:

1. Add New and Update Definitions (SMC 18.04)

The following definitions within the Zoning Code would be added or updated for clarity, to reference or be consistent with definitions in state law:

- Co-living housing (New)

- Density (Amended)
- Kitchenette (New)
- Kitchen (New)
- Major transit stop (New)
- Multifamily dwellings (Amended)
- Rooming and Boarding House (Repealed)
- Sleeping unit (New)
- Shared kitchen (New)
- Walking Distance (New).

2. Permit Co-Living Housing in All Applicable Zones

Co-living housing is required to be permitted in all zones where six (6) or more units of multifamily housing is allowed per structure. Therefore, co-living housing would be listed as a principal permitted use in:

- Medium Density Residential (MDR) & High Density Residential (HDR) (SMC 18.14)
- General Commercial & Neighborhood Commercial (SMC 18.16)
- Town Center Plan (SMC 18.29)
- East Sumner Urban Village Overlay (ESUV) (SMC 18.30)

Co-living housing would not be allowed in the Low-Density Residential (LDR) zones that are characterized by predominately single-family residential housing and allow under certain circumstances up to one four-plex.

3. Add Standards for Sleeping Units and Shared Kitchens

Sleeping units and shared kitchens are a new concept and allowance and would be implemented as follows consistent with ESHB 1998. Standards include:

- Sleeping unit size no more than 300 sq. ft.
- Private bathrooms required in sleeping unit.
- No in-unit kitchens allowed; kitchenettes permitted.
- Shared kitchens required at a minimum ratio of 1 per 15 sleeping units. (Note: The previous draft required 1 shared kitchen per floor. This has been removed.)

4. Define Density and Open Space

Housing unit density and open space requirements are to be calculated as follows and show up in the definitions for "Density" (SMC 18.04) and as footnotes for each applicable zone:

- For density calculations, each sleeping unit = 0.25 dwelling units.
- Open space requirements for sleeping units = ½ the requirement for dwelling units.

5. Adjust Parking Standards (SMC 18.42)

Parking standards would be changed to address co-living housing particularly as it relates to "sleeping units" and transit stops summarized below:

- Minimum of 1 stall per 4 sleeping units. (Note: Developers have the option to building more then minimum parking.)
- No parking required for sites within ½ mile of a major transit stop.

6. Establish Sewer System Development Charge (SMC 13.16)

Sewer system development charges are essentially “hook-up” fees and are paid at the time of construction or expansion of a structure and use. Sleeping units need to be included in this code as follows:

- Sewer ERU rate for co-living = 0.375 ERU per sleeping unit, consistent with the 50% cap in ESHB 1998.

The draft ordinance containing the amendments discussed above is presented in Exhibit A, attached.

III. ANALYSIS

The proposal is consistent with state law (ESHB 1998) and implements key housing and land use goals and policies in the City of Sumner Comprehensive Plan, as discussed below.

1. Consistency with State Law (ESHB 1998)

The amendments directly implement the mandatory provisions of ESHB 1998 requiring jurisdictions to:

- Allow co-living where at least 6 multifamily units are allowed per structure.
- Not impose higher development standards than multifamily housing.
- Limit parking requirements.
- Apply sewer connection fees at ≤50% of multifamily rates.
- Calculate density at 0.25 DU per sleeping unit.

The draft ordinance is consistent with all statutory requirements.

2. Sumner Comprehensive Plan

Sumner’s Comprehensive Plan has general policies related to Land Use, Governance Sub-element, Family and Human Services and Housing element that support this proposal:

HOUSING ELEMENT

The proposal is consistent with Comprehensive Plan policies and goals for establishing Housing Element as follows:

- 1. Encourage public and private reinvestment in older residential neighborhoods and private rehabilitation of housing.**
 - 1.7. Support the preservation of existing mobile home/manufactured home parks as affordable housing.
- 2. Provide a range of housing types for all life stages and economic segments of the Sumner community.**

- 2.5. Plan for an adequate supply of land to accommodate projected housing needs for all income bands.
- 2.5.1. Through the Comprehensive Plan, Zoning Code, Subdivision code, Design Guidelines, and other regulations and standards, allow for a variety of housing types and lot configurations including government-assisted housing; housing for moderate-, low-, very low-, and extremely low-income households; manufactured housing; multifamily housing; group homes; foster care facilities; emergency housing; emergency shelters; permanent supportive housing; and duplexes, triplexes, and townhomes.
- 2.5.11. Consider implementing strategies such as an inclusionary housing program, minimum densities, density bonuses, adaptive re-use, and others to promote affordable housing.

LAND USE ELEMENT

The proposal is consistent with Comprehensive Plan Land Use Element policies and goals specifically:

1. Provide for a variety of land uses in Sumner while preventing adverse impacts and ensuring consistent implementation of policies and regulations.

- 1.3. Through the Land Use Element and Community Character Element, strive to balance residential, commercial, industrial and public land uses.
 - 1.3.1. Periodically review development regulations to remove unnecessary requirements and to balance environmental protection, public participation, and housing and economic development goals.
- 1.7. Ensure new development is consistent with the policies of this Plan through implementation of regulations, programs, and project-specific review.

CONCLUSION: The co-living housing amendments would provide additional housing types and living arrangements that are likely to be more affordable than other housing types therefore promoting affordable housing for all life stages and income bands consistent with the goals and policies in the Housing Element. Residents of co-living housing are typically single-persons creating a more affordable option for this demographic. The co-living housing amendments would also provide for a variety of land uses striving to balance residential and other types of land uses throughout the City. Co-living housing would only be allowed in zones that allow for multiplexes of at least 6 units and therefore would focus this type of housing in areas of the city that allow for multi-family, apartments, and mixed-use development. Co-living housing would not be allowed in industrial or interchange commercial areas to avoid conflicts with trucks, noise, and other impacts to residential living. The proposed amendments therefore are consistent with pertinent goals and policies in the Comprehensive Plan.

IV. SEPA ENVIRONMENTAL REVIEW

The State Environmental Policy Act (SEPA) application was submitted on November 21, 2025 (SEPA-2025-0010). Analysis of the checklist was completed on the proposed amendments, and a Determination of Non-Significance (DNS) was issued on December 10, 2025 with a 15 day

comment period.

V. PUBLIC & AGENCY COMMENT

Comments were received from Mr. Nick Biermann on December 26, 2025 and are attached in Exhibit B. Mr. Biermann also spoke at the public hearing.

VII. PLANNING COMMISSION RECOMMENDATION

Planning Commission unanimously voted on a recommendation that the City Council approve Ordinance No. 2953 amending the Zoning Code to allow co-living housing.

The Planning Commission further recommended that a traffic safety study be completed per state law (RCW 36.70A.535(3)(b)(i)) and be submitted to the Department of Commerce in order to required minimum parking for co-living housing within ½ mile of the Sounder Station.

VIII. EXHIBITS

- A. Ordinance No. 2953
- B. Public Comments

From: [Nicholas Biermann](#)
To: [Chrissanda Walker](#)
Subject: Public input on co-living amendment
Date: Friday, December 26, 2025 3:49:34 PM

External: Use caution with links/attachments.

Hi, Chrissanda. I would like to submit my input below as part of the public comment period for the proposed zoning code amendment allowing co-living housing. Would you please be so kind as to forward my message below to the Community Development/Development Services Department? Thank you. -Nick-

Dear Director of Community Development,

First, I would like to note that I am not speaking for or against co-living as part of this public comment. Rather, I would like to offer some insight into the very real advantages but also the potential drawbacks associated with adding co-living space here in Sumner. Also, I will note that these comments are not in specific response to the SEPA decision and I will be happy to submit them again in the future if there is an additional public comment period on the ordinance itself.

I used to live in co-living space when I resided in Seattle a few years ago, and my experiences were somewhat different from the information that city staff presented to the Planning Commission during the meeting on December 4. By making comment now, I hope to offer some additional information that the Planning Commission and City Council can use when making decisions about this proposed zoning code text amendment.

Some particular points I would like to address:

1. Size of co-living units. Some units, including a unit I lived in, were in fact greater than 300 sq ft presented to the planning commission. But in general, the size of units varied from approx 150 sq ft to around 400 sq ft. The smallest units were "dorm size" or smaller, and considerably smaller than most hotel rooms.
2. Kitchen space. Units had kitchenettes, with no stove or oven, but a microwave and a dorm-sized mini fridge. There were 110 V electrical outlets for appliances like hotplates or cookers and air fryers but no 220 V outlets. Shared kitchens with ovens/stoves, a pantry, sinks, and a full-size refrigerator were provided for shared community use by all residents. But shared kitchens may not be required on each floor. Instead, we had vertical "stacks" of individual rooms and a shared kitchen only the first floor at entry-level.
3. Bathrooms. Bathroom space provided consisted of a toilet, sink, and a shower stall. No bathtub. In some units, the sink was outside of the "water closet" where the toilet was located and doubled as a kitchenette sink. I want to be sure that commissioners and council members are aware of the type of living quarters allowed under co-living housing regulations.
4. Accessibility. In my experience, elevators were not required in all parts of co-living housing developments. Access to the individual rooms was by staircase only. Having no elevators could make co-living arrangements in multiple-story buildings impractical for residents with accessibility needs.
5. Parking. Despite the limits imposed on the maximum number of parking spaces that can be required in a co-living housing development, most residents do in fact bring their cars. Most residents will bring vehicles and will park on the surrounding city streets. This is particularly true in a city like Sumner. Unlike in Seattle, there are not multiple grocery stores within a few

blocks walk, and Sumner Station does not offer the same type of service as light rail does. Commuter rail is very different from taking the light rail to the store or a doctor appointment or attending an event.

6. Affordability. While some co-housing rooms can be purchased and owned by the residents, most residents will be renters. Due to the constraints on living space, most renters will be single folks looking for short-term housing. Also, while the face-value cost for monthly rent may be lower than with a corresponding 1-bedroom or 2-bedroom apartment, the cost per square foot is not necessarily proportional. In other words, renters in co-housing pay more for less space than they would in a 1 or 2-bedroom apartment with a roommate or partner/spouse to share the cost. Space limitations could also exclude families or even single residents with children.

I do recognize that the City of Seattle may have different standards than may be desired in Sumner. But I still would like to recommend that city staff present some additional background information to the Planning Commission and City Council on this particular topic before the ordinance is sent to the full council for approval.

Thank you.

Sincerely,

Nick Biermann
Sumner resident
5802 Parker Rd E