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CALL TO ORDER

Roll Call: Bitetto, Brown, Hamilton, Hayden, Hochstatter, Neuman and Reed

REGULAR BUSINESS

1. Sumner Bonney Lake School District Presentation - Sumner High School Modernization Project
2. Sumner Bonney Lake School District Development Agreement
3. Legislative Update

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Calendar

EXECUTIVE SESSION

Per RCW 42.30.110(i) – Potential Litigation

Per RCW 42.30.140 - Labor Negotiations

ADJOURNMENT

SUBJECT: Sumner Bonney Lake School District Presentation - Sumner High School Modernization Project

CATEGORY: Presentation

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

The Sumner-Bonney Lake School District applied for a modified Conditional Use Permit related to their updated and phased replacement of Sumner High School. Tonight, representatives from the District will be presenting their plan and discussing the design and timelines. Superintendent Dr. Laurie Dent, Matt Guilanians, Project Manager from Hainline, and Mary Urback, the District's Land Use Attorney and will be available to answer questions following their presentation.

COUNCIL COMMITTEE/STUDY SESSION: Presentation at the May 24th Council Study Session MEETING/STUDY SESSION DATE: 5/24/2021 COMMITTEE RECOMMENDATION: N/A

STAFF RECOMMENDATIONS/MOTION:

N/A

SUBJECT: Sumner Bonney Lake School District Development Agreement

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Hearing Examiner Recommendation Development Agreement
2. Sumner High School Master Plan Development Agreement

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The Sumner-Bonney Lake School District is undertaking an extensive, and phased, project to modernize and replace the current Sumner High School facility. The project required the District to re-apply for a conditional use permit (CUP) due to the major modifications to the project since the District received its 2018 CUP permit. To ensure some level of certainty related to the rules, regulations and fees that will govern the phased modernization project, the District requested a development agreement (DA) to enable it to vest to certain zoning and development regulations, including impact fees, currently in place. The term of the agreement is 10 years. Pursuant to the process outlined in SMC 18.20.040(B)(1), the City's hearing examiner heard from both the City and the District regarding the development agreement during the same hearing he was presented with the CUP application. The Hearing Examiner reviewed and considered the terms of the Development Agreement, and on May 13, 2021 he issued a recommendation that the City Council approve the DA with the District. Upon approval of the Development Agreement, the Hearing Examiner can issue his decision on the Conditional Use Permit.

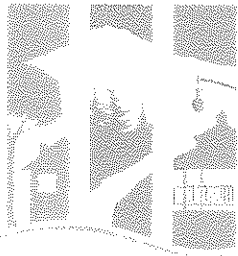
Development Agreements are specifically authorized by RCW 36.70B.170-210 and SMC 18.20 as a proper exercise of a City's police power.

A duly noticed public hearing before City Council is scheduled for June 7, 2021.

COUNCIL COMMITTEE/STUDY SESSION: Study Session MEETING/STUDY SESSION DATE: 5/24/2021 COMMITTEE RECOMMENDATION:
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STAFF RECOMMENDATIONS/MOTION:

Adopt Ordinance XXXX approving a Development Agreement between the City of Sumner and the Sumner-Bonney Lake School District, and authorizing the Mayor to execute the same.



CITY OF
SUMNER
WASHINGTON

1104 MAPLE STREET, SUMNER WA 98390

May 13, 2021

Sumner-Bonney Lake School District
1202 Wood Avenue
Sumner, WA 98390

RE: SHS CUP-PLN-2021-0012
SHS DEVELOPER AGREEMENT PLN-2021-0024

Dear Applicant:

Transmitted herewith is the Report and Recommendation of the City of Sumner Hearing Examiner relating to the above-entitled matter.

Very truly yours,



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

SKC/jjp
cc: Parties of Record

- 1 -

OFFICE OF THE HEARING EXAMINER

CITY OF SUMNER

REPORT AND RECOMMENDATION

CASE NO.: SHS CUP-PLN-2021-0012
SHS DEVELOPER AGREEMENT PLN-2021-0024

APPLICANT: Sumner-Bonney Lake School District
1202 Wood Avenue
Sumner, WA 98390

PROJECT Hainline
REPRESENTATIVE: Attn: Matt Guilanians
411 First Ave South Suite 210
Seattle, WA 98104

PLANNER: Scott Waller, Associate Planner

SUMMARY OF REQUEST:

Execution of the Sumner High School Master Development Agreement.

SUMMARY OF RECOMMENDATION: Execution of Development Agreement.

PUBLIC HEARING:

After reviewing Community Development Department Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on April 29, 2020, at 9:00 a.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

- EXHIBIT 1 - Community Development Department Staff Report
- EXHIBIT A - Developer Agreement
- EXHIBIT 1 - Legal Description of School District Property
- EXHIBIT 2 - SHS Master Plan Site Plan
- EXHIBIT 3 - Construction Sequencing Plan
- EXHIBIT 4 - Building Height Analysis
- EXHIBIT 5 - Landscape Plan
- EXHIBIT 6 - Signage Plan
- EXHIBIT 7 - Signage Description
- EXHIBIT 8 - PSE Street Lighting Plan
- EXHIBIT 9 - Right-of-ways Improvement Plan
- EXHIBIT 10 - ROW Vacations/Deed Conveyances Map
- EXHIBIT 11 - Stormwater System Plan
- EXHIBIT 12 - Water System Plan
- EXHIBIT 13 - Code Compliance Plan
- EXHIBIT 14 - Sewer System Plan
- EXHIBIT B - Developer Agreement NOA/NOH
- EXHIBIT C - Public Comments

The Minutes of the Public Hearing set forth below are not the official record and are provided for the convenience of the parties. The official record is the recording of the hearing that can be transcribed for purposes of appeal.

SCOTT WALLER appeared, presented the Community Development Department Staff Report, and testified that after the previous conditional use permit approval the school district decided to develop an entire new master plan for the high school. However, the Elhi Hill School is completely constructed and in operation. The new proposal calls for a phased demolition and reconstruction as well as improvements to the sports facilities. Phase 2 is much larger than the balance of the improvements. The high school will consist of 334,614 square feet following construction and will need a special height exception. Construction will occur over a number of years and during that time, significant parking areas will remain during the construction of the various components. The code allows a special height exception, which in this case is proposed for the center of the building away from property lines. The architecture provides step-down building heights toward residential areas. Staff finds the proposal a good design and layout. The district will provide new lighting throughout the campus as well as frontage improvements. The only stadium work will consist of replacement lighting, all of which will be down shielded. The district will determine the amount of light needed and when. The district has evaluated noise from all equipment onsite to include a public address system and whistles on the athletic fields. The studies show that activities on the site will not create noise beyond the maximum 55 dB(A) allowed. The applicant will also perform a post occupancy noise study. They are providing walls around all equipment to ensure the noise stays on the property.

The project includes 224 new parking stalls that will mitigate on street parking requirements. However, the school will accommodate only 33 new students so it will have little traffic impacts. Significant landscaping is shown throughout the site. He then discussed the conditional use permit criteria to include the perimeter landscaping and six foot tall fencing. The project meets and exceeds all performance standards and will result in only a limited increase in traffic. The project also provides a better flow for school buses, and includes pedestrian improvements such as crosswalks. The Comprehensive Plan supports quality schools and notes that schools are primary focal points in the center of the community. The plan also supports building the school up and not out. Building up also allows retention of the athletic fields. Concerning the height exception, a taller building allows more learning space, open space, and parking. Other parts of the building are below the height limit and outright permitted. The tallest portions of the building are near Main Street and abut commercial properties. The high points will include the theatre loft and the HVAC equipment screens on the roof. The overall proposal makes a better use of the school parcel. They received five comments from 2018 that address traffic and parking, but these issues are addressed by the increased number of parking spaces and the small increase in students. Other letters expressed concern about Elhi Hill. However, that school is completed and in operation. They will provide heavy landscape screening of the surface area, and staff recommends additional landscaping at the east entrance to the service area. The district is currently evaluating more landscaping. The trash receptacles will be enclosed. The architecture includes brick on the bottom of the buildings. Concerning the Development Agreement, Mr. Waller testified that the intent is to provide flexibility, especially for the phasing and to allow for financing. The applicant will construct Phase 1 first and then Phase 2 following acquisition of funding. The DA will also address the height exception. He finds that the request for DA approval meets all criteria set forth in the SMC. The DA provides certainty and flexibility, and some areas will be updated to include landscaping and lighting. The request meets all code requirements and staff recommends that the Hearing Examiner recommend approval to the City Council. The Council is considering a Comprehensive Plan update at present for the school area. The portables will be removed during Phase 1 as they are currently on a parking lot. The one portable that will remain is used as the athletic director's office. Concerning the differences between now and 2018, the applicant now proposes to remove the entire high school building. District experts found that it would be challenging to add onto the existing building. Removal will also allow a shift of the building to the east. They will improve the ingress and egress points into the school.

MARY URBACK, attorney at law representing the applicant, appeared and testified that the applicant is providing a large commitment for educational achievement and recreation and a substantial resource for the community. The high school was first constructed on the site in 1901. She then introduced her expert witnesses and testified that they had done a thorough and careful job. She then introduced exhibits into the record. She agrees with all conditions of approval proposed by staff. The Examiner will make a recommendation regarding the DA to the City Council, but does need to make findings of fact and conclusions of law. The DA is consistent with City requirements, provides certainty for the development plan, and addresses bonding. A CUP does not vest the project, but the DA

does. The DA will provide the City certainty and will implement the Comprehensive Plan. The school will serve as a bridge between the Town Center and the East Main corridor. Only the performance center loft exceeds the 50 foot height limit. The other tall portions are mechanical features that are exempt from height limitations. The excess building height area will cover only 2.7 percent of the overall roof area. The district acted as lead agency and submitted a detailed, 47 page, environmental checklist. They received only two comments, one from DOE and one from the City. The MDNS recommends 33 mitigating measures that are included in conditions of approval. The applicant also prepared an addendum to the MDNS that was issued April 27, 2021, and has no appeal period. SEPA review is therefore finally completed. She then referred to page 11 of the Staff Report and noted that DOE concerns are addressed in the MDNS. Exhibit W is a site map. They found an underground storage tank, but testing showed no contaminants. However, the district did not submit the results to DOE, which is the reason for their comment. In 2018 they obtained a No Further Action letter from DOE. Public engagement with the community began in 2018. The original idea was to construct one new building and remodel the existing school building. They went out to bid in October, 2018, and received only one bidder and his bid was higher than the amount of the bond. The School Board then elected to pursue a new evaluation of the project. As a result, the applicant acquired 11 residential parcels, nine on Mason Street and two on Washington Street over a three month period. The district also formed a task force that looked at what was approved and what could be done. They issued a report and recommendation that went to the general public in May and June. They then made an initial recommendation to the Board in 2019. They moved toward a master plan to unify the physical education and scholastic areas of the campus. The Board unanimously approved the master plan. The Board then conducted more public outreach to assess the bonds and the master plans. They reconfirmed the master plan and bond to fund Phase 2. Phase 1 is already funded. However, the bond for Phase 2 was not successful. The DA will provide certainty for bonding requests in the future. The Examiner's previous Decision was issued in 2018 and authorized the Elhi Hill School that is now completed as part of the previous Decision. The Elhi Hill parking lot is also completed and is awaiting final inspection from the City. They worked with neighboring property owners and their issues are now moot. They calculated the total number of parking spaces. The school bus entrance was relocated to Main Street as part of the 2018 approval.

MATT GUILANIANS appeared and testified that he is the project manager and introduced his CV as Exhibit 2. They considered many different layouts, but wanted a cohesive campus within integrated buildings. They designed the footprints to provide parking spaces and classrooms. They also organized the building to include a nice, north-south corridor. They improved the circulation. The classroom buildings are to the west, the administrative portion in the center, and the athletics to the east. Football parking is next to the stadium. Phase 1 will consist of a three story structure, but steps down to one story at the outer edge. The new building will connect to the existing school with a covered walkway. The buses will enter onto Mason Street and exit up to Washington Street. The special ed students will continue to be dropped off at the present location on Main. The Main Street portion of the building will not provide much vision into the structure as they

want to keep a residential appearance and provide landscaping. The fire access will occur from Main Street. Improvements will include crosswalks and bump outs. In Phase 1 no demolition will occur except for the removal of the portables. In Phase 2 they will construct the west building, the greenhouse, and animal veterinarian building. When the west building is occupied they will demolish the existing school and build the east building. The multi-use field is in the area of the baseball field and will include soccer and basketball as well as tennis courts. The entire area will be inviting to the community. They will utilize shielded lighting for the football field. They will install fencing and landscaping along the alley between Mason and Washington to provide screening for the apartments. They will exceed the required parking demand with 688 plus spaces. The football parking area will have numerous accesses to Main, the alley, and Valley Avenue. They will improve all intersections to ADA standards including lighting and crosswalks. Stormwater will meet City requirements. Exhibit J shows the modulation of the building and the mechanical structures at the center of the building. They are exempt from height requirements. Modulation is in and out and the buildings will not be monolithic. The library and kitchen area will be 35 feet in height, the academic buildings 46 feet, and Building 2 between 35 and 45 feet. They looked at gables and an A framed roof, but believe that such architecture would look like a barracks due to the size of the roof. They need the additional height to accommodate the athletic fields. The existing performance arts building is left at 56 feet. The project is consistent with the newly proposed Comprehensive Plan regarding compact design which generates less stormwater runoff and a better HVAC system. About one-quarter of the buildings will extend more than 35 feet in height, but will not exceed 50 feet. They performed a shadow analysis and noted that winter provides the most severe case. During the winter the shadow of the buildings gets to the north side of Mason, but not onto adjoining properties. They are mindful of community issues and will not reduce the number of parking spaces during construction. They will honor the hours of construction and provide appropriate truck routes. He will be onsite personally to address any problems.

Upon questioning by MS. URBACH, MR. GUILANIAN testified that crosswalks will be installed on Wood, Mason, and other streets. The contractor will be bound to the construction plan, but they will consult with the City if they need changes. Said requirements are identified as mitigating measures.

CHRIS FOTE, electrical engineer, appeared and addressed the outdoor lighting system to include the athletic facilities. The new lighting system when compared with the existing system will provide greater safety and security and reduce impacts on neighbors. Page 6 of Exhibit G shows the existing lighting that is dominated by the athletic field facilities and the parking lots. He then presented his report to include its light readings and the type of luminaries that will be cut-off to eliminate light spill-over. They will install lights on poles at the proper height and with minimum wattage bulbs. They will utilize 11 new poles on the sports field, 60 to 80 feet in height that will allow extensive, external shielding. These luminaries are used at competitive high school games and also for private recreation. They will use the most advanced lighting on the market, which will minimize the scattering of light by shielding and directing the light. Multiple fields have utilized these lights and they have

worked well. They looked at lighting impacts at individual property lines and will utilize larger visors for luminaries directed at a property line. They will need to add ball tracking lighting which are mounted on the poles and pointed directly into the air. They will reduce the lighting at the stadium by approximately 40 percent and will use the existing poles. They will also do a post construction evaluation and will perform any corrections necessary. He sees no significant adverse impacts.

SCOTT WALLER appeared and read JASON WISWELL comments into the record.

KRISTEN WALLACE, Rambo Consultants, appeared and testified regarding the noise evaluation of the master plan that included the school buses and the farm animal project. They also looked at the public address system, the athletic fields in general, and whistles. She then compared noise generated by the site to the noise limits, and also identified the location of the noise meters. They considered the athletic facility, spectator noise, the PA system, on fixed poles pointing towards spectators, and whistles. She found that all noise generators will meet code requirements. Mitigating measures include no music played by the PA, as she does not want continuous noise. She was engaged by the district to also conduct post construction measurements. She will do so for students noise and generators that will be in operation during Phase 2. She will also evaluate the pool condensers, and the public address system when in operation. She will provide the report to the City.

MS. URBACH then reappeared and introduced her brief as Exhibit EE. SEPA review identified no detrimental impacts and all significant impacts are mitigated. The district imposed mitigation upon itself that was likely not necessary. This school will be a model for students and residents. She then reviewed conditions and noted Exhibit 10 requires a lighting control system. Events will close by 10:00 p.m. and lighting will be reduced for 30 minutes for staff clean-up. The school project embodies all applicable Comprehensive Plan policies. The design of the project should be approved along with the DA.

No one spoke further in this matter and so the Examiner took the request under advisement and the hearing was concluded at 11:15 a.m.

NOTE: A complete record of this hearing is available in the office of the City of Sumner Community Development Department.

FINDINGS, CONCLUSIONS, AND RECOMMENDATION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, previously viewed the property, heard testimony, and taken this matter under advisement.

2. NOTICE:

The proposed conditional use permit is classified as a Type V decision in accordance with Sumner Municipal Code (SMC) 18.56.030(H).

a. Notice of Application

The Notice of Application was posted on site, posted at Sumner City Hall, mailed to all property owners within 500 feet, posted on Sumner's website and published in the official city newspaper, the Courier Harold on April 2, 2021 in accordance with SMC 18.56.075 and 18.56.110(B).

a. Notice of Public Hearing

The Notice of Public Hearing was posted on site, posted at Sumner City Hall, mailed to property owners within 500 feet, posted on Sumner's website and published in the official city newspaper, the Courier Harold on April 2, 2021 in accordance with SMC 18.56.075 and 18.56.110(B).

3. The Sumner-Bonney Lake School District (District) proposes to rebuild much of its Sumner High School campus in two phases. The school is located in the downtown area of the City of Sumner, north of Main Street, west of Valley Avenue East, west of Wood Avenue, and south of Mason Street. The District or its predecessor initially constructed a school on a portion of the present campus site in 1911, and the site has continually supported a school since then. The District has remodeled and expanded the school over the years, and now proposes to essentially construct a new, modernized campus. Upon complete build-out, the school will include 334,614 square feet of building space. A theatre fly loft and mechanical screening structures will extend to a height of approximately 60 feet. Such height exceeds the maximum height limit of 50 feet in the applicable Low Density Residential (LDR), Medium Density Residential (MDR), and Central Business District (CBD) zone classifications. However, the equipment structures are exempt from the height restriction.
4. Phase 1 will include construction of a three story, 85,761 square foot, education building. Phase 2 will include demolition of the existing school building and construction of a three story, 89,491 square foot, west building; 21,000 square foot greenhouse; 15,000 square foot, animal science facility; two story, 159,362 square foot, east building; and improvements to the sports facilities. Upon completion of construction the site will provide 688, onsite, parking stalls, landscaping, walkways, stormwater management facilities, and frontage improvements. The improvements will accommodate a total student enrollment of 1,830; 33 more than the highest, currently authorized student population of 1,797.
5. Reconstruction of the school on the existing site is a permitted use within the three zone classifications that cover the site (LDR, MDR, and CBD), but requires acquisition of a conditional use permit (CUP). A CUP does not vest a project for consideration under the Comprehensive Plan, development regulations, and other development ordinances in effect at the time of submitting a completed CUP application. Since the District will need years to complete the project as it is

dependent on voter funding, until the District can submit applications for building permits, the project is subject to amendments to both the Comprehensive Plan and the Sumner Municipal Code (SMC). Therefore, the District requests that the Sumner City Council enter into a Development Agreement (DA) that will vest the project upon execution, thereby providing the District the ability to construct the school in accordance with present regulations. Such will also provide the City assurance that the District will construct the project in accordance with the approved site plan and conditions of CUP approval.

6. RCW Section 36.70B.170-36.70B.210 authorize the City to enter into a DA for a land use project. The City Council adopted through its police power authority a DA option for owners of real property, as codified in Sections 18.20.010-18.20.050 SMC. In the present case the District proposes a DA to govern the improvement of its school site.
7. The Examiner previously approved a CUP that included a special height exception on June 7, 2018. Said CUP authorized modernization and expansion of the Sumner High School campus and a change of use to relocate the Ehli Hill program to a new site on Meeker Avenue. However, following an unsuccessful bidding process, the School Board in consultation with its experts decided to develop a master plan for the entire high school site. The proposed plan will essentially reconstruct Sumner High School in phases over a period of years as shown on Exhibit 2 to the Staff Report.
8. The District has prepared a DA that it now proposes to the City. Staff has reviewed the DA and its Exhibits and recommends approval. Pages 6-8 of the proposed DA set forth the phases of construction as depicted on Exhibits 1-14 to the agreement.
9. According to Section 3.1 DA, the entire project will vest at the effective date of the DA and the vesting will continue throughout its term. In accordance with SMC 18.20.050(C)(1), the City Council may approve a DA for a maximum term of 20 years. In Section 14.1 DA, the District requests a term of ten years, subject to extension by a "FORCE MAJEURE EVENT". Furthermore, Section 14.2 DA authorizes the Council to extend the term for a maximum period of 20 years.
10. Chapter 4 DA sets forth "ZONING/LOT PERFORMANCE STANDARDS". Said section provides that all buildings will meet a required frontage setback of not less than 25 feet with the exception of the greenhouse that will encroach approximately five feet into the 25 foot front yard setback. Any storage sheds, concession stands, restrooms, or other accessory structures associated with the multi-use, athletic field may encroach into the entire structural setback (to the property line). Setback requirements will not apply to the multi-use field itself or the tennis courts as depicted on the master plan site plan (Exhibit 2). In addition, approval of the DA will include the City Council's consent to the varying heights of structures to include the maximum height of 60 feet for the performing arts center and mechanical equipment

facilities on the roof. Fencing will exceed fence height requirements in the area of the multi-use field and tennis courts as set forth in Section 4.5 DA.

11. Chapter 8.5 DA requires the City Council upon application by the District to deed areas currently owned by the City to the District. These areas include the Washington Street alley; Mason Street alley (Section 8.5.1); triangular strips of the Main Street right-of-way not opened for public right-of-way transportation purposes and are currently maintained by the District (Section 8.5.2); and dedication or a quit claim deed for potentially City owned property that is on the District's property (Section 8.5.5). Said chapter also requires the District to dedicate properties along Mason Street to the City (Section 8.5.4). Finally, Section 8.5.3 DA provides that the City will receive no compensation for right-of-way vacations.
12. The DA and Exhibits attached thereto address various project components to include landscaping, signage, street lighting, City rights-of-way and improvements (sidewalks, crosswalks, bulb outs, driveway approaches), stormwater system, water system, fire flow, sanitary sewer system, electrical service and natural gas services.
13. Section 18.20.040 SMC sets forth the process and procedure for DAs. For DAs addressing projects with associated permits, Subsection (B)(1) provides as follows:

If the final decision on the underlying project permit application is made by the hearing examiner, then the hearing examiner shall consider both the project permit application and the proposed development agreement together during the public hearing. The hearing examiner shall make a recommendation to the council on the development agreement and his/her decision on the underlying project permit application shall be held in abeyance until the city council considers the proposed development agreement in a public hearing. If the city council approves the development agreement, the council shall, by ordinance or resolution, authorize the mayor to execute the development agreement on behalf of the city. At this point the hearing examiner may then issue his/her final decision on the underlying project permit application....

In accordance with SMC 18.20.040 the Examiner is issuing the present recommendation to the City Council. If the Council approves the DA, the Examiner will then proceed to issue a final decision on the underlying project permit (the CUP).

14. Prior to approving a DA the City Council must determine whether the contents thereof satisfy the requirements set forth in SMC 18.20.020(F). Findings on each requirement are hereby made as follows:

- A. The DA sets forth project components that define and detail the school reconstruction as well as all existing and proposed building sizes. The project details are well-beyond a conceptual level and show all building elevations and renderings.
- B. The DA addresses the amount and payment of impact fees in Sections 3.2 and 3.4. Said sections also provide a list of applicable SMC sections to which the project will vest upon execution. The project is not vested to building codes, fire codes, and other construction codes including fees associated therewith. The requirements of said codes and fee amounts will be determined at the date of submittal of a complete building permit application. However, said section exempts the District from design review if permit applications are consistent with the master plan. The project will also be subject to the imposition of new regulations that address a serious threat to public health and safety. The DA in Section 3.4.1 vests the District for a period of five years to the fee schedule for utility system development charges. Due to the limited increase in the number of new students that the school will accommodate together with the elimination of the traffic generated by 11 single-family residential parcels along Wood Avenue and Mason Street that the District acquired, for traffic impact fee purposes the project will actually decrease traffic. Any traffic impact fees owed will be determined at the building permit process. In calculating the park impact fee, the District will receive a credit for the actual cost of constructed athletic facilities in accordance with DA 3.4.3.
- C. The District served as the lead agency for review pursuant to the State Environmental Policy Act (SEPA). The District responsible official issued a threshold Mitigated Determination of Nonsignificance (MDNS) that contains 34 mitigating measures that will be included as conditions of CUP approval. The lead agency considered a significant, 47 page, environmental checklist prepared by Matthew Guilanians of Hainline and Associates, the project manager. No appeals of the threshold determination were received and therefore the SEPA process is final. In addition to SEPA mitigating measures, the applicant must comply with all applicable City, State, and Federal requirements.
- D. The District has provided design standards that include architectural treatment, height considerations, setbacks, landscaping, stormwater drainage, water quality requirements, and other development features. The District has submitted a building setback modulation plan, landscape plans, lighting report for various areas of the campus to include the athletic facilities, noise study, transportation technological report, building height analysis, color renderings, shadow analysis study, and plans for the various buildings.

- E. The project makes no provision for affordable housing. Such requirement is not applicable as no residential uses are proposed for the site.
- F. The overall site plan provides significant athletic facilities both inside and outside and preserves significant, common, open space as shown on the master plan.
- G. As previously found the District proposes to construct the project in phases, which are set forth in the phasing plan shown on Exhibit 2 to the DA.
- H. As previously set forth the applicant has provided a vesting period for applicable standards as well as a build-out time of ten years.
- I. The DA sets forth the number of additional agreements as set forth above.

The proposed DA satisfies all contents of a Development Agreement as required by SMC 18.20.020(F).

- 15. Section 18.20.020(A) SMC requires consistency of a DA with applicable policies and goals of the City of Sumner Comprehensive Plan. Staff has set forth applicable plan sections and policies related to the DA on pages 3-6 of the Staff Report. Numerous vision and value statements and Comprehensive Plan policies support the proposed master plan and modernizing the Sumner High School. The Comprehensive Plan provides that "Our public school system is at the center of our community. It is a source of pride and provides identity for our City..." Policy 1.10 encourages support of the District in its efforts to provide the best education for all students. Policy 1.10.1 encourages coordination and communication with the District to include school facility location, activities, and school involvement in the community.
- 16. Specific concerns raised by residents to include the impact of the aesthetics of the service entrance along Mason Street have either been addressed or will be addressed as part of the CUP. Additional buffering and screening is proposed on the north property line in the area of the service yard entrance.
- 17. The Comprehensive Plan designates a majority of the site as Public/Private Utilities and Facilities (PPUF). Allowable uses include schools. However, the recently approved Elhi Hill program is located in the Central Business District and Low Density Residential 3 designations. Furthermore, the expanded parking lot at Wood Avenue is located in the Medium Density Residential designation. The City Council is currently considering a Comprehensive Plan amendment to change the designation of said parcels to PPUF. However, even under current designations, educational facilities are contemplated as secondary uses. The entire master plan is consistent with the City's Comprehensive Plan designations. The Examiner has reviewed staff's analysis of the Comprehensive Plan policies, agrees therewith, and

incorporates said evaluation as his own as if set forth in full.

18. Section 18.20.020(E) SMC provides in part:

- E. Standards not affected. A Development Agreement cannot authorize deviations from the...maximum structural height allowed in the underlying zoning district unless approved by a majority plus one of the whole council after a public hearing on the agreement.

In the present case the District requests authorization of a height extension to 60 feet for the performing arts center fly loft. Section 4.4 DA reads:

- 4.4 Height Standards. The City approves and consents to the varying heights associated with the Phase 1 Building, Phase 2 West Building, and Phase 2 East Building in excess of 30' to a maximum height of 60' relating to the Performing Arts Center, as described on the Building Height Analysis, dated February 1, 2021, and attached hereto as Exhibit 4.

Thus, the City Council is asked to approve extended heights of the school building. The District has also included a height exception request along with the CUP request for consideration. In the present case the height increases are necessary to prevent a sprawled out campus that would create difficulty in student movement, emergency response, and preservation of athletic fields and open spaces. The buildings reduce in height along exterior property lines, especially those abutting single-family residential homes. Such lessens the impact thereon. The increased height benefits the public welfare and will not injure property or improvements in the vicinity.

CONCLUSIONS:

1. The Hearing Examiner has jurisdiction to consider and make recommendations on the issues presented by this request.
2. The proposed DA is consistent with applicable policies and goals of the City of Sumner Comprehensive Plan.
3. The DA is consistent with applicable City development regulations and sets forth a reasonable term for approval of project permits based upon the size and extent of the project and the District's means of funding the project. The Development Agreement reflects deviations in the height of buildings as well as setbacks for various structures. The request for deviations satisfies the criteria set forth in SMC 18.20.020(C) as approval will provide the flexibility necessary to provide public benefits and respond to changing community needs. Furthermore, the deviations will preserve and enhance the existing downtown character which includes the

athletic facilities, and will allow a new, agricultural, education program. The deviations will allow more and better public amenities to include athletic facilities, plazas, and pedestrian connections. The deviations likewise result in a superior design solution that provides a compact campus and allows meaningful space for amenities to include the athletic facilities. The deviations are consistent with the public health, safety, convenience, and general welfare.

RECOMMENDATION:

It is hereby recommended that the Sumner City Council enter into the proposed Development Agreement with the Sumner-Bonney Lake School District No. 320, a Washington Municipal Corporation that will include all Exhibits attached thereto.

RECOMMENDED this 13th day of May, 2021.



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

TRANSMITTED this 13th day of May, 2021, to the following:

APPLICANT: Sumner-Bonney Lake School District
1202 Wood Avenue
Sumner, WA 98390

PROJECT Hainline
REPRESENTATIVE: Attn: Matt Guilanians
411 First Ave South Suite 210
Seattle, WA 98104

OTHERS:

Pam Pfaltz
20409-124th Street Court East
Bonney Lake, WA 98391

Nicholas Paradis
1431 Mason Street
Sumner, WA 98390

CITY OF SUMNER

RECONSIDERATION AND APPEAL NOTICE

Reconsideration and Appeal Rights are set forth in Chapter 18.56 of the Sumner Municipal Code.

Recording Requested By;
After Recording Return to:
Mary J. Urback PLLC
12417 12th Street East
Edgewood, WA 98372

Document Title:	Sumner High School, Modernization and Expansion, a Phased Master Plan Project Development Agreement
Grantor:	City of Sumner, a Washington municipal corporation
Grantee:	Sumner-Bonney School District, a Washington municipal corporation
Abbreviated Legal Description:	Revised Parcel J, BLA Recorded Under Recording No. 9511090682, Lots 4-13, Block 1, Henton's Addition to the Town of Sumner, and Lots: 2, 3, 4 & 8 Block: 2 Baumbach and Sowders Addition to Sumner
Full Legal Description:	See Exhibit 1
Assessor's Tax Parcel Nos.:	0420244205, 445000010, 445000020, 4445000030, 4445000040, 4445000050, 4445000060, 4445000070, 4445000080, 4445000090, 4445000100, 4445000110, 2350000060, 2350000100, and 2350000110

SUMNER HIGH SCHOOL,
MODERNIZATION AND EXPANSION,
A PHASED MASTER PLAN PROJECT
DEVELOPMENT AGREEMENT

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**DEVELOPMENT AGREEMENT
SUMNER HIGH SCHOOL, MODERNIZATION AND EXPANSION,
A PHASED MASTER PLAN PROJECT**

This Development Agreement (“Development Agreement” or “Agreement”) regarding Sumner High School, Modernization and Expansion, as a Phased Master Plan Project, is made this _____ day of _____, 2021, by and between the **CITY OF SUMNER**, a Washington municipal corporation (“City”) and the **SUMNER-BONNEY LAKE SCHOOL DISTRICT NO. 320**, a Washington municipal corporation (“School District”). The City and the School District shall hereinafter from time to time be referred to herein as a “party” or collectively as the “parties” to this Agreement. The “Effective Date” of this Agreement shall be the date of the last party’s signature.

I. RECITALS

A. RCW 36.70B.170 through .210 authorizes a governmental entity, as a proper exercise of its police power, to enter into a development agreement with an individual or entity having ownership or control of real property within its jurisdiction.

B. The City has codified this police power authority under Sumner Municipal Code (“SMC”) 18.20.010 through .050.

C. A development agreement provides mutual benefits to an owner of real property and to the governmental entity. It is intended to provide the owner of real property with assurances that existing regulations in effect as of the effective date of a development agreement and as subject to and as set forth under the terms and conditions of a development agreement will govern a proposed project and vest the development of the project, consistent with applicable law, with its uses and with such appropriate mitigation to address any impacts from the proposal to provide a public benefit to the community and certainty to the owner to appropriately plan for the project and its necessary future capital funding.

D. The School District is the owner of approximately 29.49 acres of property in the City, legally described on ***Exhibit 1***, consisting of the following parcels (collectively, the “***School District Property***” or “***School Site***”):

D.1 1707 Main Street which houses the existing Sumner High School campus;

D.2 1101 and 1111 Wood Avenue and 1412 through 1506 Mason Street which abut the westerly and northerly boundaries of Sumner High School; and

D.3 1518 Main Street and 914 and 908 Meeker Avenue which house the existing Elhi Hill Program and adjacent parking lot known as the Elhi Hill/Meeker Avenue Parking Lot.

E. On June 7, 2018, following a public hearing and completion of the State Environmental Policy Act (“SEPA”) review process, the City’s Hearing Examiner approved, and the School District was issued, a Conditional Use Permit with a Special Height Exception (CUP PLN-2018-0015) associated with the proposed modernization and expansion of the existing Sumner High School campus together with certain abutting parcels on Wood Avenue and Mason Street and the approval of a change of use to house the Elhi Hill Program and construction of the adjacent parking lot.

F. The School District thereafter publicly bid the project and received only one bid under the proposed CUP PLN-2018-0015 which bid substantially exceeded the budget for the proposed modernization and expansion of Sumner High School.

G. Thereafter, the School District conducted a review, study and evaluation of the proposal through a public engagement process which included convening a Construction Review Task Force in a series of Task Force meetings and additional public meetings which culminated in a Report and Recommendation by the Superintendent to the School District Board of Directors to modernize and expand Sumner High School, through a complete replacement of Sumner High School under a phased master plan project, in light of the acquisition of the abutting parcels on Wood Avenue and Mason Street and the Elhi Hill/Meeker Avenue Parking Lot (the “SHS Master Plan” or “SHS Master Plan Project”). The School District also convened a Facilities Steering Committee for bond planning, which committee concurred with the work of the School District.

H. On February 23, 2021, in accordance with the approval of the School District Board of Directors, the School District applied to the City for a Major Amendment with a Special Height Exception to CUP PLN-2018-0015 to replace Sumner High School in phases under a SHS Master Plan Project, as more particularly described under this Agreement. The Major Amendment to the CUP was assigned Permit No. CUP PLN-2021-0012. Review under the State Environmental Policy Act was completed and a public hearing on CUP PLN-2021-0012 was held on April 29, 2021.

I. The City and the School District recognize and acknowledge the public amenities and enhancements to the community proposed through the SHS Master Plan Project which include: (i) consistency with long-range planning and development in the urban core of the City, (ii) long-range planning for additional student capacity, educational enhancements, programs, and systems; (iii) architectural elements of the Master Plan Project to link the Town Center and East Main Corridors, (iv) enhanced resources to expand community resources, facilities, and events, performing arts, and activities, and (v) new, state-of-the art athletic facilities.

J. In consideration of the foregoing, the City and the School District desire to identify and memorialize by this Agreement the public benefits to be derived from and the terms and conditions that shall apply to and govern the School District’s Master Plan Project under this Development Agreement.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions herein, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing Recitals are incorporated herein as a substantive, contractual part of this Agreement.

2. SUMNER HIGH SCHOOL MASTER PLAN PROJECT

2.1 Existing Approvals. The parties acknowledge and recognize that the School District has proceeded to obtain and has obtained certain permits and approvals as authorized under CUP PLN-2018-0015 and by the City, including the improvements to 1518 Main Street to serve as the Elhi Hill Program, demolition of the residences on Wood Avenue and Mason Street, construction of the Elhi Hill/Meeker Avenue Parking Lot, and extension of the term of CUP-PLN-2018. All of these approvals are incorporated by reference under and are a part of the SHS Master Plan Project as described below.

2.2 Master Plan Project. The School District shall have the right to develop the School District Property to modernize and expand the School Property in phases under a Master Plan Project, under the Applicable Law, as defined under Section 3.2, and the terms and conditions of this Development Agreement, to house 1830 students and 150 staff in three main structures, totaling 334,614 square feet, together with athletic facilities. The Sunset Chevrolet Stadium will remain in its current location and condition; provided, however, the SHS Master Plan Project includes replacement and upgrading of the field lighting. The Master Plan Project is proposed to be built in two phases under the SHS Master Plan generally consistent with the description under this Development Agreement and as depicted on those certain ***Exhibits 1 through 14*** attached hereto and incorporated herein by this reference. The SHS Master Plan Project will generally consist of the following elements as illustratively depicted on ***Exhibit 2*** (the “***SHS Master Plan Site Plan***”, dated February 1, 2021):

2.2.1 Phase 1.

Phase 1 will be a three-story, single structure (the “Phase 1 Building”) containing approximately 85,761 sq. ft., but in no event shall exceed 86,000 sq. ft. The Phase 1 Building will implement the School District 2016 Capital Bond goals and consists of a three-story structure with 18 classrooms, a Commons/cafeteria with outdoor courtyard, library, kitchen, secured vestibule, technology upgrades, administrative and support services, service yard with trash enclosures, walled emergency generator, loading dock, and central mechanical rooms. The Phase 1 Building will be located in the grassed area west of the existing parking lot known as the “West Parking Lot” and extend northerly to Mason Street. Phase 1 will be

connected to the existing High School building via a temporary walkway to be centrally located within the existing “West Parking Lot”.

During construction of Phase 1, the School District shall maintain a total minimum parking count of 400 stalls. The school bus load and unload area will be re-located from Main Street to Mason Street along the School District-owned properties. School busses will exit from Mason Street to Washington Street through the existing alley (to be vacated by the City, as described more particularly below under Section 8.5) abutting the existing area known as the “North Parking Lot”. As part of Phase 1, the special education busses will continue to load and unload in the “West Parking Lot”. Within ninety (90) days of occupancy of the Phase 1 Building, all portables on the Project Site (in the area known as the existing “North Parking Lot”) will be removed and 590 parking stalls will be available for on-site parking. No structures will be demolished in Phase 1.

2.2.2 Phase 2. Phase 2 will consist of two structures identified as the “Phase 2 West Building” and the “Phase 2 East Building” together with a new Multi-Use Field, eight (8) tennis courts, and a pool (subject to review by a future Facilities Steering Committee to be convened by the School District as part of future bond planning).

The Phase 2 West Building is designed as a three-story structure, housing 42 classrooms, day care, career and technical education (CTE) with an associated 2,100 sq. ft. greenhouse and a 1,500 sq. ft. animal sciences building for the temporary housing of animals with a covered pen area. The Phase 2 West Building will be connected to the Phase 1 Building on all levels through an east-west, clerestory-enclosed corridor. Upon occupancy of the Phase 2 West Building, the special education busses will load and unload along the Phase 2 West Building and will exit onto Wood Avenue.

The Phase 2 East Building is designed as a one-story and two-story combined structure consisting of administration and student services, faculty lounge, visual arts, music, choir, and band, performing arts, main and auxiliary gymnasiums, locker rooms and a pool (subject to review by a future Facilities Steering Committee to be convened by the School District as part of planning for a future capital bond). The Phase 2 East Building has a shared wall with the eastern face of the Phase 1 Building.

The Multi-Use Field, to be located on Washington Avenue, will be a lit, synthetic turfed field with associated storage buildings, concessions and restrooms, and spectator seating to accommodate baseball, softball, fast pitch, soccer, lacrosse, and other athletic and recreational activities to serve students and the community. The Multi-Use Field will be lighted with a state-of-the art, technologically advanced and shielded, LED lighting system equipped with external, extended visors, where appropriate, on eleven (11) 60’, 70’, and 80’ poles and equipped with ball tracking, shielded lighting mounted at 15’ to provide visibility of the ball to ensure the safety of the players on the field.

Eight (8) lighted tennis courts with associated spectator seating are planned adjacent to the Multi-Use Field at the intersection of Washington Street and Valley Avenue.

The tennis courts will be lit with a state-of-the art, technologically advanced and shielded, full-cut off LED lighting system equipped on six (6) 50' poles.

The existing lighting system at Sunset Chevrolet Stadium will be replaced with a state-of-the art, technologically advanced and shielded, LED lighting system on the existing poles and mounted with ball tracking, shielded lighting at 15' to provide visual tracking of the ball to ensure the safety of the players on the field.

As part of the Phase 2 construction, and prior to completion, not less than 688 parking stalls will be constructed in three lots identified on the Master Site Plan as: the "Wood Avenue Parking Lot", the "Main Parking Lot" and the existing "Elhi Hill"/"Meeker Avenue Parking Lot".

2.3 Construction Sequencing Plan.

2.3.1 The School District has prepared and agrees to substantially comply with the ***Construction Sequencing Plan***, dated February 1, 2021, set forth under ***Exhibit 3***, which describes, in detail, the construction activities and project elements corresponding to a subphase of either Phase 1 or Phase 2. Each subphase of the Construction Sequencing Plan includes: (i) a description of the specific construction activities, (ii) the location of construction staging areas, (iii) the location of construction staging access locations, (iv) parking availability, (v) description of the project element to be completed, (vi) demolition activity, and (vii) conceptual timeline of each subphase.

2.3.2 The City acknowledges and recognizes that construction practices, methods, and means and timelines may require revisions, modifications, and alterations to the Construction Sequencing Plan which shall be deemed authorized under this Agreement without the prior consent of the City; provided, however, except in the event of an extraordinary or emergency situation, the School District shall provide advance written notice to the City as appropriate under the circumstance of such revision, modification or alteration to the Construction Sequencing Plan.

3. VESTING AND APPLICABLE LAW

3.1 Vesting Date. In accordance with the authority granted to the City Council under RCW Ch. 36.70B and SMC 18.20.010 and .020, the SHS Master Plan Project shall vest to the Effective Date of this Development Agreement (the "Vesting Date"), as described more particularly below under Section 14.1 and such vesting shall extend throughout the Term of this Agreement, subject to the reservation of the authority of the City set forth under Section 3.2.4 below.

3.2 Applicable Law.

3.2.1 Except as otherwise expressly set forth under this Development Agreement, the codes, rules, regulations, officially adopted policies, standards and

specifications applicable to development under the SHS Master Plan Project shall be those in effect on the Vesting Date (the Effective Date of this Development Agreement) and shall constitute the “Applicable Law” under this Development Agreement. The Applicable Law under this Agreement includes: SMC Ch. 8.14, Ch. 12.02 and the City of Sumner Development Specifications and Standard Details (October 2016), Ch. 12.20, Ch. 12.24, Ch. 12.30, Ch. 12.36, Ch. 12.38, Ch. 12.42, Ch. 12.80, Ch. 13.20, Ch. 13.28, Ch. 13.30, Ch. 13.32, Ch. 13.36, Ch. 13.48 Ch.15.34, Title 16, Ch. 18.02, Ch. 18.04, Ch.18.12, Ch. 18.20, Ch. 18.32, Ch. 18.44, Ch. 18.48, Ch. 18.50, Ch. 18.54, Ch. 18.56, and the City of Sumner Comprehensive Plan, including the Comprehensive Plan Land Use Designation of Public-Private Utilities and Facilities on the School Site.

3.2.2 Development under the SHS Master Plan Project shall be subject to and conform to the then most current version of the International Building Code, International Fire Code, and other building construction codes, such as the Seismic Code, including any fees associated thereunder, in effect at the time of the School District’s submittal of a complete building permit application.

3.2.3 Design Review shall not be required for any development by the School District during the Term of this Development Agreement as generally consistent with the SHS Master Plan Project and the SHS Master Plan Site Plan.

3.2.4 Pursuant to RCW 36.70B.170(4), as now or hereinafter amended, the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

3.3 Project Approval.

3.3.1 Without limiting the foregoing description under Section 3.2, the following terms and conditions shall also constitute the “Applicable Law” associated with and upon which the School District shall have the right under this Development Agreement to develop the SHS Master Plan Project on the School Property:

3.3.1(i) the terms and conditions of this Development Agreement;

3.3.1(ii) the Mitigated Determination of Non-Significance under SEPA, RCW Ch. 43.21C of the SHS Master Plan Project issued by the School District on April 9, 2021; and

3.3.1(iii) the terms and conditions of approval of the SHS Master Plan Project under CUP PLN-2021-0012 issued by the City Hearing Examiner by Decision, dated _____, 2021, and which approval and CUP shall be deemed extended concurrent with the Term of this Development.

3.3.2 The City has acknowledged that the School District has authority under SEPA and its implementing regulations (WAC Ch. 197-11) to act as “Lead Agency” for SEPA

review and process. In that regard, the School District of Directors has adopted Policies and Procedures consistent with SEPA. The City consented to the School District's assumption as Lead Agency in conjunction with CUP PLN 2018-0015 and CUP PLN-2021-0012. The School District prepared an Expanded Environmental Checklist and published and posted the Checklist on about February 23, 2021. On April 9, 2021, the School District issued a Mitigated Determination of Non-Significance ("MDNS") with mitigating conditions associated with the SHS Master Plan Project and no appeal was filed. The School District shall comply with all of the conditions under the MDNS. To the extent that any further SEPA review or process is necessary in conjunction with the SHS Master Plan Project during the Term of this Development Agreement, the City acknowledges that the School District has continuing authority to act as Lead Agency, and the City consents to the School District's review and processing of any additional SEPA review required during the Term of this Development Agreement.

3.4 Fees, Charges, and Credits.

3.4.1 Utility System Development Charges. The School District is vested for a period of five (5) years from the Effective Date of this Development Agreement to the fee schedule in place as of the Effective Date used to compute any and all utility system development charges, such other system-wide utility development charges or such replacement charges, applicable to sewer, water, or stormwater except as may be increased by the annual increase in the Seattle Construction Cost Index (SCCI) as set forth under the Sumner Municipal Code.

3.4.2 Traffic Impact Fees and Credits. The School District has submitted a trip generation study as part of the Transportation Technical Report, dated February 10, 2021, prepared by Heffron Transportation (the "Traffic Study"), to demonstrate that the Master Plan Project will not be subject to traffic impacts fees due to the School District being entitled to a credit, as described below, which would offset the traffic impact fees otherwise due and owing. As documented in the School District's Traffic Study, the increase in PM peak hour trips generated by the proposed modernization and expansion under the Master Plan is expected to generate a net increase of 10 PM peak hour trips when compared to the existing High School trip generation. Because the Master Plan Project eliminated 11 single-family resident parcels along Wood Avenue and Mason Street which would have otherwise generated 11 PM peak hour trips, the SHS Master Plan Project results in a net decrease in PM peak hour traffic. Consistent with SMC Ch. 12.36, the School District's Traffic Study will be reviewed by the City to determine compliance with City Code, and whether the School District will be entitled to any applicable offsets or credits, properly demonstrated through said Study, against traffic impact fees due and owing, if any, at the time of issuance of a building permit associated with each Phase.

3.4.3 Park Impact Fees. To the extent the City's Park Impact Fee provisions under SMC Ch. 12.38 require payment of a park impact fee for "every development activity" in the City, the School District shall receive a credit for the actual cost of the constructed facilities against the fee that would be chargeable given the additional, new state-of-the art

athletic, recreational, and public event facilities proposed under the SHS Master Plan which will be available for community use in accordance with School District's Facilities Policy. These facilities include eight (8) lighted tennis courts, lighted Multi-Use Fields, a main and an auxiliary gymnasium, increased use of the Sunset Chevrolet field with improved lighting, an enhanced Performing Arts Center, and an expanded Commons Area for events.

3.4.4 Other Fees and Charges. As of the Effective Date, the School District Property is not subject to any latecomer agreements or charges, LID assessments, real property assessments, or such other similar assessments or fees.

3.4.5 Credits. The City acknowledges that the School District paid certain City fees relating to CUP PLN-2018-0015 although permits were not issued, and therefore, the School District is entitled to credit for such fees in the total sum of \$154,908.95 (representing a park impact fee, a fire mitigation fee, and a building permit fee) to offset those certain fees which will be due and owing associated with the SHS Master Plan Project.

4. ZONING/LOT PERFORMANCE STANDARDS

4.1 Land Use Designation and Zoning Classification. The SHS Master Plan Project shall be developed to such uses and designations on the Effective Date of this Development Agreement allowed under a Low Density Residential – 12 Zoning Classification and such uses as consistent with a land use designation of Public-Private Facilities and Utilities, including educational, civic, and community uses and such uses accessory thereto.

4.2 Setbacks. Except as set forth below, all building structures shall be setback from a frontage not less than twenty-five (25) feet.

4.2.1 The Greenhouse shall be allowed to encroach approximately five (5) feet into the 25 front yard setback.

4.2.2 Any storage sheds, concession stand, restrooms or other such accessory structures associated with the Multi-Use Field shall be allowed to encroach into an applicable setback.

4.2.3 Setback requirements shall not apply to the Multi-Use Field or the Tennis Courts as depicted on the SHS Master Plan Site Plan.

4.3 Lot Coverage. The City approves and consents to 19.11% Lot Coverage associated with the SHS Master Plan Project.

4.4 Height Standards. The City approves and consents to the varying heights associated with the Phase 1 Building, Phase 2 West Building, and Phase 2 East Building in excess of 30' to a maximum height of 60' relating to the Performing Arts Center, as described on the ***Building Height Analysis***, dated February 1, 2021, and attached hereto as ***Exhibit 4***.

The City acknowledges and recognizes that under SMC 18.32.020A the elevator and mechanical vents and enclosures are exempt from any height limitations.

4.5 Fence Heights. The City acknowledges and recognizes that SMC 18.12.080J(8) provides an exemption for fence heights associated with public facilities, including schools. Such facilities are allowed fence heights in accordance with the standards necessary and appropriate for such facilities. The City, therefore, approves and consents to the following fence heights in conjunction with the SHS Master Plan Project, provided, however, the School District shall have the right to alter, without the consent of the City upon written notice by the School District, the fence heights consistent with the requirements of SMC 18.12.080J(8):

4.5.1 Multi-Use Field. The Multi-Use Field will be enclosed by a 10' chain link fence with a 30' netting as measured from the ground level except in the area of the backstop which will include a 30' chain link back stop fence.

4.5.2 Tennis Courts. The tennis courts will be enclosed with a 10' chain link fence with a 30' netting as measured from the ground level.

4.6 Lot Combination. The School District shall submit a Lot Combination/Elimination to the City, combining all of the parcels which constitute the School Property, into one (1) single parcel of record, through elimination of lot boundary lines, in accordance with SMC 17.08. Such Lot Combination/Elimination shall be a condition of occupancy of the Phase 1 Building.

5. LANDSCAPING

Attached hereto as ***Exhibit 5*** is an illustrative plan of the ***Landscape Plan***, dated April 27, 2021, prepared by Weisman Design Group for the SHS Master Plan Project.

5.1 The School District shall install one (1) landscaped island for every 10 parking stalls.

5.2 The School District will install street trees 60' on center at the back of the sidewalk on Mason Street. As part of Phase 1, the School District will: (i) install such street trees from Wood Avenue to the westerly terminus of the existing tennis courts on the south side of Mason Street and (ii) install landscaping on the south side of the Phase 1 Building as shown on the Landscape Plan.

5.3 The School District will install street trees 60' on center at the back of the sidewalk on the north side of Main Street as part of Phase 2 and will install all other landscaping as part of Phase 2 generally consistent with the Landscape Plan.

5.4 The existing street trees on Wood Avenue, as of the Effective Date of this Development Agreement, shall remain except as supplemented by the Landscape Plan.

5.5 No landscaping will be required on Washington Street and Valley Avenue and such existing landscaping will be maintained to the extent consistent with the SHS Master Plan Project.

5.6 In the event such revisions to the landscape plan are necessary to comply with conditions imposed by the CUP, the School District shall submit such revisions to the City which revisions may be approved in the field or administratively but the School District shall not be required to submit a Minor or Major Amendment as defined under this Development Agreement.

6. SIGNAGE

6.1 The School District intends to install as part of the SHS Master Plan Project those certain monument, pole signs, graphics on a building, or electronic signs in the location as illustratively shown on the ***Signage Plan***, dated August 11, 2011, prepared by BLRB Architects, attached hereto as ***Exhibit 6*** and as generally consistent with the ***Signage Description***, dated August 11, 2021, prepared by BLRB Architects, attached hereto as ***Exhibit 7***.

6.2 The number, location, and type of signage as described on ***Exhibit 7*** and illustratively shown on ***Exhibit 6*** are hereby permissible subject to submittal by the School District of the required sign permit application and associated documentation to the City.

7. STREET LIGHTING

7.1 This SHS Master Plan Project shall include upgrading the City street lighting system to meet City lighting requirements, as of the Effective Date of this Development Agreement, for the entire length and width of the right-of-way along all the Project frontages. The School District shall install only the street lighting depicted on the Puget Sound Energy (“PSE”) Street Lighting Plan, as prepared and approved by PSE, dated May 3, 2021 attached hereto as ***Exhibit 8*** (the “PSE Street Lighting Plan”).

7.2 The School District shall install such street lighting in accordance with the phasing schedule set forth under the PSE Street Lighting Plan.

8. CITY RIGHT-OF-WAYS (ROW) AND IMPROVEMENTS

Attached hereto as ***Exhibit 9*** is an illustrative right-of-way plan (the “**Right-of-Way Improvements Plans**”), dated May 14, 2021 and March 23, 2021, prepared AHBL Engineers, for the purpose of identifying locations of and specifications for improvements to the City rights-of-way as more particularly described below. The right-of-way improvements described below under this Section 8 shall be required in conjunction with the SHS Master Plan Project, and upon completion, shall be dedicated to the City, to extent necessary, as public right-of-way, prior to occupancy of the building(s) constructed during each phase of construction. The parties agree that the improvements identified in ***Exhibit 9*** generally identify the scope and extent of

the required improvements under the Master Plan Project. The City accordingly agrees to endeavor to limit any changes to the scope of improvements in order to maintain consistency with and to not significantly alter the overall development plan of the Project.

8.1 Sidewalks. All required frontage improvements along the Master Plan frontages (Main Street, Wood Avenue, Mason Street, Washington Street, and Valley Avenue) that are currently not compliant with applicable City standards and/or the American with Disabilities Act (“ADA”) standards will be replaced, upgraded, or installed as appropriate, to conform to City standards, as of the Effective Date of this Development Agreement, and the then current ADA standards. The School District will construct the sidewalk areas in phases:

8.1.1 Phase 1: A new sidewalk will be installed on the south side of Mason Street from the intersection of Wood Avenue to the westerly terminus of the existing tennis courts.

8.1.2 Phase 1: A new sidewalk, inclusive of a driveway approach required for fire access, will be installed on Main Street from approximately the existing infield of the baseball field located west of the proposed Phase 1 Building to the westerly terminus of the existing “West Parking Lot”.

8.1.3 Phase 1: The northerly arc of the cul-de-sac at the terminus of Mason Street.

8.1.4 Phase1: The school bus driveway approach to be constructed on the south side of Washington Street at the area now known as a public alley which will be vacated as set forth below under Section 8.5.1.

8.1.5 Phase 2: All other sidewalk improvements identified in *Exhibit 9*.

8.2 Crosswalks. The School District shall improve the crosswalks identified in *Exhibit 9*, in phases as described below, to comply with City standards, as of the Effective Date of this Development Agreement, and then current ADA standards. Modifications to the road prism will be limited to bringing the slope into compliance with requirements for ADA ramps.

8.2.1 Phase 1: The crosswalks at the intersection of Main Street and Meade Avenue, Main Street and Meeker Avenue, and Mason Street and Wood Avenue as depicted in *Exhibit 9*.

8.2.2 Phase 2: All remaining crosswalks as depicted in *Exhibit 9*.

8.3 Bulb-Outs. The School District will construct permanent bulb-outs generally consistent with the detail shown on the *Right-of-Way Improvement Plans*, as *Exhibit 9*, for improved visibility in the location of certain temporary bulb-outs to be installed by the City at the intersections of Main Street at Meeker Avenue, at Mead Avenue, at Bonney Avenue, and at Lewis Avenue. Public right-of-way stormwater will discharge uninterrupted via the gutter

to the City’s stormwater system. Permanent bulb-outs at the intersection of Main Street and Meeker Avenue and Main Street and Meade Avenue will be completed as part of Phase 1 under the Master Plan. Permanent bulb-outs at the intersection of Main Street and Bonney Avenue and Main Street and Lewis Avenue will be completed as part of Phase 2 under the Master Plan.

8.4 Driveway Approaches. The School District will construct commercial driveway approaches of varying widths and consistent with the City Development Standard Specification R6-8, as of the Effective Date of this Development Agreement, and in the locations generally as shown on the *Right-of-Way Improvements Plans* attached as *Exhibit 9* subject to refinement as may be reasonably necessary through the plan review and permit process. The parties acknowledge that major changes to the locations of the driveways will have detrimental impacts on the Master Plan Project. The City agrees to endeavor to limit any changes to the driveway locations in order to maintain consistency with and to not significantly alter the overall development plan of the Project.

8.5 ROW Vacations and Deed Conveyances.

Attached as *Exhibit 10* is an illustrative map depicting the locations of certain right-of-way areas to be vacated by the City upon application by the School District, certain areas to be deeded by the City to the School District, or certain areas to be deeded by the School District to the City (the “*ROW Vacations/Deed Conveyances Map*, dated January 30, 2021).

8.5.1 Washington Street Alley and Mason Street Alley Vacation.

The School District, under the Master Plan Project, will utilize, as a school bus driveway, a certain 20’ strip of land, which abuts the School District’s existing “North Parking Lot” on Washington Street. This alley has never been opened for public right-of-way purposes, and is currently maintained by the School District (the “Washington Street Alley”). The School District is also proposing to utilize a 15’ strip of land located on the south side of Mason Street which extends only to the north boundary of the existing High School site. This 15’ strip of land was used as an alley to service only two parcels of land now owned by the School District. The School District will submit an application in accordance with SMC Ch. 12.80, requesting that the City vacate these two strips of land known as the Washington Street Alley and the Mason Street Alley depicted on *Exhibit 10*.

8.5.2 Main Street ROW Vacation. The School District further is proposing to utilize two (2) triangular strips of land located on Main Street along the westerly and easterly frontages of the existing High School site to be incorporated into the Master Plan Project for landscaping purposes. These triangular strips of land have not been opened for public right-of-way transportation purposes and are currently maintained by the School District. The School District will submit an application in accordance with SMC Ch. 12.80, requesting that the City vacate these two strips of land designated as the “Westerly Main Street Area” and “Easterly Main Street Area” as depicted on *Exhibit 10*.

8.5.3 No Compensation Required for Right-of-Way Vacations. Consistent with the discretionary authority under SMC 12.80.060, this Development Agreement, and the public benefits herein, the City Staff agrees to recommend to the City Council vacation of the following rights-of-way without compensation: Washington Street Alley, Mason Street Alley, and the Main Street Vacation Areas in conjunction with the Master Plan Project given that: (i) these areas were all dedicated to the City by either the School District or its predecessors-in-title, as requested by the City, (ii) the City did not pay for these right-of-way areas, (iii) the areas have not been opened for general public transportation purposes, (iv) there are no public services, facilities, or utilities within these areas, and (v) vacation of these areas are within the interest of the public good to allow development of an educational use with substantial benefits to the community.

8.5.4 School District Right-of-Way Dedication to City on Mason Street. The School District has agreed to and shall dedicate, as a condition of the School District's permit approvals necessary for the Master Plan Project, certain strips of land, within the School District's ownership at the easterly terminus of the cul-de-sac on Mason Street, which are currently used for and have been used since 1992, the date of construction, for public right-of-way purposes as depicted on *Exhibit 10*.

8.5.5 Encumbrances on Sumner High School Site. The School District has brought to the attention of the City that certain encumbrances, which purport to create rights-of-way over and across a portion of the existing Sumner High School site as depicted on *Exhibit 10*, appear of record on the vesting deeds conveyed in the early 1900s to the School District. There is no evidence that any deeds or dedications perfected the grant or conveyance of any right-of-way interest to the City for any purpose, and nor does such exception on a deed create a fee ownership in the City. Accordingly, the City agrees to and shall grant a Quit Claim Deed for that area identified as "Deed Conveyance" on *Exhibit 10*, in order to release the title encumbrances caused by the old vesting deeds over or upon the School District Property.

9. STORMWATER SYSTEM

9.1 Stormwater System Plan. The City intends that development of the SHS Master Plan Project be vested, in accordance with and as of the Effective Date of this Development Agreement, as set forth under this Section 9, relating to stormwater management and water quality treatment to the fullest extent allowed under the law as consistent with the Sumner Municipal Code (SMC Ch. 13.48) and related specifications and applicable State law (2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington, as amended in December 2014 (the "SWMMWW")). Attached hereto as *Exhibit 11*, for illustrative purposes only, is a stormwater plan ("*Stormwater System Plan*"), dated April 19, 2021, prepared by AHBL Engineers, depicting the proposed schematic design of the Master Plan Project stormwater facilities consistent with the specifications described hereinbelow and consistent with best management practices.

9.2 Impervious Surfaces Discharging to Stormwater System. The parties agree that the stormwater system will be constructed in phases to detain such required stormwater

quantities, in accordance with Applicable Law, associated with the following anticipated impervious surfaces under the overall development plan of the Project:

9.2.1 Phase 1: approximately 46,700 sq. ft. of roof area and approximately 14,000 sq. ft. of pollution generating surface area.

9.2.2 Phase 2: approximately 174,000 sq. ft. of roof area and approximately 234,100 sq. ft. of pollution generating surface area.

9.2.3 The total roof area is approximately 220,700 sq. ft. and the total pollution generating surface area is 248,100 for the Master Plan Project.

9.3 Site Constraints. The parties acknowledge that the nature of the School Site, the soil conditions, and the high groundwater water levels create constraints to the Master Plan Project stormwater detention system design. The parties further acknowledge that the general depth, footprint, and type of detention system shall be consistent with the stormwater system described in *Exhibit 11* to the extent reasonable and compliant with the detention requirements outlined in the SWMMWW and Applicable Law.

9.4 Water Quality Treatment. Water quality for the Master Plan Project will be provided at enhanced treatment levels in accordance with the Sumner Municipal Code, as of the Effective Date of this Development Agreement. Underground filter-vault treatment devices will be installed for each detention system to provide treatment so that runoff from pollution-generating surfaces is treated prior to discharge to the existing City stormwater system. Discharged stormwater from the synthetic turf fields will also be treated. For the hydrologic analyses, 15-minute time steps are used for both Phase 1 and Phase 2 construction.

10. WATER SYSTEM AND FIRE FLOW AVAILABILITY

10.1 Water System Plan. Attached hereto as *Exhibit 12* is an illustrative map depicting the schematic *Water System Plan*, dated February 1, 2021, prepared by AHBL Engineers, for the SHS Master Plan Project, including the location of existing watermain to be maintained and to be removed, existing fire hydrants to be maintained, and fire hydrants to be installed under the SHS Master Plan Project. The City and the School District shall cooperate with each other to reach agreement on any new watermain easement(s) to be executed, in recordable form, as necessary for consistency with construction of said Water System Plan, in phases, under the SHS Master Plan Water System Plan. The parties agree that to the extent any removed existing water lines are contained within an easement, such removed water line, shall be released by an instrument, in recordable form, satisfactory to the parties, for conformance with the As Built location of the water infrastructure.

10.2 Water distribution is planned to be provided by an existing City watermain running east to west on the north side of Mason Street as generally depicted on *Exhibit 12*.

10.3 New hydrant spools will be installed by the School District to provide fire coverage to the entire exterior of the buildings as generally depicted on ***Exhibit 12***.

10.4 The City has agreed, consistent with the requirements of RCW Ch. 70A.145, to make available and shall provide fire flow of 1,500 gpm for a two (2) hour duration during the Term of this Development Agreement.

10.5 The fire flow requirements of the SHS Master Plan Project are based upon the zoned areas depicted on the ***Code Compliance Plan***, dated April 14, 2020, prepared by BLRB Architects, attached hereto as ***Exhibit 13***.

11. SANITARY SEWER SYSTEM

11.1 Sanitary Sewer System Plan. Attached hereto as ***Exhibit 14*** is an illustrative map depicting the schematic ***Sewer System Plan***, dated February 1, 2021, for the SHS Master Plan Project, including the location of existing sewer mains and side sewer lines. The City and the School District shall cooperate with each other to reach agreement on any new sanitary sewer easement(s) to be executed, in recordable form, as necessary for consistency with construction of said Sewer System Plan, in phases, under the Sewer System Plan. The parties agree that to the extent any removed existing sanitary sewer line is contained within an easement, such removed sanitary sewer line, shall be released by an instrument, in recordable form, satisfactory to the parties, for conformance with the As Built location of the sanitary sewer system.

11.2 Sanitary sewer service will be provided to the buildings at various points around the Master Plan Project Site as generally depicted in ***Exhibit 14***, the Sanitary Sewer Plan, dated February 1, 2021, prepared by AHBL Engineers.

11.3 The sanitary sewer system development charges shall be calculated per SMC 13.16.220. The City acknowledges that the eleven (11) demolished residences on Mason Street and the existing occupant load from the 1992 Sumner High School remodel will be credited against the occupant load proposed under the Master Plan Project.

12. ELECTRICAL AND NATURAL GAS SERVICES

12.1 The School District represents that it has coordinated the extension of electrical and natural gas services to the SHS Master Plan Project with PSE.

12.2 New electric service for Phase 1 and Phase 2 of the SHS Master Plan Project is planned to originate with the existing three phase power on the west side of Wood Avenue which crosses Wood Avenue on overhead lines where the primary meter and switch will be located. Power will then proceed underground east on the School District Site abutting Mason Street to the transformer to energize the buildings and lighting systems. A new natural gas service (underground) on the School District Site near the Phase 1 Building on Mason Street will be installed to fuel the mechanical systems.

12.3 There are three existing overhead electrical service poles that are located along the north side of Main Street between Lewis Avenue and Meeker Avenue. These poles are owned by the School District and only service the existing High School. This electrical service will remain during Phase 1 to service the existing High School and will be de-energized and removed after full buildout of Phase 2.

12.4 The School District acknowledges that the above-described anticipated extension of electrical services is subject to potential modifications, and that all above ground utility equipment should be either screened from view or enhanced with a colored mural visible from the public right-of-way and adjacent properties to the maximum extent feasible. The parties acknowledge that any such modifications shall be limited to only those necessary to comply with PSE requirements and with screening or a colored mural approved by the City. In the event any modifications to either electrical or natural gas services are required under the SHS Master Plan Project, the School District shall coordinate with PSE.

13. MODIFICATIONS AND AMENDMENTS TO DEVELOPMENT AGREEMENT.

13.1 Minor Modifications. The City acknowledges that minor modifications to the SHS Master Plan Project or the Master Plan Project Site Plan do not require Minor Amendments, as defined under Section 13.2 below. Examples of such minor modifications which require written notice to the City but do not require a formal review process, include: (i) modifications which decrease impacts associated the SHS Master Plan, (ii) decreases in the heights of any structure, (iii) a modification to the height of a fence or netting; (iv) a modification associated with building or civil plan review by the City or East Pierce Fire & Rescue, (v) a field modification requested by the City or other governmental inspector, (vi) a minor modification to the configuration, size, location, or style of any sign, or (vii) an increase to the height of a building provided such height does not exceed 30' as measured under SMC 18.04.0205.

13.2 Minor Amendments.

13.2.1 The Director of Development Services or the replacement position may administratively approve a “Minor Amendment” requested by the School District to the SHS Master Plan Project upon written application by the School District. The City shall render a decision on such request for a Minor Amendment not more than twenty (20) days after delivery of said Minor Amendment application to the City. Examples of a “Minor Amendment” include:

13.2.1(i) An alteration of the alignment or configuration of a building or facility that does not decrease any setback or materially increase any off-site impacts;

13.2.1(ii) Any change of use under the SHS Master Plan that does not increase the impervious surface area nor create any significant increase in any off-site impacts or detrimentally impact the surrounding community;

13.2.1(iii) Any change that does not increase impacts on the transportation network associated with the SHS Master Plan;

13.2.1(iv) Any ambiguities in any condition of the Hearing Examiner's decision or change or modification not specifically addressed in the Hearing Examiner's decision which do not significantly alter the intent and overall plan of the SHS Master Plan Project; and

13.2.1(v) Any change that would allow issuance of an Addendum to the MDNS under the SEPA rules and regulations (RCW Ch. 43.21C and WAC Ch. 197-11).

13.3 Major Amendments. Material and significant modifications, revisions, or changes to the SHS Master Plan Project or this Development Agreement which create materially new impacts or the potential for probable, significant adverse impacts or the potential for detrimental impacts to the surrounding community shall constitute a Major Amendment and shall require submittal of a written application by the School District, as a Type VI Application, and shall require review, a public hearing, and recommendation by the Hearing Examiner, and review, public hearing, and approval by the City Council by Ordinance, to the extent required under SMC Ch. 18.20 as of the Effective Date of this Development Agreement.

14. TERM OF DEVELOPMENT AGREEMENT

14.1 Term. This Agreement shall commence on the Effective Date. Provided, however, in the event of any judicial appeal by a third party of this Agreement in accordance with the Sumner Municipal Code, the Effective Date shall be extended to the date that any such appeal is concluded by mandate to Superior Court upon conclusion of all appellate review. The School District agrees to be solely responsible for, liable for all risk associated with, and defend, hold harmless and indemnify the City from and against any and all liability, damages, costs or expenses, including attorney's fees, in the event the School District undertakes any construction activities during any such appeal. This Development Agreement shall terminate on a date ten (10) years from the Effective Date of this Agreement (the "Term"); provided, however, an agreed Force Majeure Event, as defined below under Section 15.6, shall extend the Term of this Agreement commensurate with the Force Majeure extension, unless the Force Majeure event renders the Master Plan Project impossible, or would extend the Term of this Agreement by more than three (3) years or as otherwise agreed upon between the parties, in which case any such extension is subject to the provision for an extension under Section 14.2 below. Upon submittal of the last substantially complete building permit application relating to the SHS Master Plan Project, the applicable provisions of the Agreement shall continue until such building permit (including any extension to the term of such building permit) expires, inclusive

of any renewal or extensions of such building permit as granted by the City or as extended by any agreed Force Majeure Event under Section 15.6.

14.2 Extension of Term. Any request for an extension of the Term under this Development Agreement shall be subject to submittal of a Type VI Land Use Application under SMC Ch. 18.56, as of the Effective Date of this Development Agreement, and shall be processed for review and determination before the City Council, at a public hearing in accordance with SMC Ch. 18.20, as of the Effective Date of this Development Agreement. In no event shall an extension of the Term herein be for a period of more than ten (10) years.

15. GENERAL PROVISIONS

15.1 Covenant Running with the Land. All of the provisions, agreements, rights, privileges, standards, terms, conditions, and obligations contained in this Agreement shall be binding upon the parties and their respective successors and assigns (by merger, consolidation, or otherwise). All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. During the Term of this Agreement, each covenant to do or refrain from doing some act on the School Property: (a) is both a benefit and a burden upon the School Property and (b) runs with the School Property, and (c) is binding upon any successor or assign.

15.2 Recordation of Agreement. Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the Pierce County Auditor. The School District shall be obligated to record this Agreement and to pay all associated recording fees.

15.3 Cooperation and Best Efforts. The City acknowledges and recognizes that prompt review of public projects is essential for planning purposes and bidding and contracting of public projects. Therefore, the City agrees to provide priority review of any and all written submittals, including applications, plans, and requests by the School District intended or contemplated under this Agreement. The parties further agree to not unreasonably withhold requests for information, approvals, or consents requested or required under this Agreement. The parties also agree to cooperate with each other and use their best efforts to take such further actions and execute further documents as authorized or appropriate under this Agreement to implement the intent of the terms and conditions of this Agreement.

15.4 Notices. All communications, correspondence, notices, and demands of any kind associated with this Agreement shall be in writing and shall be delivered: (i) by a recognized overnight, national courier service; (ii) by personal delivery; or (iii) by United States Postal Service registered or certified mail, return receipt requested. If a notice is mailed, it shall be considered delivered three (3) calendar days after deposit in such mail. If a notice is delivered via overnight courier, it shall be deemed received upon the next business day. The parties consent to courtesy delivery of any communications, correspondence, notices, and demands by electronic mail provided such electronic mail shall not constitute enforceable, valid, or effective Notice under this Agreement. The addresses to be used in connection with

such correspondence and notices are the following, or such other address as a party shall from time to time direct:

As to School District: Sumner-Bonney Lake School District
Attention: Laurie Dent, Ph.D., Superintendent
1202 Wood Avenue
Sumner, Washington 98390
Telephone: 253-891-6080
Email: laurie_dent@ssd.org

With a copy to: Matthew Guilanians, Project Manager
Hainline & Associates, Inc.
411 First Avenue South, Suite 210
Seattle, WA 98104
Telephone: 206-880-8505
Email: mguilanians@hainline.net

and to: Mary J. Urback PLLC
12417 12th Street East
Edgewood, WA 98372
Attention: Mary J. Urback
Telephone: 253-826-9504
Email: murback@urbackpllc.com

As to City: City of Sumner
Attention: Mayor William Pugh
1104 Maple
Sumner, Washington 98390
Telephone: 253-299-5500
Email: Mayorbill@sumnerwa.gov

With a copy to: City of Sumner Attorney
Andrea Marquez
1104 Maple
Sumner, Washington 98390
Telephone: 253-299-5612
Email: andream@sumnerwa.gov

15.5 Disputes: Default and Remedies.

15.5.1 Dispute Resolution. In the event of any dispute under and prior to any claim of default under this Agreement, the parties, upon the written request of the other party, shall first meet not more than seven (7) business days from the date of such request to seek, in good faith, to resolve such dispute. The City shall direct the appropriate department director or

staff member with information relating to such dispute and the School District shall direct the Project Manager of the SHS Master Plan Project, consultant and/or an appropriate staff member with adequate technical information or expertise related to such dispute to attend such meeting.

15.5.2 Notice of and an Opportunity to Cure. No party shall be deemed to be in default under this Agreement unless the party has failed to perform an obligation under this Agreement for a period of not more than thirty (30) calendar days after written notice of such claimed default from the other party. Each notice of default shall document with specificity the nature of the claimed default and the manner in which default may be satisfactorily cured. If the nature of the claimed default is such that it cannot be commercially reasonably cured within the thirty (30) day period, then commencement of such cure within the cure period and the diligent effort to complete the cure shall be deemed a cure under this Agreement.

15.5.3 Mediation. If a dispute rises from or relates to, including a breach of this Agreement and if the dispute has not been resolved as set forth under Sections 15.5.1 or 15.5.2 above, the parties agree to submit such dispute by written notice to the other party not less than seven (7) calendar days after exhaustion of such remedies under Section 15.5.1 and 15.5.2, requesting mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before commencement of any legal action. The mediator shall be selected by agreement of the parties or in the event the parties cannot agree, through JAMS, and each party shall pay for half of the total mediation fees. Following mediation, or upon written agreement of the parties to waive mediation, either party may proceed to file a complaint in Pierce County Superior Court with respect to any unresolved dispute from or relating to this Agreement, including a breach thereof. Any party not in default under this Agreement shall have all rights and remedies provided by law or in equity, including without limitation damages, specific performance, or writ to compel perform or require action consistent with this Agreement. Neither party shall be entitled to recover any attorney's fees or costs associated with Mediation of any dispute.

15.6 Force Majeure. Neither party to this Agreement shall be in default for breach of any material term or condition of this Agreement which is caused by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties to the Property, or other causes beyond a party's commercially reasonable control and which cannot be prevented, avoided, or stopped by a party, including federal, state, or local governmental action, proclamation, or orders, judicial action, acts of terrorism (whether domestic or foreign), riots, civil disturbances, earthquakes or volcanic eruption which directly delays or prevents a party's performance of any material term or condition under this Agreement relating directly to the School Property (hereinafter a "Force Majeure Event"). The party claiming a Force Majeure Event shall provide prompt written notice to the other party but in any event within five (5) business days after the occurrence of such event (which notice shall provide specificity of detail thereof including the reasonably anticipated period of delay or extension under this Agreement); provided, however, the other party within five (5) business days thereafter shall determine, in the exercise of their respective commercially reasonable discretion, that such delay is justified. The party invoking a force

majeure delay or extension shall act in good faith to only seek a delay in performance of any material covenant or an extension under this Agreement to the extent of a commercially reasonable period of delay or extension commensurate with the Force Majeure Event. In the event the parties cannot reach agreement on the existence of a Force Majeure Event or a commercially reasonable period of delay or extension relating to such agreed upon Force Majeure Event, the Dispute resolution mechanism under Section 13.6.3 shall be exercised.

15.7 Attorney's Fees and Costs. Except for Mediation as set forth under Section 15.5.3 above, in the event that either party to this Agreement institutes a suit, action, or other legal proceeding of any nature whatsoever relating to this Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the losing party its reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts, provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law. The “prevailing party” is the party that receives a net monetary award after all just and due credits and offsets.

15.8 Construction. The parties intend that this Agreement be interpreted to the full extent authorized to under the law to effectuate the purpose and intent in the exercise of the City’s authority to enter into development agreements. This Agreement has been reviewed and revised by legal counsel for both parties and no presumption or rule that ambiguity shall be construed against the party either initiating the drafting or involved in the drafting of this Agreement shall apply to the interpretation or enforcement of this Agreement or any amendments thereto, and the same shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

15.9 Integration; Amendment. Except as otherwise set forth under this Agreement, including, but not limited to Article 13 and Sections thereunder, this Agreement constitutes the complete and final expression of the agreement of the parties relating to the School Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the School Property. Except as otherwise provided under this Agreement, including Article 13 and Sections thereunder, this Agreement cannot be modified or changed except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

15.10 Severability. If any term, provision, or condition of this Agreement shall be determined invalid, void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes and intent of this

Agreement to implement the overall plan of the SHS Master Plan Project to the maximum extent allowable under the law. Provided, however, to the extent a court decision creates a commercially reasonable need to modify this Agreement, the parties agree that this Agreement shall not be terminated and to diligently seek to modify this Agreement within forty-five days (45) days from such final court decision consistent with the court decision to implement the purpose and intent of this Agreement. In the event the parties cannot reach agreement on such modification to this Agreement, either party may initiate the Dispute resolution mechanism under Section 15.6.3.

15.11 Venue and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Washington without regard to the choice of law provisions of such laws of the State. The venue for any legal proceeding associated with a dispute arising out of the terms, conditions, or performance or lack thereof, under this Agreement shall be in Pierce County.

15.12 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

15.13 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific Daylight or Pacific Standard Time, as applicable, during such period.

15.14 Costs and Expenses. Except as otherwise required by the Sumner Municipal Code, each party hereto will bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement and such other documentation required under this Agreement and in the performance of a parties duties or obligations hereunder.

15.15 Non-Enforcement Not Waiver. Failure by any one of the parties to enforce this entire Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so.

15.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.

15.17 Authority. The City and the School District, each represent and warrant to the other party, it has the respective power and authority, and is duly authorized, consistent with each parties governing authority or documents, to execute, deliver and perform the obligations under this Agreement.

15.18 Time. Time is of the essence in each and every term, provision, and condition of this Agreement.

15.19 City Council Authority. This Agreement shall be subject to approval by no less than a majority vote of the City Council of the City of Sumner. Absent such approval, this Agreement shall be void and of no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year set forth hereinbelow.

**SUMNER-BONNEY LAKE SCHOOL
DISTRICT NO. 320**, a Washington
municipal corporation

CITY OF SUMNER, a Washington
municipal corporation

By: _____
Laurie D. Dent, Ph.D.

Its: Superintendent

Date: _____

By: _____
William Pugh

Its: Mayor

Date: _____

ATTEST:

Michelle Converse, City Clerk

Approved as to form:

Approved as to form:

Mary J. Urback, School District Attorney

Andrea Marquez, City Attorney

[acknowledgements on next page]

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day personally appeared before me Laurie D. Dent to me known to be the Superintendent of the Sumner-Bonney Lake School District No. 320, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this ____ day of _____, 2021.

[printed name of notary]
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day personally appeared before me William Pugh to me known to be the Mayor of the City of Sumner, a Washington municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this ____ day of _____, 2021.

[printed name of notary]
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My Commission Expires: _____

EXHIBIT 1

LEGAL DESCRIPTION OF SCHOOL DISTRICT PROPERTY

SUMNER HIGH SCHOOL: 1707 MAIN STREET (PARCEL NO. 0420244205)

REVISED PARCEL J, MAIN STREET PLAZA BOUNDARY LINE ADJUSTMENT, RECORDED UNDER RECORDING NO. 9511090682, IN PIERCE COUNTY, WASHINGTON; EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PARCEL LYING WITHIN PROPERTY AS CONVEYED TO THE CITY OF SUMNER BY DEED RECORDED UNDER RECORDING NO. 9403110330.

PROPOSED WOOD AVENUE PARKING LOT: 1101 AND 1111 WOOD AVENUE (PARCEL NOS. 4445000010 AND 4445000020)

LOTS 1-3, BLOCK 1, HENTON'S ADDITION TO THE TOWN OF SUMNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 79, RECORDS OF PIERCE COUNTY, WASHINGTON.

MASON STREET PARCELS INCORPORATED INTO MASTER PLAN: 1412-1506 MASON STREET (PARCEL NOS. 4445000030, 4445000040, 4445000050, 4445000060, 4445000070, 4445000080, 4445000090, 4445000100, AND 4445000110)

LOTS 4 THROUGH 13, BLOCK 1, HENTON'S ADDITION TO THE TOWN OF SUMNER, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS AT PAGE 79, RECORDS OF PIERCE COUNTY, WASHINGTON.

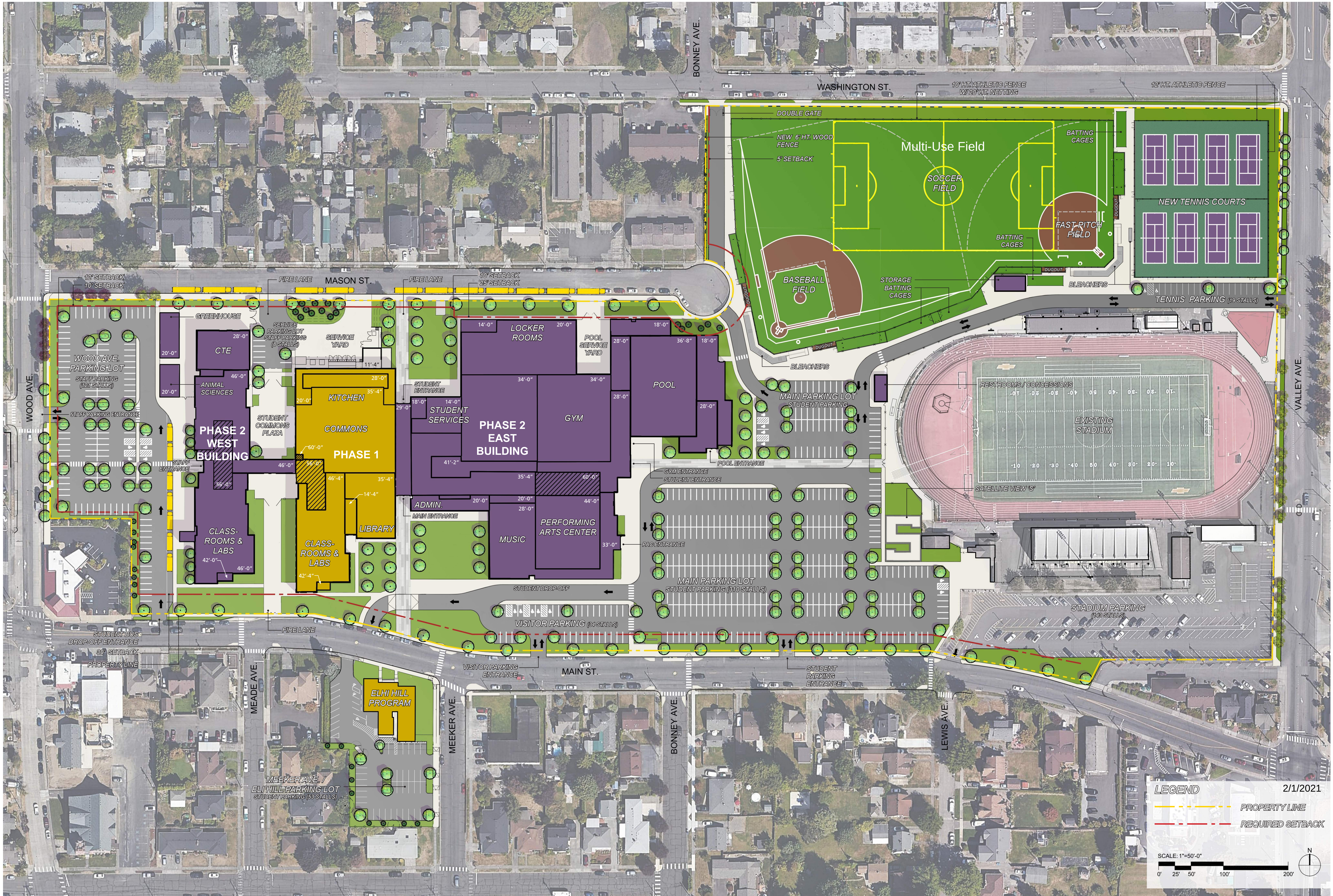
ELHI HILL/MEEKER AVENUE PARKING LOT: 1518 MAIN STREET AND 914 AND 908 MEEKER AVENUE (PARCEL NOS. 2350000060, 2350000100 AND 2350000110)

LOTS 8 AND 9, BLOCK 2, BAUMBACH AND SOWDER'S ADDITION TO THE CITY OF SUMNER, ACCORDING TO PLAT RECORDED IN BOOK 13 OF PLATS AT PAGE 92, IN PIERCE COUNTY, WASHINGTON.

EXHIBIT 2

**SUMNER HIGH SCHOOL
MASTER PLAN SITE PLAN**

EXHIBIT 2



MASTER SITE PLAN
SUMNER HS MODERNIZATION & EXPANSION

EXHIBIT 3

CONSTRUCTION SEQUENCING PLAN

EXHIBIT 3

Sumner High School Master Plan Construction Sequencing Plan



Phase 1.0: Initial Phase - Construction Staging

Description:

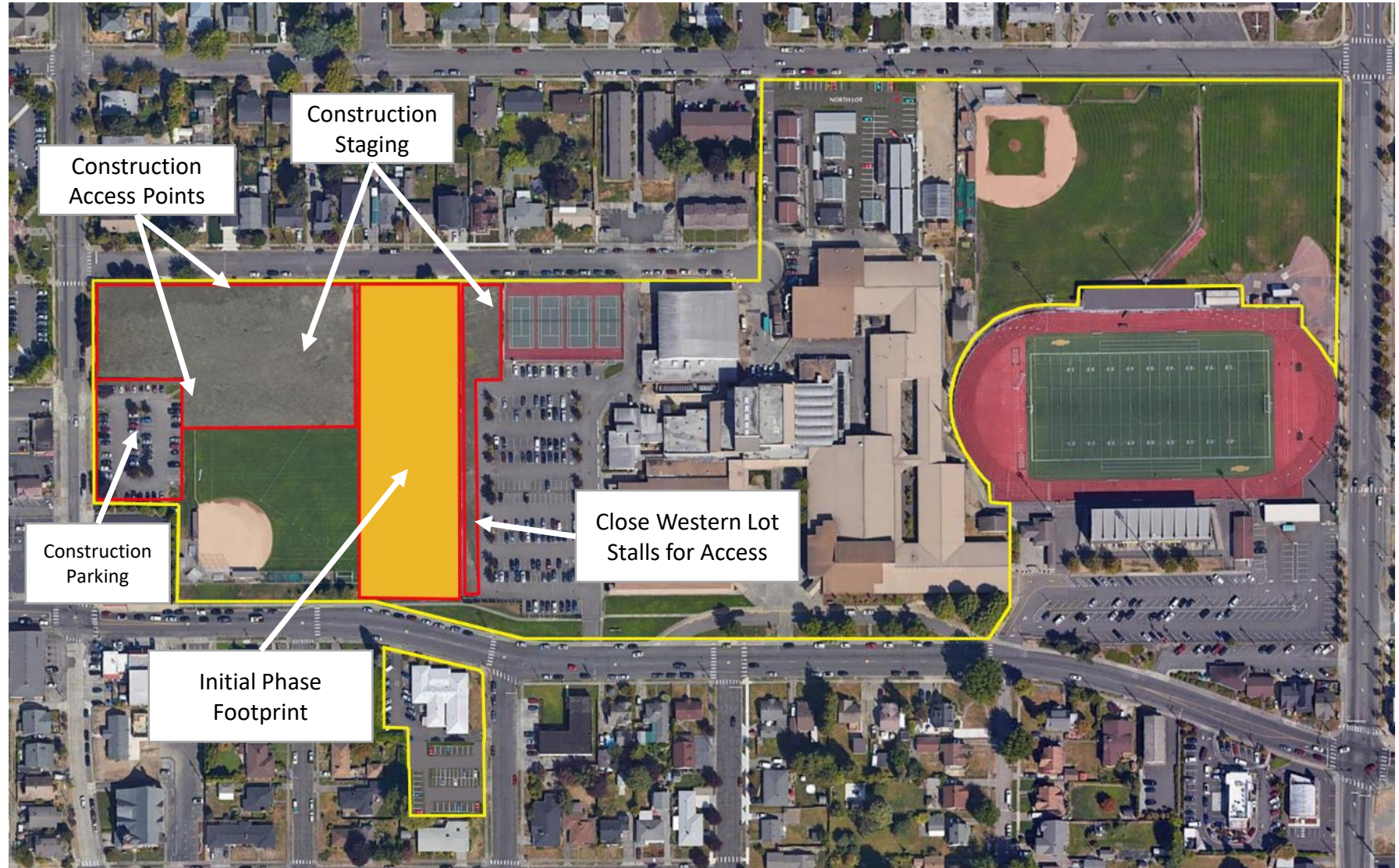
- Wood Ave Lot becomes Construction Parking
- Mason Street homes become staging
- Close 10 stalls in West Lot for Access
- Gravel in staging and site areas
- Fence off staging and work areas using locking gates and chain link with black slats for screening
- Construction access off Mason and the Wood Ave Parking Lot

Timeline:

Summer 2021

Site Parking Total:

- 400 stalls
 - -54 in the Wood Lot
 - -35 in the West Lot
 - +53 Elhi/Meeker Lot



Phase 1.1: Initial Phase – Building Construction

Description:

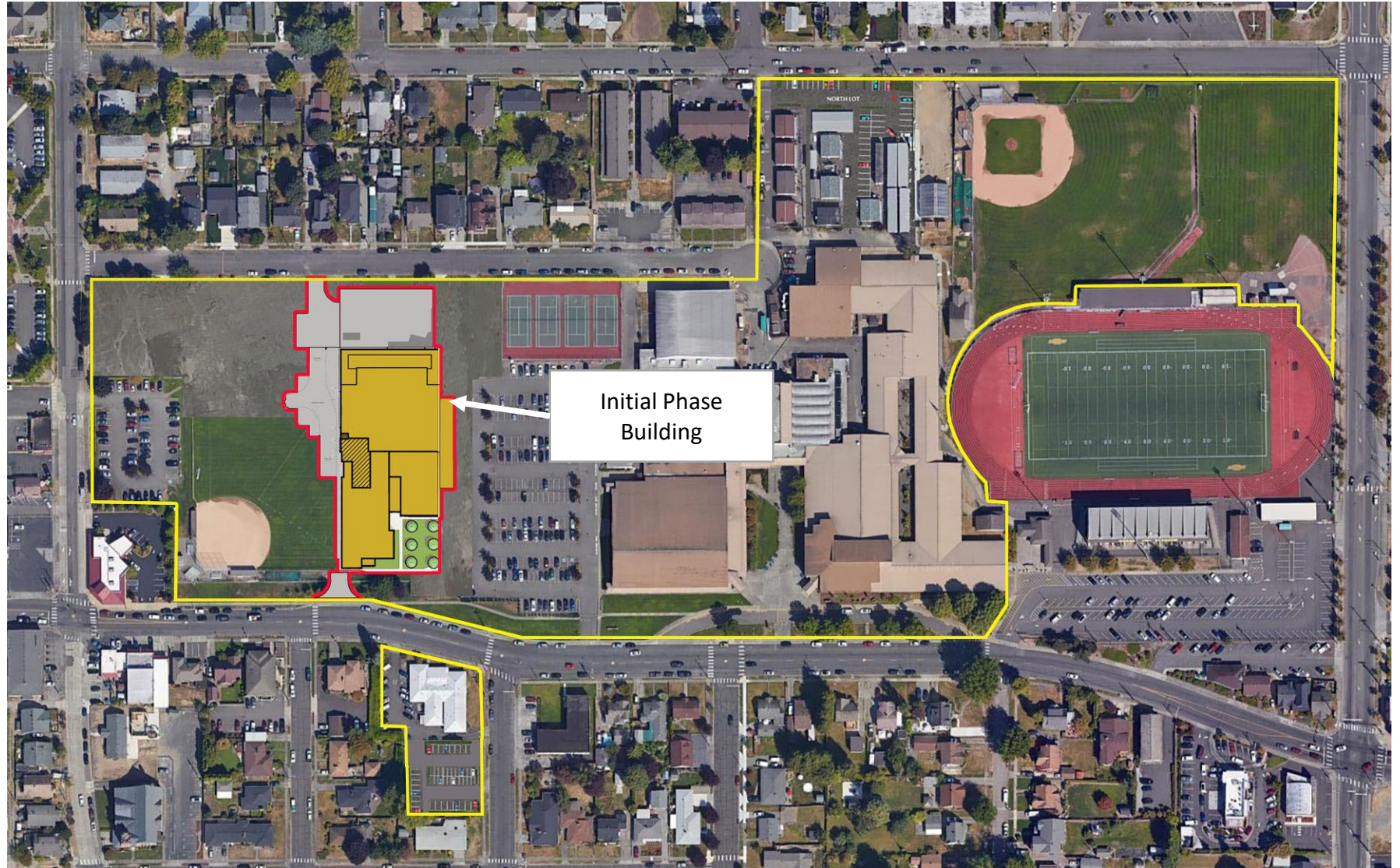
- Library
- Commons/Cafeteria
- Kitchen
- 18 Classrooms
- Admin/Support Services
- Restrooms
- Security
- Technology
- ~86,000 SFT

Timeline:

Summer 2021 – Winter 2022

Site Parking Total:

- 400 stalls (unchanged)



Phase 1.2: Initial Phase – Walkway

Description:

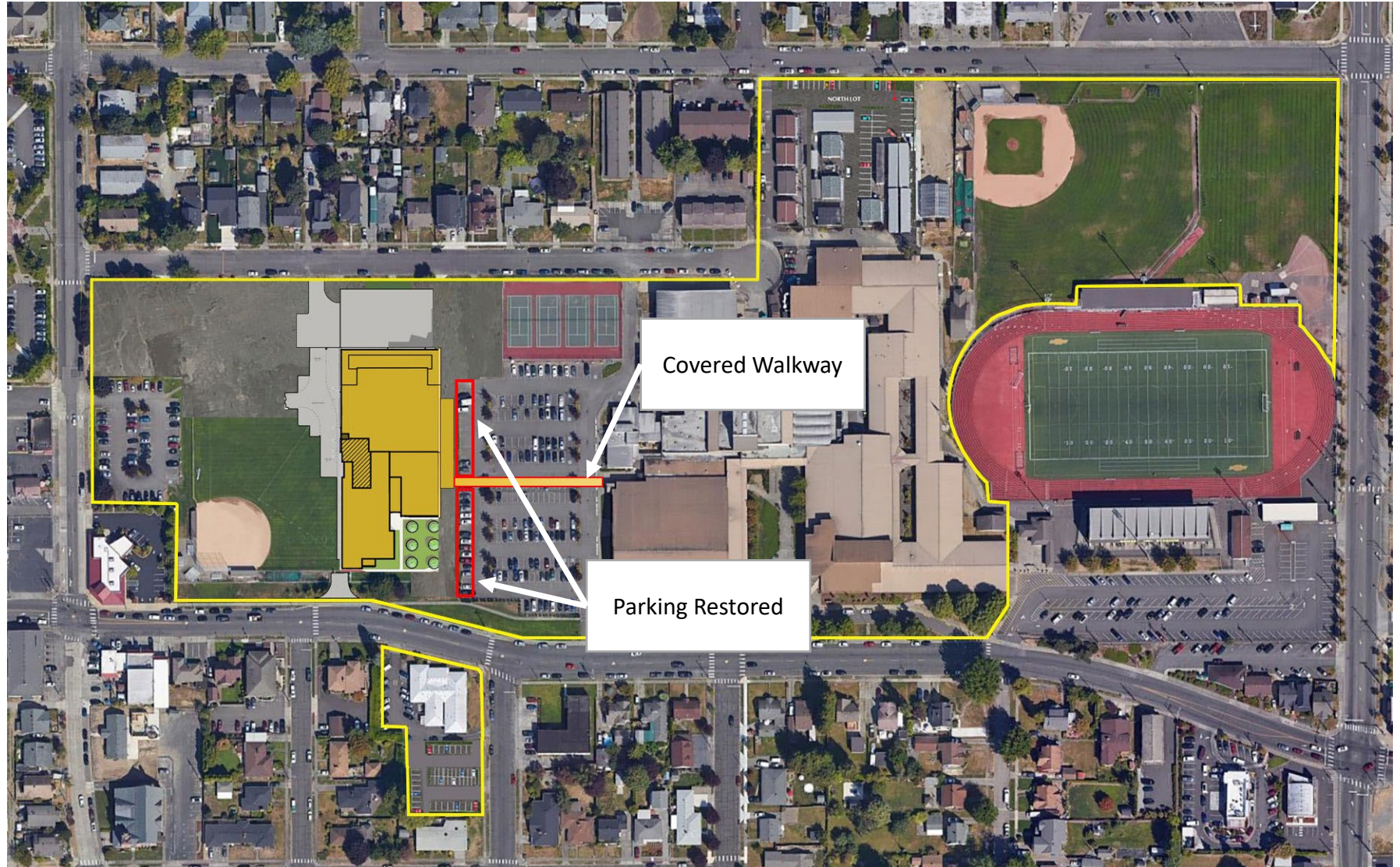
- Building nearing substantial completion
- Construct Covered Walkway Connect Walkway prior to substantial completion (provided the alternate bid is accepted)

Timeline:

- Fall/Winter 2022

Site Parking Total:

- 415 stalls
 - +15 in West Lot



Phase 1.3: Initial Phase – ROW Work and Occupancy

Description:

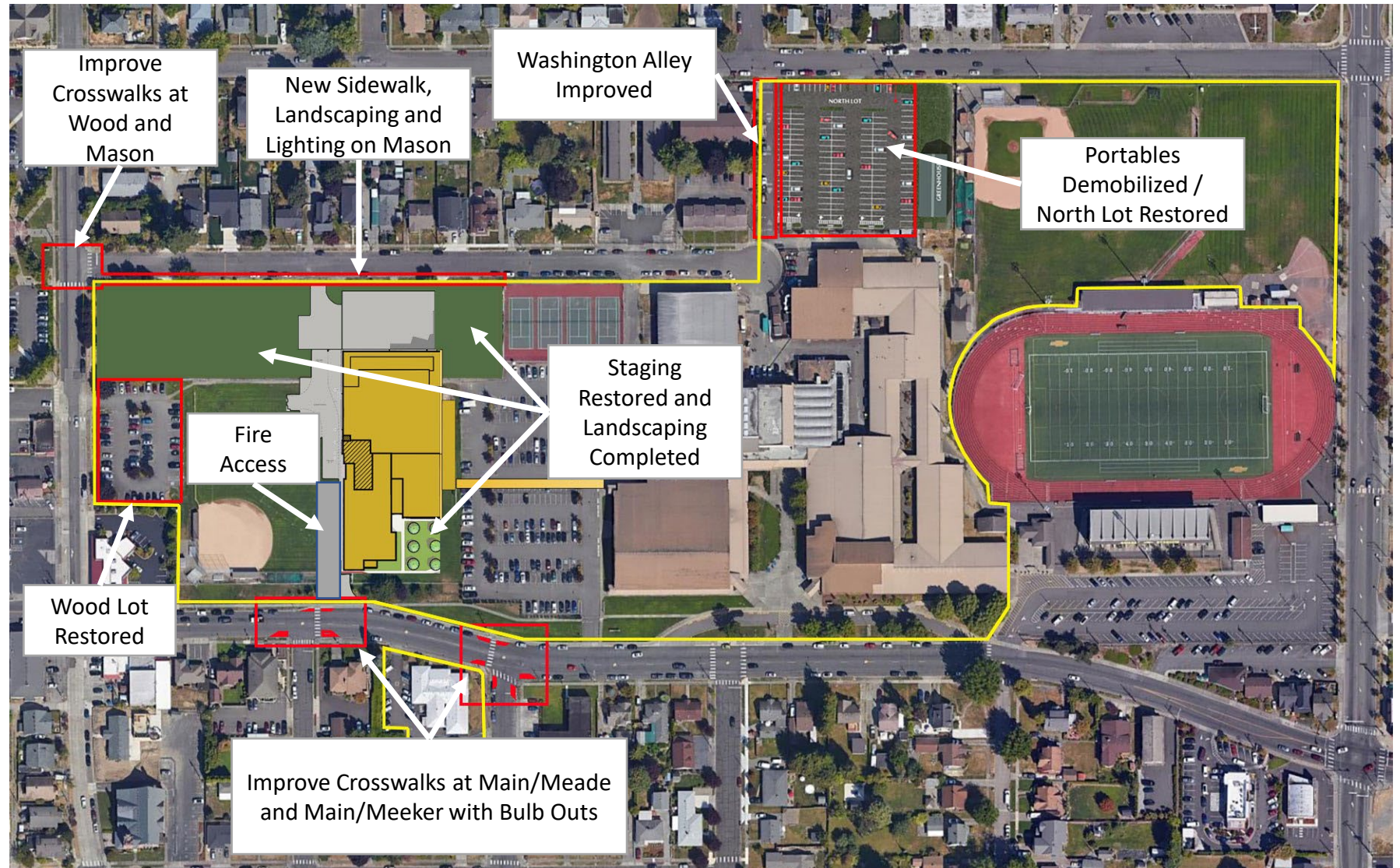
- ROW work prior to substantial completion
 - Initial Phase Crosswalks
 - Bulb Outs
 - Sidewalk on Mason Street and frontage at Main Street
- Building Occupied
- All Portables demobilized
- Wood Lot 100% Open
- Hydroseed Mason Lots
- Street trees & landscaping at Mason
- Internal landscaping
- Fire Access Lane East of Building

Timeline:

- Summer-Winter 2022

Site Parking Total:

- 590 stalls
 - +54 in Wood Lot
 - +121 in North Lot



Phase 1.4: Initial Phase – Completed

Description:

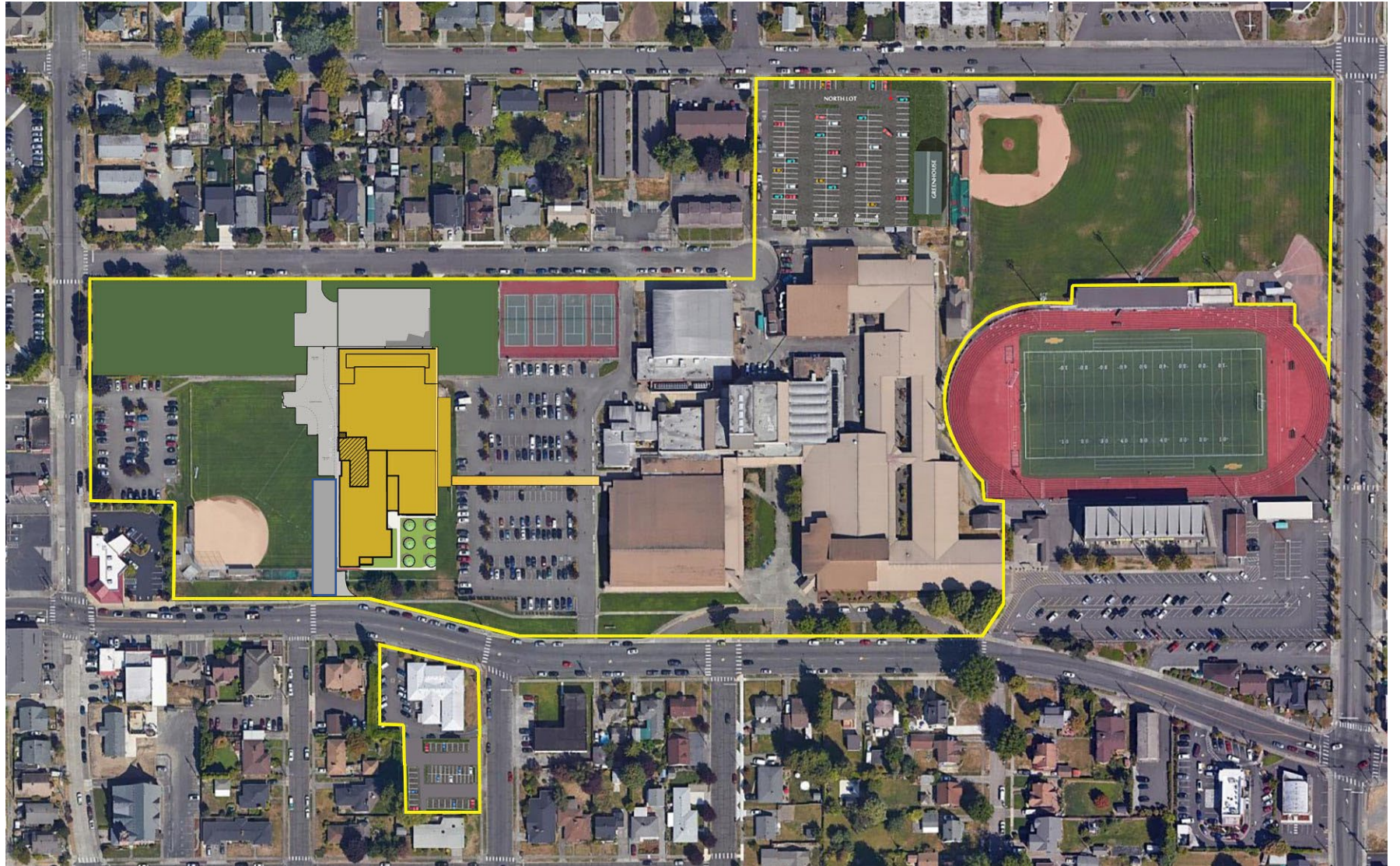
- Phase 1 completed; consistent with 2016 Bond Goals
- 1830 Student Capacity

Timeline:

- Winter 2022

Site Parking Total:

- 590 stalls



Phase 2: Full Build Out



Phase 2.0: West Building - Construction Staging

Description:

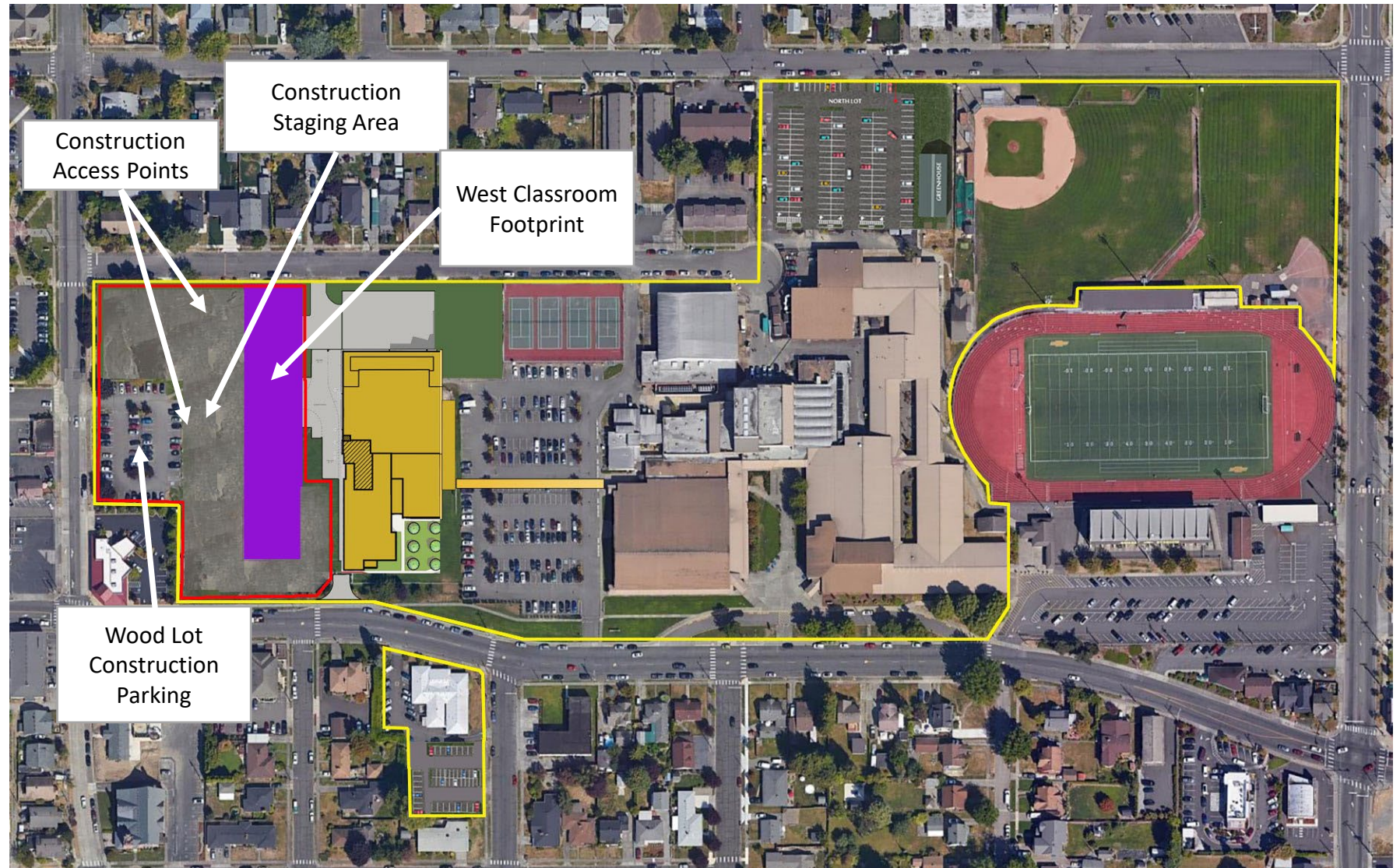
- Phase 2 Begins
- Close Wood Lot
- Fence off Staging and Work areas using locking gates and chain link with black slats for screening
- Close Fast Pitch Field
- Construction access off Mason and the Wood Ave Parking Lot

Timeline:

- Month 0 (Zero)

Site Parking Total:

- 536 stalls
 - -54 in Wood Lot



Phase 2.1: West Building Construction

Description:

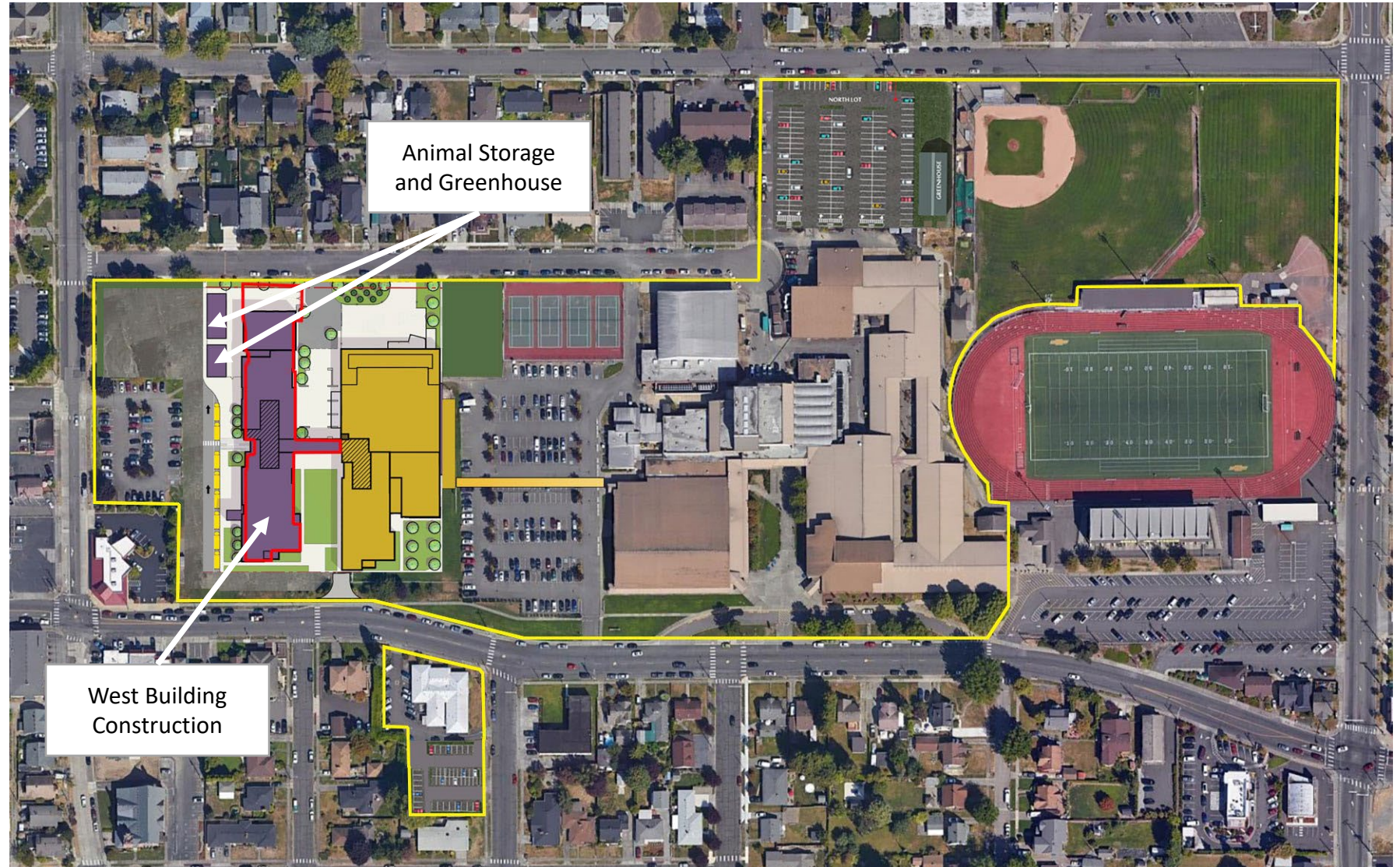
- West Building Completed
- Build Greenhouse and Animal Storage

Timeline:

- Months 1-18

Site Parking Total:

- 536 stalls



Phase 2.2: Wood Lot Buildout

Description:

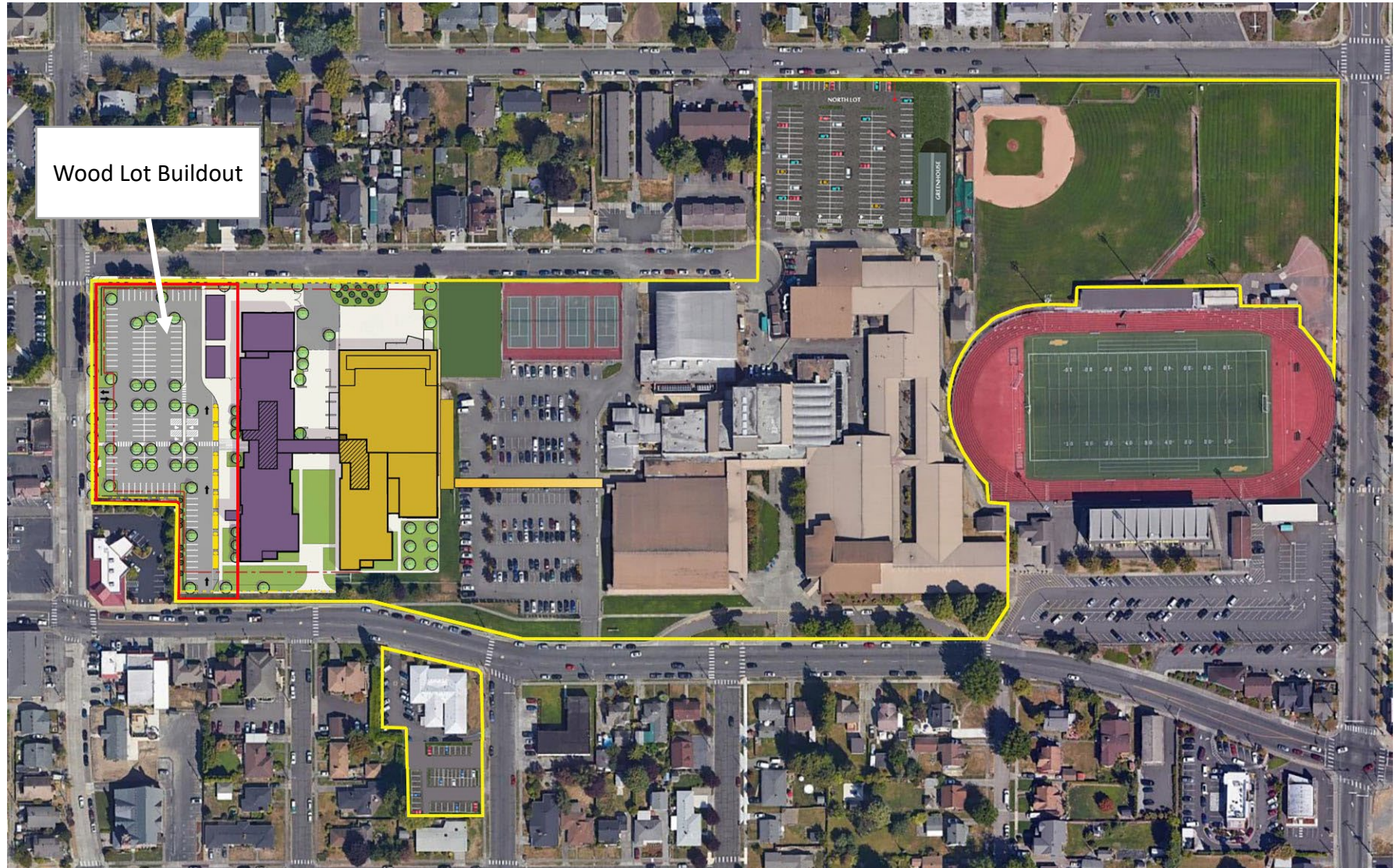
- Complete and reopen Wood Ave Lot
 - Landscaping
 - Fencing
- Install Street Lights and Complete Sidewalk Improvements on Wood Ave

Timeline:

- Months 14-18

Site Parking Total:

- 665 stalls
 - +121 in Wood Ave Lot
 - + 8 in new service yard



Phase 2.3: Existing School Demolition

Description:

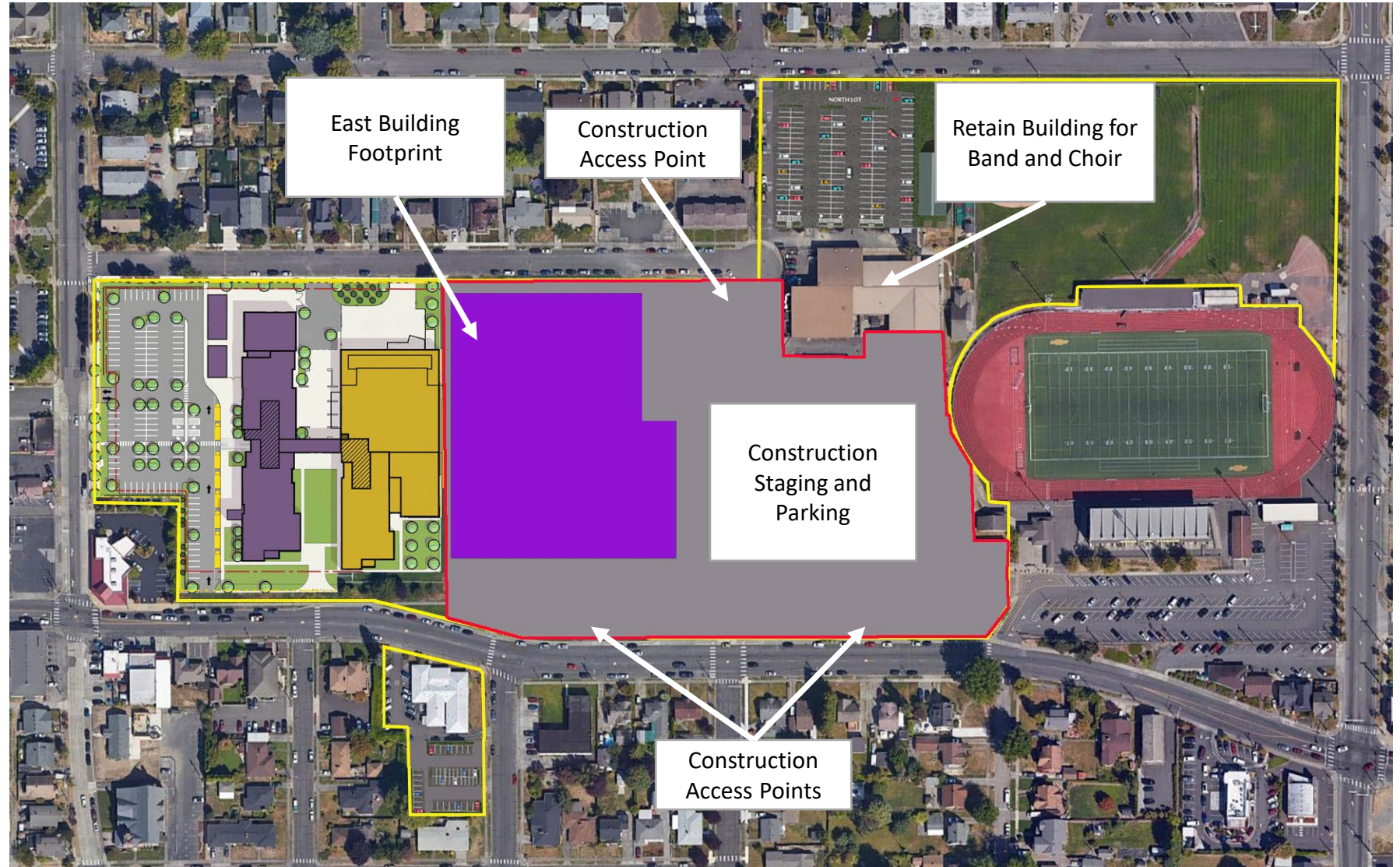
- Demolition of existing school except the current CTE wing
- Fence off Staging and Work areas using locking gates and chain link with black slats for screening
- Construction access off Mason and Main

Timeline:

- Months 18-22

Site Parking Total:

- 482 Stalls
 - -177 in the West Lot
 - - 6 old service yard



Phase 2.4: East Building Build Out

Description:

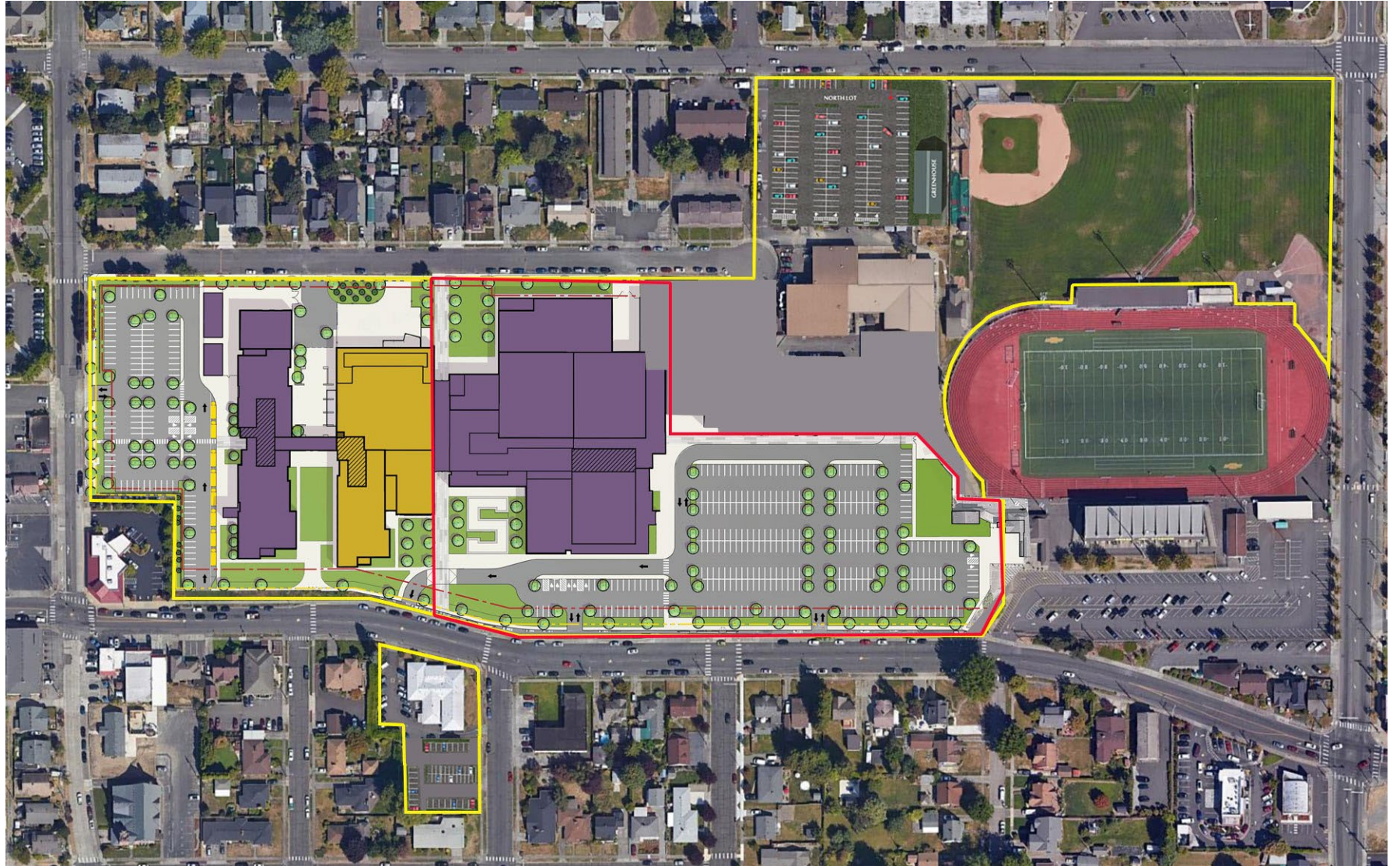
- Construct Administration, Special Services, Music, Arts, Auxiliary Gym, Main Gym, Locker Rooms and PAC
- Construct majority of the Main Lot
- Complete Interior Landscaping and Signage

Timeline:

- Months 18-38

Site Parking Total:

- 682 Stalls
 - +200 in Main Lot



Phase 2.5: Main Street ROW Work

Description:

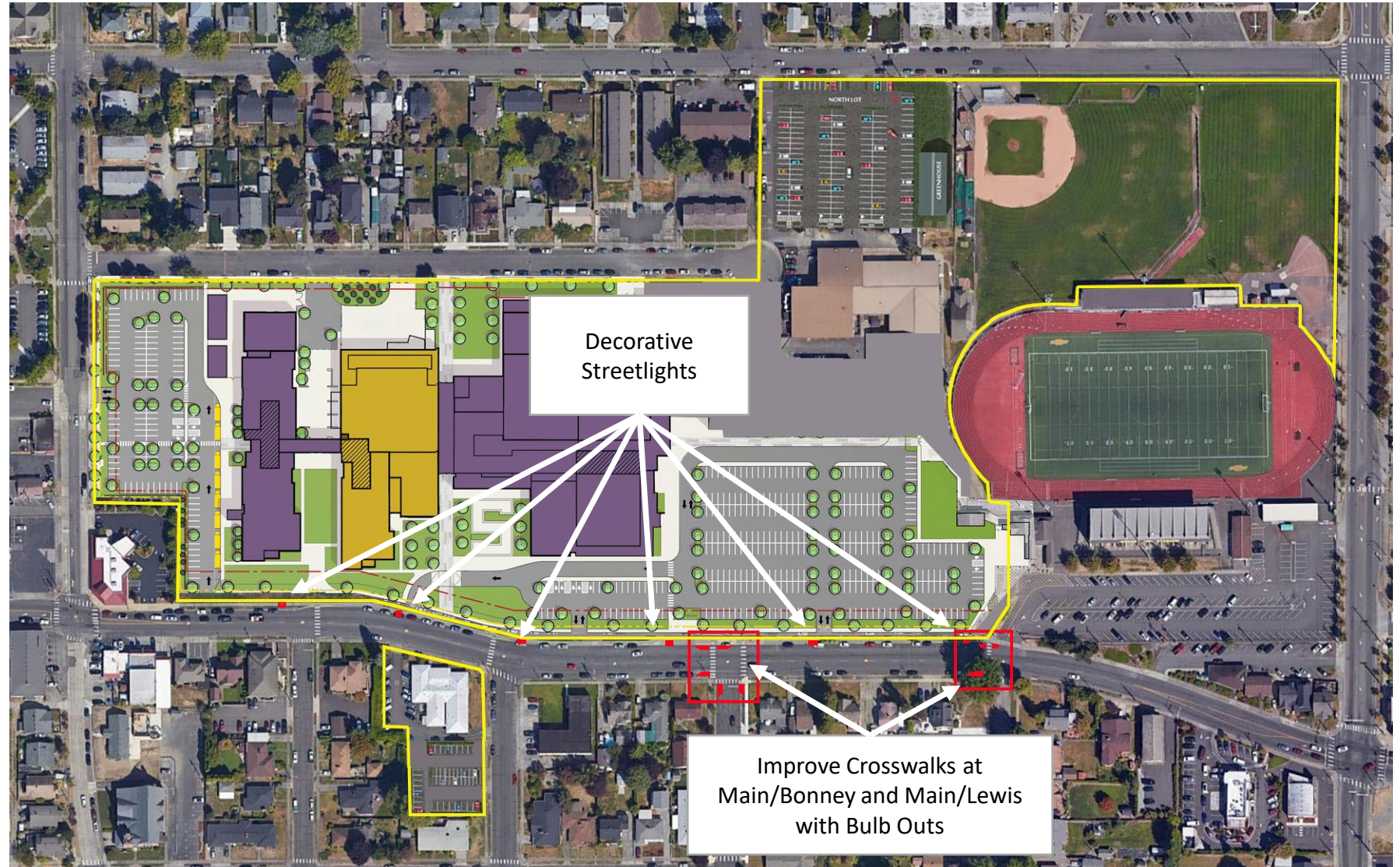
- Decorative streetlights Installed on Main
- Sidewalks completed on Main
- Power Poles removed
- Remaining crosswalk improvements on Main

Timeline:

- Months 32-38

Site Parking Total:

- 680 Stalls



Phase 2.6: Athletic Field Demolition

Description:

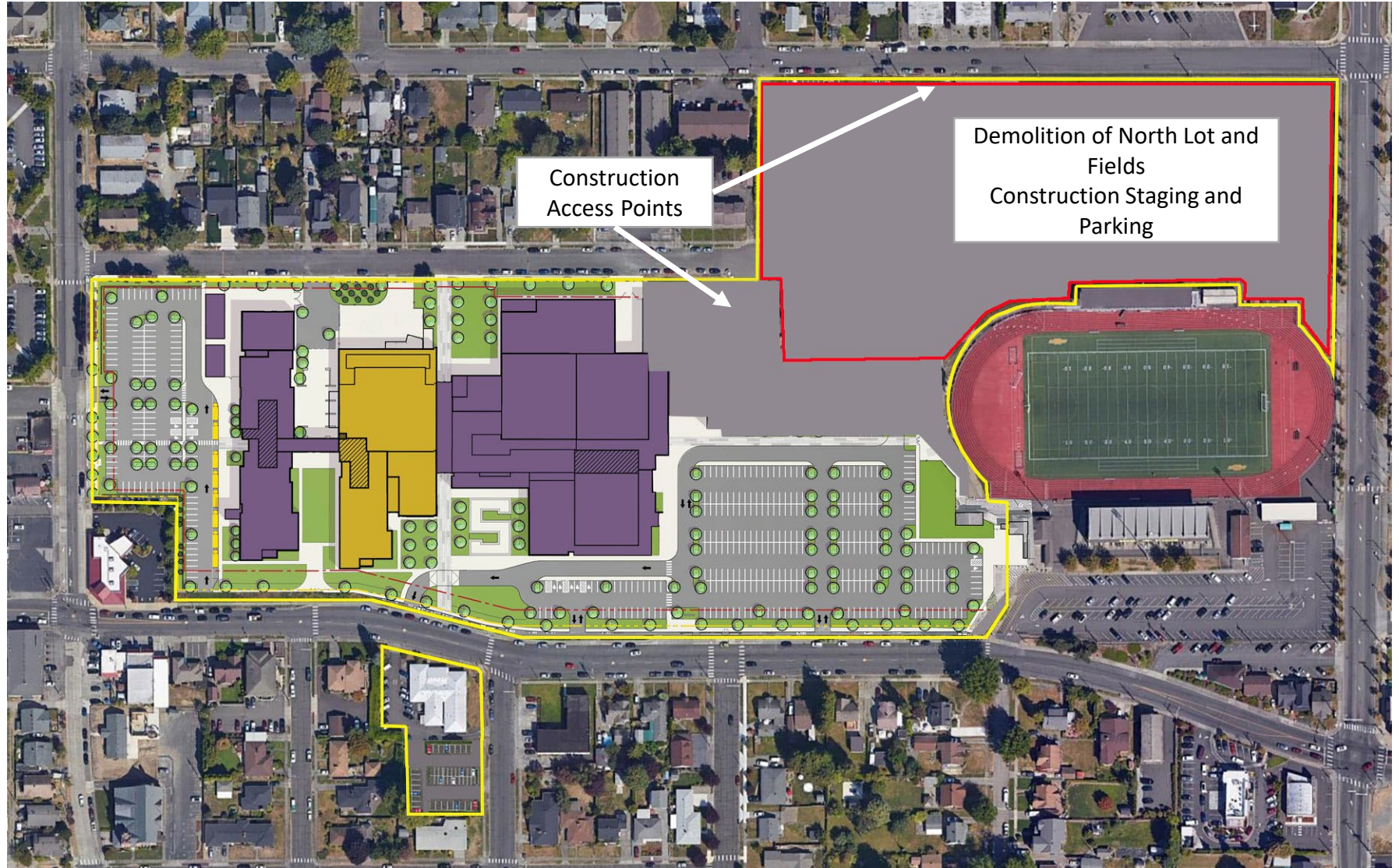
- Demolish Baseball Field, North Lot, and Remaining Structures
- Fence off Staging and Work areas using locking gates and chain link with black slats for screening
- Construction access off Mason and Washington

Timeline:

- Months 38-40

Site Parking Total:

- 523 Stalls
 - -157 in North Lot



Phase 2.7: Athletic Area Build Out

Description:

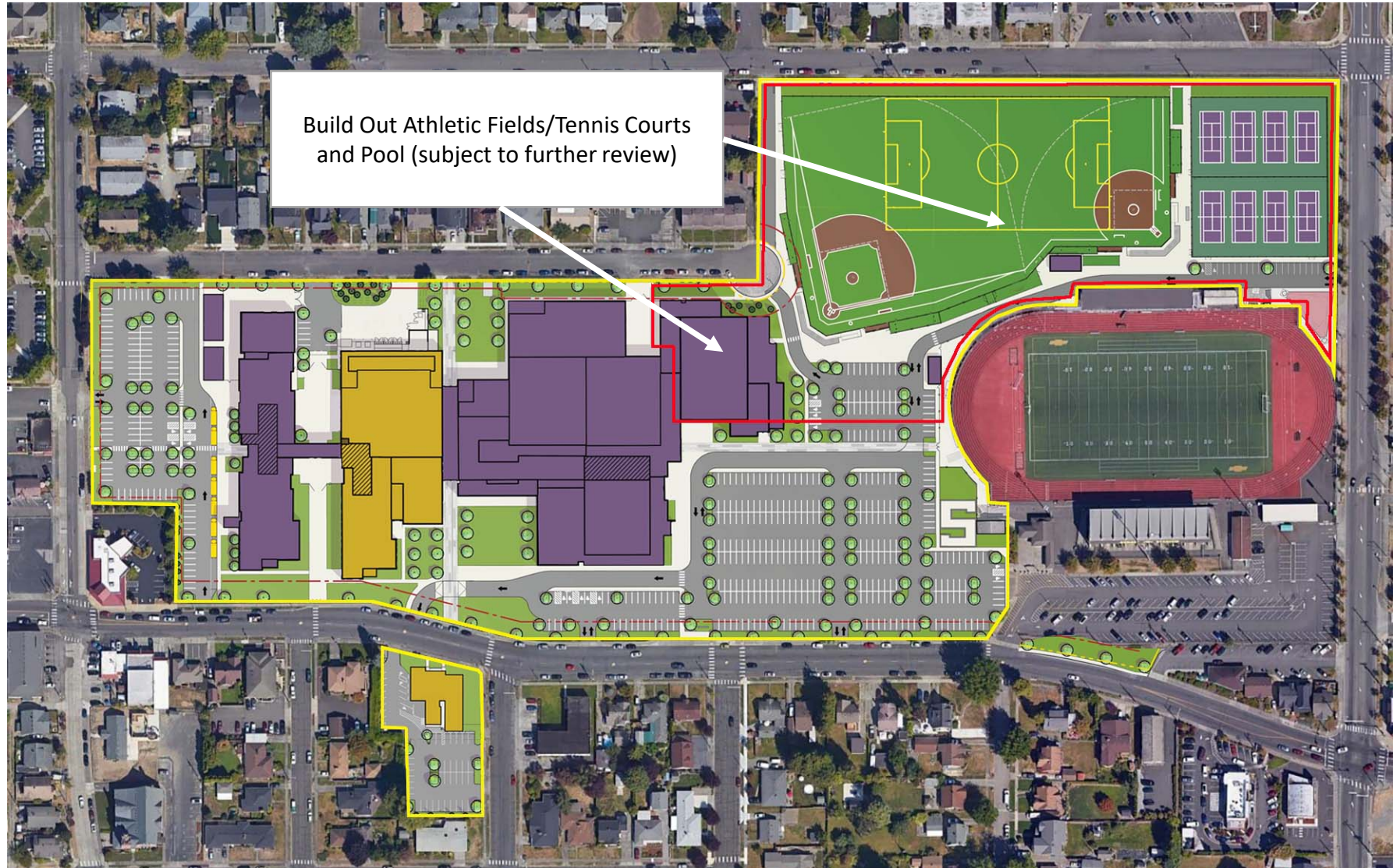
- New Multi-Use Field (Fast Pitch, Baseball and Tennis Courts with fencing, seating and parking)
- Field Lighting
- New Pool (subject to Steering Committee engagement and Board review)
- Main Lot completed
- Access to Valley Ave completed

Timeline:

- Months 40-46

Site Parking Total:

- 688 Stalls (Minimum)
 - +165 in Main Lot
 - +18 at Tennis Courts



Phase 2.8: Athletic Area ROW Improvements

Description:

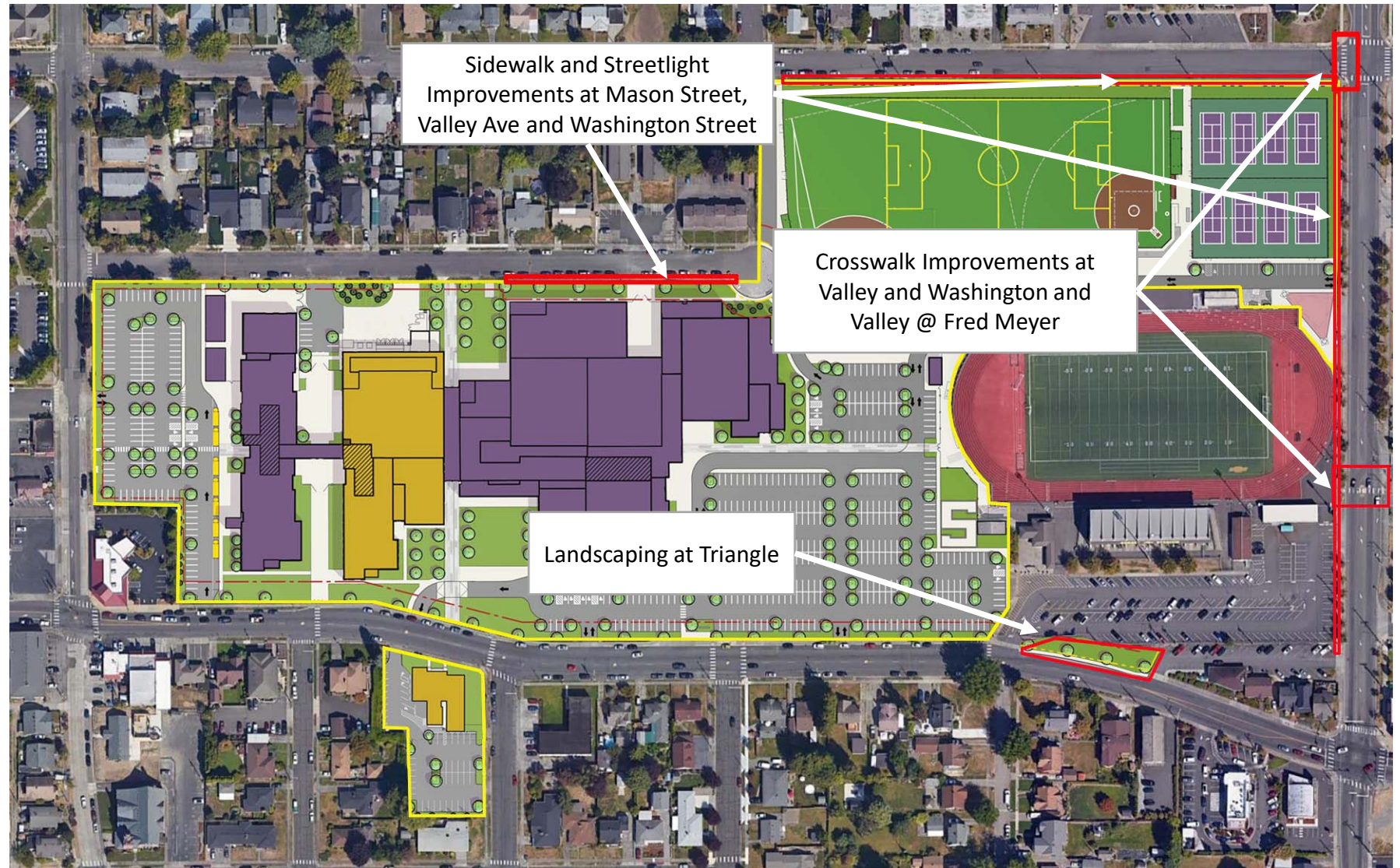
- Crosswalk Improvements on Valley Avenue
- Sidewalks at frontage on Washington Street and Valley Ave
- Street Lighting on Washington Street and Valley Ave

Timeline:

- Month 40-43

Site Parking Total:

- 688 Stalls



Phase 2.9: Master Plan Completed

Description:

- 1830 Students
- Complete Replacement of All Facilities except Sunset Stadium

Timeline:

- Month 46

Site Parking Total:

- 688 Stalls (minimum)

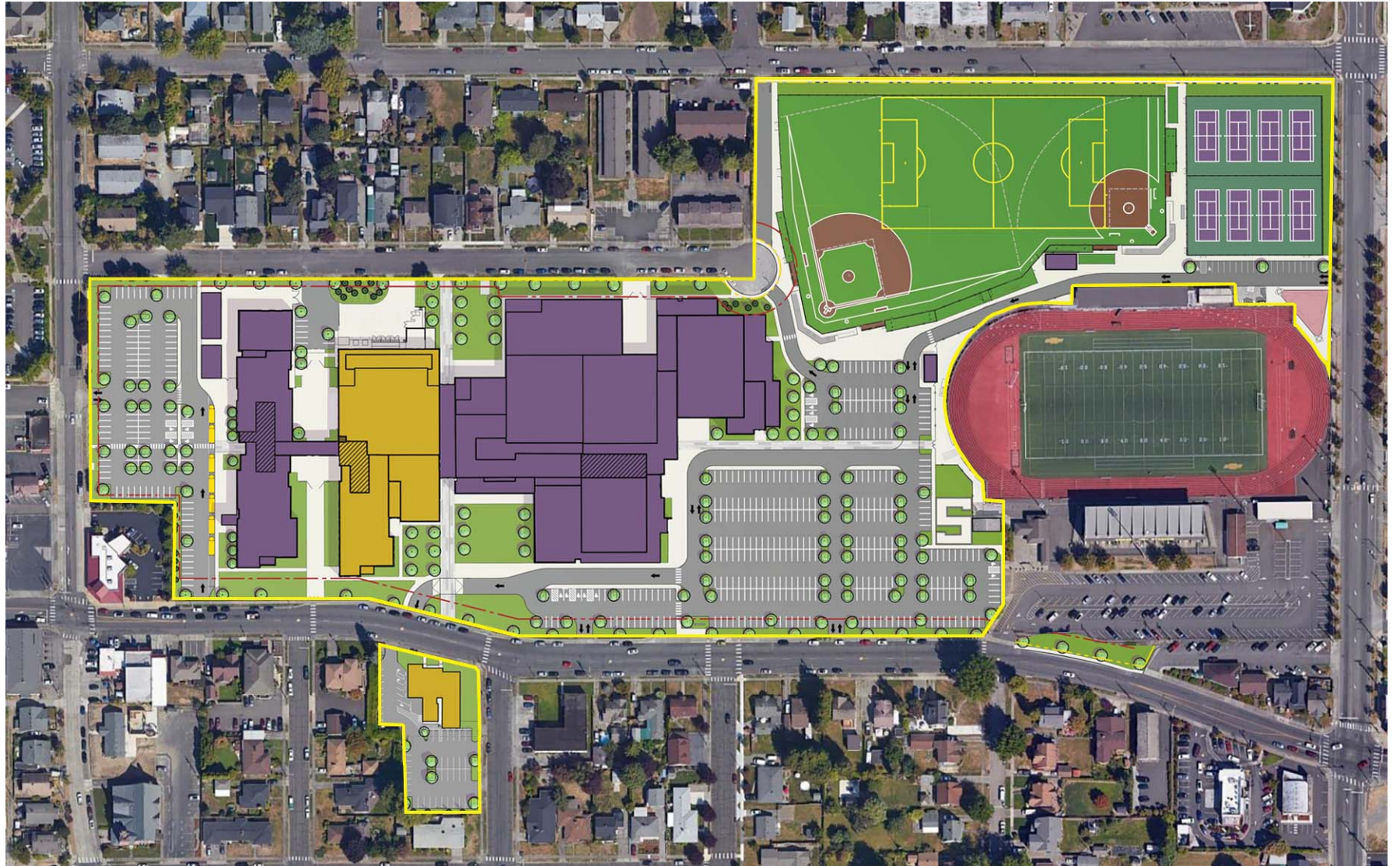


EXHIBIT 4

BUILDING HEIGHT ANALYSIS

EXHIBIT 4

Building Height Analysis (Based on SF Roof Area) **Sumner HS Modernization & Expansion**

02/01/21

prepared by BLRB Architects

MAIN BUILDING		Under 30' SMC Max. Height (1)		Between 31-50' per SMC Exception (2)		Exceeds Current SMC 50' Limit (3)		TOTALS
Building Area		≤20' Height	≤28' Height	30' to 36'	36' to 46'	50' to 56'	56' to 60'	
Phase 1	SF Roof Area	1,820	4,720	24,858	11,428	2,648(4)	100(4)	45,574
	Percent of Phase 1 RA	4.0%	10.4%	54.5%	25.1%	5.8%	0.2%	100%
Phase 2 West	SF Roof Area	-	4,920	-	30,678	3,616(4)	100(4)	39,314
	Percent of Phase 2 West RA	0.0%	12.5%	0.0%	78.0%	9.2%	0.3%	100%
Phase 2 East	SF Roof Area	25,207	31,900	57,392	14,540(4)	-	3550 (5)	132,589
	Percent of Phase 2 East RA	19.0%	24.1%	43.3%	11.0%	0.0%	2.7%	100%
Total MAIN BUILDING	SF Roof Area	27,027	41,540	82,250	56,646	6,264	3,750	217,477
	Percent of Total RA	12.4%	19.1%	37.8%	26.0%	2.9%	1.7%	100%

SUPPORT BUILDINGS		Under 30' SMC Max. Height		Between 31-50' per SMC Exception (2)		Exceeds Current SMC 50' Limit (3)		TOTALS
Building Area		≤20' Height	≤28' Height	30' to 36'	36' to 46'	50' to 56'	56' to 60'	
Greenhouse	SF Roof Area	2,100	-	-	-	-	-	2,100
Animal Science	SF Roof Area	1,500	-	-	-	-	-	1,500
Concessions/Restrooms	SF Roof Area	1,000	-	-	-	-	-	1,000
Total Support Buildings	SF Roof Area	4,600	-	-	-	-	-	4,600

Notes: Height groupings per Sumner Municipal Code (SMC), Zone LDR-12 and MDR

(1) LDR/SMC 18.12.070H: Maximum Height 30'; MDR/SMC18.14.070: Maximum Height 35'

(2) SMC 18.12.080L: Allows Height Exception for Schools to 50'

(3) SMC 18.20.020E: Allows Height Exception under Development Agreement

(4) SMC 18.32.020A: Elevator and Mechanical Room Enclosures and Mechanical Vents not subject to height limit.

(5) Performing Arts Center Fly Loft

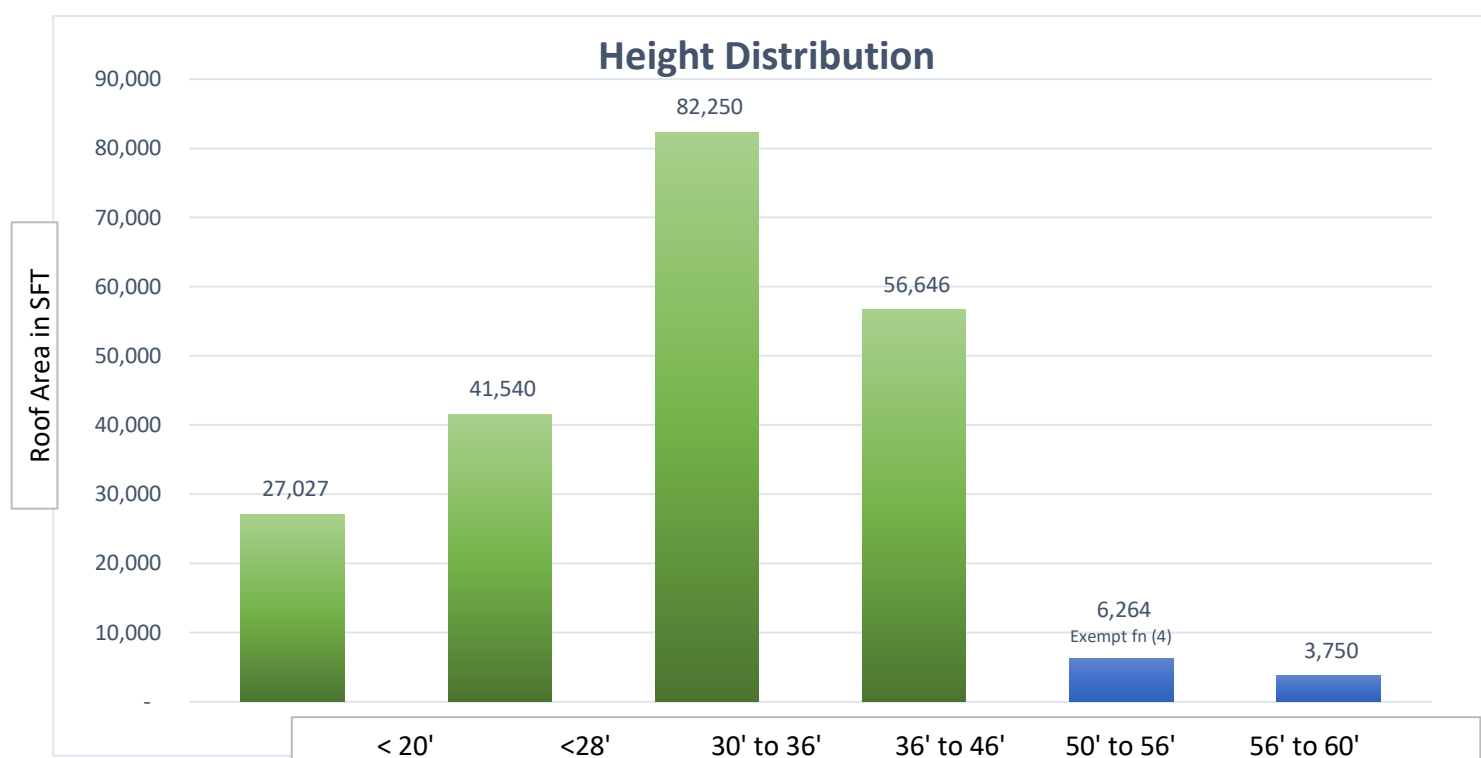
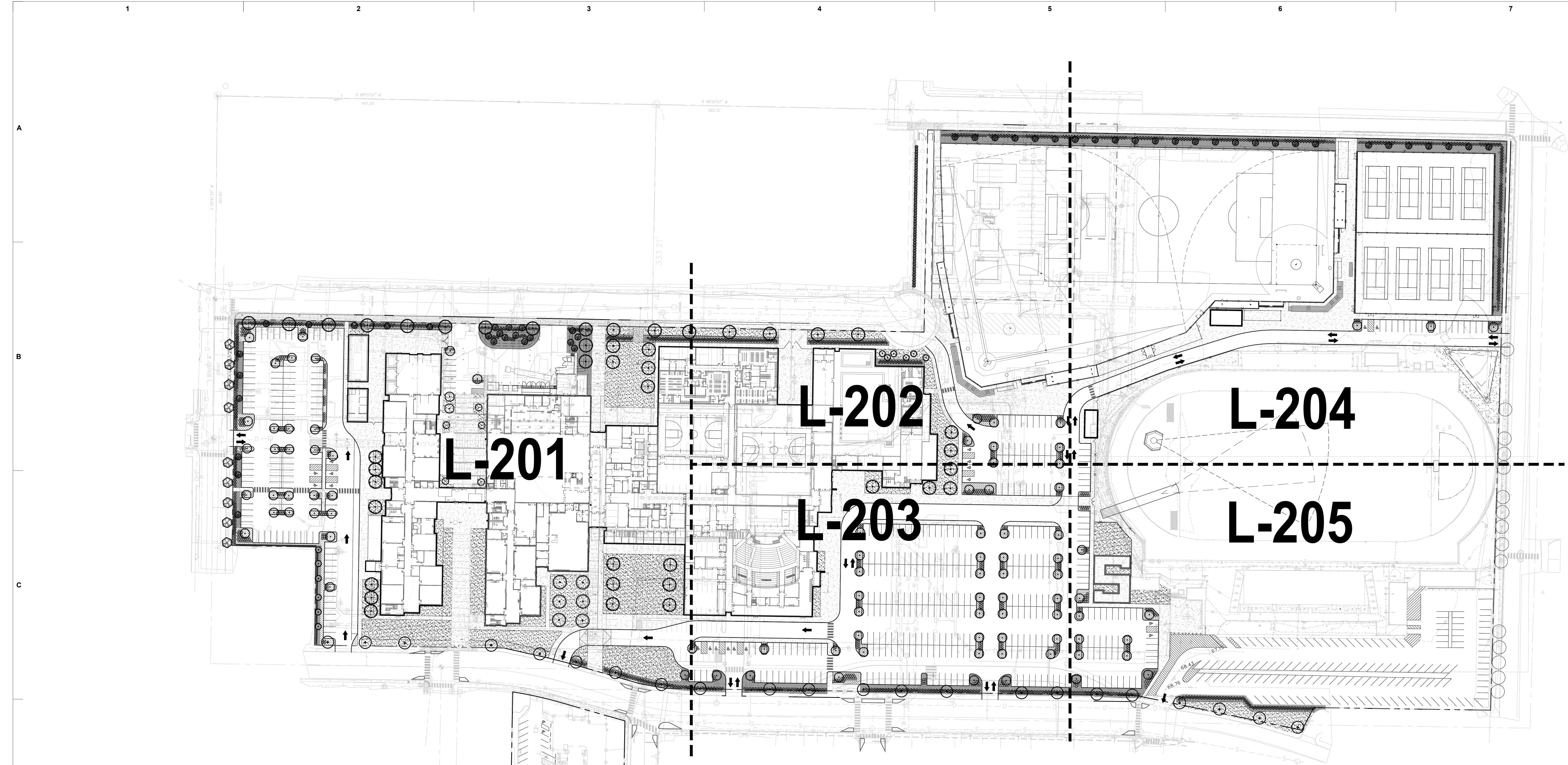


EXHIBIT 5

LANDSCAPE PLAN

EXHIBIT 5

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PLANT SCHEDULE

(LEGEND SHOWN AT 1"=20'-0" SCALE)

SYMBOL	BOTANICAL/COMMON NAME	SIZE/CONDITION/REMARKS
--------	-----------------------	------------------------

DECIDUOUS TREES

	ACER X FREEMANII 'JEFFERSRED' AUTUMN BLAZE MAPLE	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	ACER X FREEMANII 'ARMSTRONG' FREEMAN MAPLE	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	ULMUS X 'FRONTIER' FRONTIER ELM	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	GINKGO BILOBA 'PRINCETON SENTRY' PRINCETON SENTRY GINKGO	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	CARPINUS CAROLINIANA AMERICAN HORNBEAM	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.
	CORNUS FLORIDA 'EDDIE'S WHITE WONDER' EDDIE'S WHITE WONDER DOGWOOD	3" CALIPER 14'-16" HT., WELL BRANCHED ABOVE 6'; MATCHED, B&B.

EVERGREEN TREES

	THUJA PLICATA 'HOGAN' HOGAN CEDAR	10' HT., FULL & BUSHY TO BASE, B&B
--	--------------------------------------	------------------------------------

SHRUBS AND GRASSES

	CORNUS STOLONIFERA 'KELSEY' KELSEY DOGWOOD	MIN. 24"-30" Ht. AND SPREAD, FULL AND BUSHY, SPACING AS SHOWN ON PLAN.
	VIBURNUM DAVIDII DAVID VIBURNUM	MIN. 24"-30" HT. AND SPREAD, FULL AND BUSHY, SPACING AS SHOWN ON PLAN.
	SPIRAEA JAPONICA 'ANTHONY WATERER' JAPANESE SPIRAEA	MIN. 24"-30" HT. AND SPREAD, FULL AND BUSHY, SPACING AS SHOWN ON PLAN.
	MAHONIA AQUIFOLIUM 'COMPACTA' COMPACT OREGON GRAPE	MIN. 24"-30" HT. AND SPREAD, FULL AND BUSHY, SPACING AS SHOWN ON PLAN.
	SPIRAEA BETULIFOLIA 'TOR' BIRCHLEAF SPIRAEA	MIN. 24"-30" HT. AND SPREAD, FULL AND BUSHY, SPACING AS SHOWN ON PLAN.

GROUNDCOVER

	ARCTOSTAPHYLOS UVA-URSII KINKKINNICK	1 GAL. POTS MIN., FULL AND BUSHY, 18" OC TRIANGULAR SPACING, START FIRST ROW 8" FROM EDGE OF PLANTING
	EUONYMUS FORTUNEI 'COLORATUS' WINTER CREEPER EUONYMUS	1 GAL. POTS MIN., FULL AND BUSHY, 18" OC TRIANGULAR SPACING, START FIRST ROW 8" FROM EDGE OF PLANTING
	NATIVE GROUNDCOVER MIX 33% POLYSTICHUM MUNITUM WESTERN SWORD FERN 33% CAULOTHEA SHALLOON SALAL 33% MAHONIA REPENS CREEPING MAHONIA	1 GAL. POTS MIN., @ 18" O.C. SPACING, FULL & BUSHY, TRIANGULAR SPACING, START FIRST ROW 8" FROM PLANTING AREA.
	SEEDED LAWN W/ IMPORT TOPSOIL	SEE SPECIFICATIONS

GENERAL NOTES:

- ALL NEW LANDSCAPE AREAS ARE TO BE WATERED WITH AN AUTOMATIC WATER CONSERVING IRRIGATION SYSTEM.
- MULCH ALL SHRUB AND GROUNDCOVER AREAS WITH A MINIMUM 2" DEPTH OF SPECIFIED MULCH.
- WHERE GROUNDCOVER IS SHOWN, IT SHALL BE PLANTED AT THE SPECIFIED SPACING THROUGHOUT THE BED, INCLUDING AREAS UNDERNEATH TREES AND SHRUBS, START FIRST ROW 12" FROM EDGE OF BED.
- REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

DRAWING REVISIONS

Date	Description
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PHASE 2 LANDSCAPE PLAN

MASTER PLAN FULL BUILD-OUT



SUMNER HIGH SCHOOL
Modernization and Expansion
1707 Main St.
Sumner, WA 98390

BLRB architects

TACOMA	SPOKANE	PORTLAND	BEND
1250 Pacific Ave Suite 700 WA 98402 253.627.6599	505 W. Riverside Suite 500 WA 98201 509.252.5080	621 SW Morrison St. Suite 550 OR 97205 503.595.0270	404 SW Columbia Suite 120 OR 97102 541.330.6506

Drawing Title:
**OVERALL PLANTING PLAN,
LEGEND, & NOTES**

Date : 04/27/2021	Drawn By : TY, WS
Revised :	Project No. 19.16
Stamp	Sheet No.

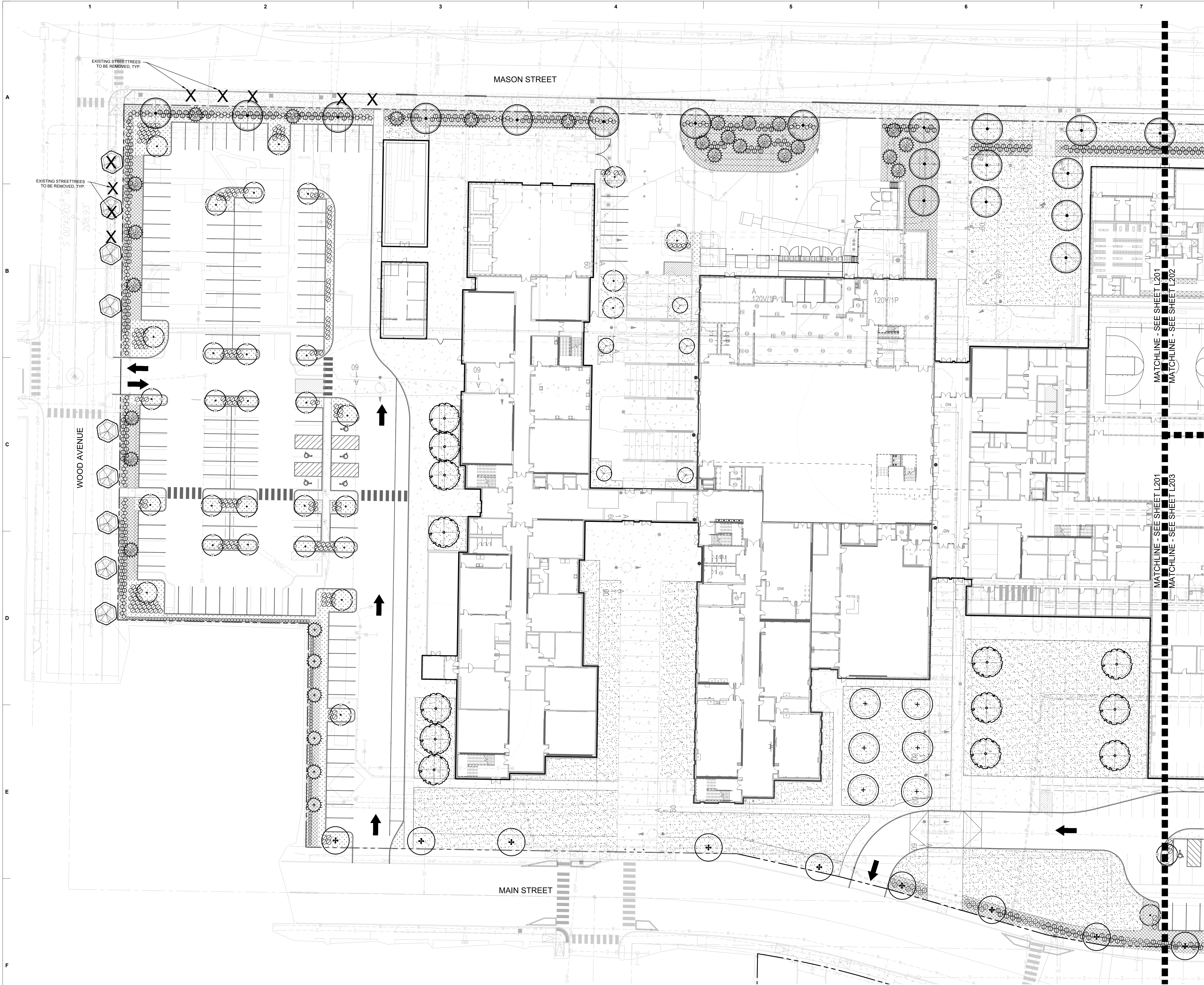


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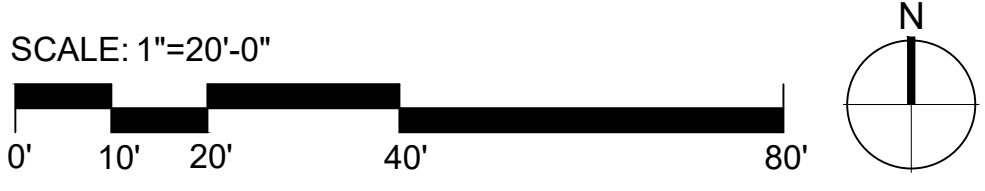
WEISMANDESIGNGROUP

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MASTER PLAN FULL BUILD-OUT

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1250 Pacific Ave Suite 700 WA 98402 253 657 6599	505 W Riverside Suite 500 WA 98201 509 252 5080	621 SW Morrison St. Suite 550 OR 97205 503 595 0270	404 SW Columbia Suite 120 OR 97102 541 330 6506
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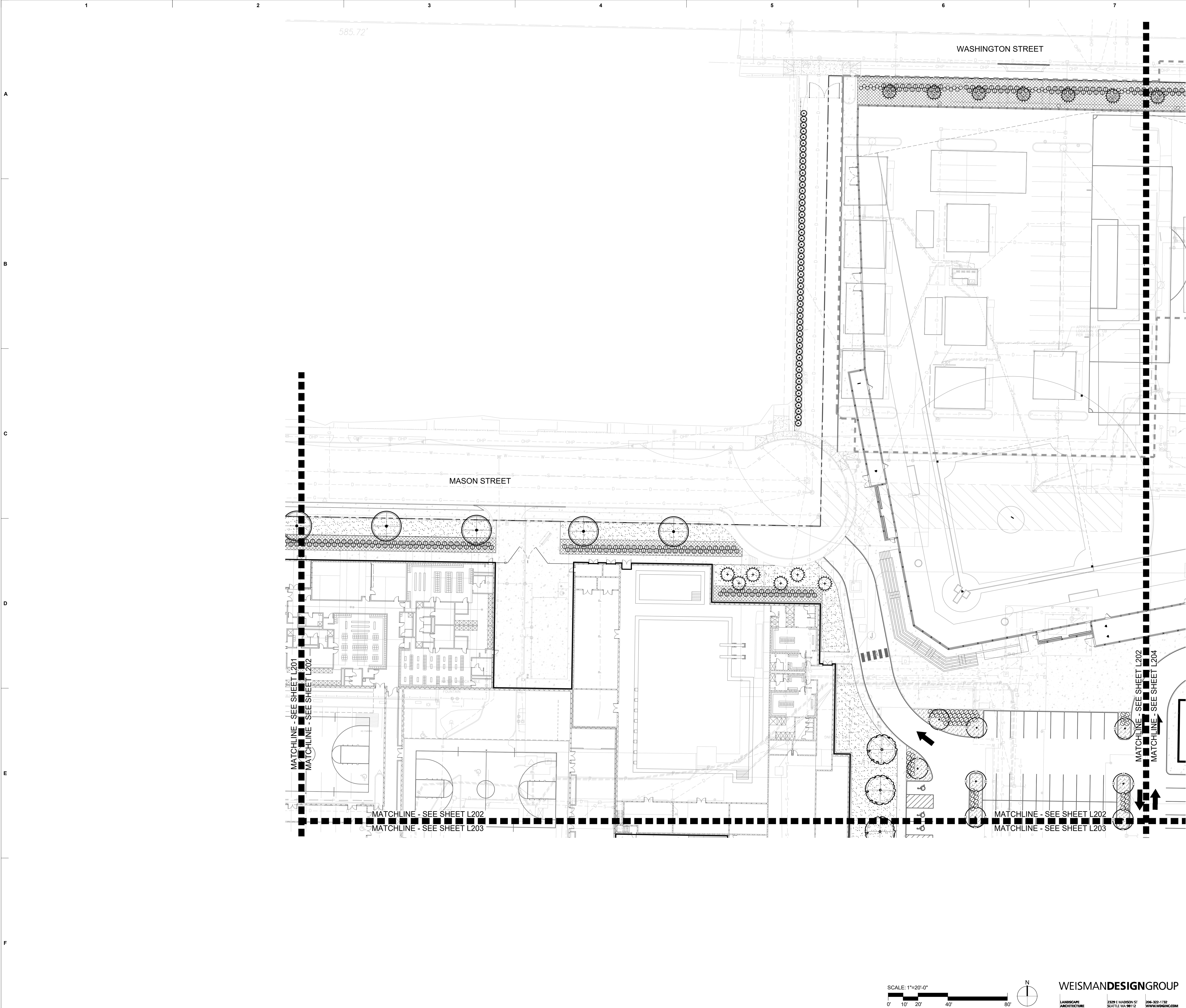
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ENLARGEMENT**

Date : 04/27/2021	Drawn By : TY, WS
Revised :	Project No. 19.16
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MASTER PLAN FULL BUILD-OUT

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Suite 700
WA 98402
253 657 6599

505 W Riverside
Suite 500
WA 98201
509 252 5080

621 SW Morrison St
Suite 150
OR 97205
503 595 0270

404 SW Columbia
Suite 120
OR 97102
541 330 6506

Drawing Title:

PLANTING PLAN
ENLARGEMENT

Date : 04/27/2021

Revised :

Stamp

Drawn By : TY, WS

Project No. 19.16

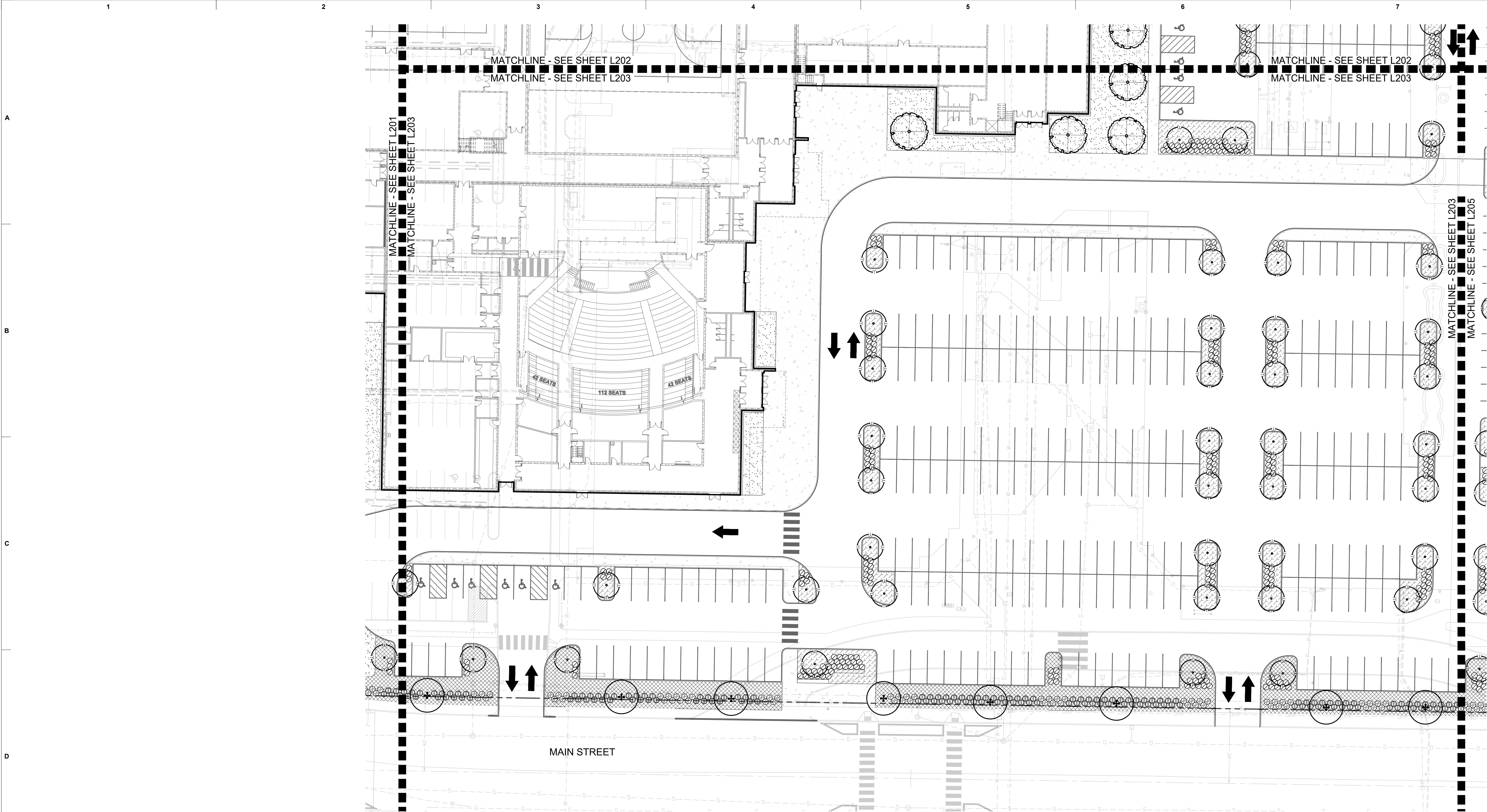
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Page 72 of 118



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Date	Description
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PHASE 2 LANDSCAPE PLAN

MASTER PLAN FULL BUILD-OUT



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Drawing Title:

PLANTING PLAN
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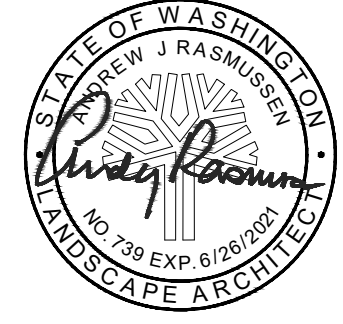
Date : 04/27/2021

Drawn By : TY, WS

Revised :

Project No. 19.16

Stamp

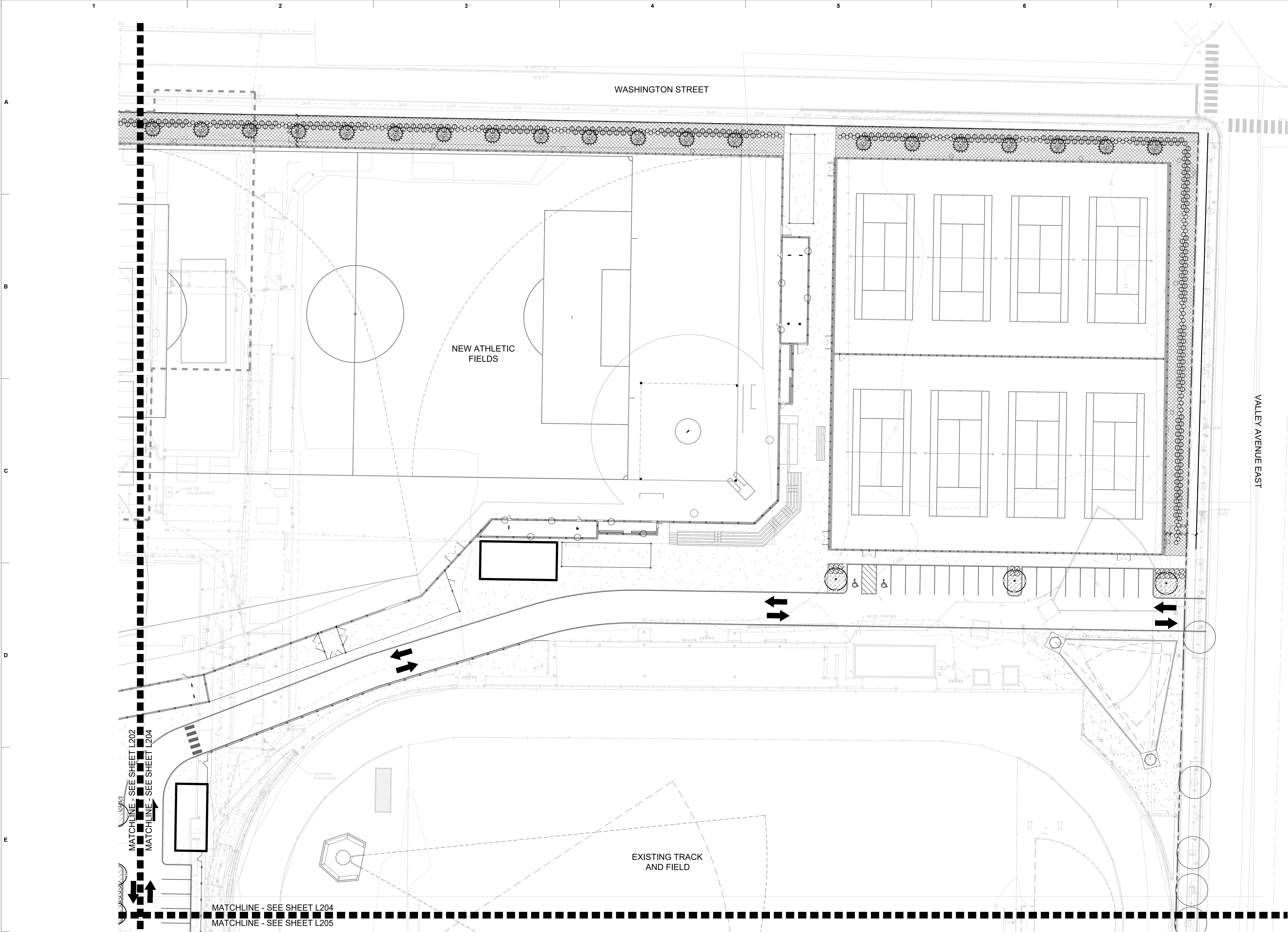


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PHASE 2 LANDSCAPE PLAN
MASTER PLAN FULL BUILD-OUT

SUMNER HIGH SCHOOL
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1707 Main St.
Sumner, WA 98390

BLRB Architects

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1250 Pacific Ave Suite 700 WA 98402 253.627.6599 505 W Riverside Suite 500 WA 98201 509.252.5080 621 SW Morrison St Suite 550 OR 97205 503.595.0270 404 SW Columbia Suite 120 OR 97102 541.330.6506

Drawing Title:

**PLANTING PLAN
ENLARGEMENT**

Date : 04/27/2021 Drawn By : TY, WS

Revised : Project No. 19.16

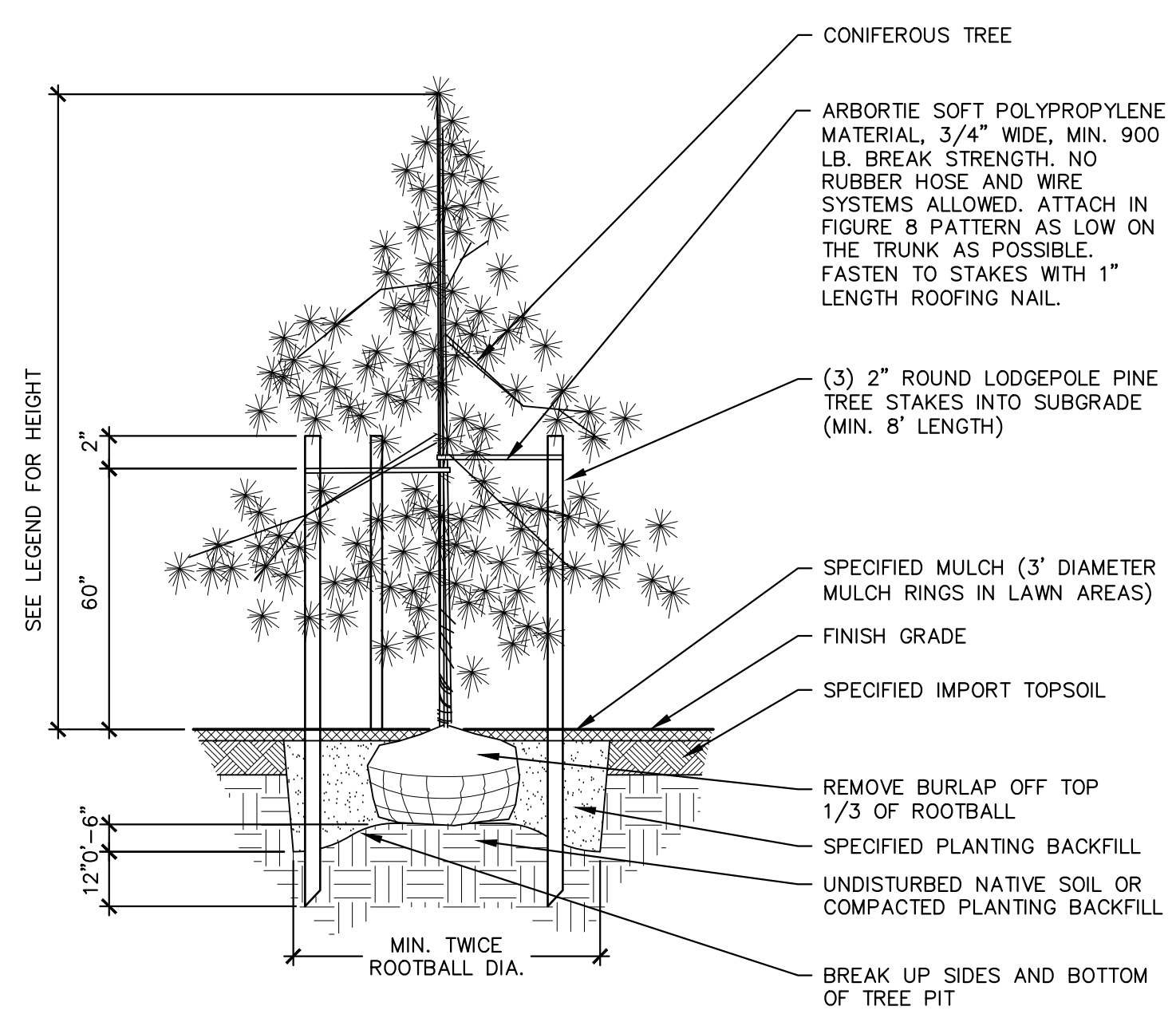
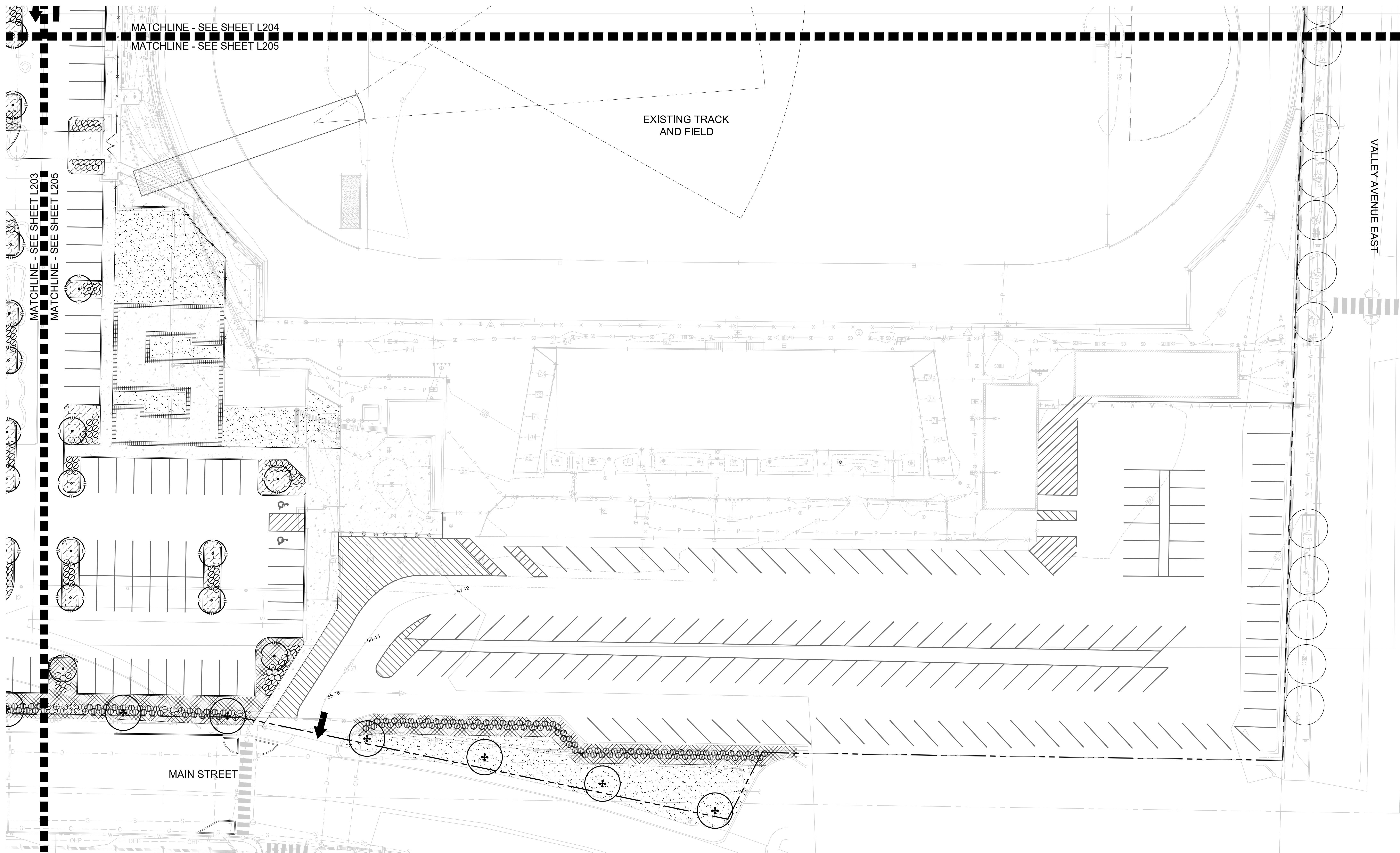
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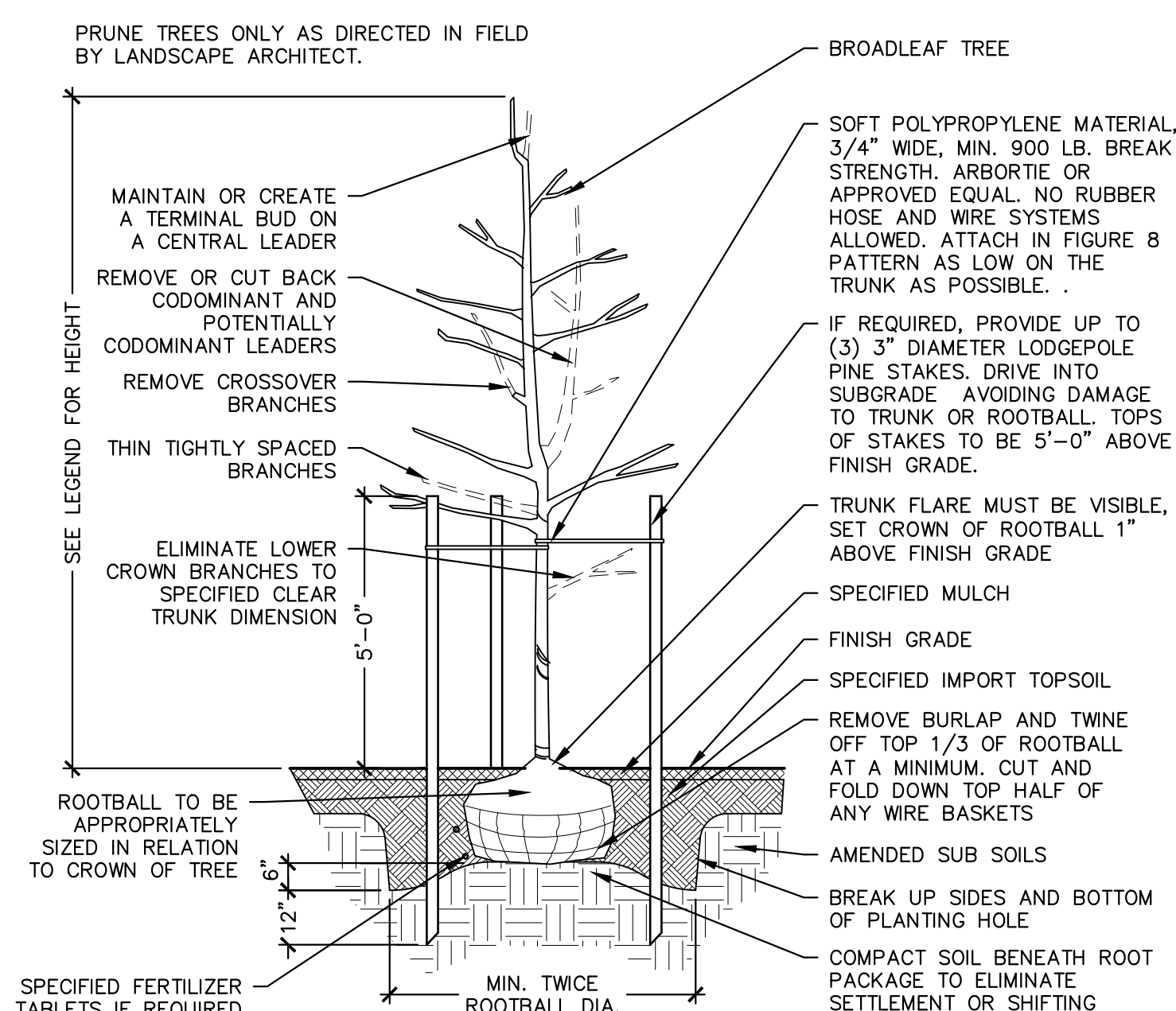


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2329 1 MADISON ST SEATTLE WA 98112 206.323.1782 WWW.WDGN.COM

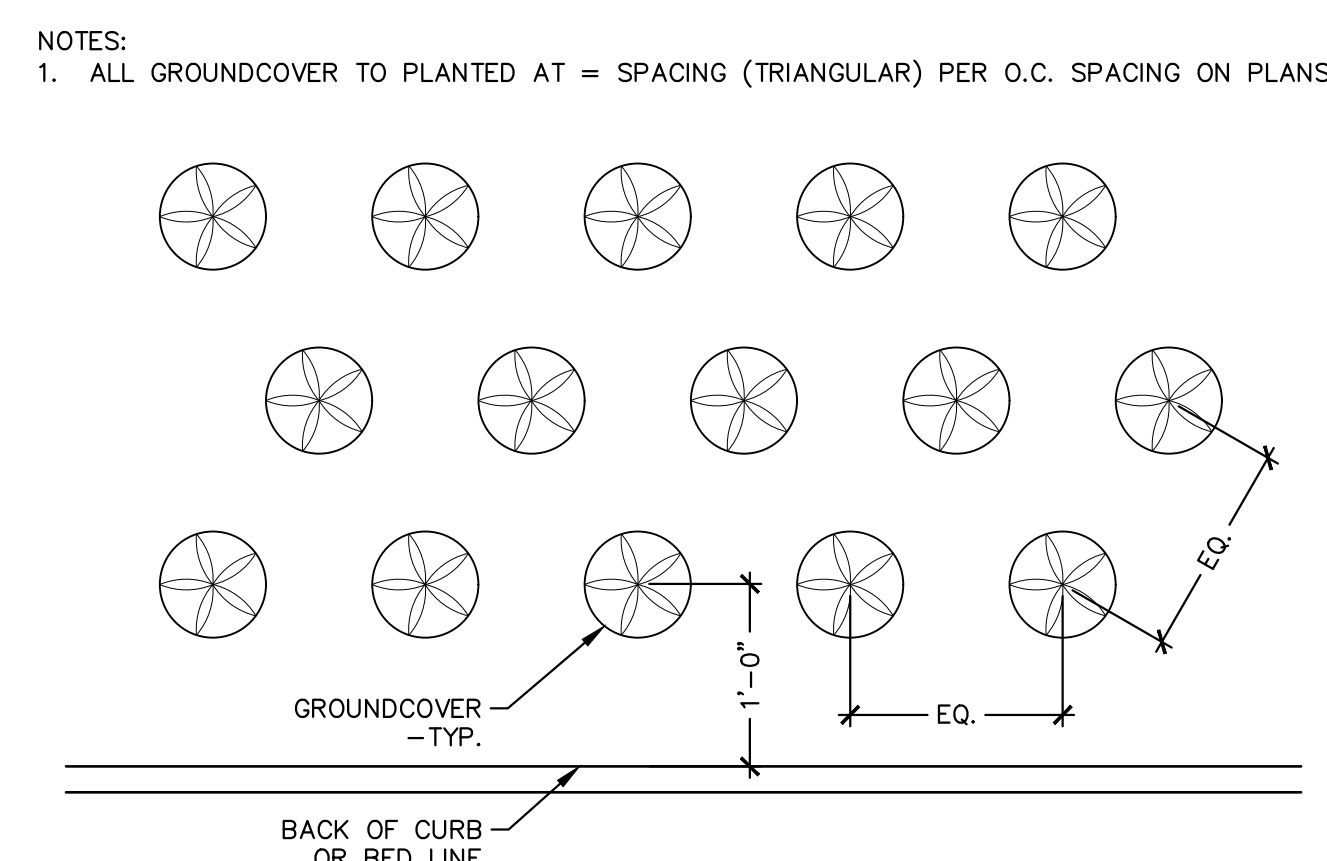




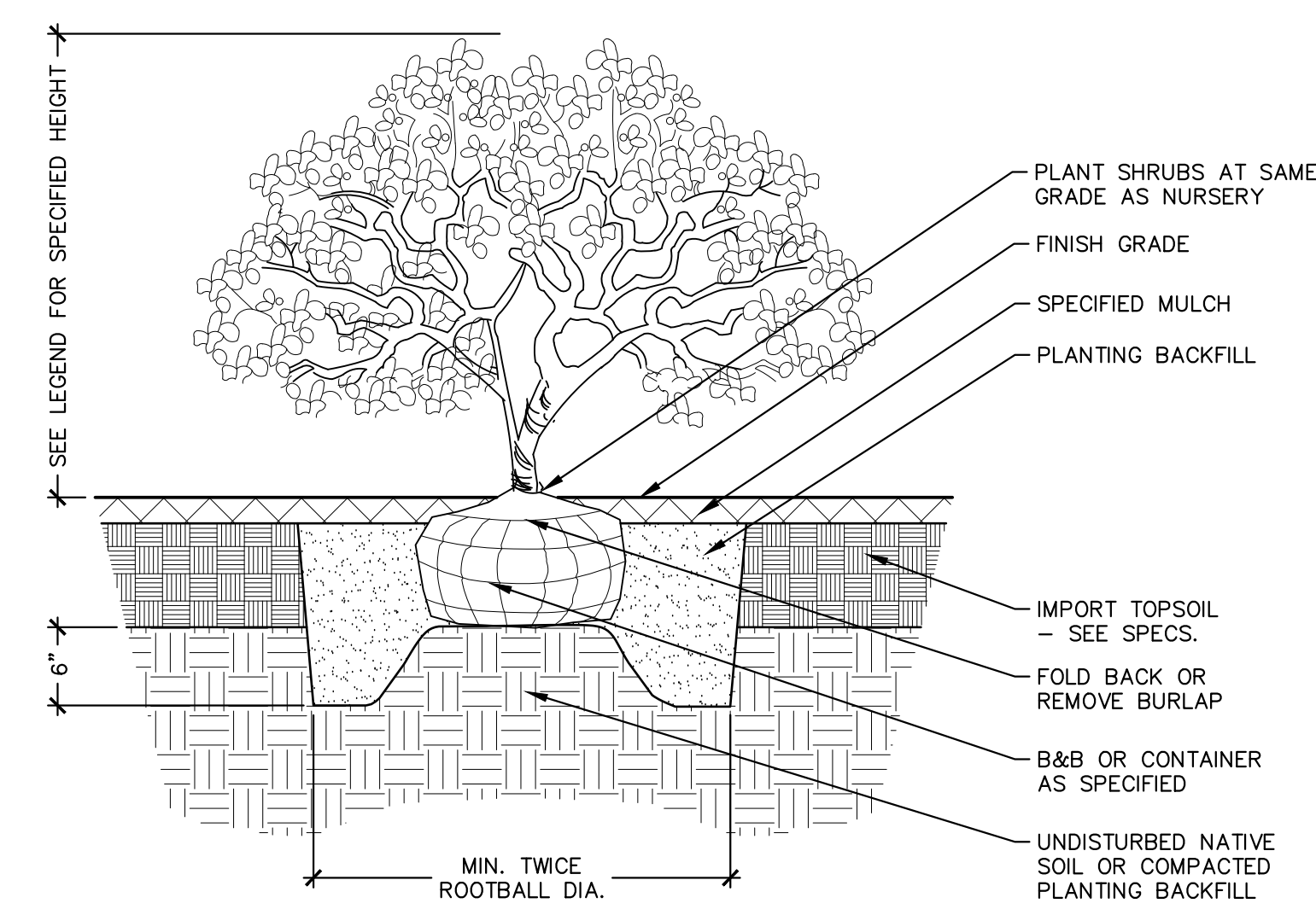
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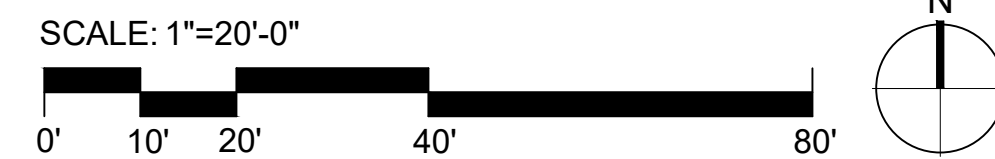
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3 GROUNDCOVER PLANTING NTS



4 SHRUB PLANTING NTS



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SEATTLE WA 98112
206-323-1782
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Date	Description
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PHASE 2 LANDSCAPE PLAN MASTER PLAN FULL BUILD-OUT

**SUMNER HIGH SCHOOL
Modernization and Expansion**
1707 Main St.
Sumner, WA 98390

BLRB architects
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1250 Pacific Ave Suite 700 WA 98402 253 657 8599
505 W Riverside Suite 500 WA 98201 509 252 5080
621 SW Morrison St Suite 150 OR 97205 503 595 0270
404 SW Columbia Suite 100 OR 97702 541 330 6506

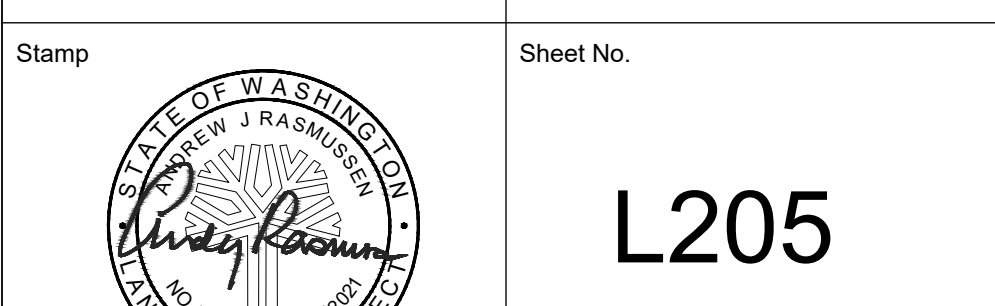
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ENLARGEMENT**

Date: 04/27/2021

Revised: Project No. 19_16

Stamp: Sheet No.



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EXHIBIT 6

SIGNAGE PLAN

EXHIBIT 6

EXTERIOR SIGNAGE PLAN
SUMNER HIGH SCHOOL MASTER PLAN

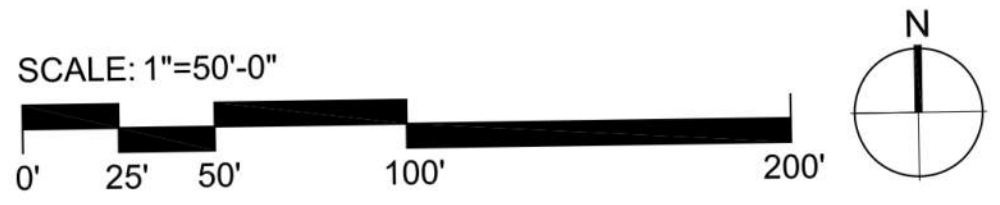
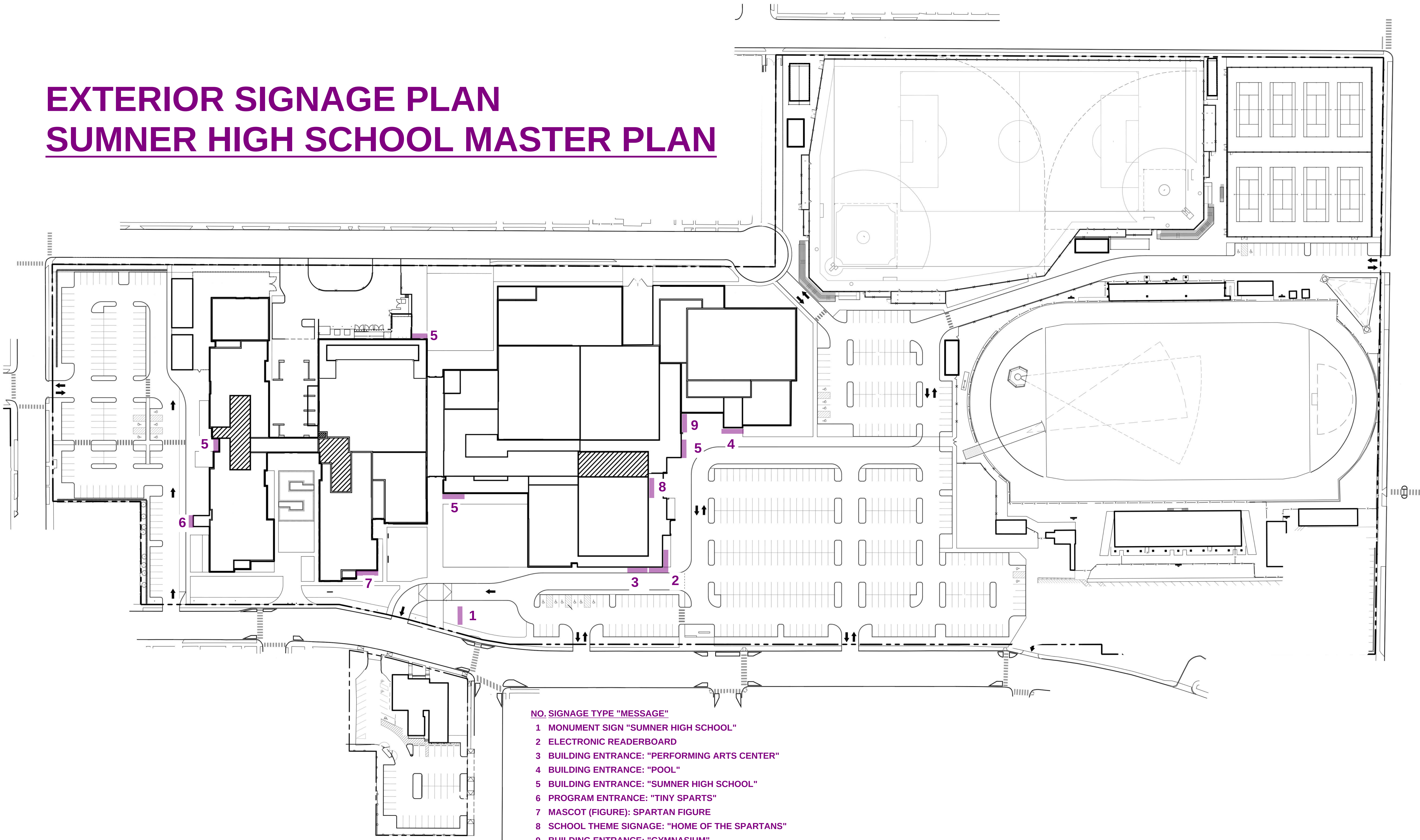


EXHIBIT 7

SIGNAGE DESCRIPTION

EXHIBIT 7

Sumner High School Modernization and Expansion Project: Master Plan

Proposed Signage Descriptions and Representative Samples

DESCRIPTION	MAXIMUM SIZE (Length x Height)
Monument Sign (1): Double-sided, ground-mounted sign constructed of masonry and metal to include metal letters "Sumner" and salvaged masonry panels "High School"	16' x 5'
Electronic Readerboard (2): Messaging system located on building near Performing Arts Center. Message scroll at 8 or less revolutions per minute.	32' x 2.5'
Building Entrance "Performing Arts Center" (3): Building-mounted entrance identification signage of aluminum letters and mounting system.	24' x 16"
Building Entrance "Pool" (4): Building-mounted entrance identification signage of aluminum letters and mounting system.	6' x 16"
Building Entrance "Sumner High School" (5): Building-mounted entrance identification signage of aluminum letters and mounting system.	16' x 16"
Building Program Entrance "Tiny Sparts" (6): Building-mounted entrance identification signage of aluminum letters and mounting system.	10' x 12"
School Mascot (7): Building-Mounted supergraphic art depicting school mascot "Spartan" figure (78 sq. ft. net image area)	15' x 15'
School Spirit Theme Signage (8): such as "Home of the Spartans" in final theme to be determined	20' x 16"
Building Entrance "Gymnasium" (9): Building-mounted entrance identification signage of aluminum letters and mounting system.	12' x 16"
Athletic Scoreboards: Pre-manufactured electronic systems appropriate for varsity high school sports	24' x 8'



TYPE (1) at Main St. Entrance



TYPE (2) AND TYPE (3) at Performing Arts Center



TYPE (4) at Pool Entrance



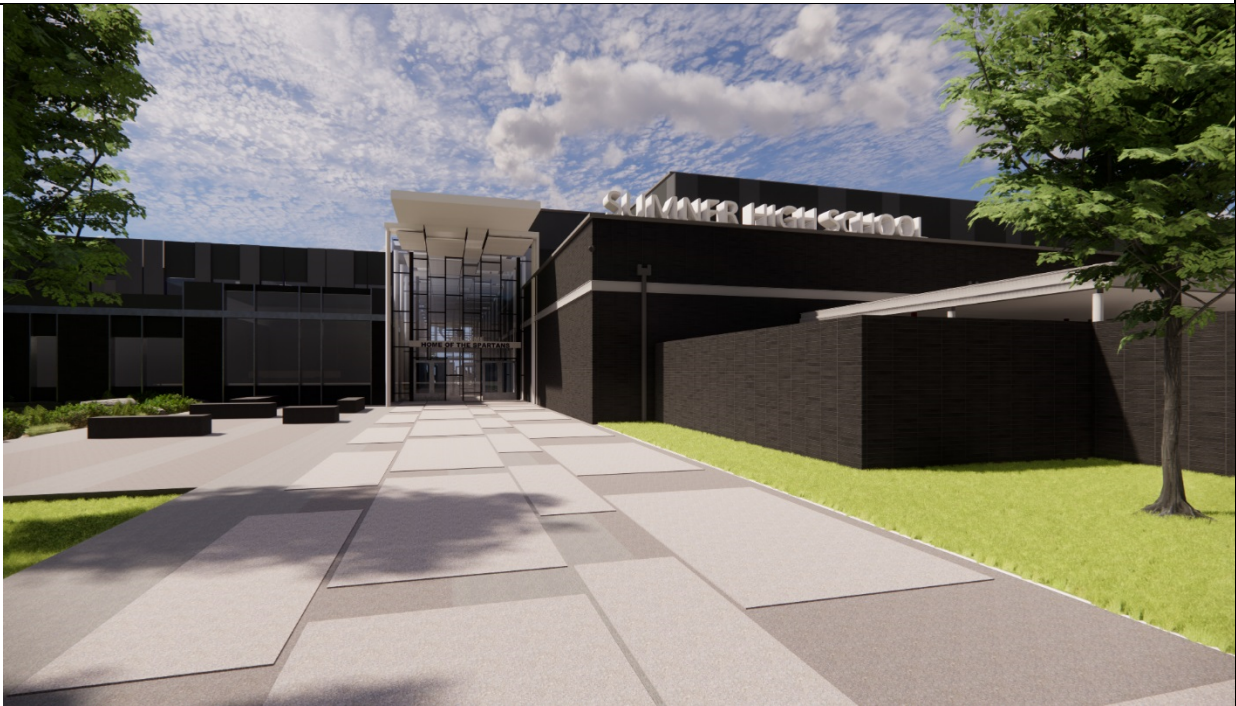
TYPE (6) at Child Development Laboratory



TYPE (5) at West Entrance



TYPE (5) at Main St. Entrance



TYPE (5) at Mason St. Entrance



TYPE (8), TYPE (5) and TYPE (9) at East Entrance

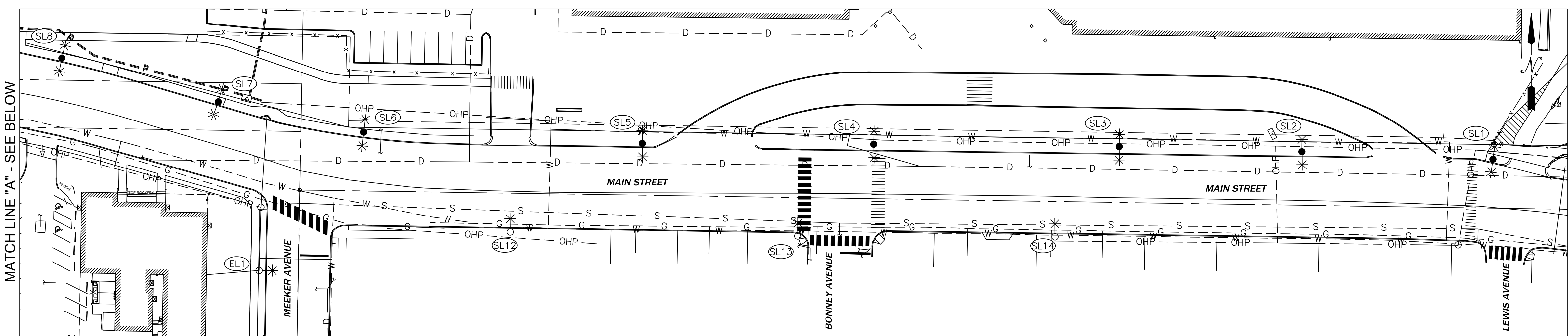


TYPE (7) at Main St. Entrance

EXHIBIT 8

PSE STREET LIGHTING PLAN

EXHIBIT 8



STREET LIGHT NOTES

POTELCO:

- ALL STREET LIGHTING POLES ARE TO BE INSTALLED PER STANDARD 6375.4800 (page #2) IN THE "LINE WORK PRACTICES MANUAL".
- ALL POLES (WOOD, CONCRETE OR FIBERGLASS) ARE TO BE SET PLUMB AND EMBEDDED TO THE GROUND LINE MARKED ON THE POLE.
- BACKFILL AROUND POLE WITH 5/8" MINUS GRAVEL AND COMPACT IN 6" LIFTS. (PEA GRAVEL AND NATIVE SOILS ARE NOT ACCEPTABLE.) APPROXIMATELY 1 CU. YD. OF 5/8" MINUS CRUSHED ROCK WILL BE REQUIRED.
- IN ALL SHOEBOX AND COBRAHEAD INSTALLATIONS, THE LUMINAIRE MUST BE LEVELED.

DEVELOPER/CUSTOMER:

- THE DEVELOPER IS REQUIRED TO SUPPLY AND INSTALL PLASTIC (NON PAPER) STREET LIGHT TUBES (MINIMUM 18" DIAMETER) TO AID IN THE INSTALLATION OF THE STREET LIGHTING POLES.
- DEVELOPER MUST SUPPLY DURABLE LID/COVER AT EACH STREET LIGHT TUBE.
- DEVELOPER TO PROVIDE ALL TRENCHING AND CONDUIT WITH PULL-STRINGS FOR STREET LIGHTING CIRCUITRY.
- CONDUIT SHALL BE SCH 40 PVC, CONDUIT CROSSING ROADWAYS OR DRIVEWAYS SHALL BE SCH 80 PVC.

STREET LIGHT TABLE - INSTALL

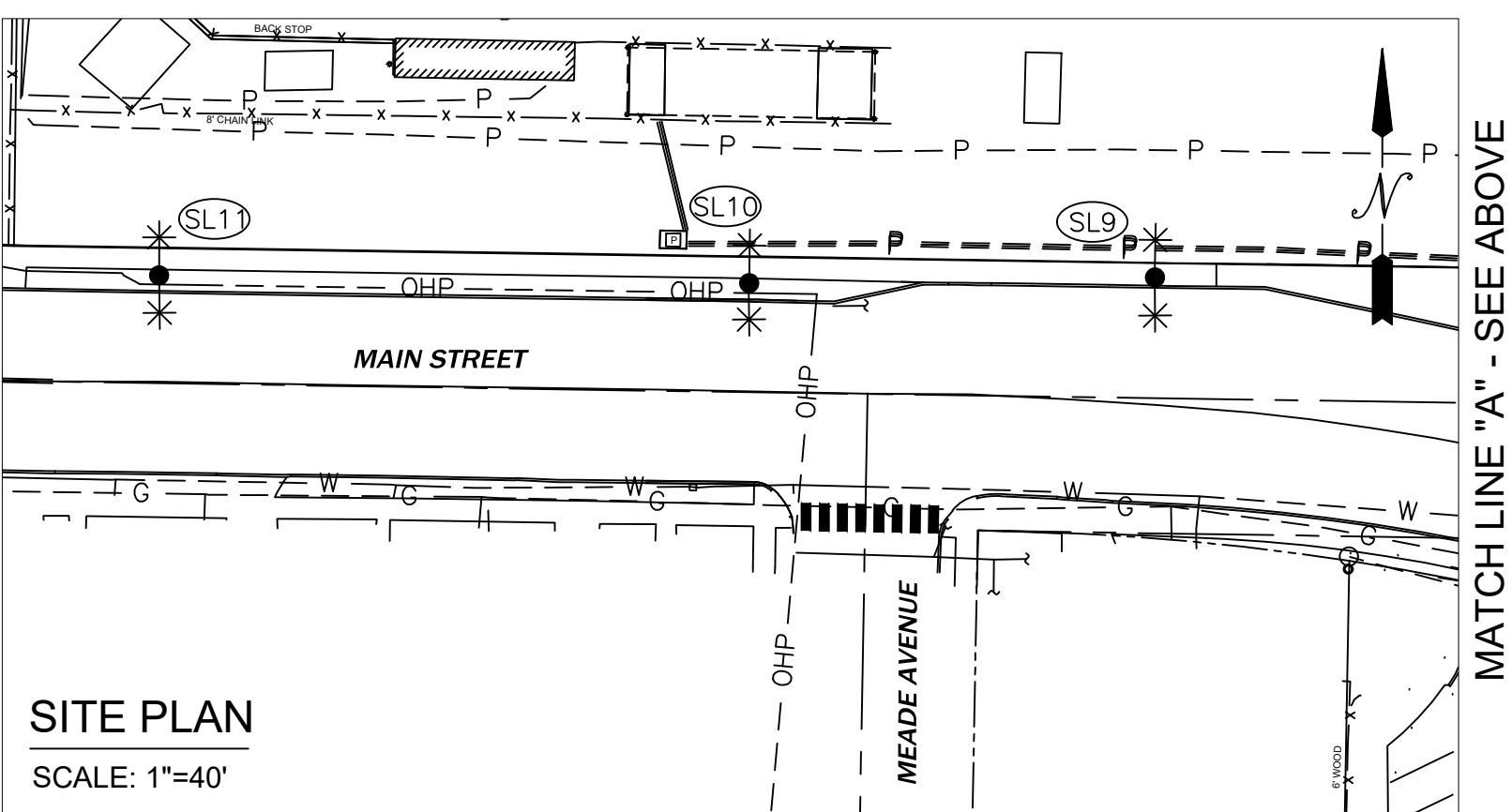
SITE #	POLE					LUMINAIRE		TUBE		POLE BASE TYPE (Direct Buried or Basemount)	WO # (INTOLIGHT)	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE	TUBE LENGTH	TUBE DIAMETER					
SL1	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	5'	24"	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2; COMBO POLE
				12'	KA16	75W	K118 LED GREEN							
SL2	TBD		KSS19FF-25	25'	8'-KA72-T-1		K205 LED GREEN	5'	24"	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2; COMBO POLE
				12'	KA16	75W	K118 LED GREEN							
SL3	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	5'	24"	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2; COMBO POLE
				12'	KA16	75W	K118 LED GREEN							
SL4	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	5'	24"	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2; COMBO POLE
				12'	KA16	75W	K118 LED GREEN							
SL5	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	5'	24"	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2; COMBO POLE
				12'	KA16	75W	K118 LED GREEN							
SL6	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	5'	24"	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2; COMBO POLE
				12'	KA16	75W	K118 LED GREEN							
SL7	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	5'	24"	4-BOLT FIX BASE	105089036	51	120/240	PHASE 1; COMBO POLE
				12'	KA16	75W	K118 LED GREEN							
SL8	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	5'	24"	4-BOLT FIX BASE	105089036	51	120/240	PHASE 1; COMBO POLE
				12'	KA16	75W	K118 LED GREEN							
SL9	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	5'	24"	4-BOLT FIX BASE	105089036	51	120/240	PHASE 1; COMBO POLE
				12'	KA16	75W	K118 LED GREEN							
SL10	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	5'	24"	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2; COMBO POLE
				12'	KA16	75W	K118 LED GREEN							
SL11	TBD		KSS19FF-25	25'	8'-KA72-T-1	100W	K205 LED GREEN	5'	24"	4-BOLT FIX BASE	105089036	51	120/240	PHASE 2; COMBO POLE
				12'	KA16	75W	K118 LED GREEN							

STREET LIGHT TABLE - CHANGEOUT

SITE #	POLE			LUMINAIRE			BILLING SCH.	WO #S	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	PREVIOUS LUMINAIRE	NEW LUMINAIRE	ARM LENGTH				
SL12	568657 156928	SLAK6650	EXIST WOOD	130 LED CHFL	39W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL13	568657 156945	SLAK6649	EXIST WOOD	130 LED CHFL	39W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL14	568656 156963	SLAJ9373	EXIST WOOD	130 LED CHFL	39W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2

STREET LIGHT TABLE - EXISTING LIGHTS

SITE #	POLE					LUMINAIRE		WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE				
EL1	568659 156912	SLAM7847	EXIST WOOD	25'	8'	198W	LED CHFL	--	53	120/240	PHASE 1



SITE PLAN

SCALE: 1"=40'

Meeker Ave & Main St

Illuminance (Fc)
Average = 2.41
Maximum = 5.9
Minimum = 0.8
Avg/Min Ratio = 3.01

Bonney Ave & Main St

Illuminance (Fc)
Average = 2.56
Maximum = 7.7
Minimum = 0.7
Avg/Min Ratio = 3.66

Lewis Ave & Main St

Illuminance (Fc)
Average = 2.22
Maximum = 7.3
Minimum = 0.3
Avg/Min Ratio = 7.40

Main St

Illuminance (Fc)
Average = 1.78
Maximum = 5.7
Minimum = 0.6
Avg/Min Ratio = 2.97

Meade Ave & Main St

Illuminance (Fc)
Average = 2.42
Maximum = 7.1
Minimum = 0.6
Avg/Min Ratio = 4.03

SCOPE OF PROJECT:

AT SL1-SL11:
INSTALL KSS19FF-25 GREEN POLES WITH K200 SERIES 100W LED GREEN K205 FIXTURES ON 8' KA72-T-1 ARMS AT A 25FT MH & 75W K118 GREEN FIXTURES AT A 12' MH WITH KA16 ARM ONTO 4-BOLT CONCRETE BASES.

AT SL12-SL14:
DOWNGRADE EXISTING 130W LED TO 39W LED IN ORDER TO MAINTAIN UNIFORMITY.

AT EL1:
EXISTING LIGHT 198W LED CHFL NO CHANGE NEEDED.

PHASING LISTED ON TABLE. CIRCUITRY DESIGNS WILL BE SEPARATED BY PHASE.

K205 IS THE CITY STANDARD MODEL OF THE K200 SERIES FIXTURE

With proposed changes the lighting levels for Main Street meet the city requirement for "Minor/Arterial", Commercial roadways of 1.6 Avg FC and 3:1 uniformity ratio.

Meeker Ave & Meade Ave are classified as "Residential(Local), Commercial roadways, and meet intersection requirements with Main Street by being equal to the values of the roadways forming the intersection at 2.4 Avg FC.

Bonney Ave & Lewis Ave are classified as "Residential(Local), Residential roadways, and meet intersection requirements with Main Street by being equal to the values of the roadways forming the intersection at 1.2 Avg FC.

Veiling Luminance cannot be measured here as the measurement requires a flat surface straightaway from measurement area as you approach the area from 300' away. PSE is unable to measure this like we would be able to on a typical highway.

STREET LIGHT TUBE DETAIL

SCALE: NONE

FOREMAN (CHECK BOX WHEN COMPLETED)

☐ PSE Equipment LOCKED/SECURED & Work Area left in CLEAN/SAFE Condition.
☐ Grid, Cable, and Switch numbers INSTALLED & VERIFIED.
☐ Field Changes RED-LINED on As-built.
☐ Material VERIFIED and CHANGES noted on Paperwork.
☐ Total PRIMARY Cable noted on As-built.
☐ Company IDs RECORDED in correct location on As-built.
☐ Indicate correct FUSE SIZE on As-built & VERIFY proper PHASE.
☐ Correct O&K Checklists reviewed.
☐ Deviations noted on the As-built and their reason.

☐ I certify that the work performed meets PSE's standards and procedures and that all quality requirements are met.

Foreman's Signature _____ Date _____
Print Name _____

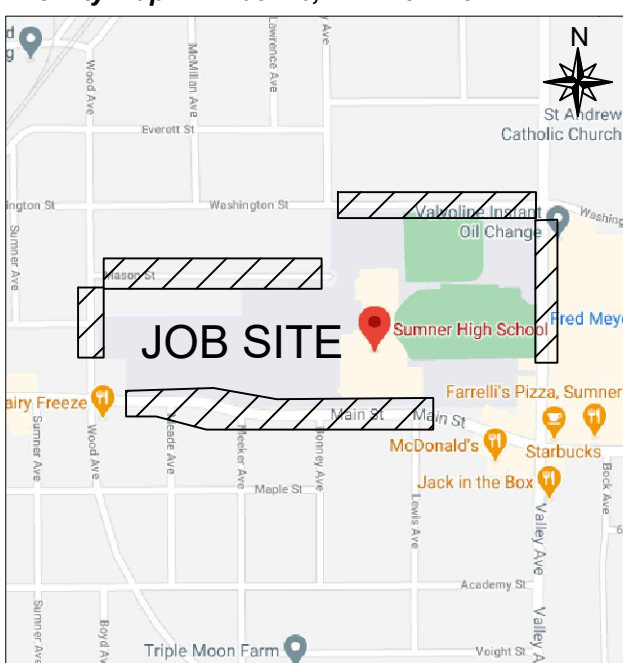
PROJECT PHASE	NOTIF#	ORDER#
PWR		
Superior		
New Install	509217789	105094584
St. Light		101XXXXXX
Removal		108XXXXXX
Temporary		
Job Order		
Distribution		
HP Main		
HP Svc/MS		
GAS		
CABLE TV		
PHONE		

Project Manager Contact Information:

Mike Hammons
425-765-1395 Cell Phone

"Locates Required" Developer ☒ Yes ☐ No Yes ☐ No PSE
"Outages Required" Yes ☐ No ☒ No
"Flagging Required" Yes ☐ No ☒ No

Vicinity Map 47.203126, -122.232479



Owner / Developer Contact Info

SUMNER HIGH SCHOOL

ATTN: KYUNGHEE KIM 253-922-0446 cell

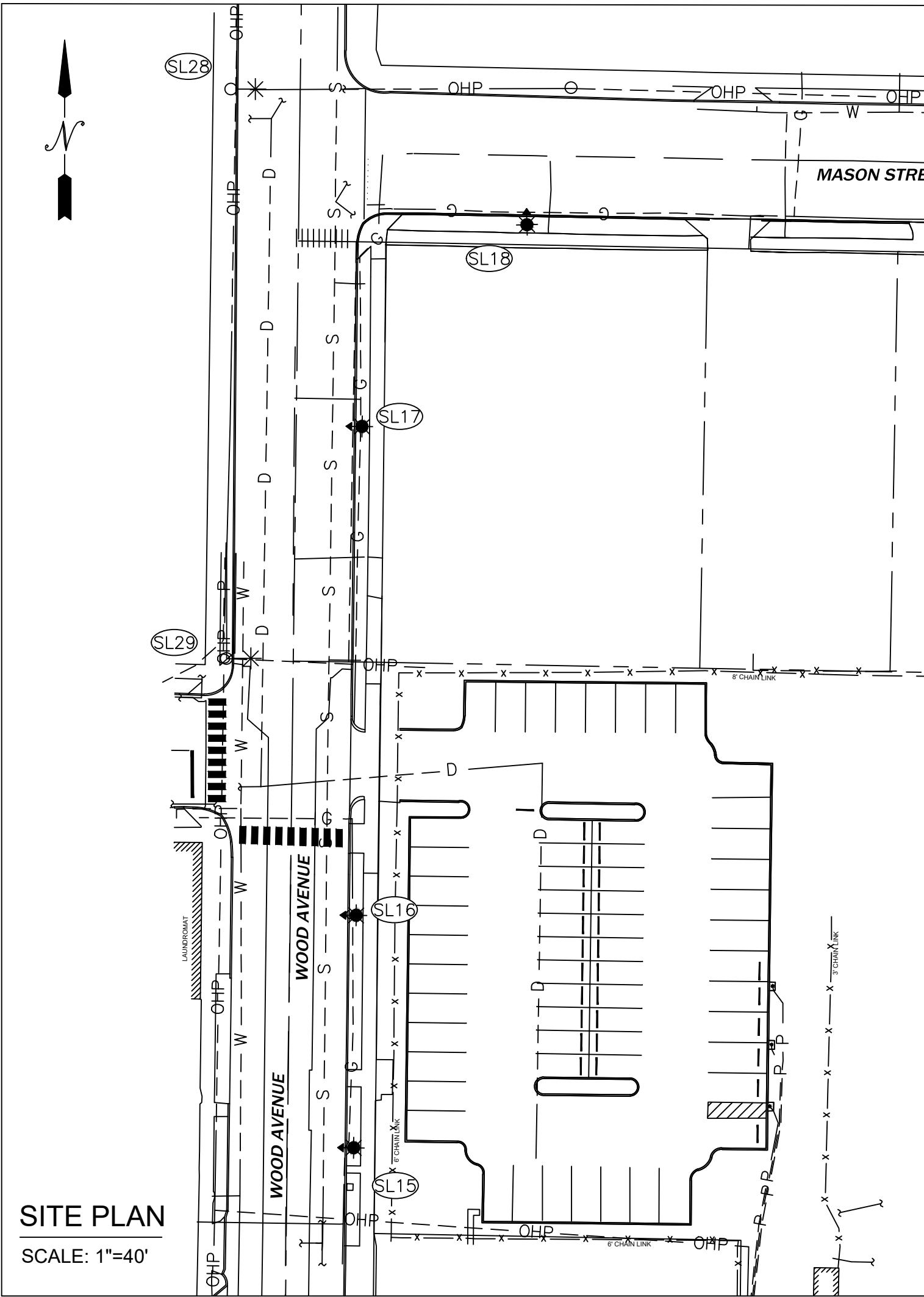
For contacts below dial 1-888-CALL PSE (225-5773)

CALL (800) 424-5555

2 BUSINESS DAYS BEFORE YOU DIG

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

☒ NEW BUSINESS		☐ CORRECTIVE / 10 DAY WAIVED		REAL ESTATE/EASEMENT		PERMIT	
3				FUNCTION		CONTACT	
2				ACCOUNT MGR		PHONE NO	
1		04/02/21 AA		UPDATED DESIGN		DATE	
REV#		BY		DESCRIPTION			
COUNTY		Emer Sect		Gas Wk Ctr		POWER WK CTR	
PIERCE		OP MAP		3515		DRAWN BY	
1/4 SEC				PLAT MAP		CHECKED BY	
U-MAP NO (POWER)		OH CKT MAP		UG CKT MAP		CIRCUIT NO	
2004E096		2004E096		2004E096		SMR-23	
						FOREMAN #1	
						MAPPING	



Wood Ave
Illuminance (Fc)
Average = 1.51
Maximum = 5.0
Minimum = 0.4
Avg/Min Ratio = 3.78

North St & Wood Ave
Illuminance (Fc)
Average = 2.17
Maximum = 4.9
Minimum = 1.1
Avg/Min Ratio = 1.97

Mason St
Illuminance (Fc)
Average = 0.94
Maximum = 3.7
Minimum = 0.2
Avg/Min Ratio = 4.70

Mason St & Wood Ave
Illuminance (Fc)
Average = 2.21
Maximum = 5.3
Minimum = 0.9
Avg/Min Ratio = 2.46

STREET LIGHT TABLE

SITE #	POLE					LUMINAIRE		TUBE		POLE BASE TYPE (Direct Buried or Basemount)	WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE	TUBE LENGTH	TUBE DIAMETER					
SL15	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL16	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL17	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL18	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL19	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL20	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 1
SL21	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL22	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL23	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2

STREET LIGHT TABLE - CHANGEOUT

SITE #	POLE			LUMINAIRE			BILLING SCH.	WO #S	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	PREVIOUS LUMINAIRE	NEW LUMINAIRE	ARM LENGTH				
SL24	568722 156943	SLAE0995	EXIST WOOD	53 LED CHFL	71W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL25	568722 156918	SLAE0996	EXIST WOOD	53 LED CHFL	71W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL26	568722 156896	SLAE0997	EXIST WOOD	53 LED CHFL	71W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 1
SL27	568722 156872	SLAE0998	EXIST WOOD	53 LED CHFL	71W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 1
SL28	568723 156848	SLAE0994	EXIST WOOD	138W LED CHLF	174W LED CHFL T3	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 1
SL29	568703 156848	SLAE0999	EXIST WOOD	138W LED CHLF	174W LED CHFL T3	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 1: RE-ORIENT ARM OVER WOOD AVE

SCOPE OF PROJECT:

AT SL15-SL23:
INSTALL 15' MH GREEN HAPCO YORK SERIES ALUMINUM POLES WITH 75W LED GREEN K118 POST TOP LUMINARIES.

AT SL29, SL31-SL37:
INSTALL 12' MH GREEN HAPCO YORK SERIES ALUMINUM POLES WITH 75W LED GREEN K118 POST TOP LUMINARIES.

AT SL24-SL27:
CHANGEOUT EXISTING 53W LED CHFL TO 71W LED CHFL.

AT SL28:
CHANGEOUT EXISTING 138W LED CHFL TO 174W LED CHFL TYPE 3.

AT SL29:
REMOVE EXISTING 8FT ARM & 138W LED CHFL.
RE-INSTALL 8FT ARM OVER WOOD AVE & INSTALL 174W LED CHFL TYPE 3.

HAPCO POLES APPROVED FOR USE PER CITY AUTHORIZATION

With proposed changes the lighting levels for Mason Street meet the city requirement for "Residential(Local)", Commercial roadways of 0.8 Avg FC and 6:1 uniformity ratio.

With proposed changes the lighting levels for Wood Ave meet the city requirement for "Collector", Commercial roadways of 1.1 Avg FC and 4:1 uniformity ratio.

Wood Ave & Mason Ave meet intersection requirements of being equal to the values of the roadways forming the intersection at 1.9 Avg FC.

North St is a classified as a Residential (Local), Commercial roadway, and meets intersection requirements with Wood Ave by being equal to the values of the roadways forming the intersection at 1.9 Avg FC.

Veiling Luminance cannot be measured here as the measurement requires a flat surface straightaway from measurement area as you approach the area from 300' away. PSE is unable to measure this like we would be able to on a typical highway.

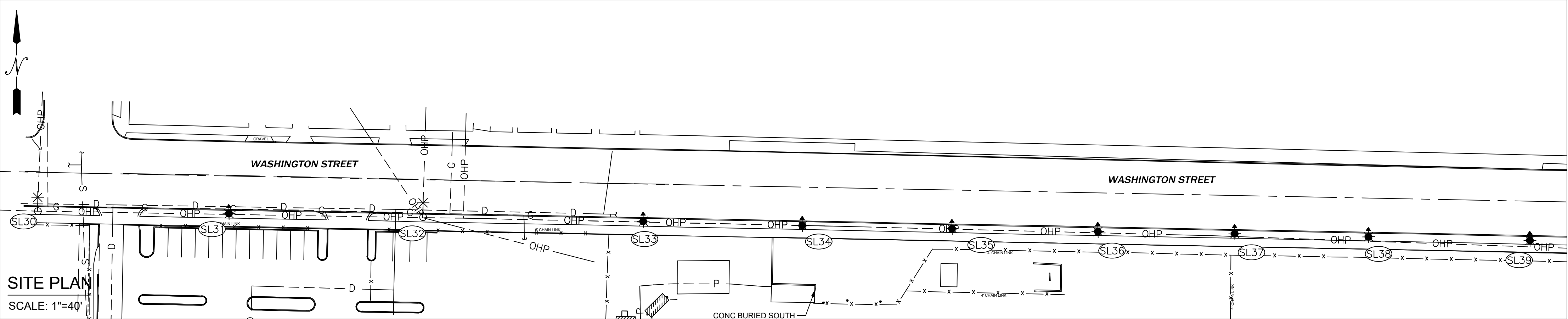
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CALL (800) 424-5555

2 BUSINESS DAYS BEFORE YOU DIG

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

☒ NEW BUSINESS	☐ CORRECTIVE / 10 DAY WAIVED	REAL ESTATE/EASEMENT N/A		PERMIT N/A	
3		FUNCTION		CONTACT	
2		ACCOUNT MGR		PHONE NO	
1	04/02/21	AA	UPDATED DESIGN	DATE	
REV#	BY	DESCRIPTION			
COUNTY	PIERCE	Emer Sect	Gas Wk Ctr	POWER WK CTR	ENGR - POWER
1/4 SEC	OP MAP		PLAT MAP	3515	ENGR - GAS
U-MAP NO (POWER)	OH CKT MAP	UG CKT MAP	CIRCUIT NO	SMR-23	DRAWN BY
2004E096	2004E096	2004E096	SMR-23	MAPPING	CHECKED BY
JOINT FACILITIES ARRANGEMENTS					
UTILITIES		N/A		N/A	
CONTACT		N/A		N/A	
PHONE#		N/A		N/A	
PSE				MAOP	
DESIGNED BY: PSE				INCIDENT	
PUGET SOUND ENERGY				Gas Order	
SUMNER HIGH SCHOOL EXPANSION				Elect Order	
STREET LIGHT ANALYSIS				105094584	
1707 MAIN ST, SUMNER WA 98390				SCALE	
				1"=40'	
				PAGE	
				2 of 4	



Washington St	Washington St & Bonney Ave
Illuminance (Fc)	Illuminance (Fc)
Average = 1.11	Average = 1.41
Maximum = 5.4	Maximum = 3.7
Minimum = 0.3	Minimum = 0.5
Avg/Min Ratio = 3.70	Avg/Min Ratio = 2.82

STREET LIGHT TABLE - CHANGEOUT

SITE #	POLE			LUMINAIRE			BILLING SCH.	WO #'S	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	PREVIOUS LUMINAIRE	NEW LUMINAIRE	ARM LENGTH				
SL30	568747 156950	SLAE0990	EXIST WOOD	53 LED CHFL	111W LED CHFL T3	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL32	568747 156973	SLAE0989	EXIST WOOD	53 LED CHFL	71W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2

SCOPE OF PROJECT:

AT SL30:
CHANGEOUT EXISTING 53W LED CHFL TO 111W LED CHFL TYPE 3.

AT SL32:
CHANGEOUT EXISTING 53W LED CHFL TO 39W LED CHFL.

AT SL31, SL33-SL39:
INSTALL 12' MH GREEN HAPCO YORK SERIES ALUMINUM POLES
WITH 75W LED GREEN K118 POST TOP LUMINARIES.

HAPCO POLES APPROVED FOR USE PER CITY AUTHORIZATION

With proposed changes the lighting levels Washington Street meet the city requirement for "Collector", Intermediate roadways of 0.8 Avg FC and 4:1 uniformity ratio.

Bonney Ave is classified as "Residential(Local)", Residential roadway, and meets intersection requirements with Washington Street by being equal to the values of the roadways forming the intersection at 1.2 Avg FC.

Veiling Luminance cannot be measured here as the measurement requires a flat surface straightaway from measurement area as you approach the area from 300' away. PSE is unable to measure this like we would be able to on a typical highway.

STREET LIGHT TABLE

SITE #	POLE					LUMINAIRE		TUBE		POLE BASE TYPE (Direct Buried or Basemount)	WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE	TUBE LENGTH	TUBE DIAMETER					
SL31	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL33	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL34	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL35	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL36	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL37	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL38	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL39	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	12'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2

EROSION & SEDIMENT CONTROL REQUIREMENTS

EROSION & SEDIMENT CONTROL SHALL BE PER PSE STANDARD PRACTICE 0150.3200 TECHNIQUES FOR TEMPORARY EROSION & SEDIMENT CONTROL & ANY ADDITIONAL LOCAL JURISDICITON REQUIREMENTS.
(LOCAL JURISDICTIONS MAY HAVE ADDITIONAL REQUIREMENTS INCLUDING NOTES DETAILING WHERE EROSION OR SEDIMENT CONTROL STRUCTURES ARE TO BE INSTALLED. CROSS SECTION DETAILS OF THE TYPICAL EROSION STRUCTURES, & SPECIAL REQUIREMENTS FOR WORK IN SENSITIVE AREAS.)

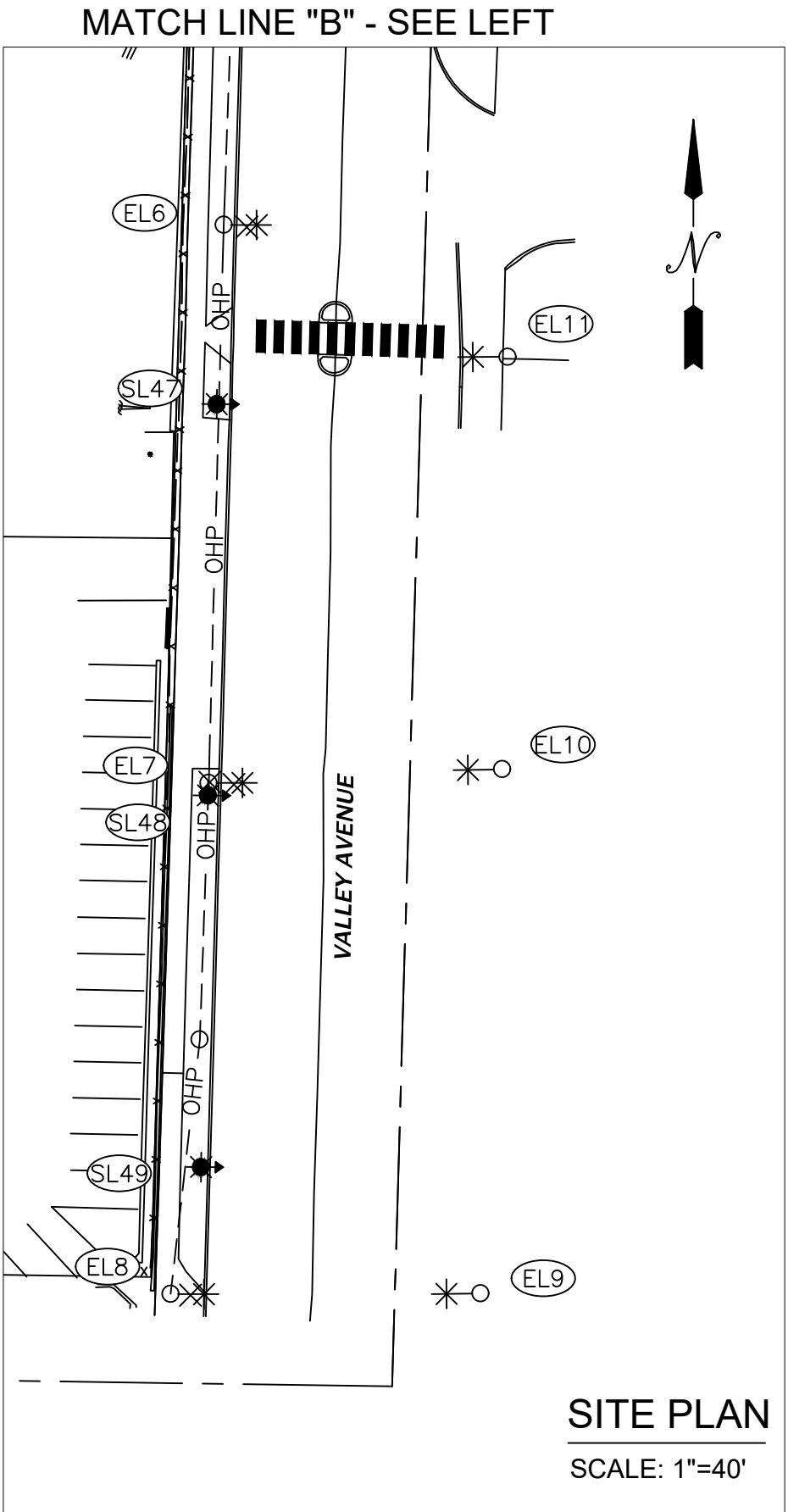
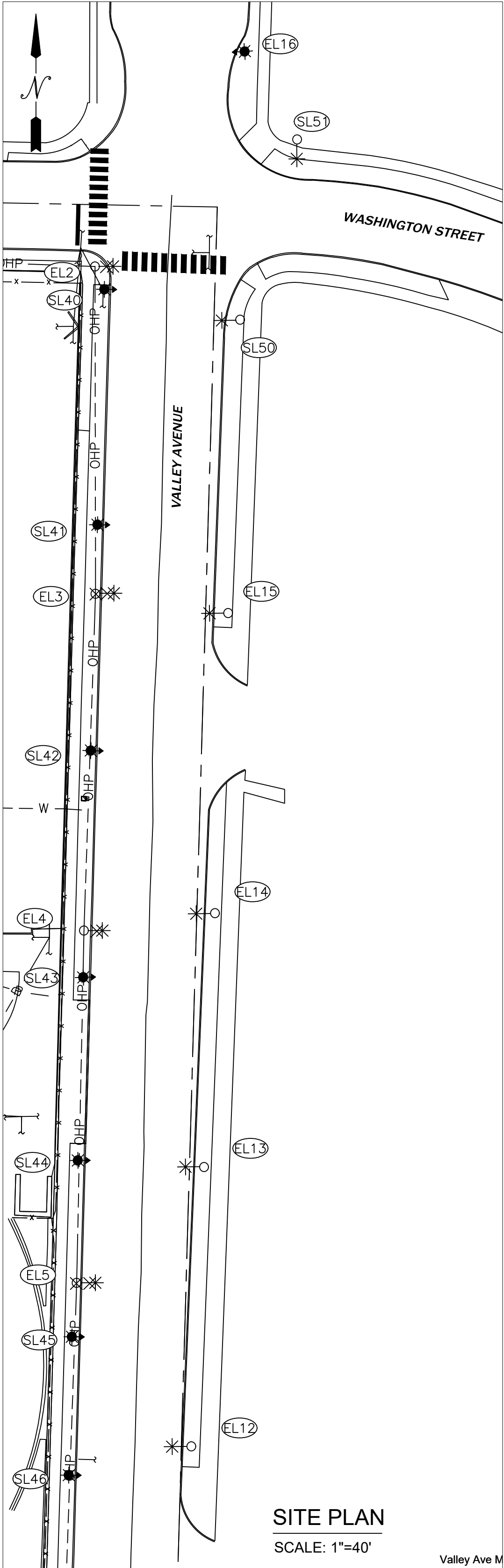
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CALL (800) 424-5555

2 BUSINESS DAYS BEFORE YOU DIG

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

☒ NEW BUSINESS	☐ CORRECTIVE / 10 DAY WAIVED	REAL ESTATE/EASEMENT		PERMIT				
		N/A		N/A				
3			FUNCTION	CONTACT	PHONE NO	DATE		
2			ACCOUNT MGR	Lars Larson	425-456-2701			
1	04/02/21	AA	UPDATED DESIGN		ENGR - POWER	Andrew Allwardt	425-603-5904	05/03/21
REV#		BY	DESCRIPTION		ENGR - GAS			
COUNTY	PIERCE	Emer Sect	Gas Wk Ctr	POWER WK CTR	DRAWN BY	Andrew Allwardt	425-603-5904	05/03/21
1/4 SEC		OP MAP		3515	CHECKED BY			
U-MAP NO (POWER)	2004E096	OH CKT MAP	2004E096	UG CKT MAP	SMR-23	APPROVED BY		
						FOREMAN #1		
						FOREMAN #2		
						MAPPING		
JOINT FACILITIES ARRANGEMENTS								
UTILITIES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CONTACT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PHONE#	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PSE PUGET SOUND ENERGY SUMNER HIGH SCHOOL EXPANSION STREET LIGHT ANALYSIS 1707 MAIN ST, SUMNER WA 98390							INCIDENT	MAOP
							Gas Order	Elect Order
							105094584	105094584
DESIGNED BY: PSE							SCALE	PAGE
							1"=40'	3 of 4



Valley Ave	Washington St & Valley Ave	Valley Ave Mid-Block Crosswalk
Illuminance (Fc) Average = 1.94 Maximum = 10.2 Minimum = 0.7 Avg/Min Ratio = 2.77	Illuminance (Fc) Average = 2.42 Maximum = 5.6 Minimum = 0.7 Avg/Min Ratio = 3.46	Illuminance (Fc) Average = 2.14 Maximum = 3.0 Minimum = 1.5 Avg/Min Ratio = 1.43

STREET LIGHT TABLE - CHANGEOUT

SITE #	POLE			LUMINAIRE			BILLING SCH.	WO #S	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	PREVIOUS LUMINAIRE	NEW LUMINAIRE	ARM LENGTH				
SL50	568744 157049	SLAL5880	EXIST WOOD	111 LED CHFL	214W LED CHFL	8'	53	101xxxxxx 108xxxxxx	120/240	PHASE 2
SL51	568750 157052	SLAF2283	EXIST STEEL	39W LED CHFL	214W LED CHFL	10'	51	101xxxxxx 108xxxxxx	120/240	PHASE 2

REMOVAL TABLE

SITE #	POLE				LUMINAIRE			WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE				
EL2	568746 157043	SLAH1401	EXIST WOOD	25'	8'	111W	LED CHFL	108xxxxxx	53	120/240	
EL3	568731 157042	SLAH1399	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240	REMOVE POLE
EL4	568714 157041	SLAH1397	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240	
EL5	568698 157041	SLAH1391	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240	REMOVE POLE
EL6	568684 157041	SLAH1395	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240	
EL7	568673 157041	SLAH1393	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240	REMOVE POLE
EL8	568659 157040	SLAH1389	EXIST WOOD	25'	8'	99W	LED CHFL	108xxxxxx	53	120/240	

STREET LIGHT TABLE

SITE #	POLE					LUMINAIRE		TUBE		POLE BASE TYPE (Direct Buried or Basemount)	WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE	TUBE LENGTH	TUBE DIAMETER					
SL40	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL41	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL42	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL43	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL44	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL45	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL46	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL47	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL48	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2
SL49	TBD		GREEN HAPCO YORK SERIES ALUMINUM POLE	15'	--	75W	K118 LED GREEN	TBD	TBD	BASEMOUNT	105094584	51	120/240	PHASE 2

STREET LIGHT TABLE - EXISTING LIGHTS

SITE #	POLE					LUMINAIRE		WO #	BILLING SCH.	TOTAL CONN LOAD	NOTES
	GRID #	TAG #	TYPE	MTG HT.	ARM	WATTS	STYLE				
EL9	568659 157047	SLAH5879	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL10	568675 157047	SLAH1390	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL11	568680 157047	SLAH1392	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL12	568691 157048	SLAH1394	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL13	568709 157047	SLAH1396	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL14	568716 157048	SLAH1398	EXIST WOOD	25'	8'	99W	LED CHFL	--	53	120/240	
EL15	568733 157049	SLAH1400	EXIST WOOD	25'	8'	71W	LED CHFL	--	53	120/240	
EL16	568755 157050		EXIST GRN FG	15'	8'	60W	K118 LED GRN	--	51	120/240	RECENTLY INSTALLED

SCOPE OF PROJECT:

AT EL9-EL16:
EXISTING LIGHTS ARE LED AS NOTED IN TABLE NO CHANGE NEEDED.

AT EL2:
REMOVE EXISITNG 111W LED CHFL & 8FT ARMS FROM EXISTING WOOD POLES.

AT EL3, EL5, EL7:
REMOVE EXISTING 99W LED CHFL, 8FT ARM, AND 30FT CLASS 3 WOOD POLES.

AT EL4, EL6, EL8:
REMOVE EXISITNG 99W LED CHFL & 8FT ARMS FROM EXISTING WOOD POLES.

AT SL40-SL49:
INSTALL 15' MH GREEN HAPCO YORK SERIES ALUMINUM POLES WITH 75W LED GREEN K118 POST TOP LUMINARIES.

AT SL50:
REMOVE EXISTING 111W LED CHFL FROM 8FT ARM & INSTALL 214W LED CHFL.

AT SL51:
REMOVE EXISTING 39W LED CHFL FROM 10FT ARM & INSTALL 214W LED CHFL.

HAPCO POLES APPROVED FOR USE PER CITY AUTHORIZATION

With proposed changes the lighting levels for Valley Avenue meet the city requirement for "Minor/Arterial", Commercial roadways of 1.6 Avg FC and 3:1 uniformity ratio.

Washington St is classified as "Collector", Intermediate roadway, and meets intersection requirements with Valley Ave by being equal to the values of the roadways forming the intersection at 2.4 Avg FC.

Valley Ave Midblock Pedestrian Crossing is a Commercial classification and meets the city requirement of 2.0 Avg FC and 3:1 uniformity ratio.

Veiling Luminance cannot be measured here as the measurement requires a flat surface straightaway from measurement area as you approach the area from 300' away. PSE is unable to measure this like we would be able to on a typical highway.

105094584

For contacts below dial 1-888-CALL PSE (225-5773)

CALL (800) 424-5555

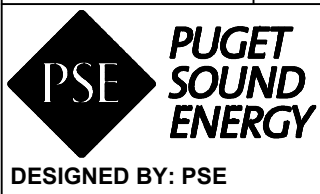
2 BUSINESS DAYS BEFORE YOU DIG

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

☒ NEW BUSINESS		☐ CORRECTIVE / 10 DAY WAIVED		REAL ESTATE/EASEMENT N/A		PERMIT N/A	
3				FUNCTION	CONTACT	PHONE NO	DATE
2				ACCOUNT MGR	Lars Larson	425-456-2701	
1	04/02/21	AA	UPDATED DESIGN	ENGR - POWER	Andrew Allwardt	425-603-5904	05/03/21
REV#		BY	DESCRIPTION	ENGR - GAS			
COUNTY	PIERCE	Emer Sect	Gas Wk Ctr	POWER WK CTR	3515	DRAWN BY	Andrew Allwardt
1/4 SEC		OP MAP		PLAT MAP		CHECKED BY	
U-MAP NO (POWER)	2004E096	OH CKT MAP	2004E096	CIRCUIT NO	SMR-23	APPROVED BY	
						FOREMAN #1	
						FOREMAN #2	
						MAPPING	

JOINT FACILITIES ARRANGEMENTS

UTILITIES	N/A	N/A	N/A	N/A
CONTACT	N/A	N/A	N/A	N/A
PHONE#	N/A	N/A	N/A	N/A



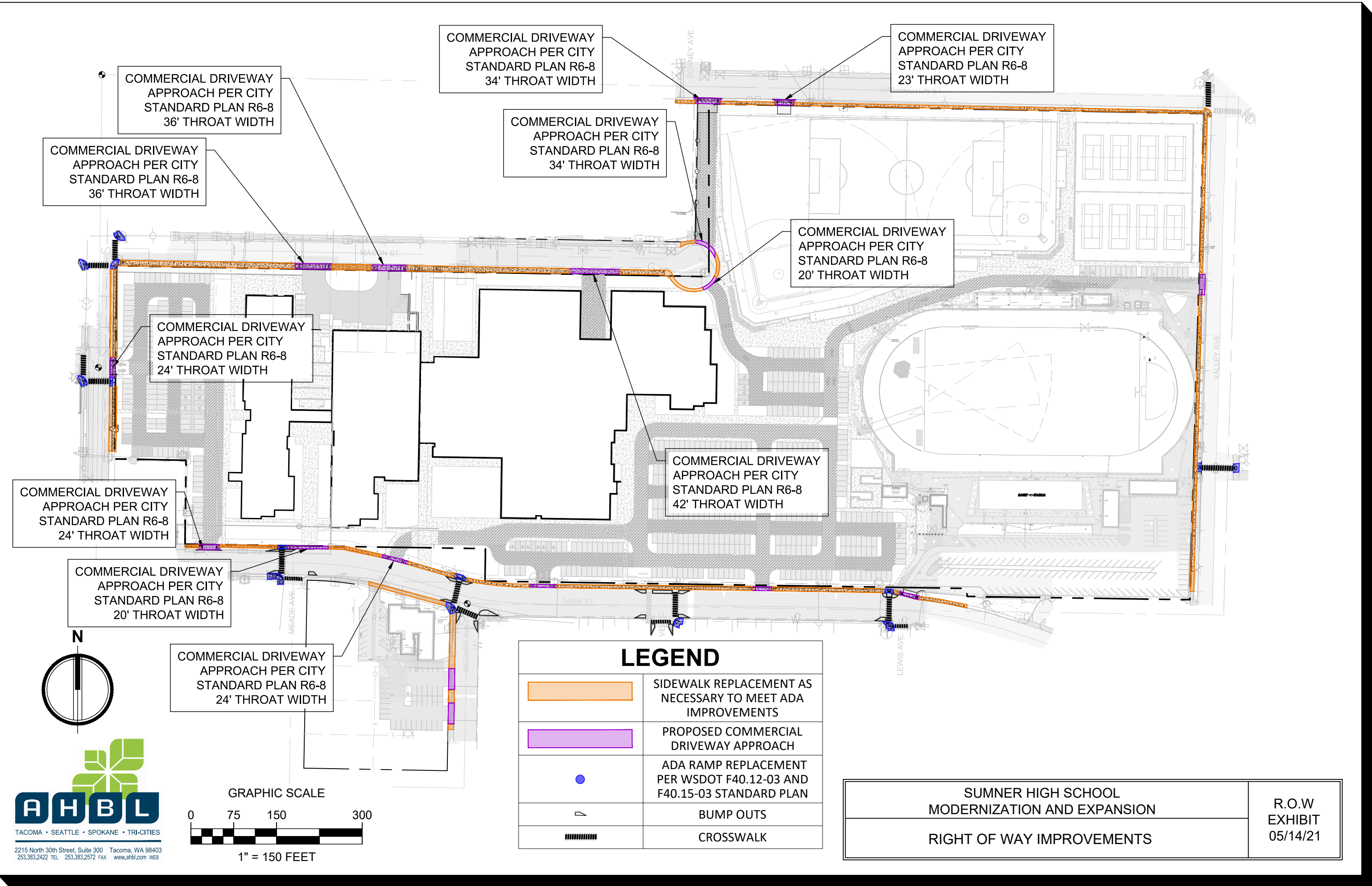
SUMNER HIGH SCHOOL EXPANSION
STREET LIGHT ANALYSIS
1707 MAIN ST, SUMNER WA 98390

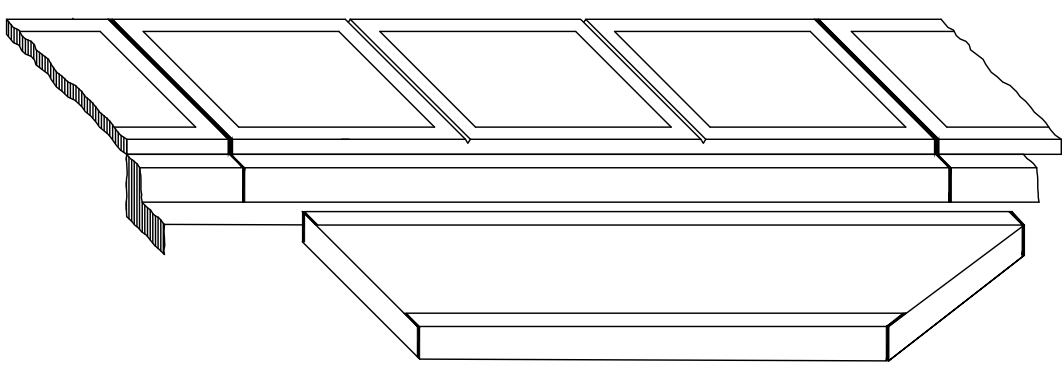
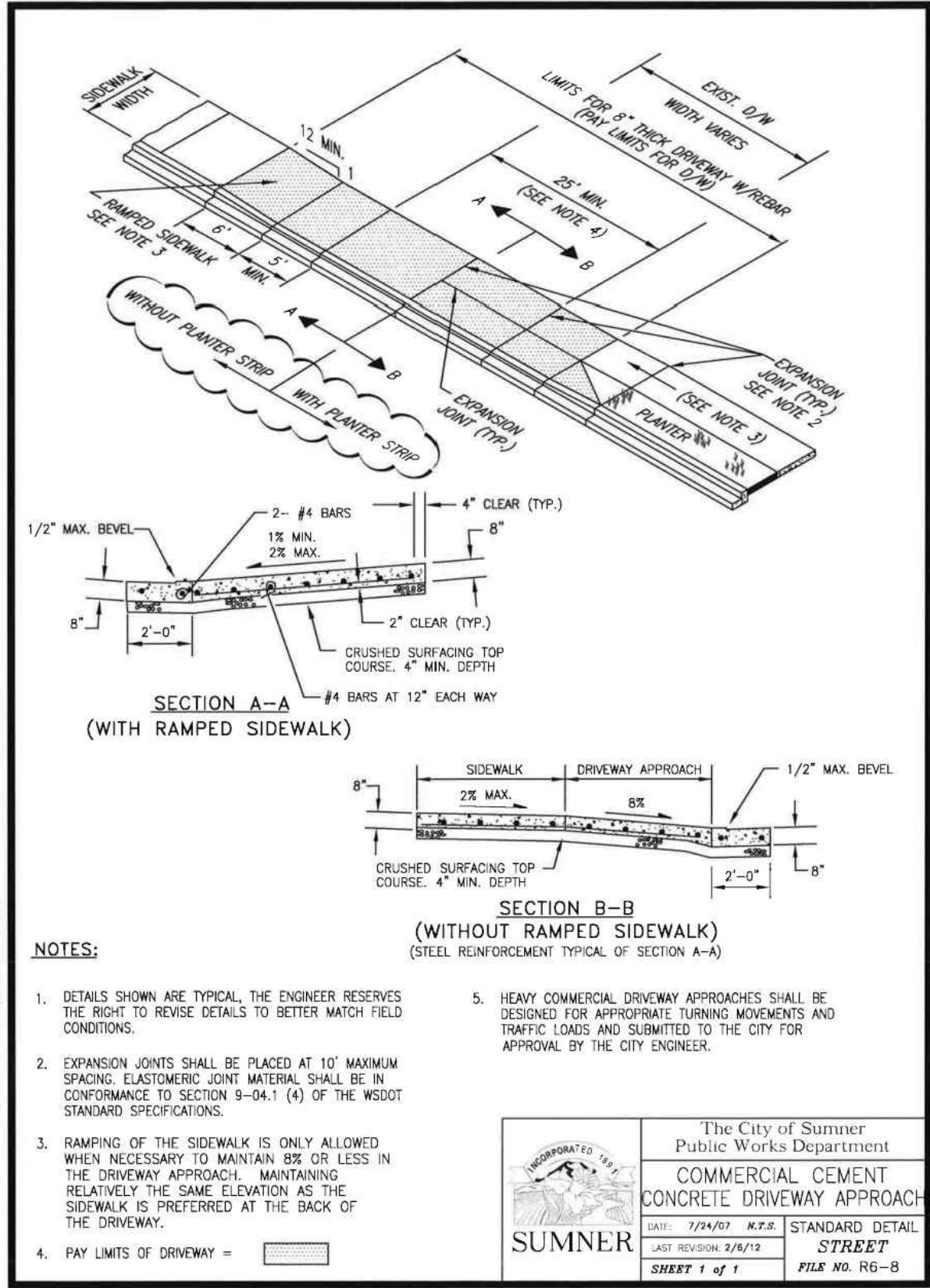
INCIDENT	MAOP
Gas Order	Elect Order
105094584	105094584
SCALE	PAGE
1"=40'	4 of 4

EXHIBIT 9

RIGHT-OF-WAYS IMPROVEMENTS PLAN

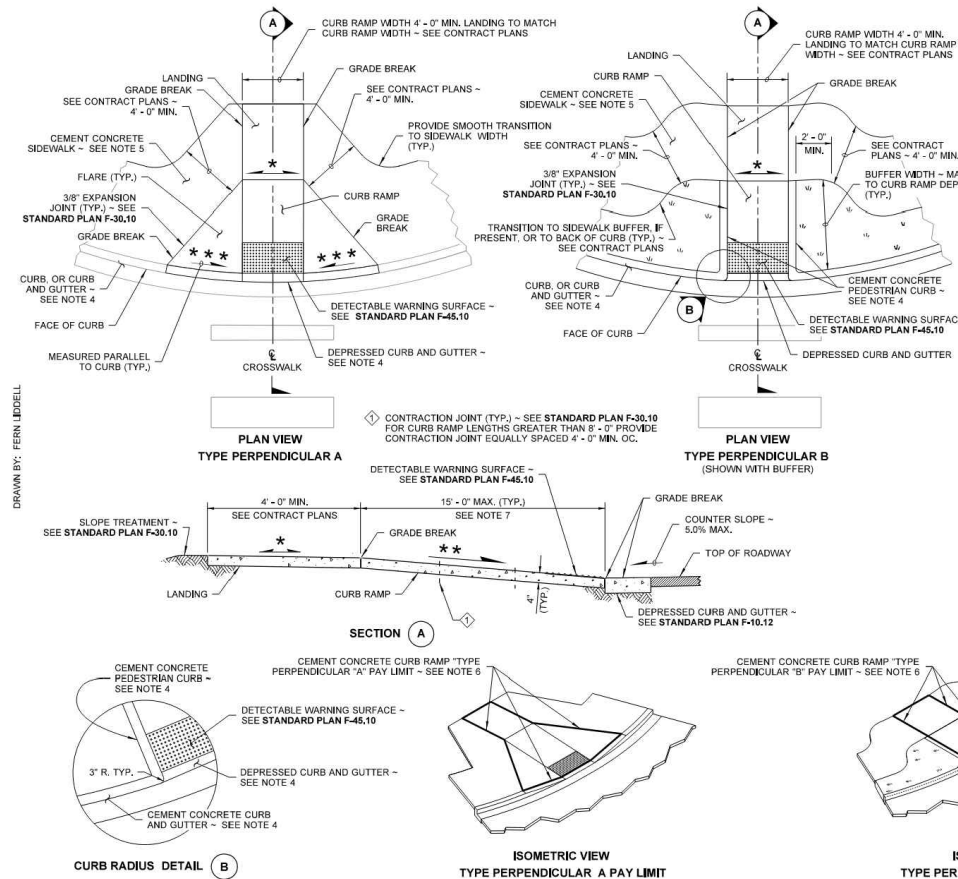
EXHIBIT 9





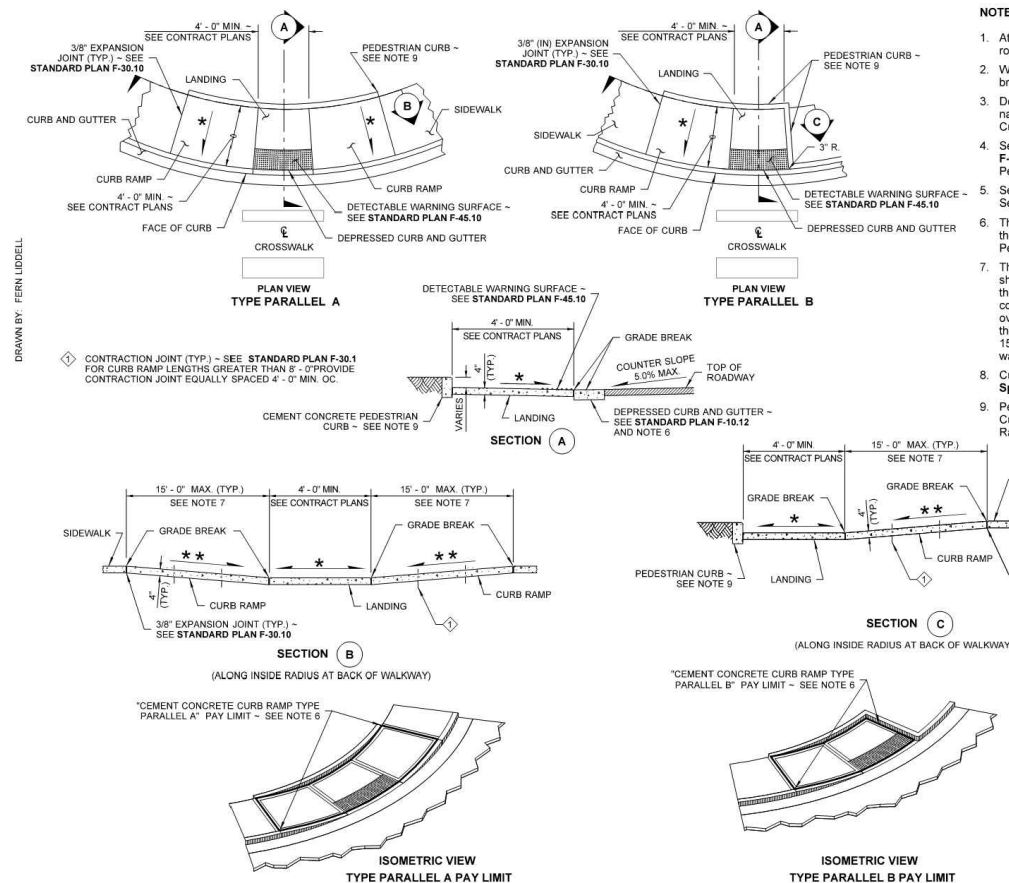
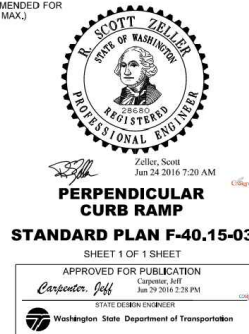
1 BULB OUT

NOT TO SCALE



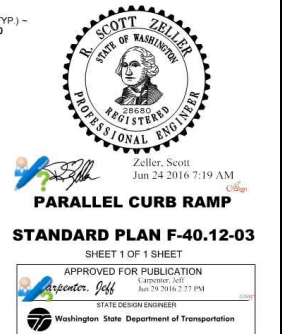
- NOTES**
- At marked crosswalks, the connection between the curb ramp and the roadway must be contained within the width of the crosswalk markings.
 - Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
 - Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances on any part of the Curb Ramp or Landing, or in front of the Curb Ramp where it connects to the roadway.
 - See Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb, Curb and Gutter, Depressed Curb and Gutter, and Pedestrian Curb details.
 - See **Standard Plan F-30.10** for Cement Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
 - The Bid Item "Cement Concrete Curb Ramp Type ___" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalks.
 - The Curb Ramp length is not required to exceed 15 feet (unless shown otherwise in the Contract Plans). When applying the 15-foot max. length, the running slope of the Curb Ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the landing over a horizontal distance of 15 feet. Do not include the abutting landing in the 15-foot max. measurement.
 - Curb Ramps and Landings shall receive a broom finish. See **Standard Specifications 8-14**.
 - Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will be no material to retain.

- LEGEND**
- SLOPE IN EITHER DIRECTION
 - * 1.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)
 - ** 7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.)
 - *** 9.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (10% MAX.)



- NOTES**
- At marked crosswalks, the connection between the landing and the roadway must be contained within the width of the crosswalk markings.
 - Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
 - Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances on any part of the Curb Ramp or Landing, or in the Depressed Curb and Gutter where the Landing connects to the roadway.
 - See Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb, Curb and Gutter, Depressed Curb and Gutter, and Pedestrian Curb details.
 - See **Standard Plan F-30.10** for Cement Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
 - The Bid Item "Cement Concrete Curb Ramp Type ___" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalks.
 - The Curb Ramp length is not required to exceed 15 feet (unless shown otherwise in the Contract Plans). When applying the 15-foot max. length, the running slope of the curb ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk over a horizontal distance of 15 feet. Do not include abutting landing(s) in the 15-foot max. measurement. When a ramp is constructed on a radius, the 15-foot max. length is measured on the inside radius along the back of the walkway.
 - Curb Ramps and Landings shall receive a broom finish. See **Standard Specifications 8-14**.
 - Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will be no material to retain.

- LEGEND**
- SLOPE IN EITHER DIRECTION
 - * 1.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)
 - ** 7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.)
 - *** 9.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (10% MAX.)



SUMNER HIGH SCHOOL
MODERNIZATION AND EXPANSION

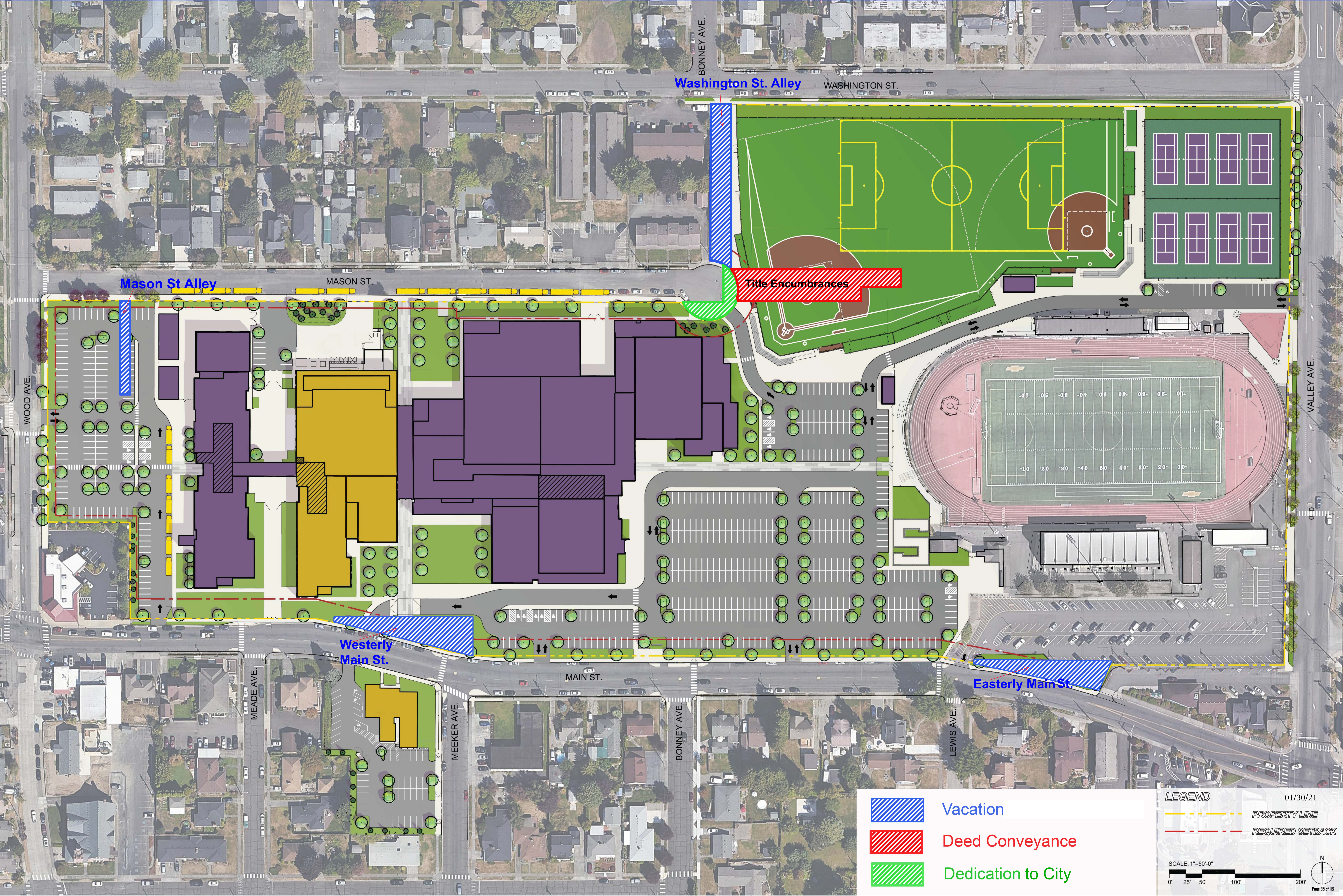
RIGHT OF WAY IMPROVEMENTS

R.O.W
EXHIBIT
03/23/21

EXHIBIT 10

**ROW VACATIONS/
DEED CONVEYANCES MAP**

EXHIBIT 10



Washington St. Alley

WASHINGTON ST.

BONNEY AVE.

Mason St Alley

MASON ST.

WOOD AVE.

Westerly Main St.

MAIN ST.

MEADE AVE.

MEEKER AVE.

BONNEY AVE.

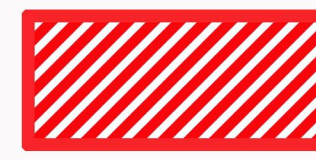
LEWIS AVE.

Easterly Main St.

VALLEY AVE.



Vacation



Deed Conveyance



Dedication to City

LEGEND

PROPERTY LINE
REQUIRED SETBACK

SCALE: 1"=50'-0"

0' 25' 50' 100' 200'



01/30/21

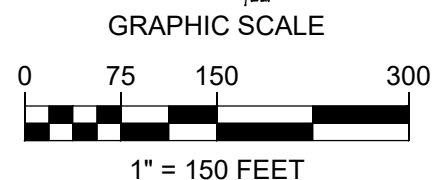
EXHIBIT 11

STORMWATER SYSTEM PLAN

EXHIBIT 11



2215 North 30th Street, Suite 300 Tacoma, WA 98403
253.383.2422 TEL 253.383.2572 FAX www.ahbl.com WEB



PHASE 1 AND PHASE 2 DETENTION
(ECOLOGY FLOW CONTROL STANDARD)
±4.07 ACRES

PHASE 2: WOOD AVENUE
PARKING LOT DETENTION
(VALLEY FLOW CONTROL
STANDARD)
±1.63 ACRES

PHASE 2 DETENTION
(ECOLOGY FLOW CONTROL STANDARD)
±15.76 ACRES

CONNECT TO
EXISTING STORM

CONNECT TO
EXISTING STORM

CONNECT TO
EXISTING STORM

LEGEND

	APPROXIMATE DETENTION SYSTEM FOOTPRINT
	PUMP OUTFALL TO CITY STORM SEWER

SUMNER HIGH SCHOOL
MODERNIZATION AND EXPANSION

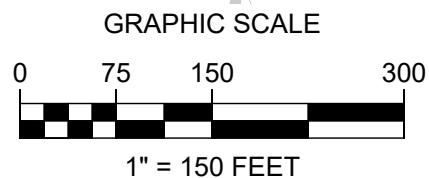
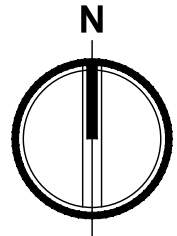
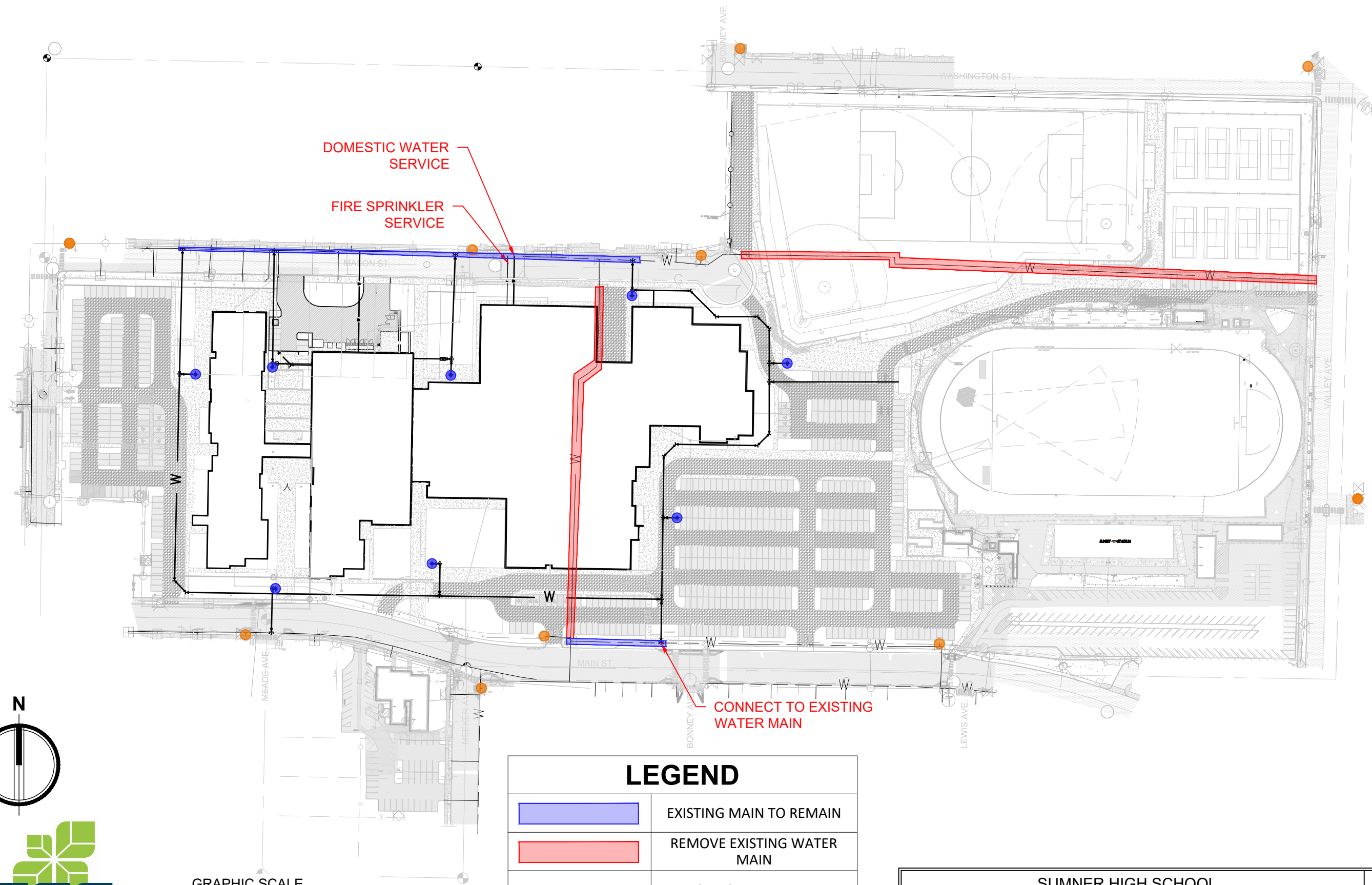
MASTERPLAN STORMWATER DETENTION MAP

STORM
WATER
EXHIBIT
04/19/2021

EXHIBIT 12

WATER SYSTEM PLAN

EXHIBIT 12



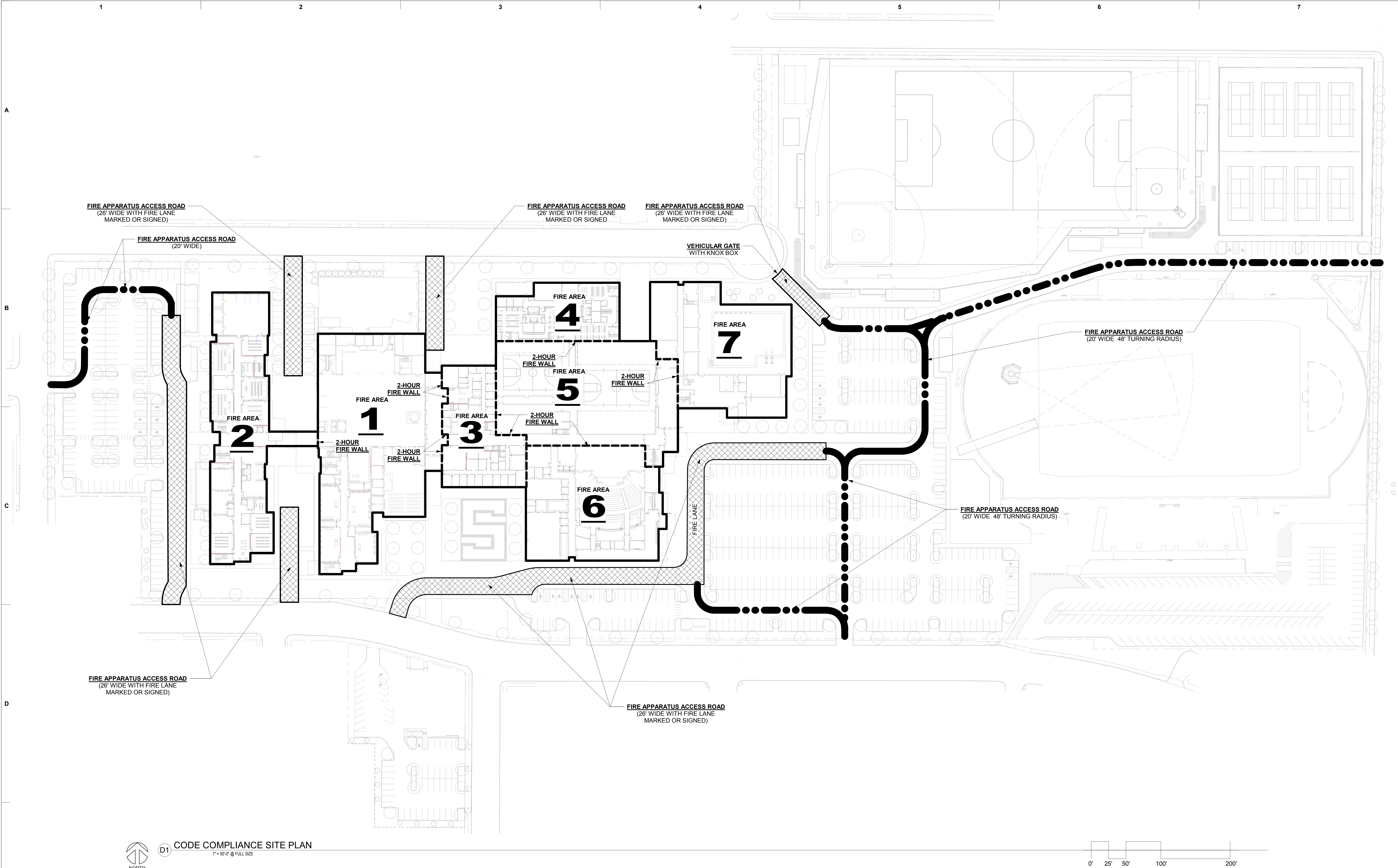
LEGEND	
	EXISTING MAIN TO REMAIN
	REMOVE EXISTING WATER MAIN
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT

SUMNER HIGH SCHOOL MODERNIZATION AND EXPANSION	
WATER SYSTEM PLAN	
WATER EXHIBIT 02/01/21	

EXHIBIT 13

CODE COMPLIANCE PLAN

EXHIBIT 13

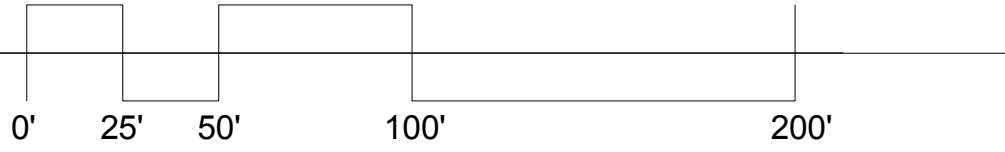


GENERAL NOTES

1. ALL FIRE APPARATUS ACCESS ROADS SHALL MEET THE MINIMUM WIDTH AND TURNING RADIUS REQUIREMENTS OF THE CURRENT EDITION OF THE INTERNATIONAL FIRE CODE



D1 CODE COMPLIANCE SITE PLAN
1" = 50'-0" @ FULL SIZE



CODE COMPLIANCE SITE PLAN

BUILDING HEIGHT & AREA ANALYSIS

ALLOWABLE BUILDING HEIGHTS AND AREAS
IBC SECTION 503, SECTION 506 AND TABLE 504.3

OCCUPANCY GROUPS & DIVISIONS	E
BUILDING CONSTRUCTION TYPE	II-B
MAXIMUM ALLOWABLE HEIGHT (STORIES) (AUTOMATIC SPRINKLER SYSTEM, TABLE IBC 504.3 AND IBC 504.4)	75/3
ACTUAL NUMBER OF STORIES	3

ALLOWABLE FLOOR AREAS
IBC SECTION 503, SECTION 506 AND TABLE 506.2

OCCUPANCY GROUPS & DIVISIONS	E
BUILDING CONSTRUCTION TYPE	II-B
BASIC ALLOWABLE BUILDING AREA FACTOR IN SQUARE FEET	14,500 SQ FT
NON-SPRINKLERED	58,000 SQ FT
SPRINKLERED, 1 STORY	43,500 SQ FT

BUILDING PLAN FIRE AREA 1 - 3-STORIES 'E' OCCUPANCY
PHASE 1 BUILDING COMMONS, LIBRARY, CLASSROOMS, MECHANICAL SPACES

SECTION 506 AREA MODIFICATION (CALCULATION)

EQUATION 5-2: $A_a = [A + (NS \times I_f)] \times S_a$
 $A_a = [(43,500 + (14,500 \times 0.57)) \times 3]$
 $A_a = [(43,500 + 8242)] \times 3 = 155,225$
FIRE AREA 1 ACTUAL = 83,067
TOTAL SF PLAN FIRE AREA 1 = 83,067 SF < 155,225 ALLOWED (S=3)

NS = 14,500 SF
If = 0.57
S_a = 3

EQUATION 5-5: If = [(F/P) - 0.25] (W/30)
If = [(80711/106) - 0.25] (29/30)
If = [0.83 - 0.25] (.98)
If = 0.57
506.2.3 No individual story shall exceed the allowable area (A_a) as determined by Equation 5-2 using the value of S_a = 1.

BUILDING PLAN FIRE AREA 2 - 3-STORIES 'E' OCCUPANCY
ACADEMIC WING

SECTION 506 AREA MODIFICATION (CALCULATION)

EQUATION 5-2: $A_a = [A + (NS \times I_f)] \times S_a$
 $A_a = [(43,500 + (14,500 \times 0.70)) \times 3]$
 $A_a = [(43,500 + 10,150)] \times 3 = 160,950$
FIRE AREA 2 ACTUAL = 85,496
TOTAL SF PLAN FIRE AREA 2 = 85,496 SF < 160,950 ALLOWED (S=3)

NS = 14,500 SF
If = 0.70
S_a = 3

EQUATION 5-5: If = [(F/P) - 0.25] (W/30)
If = [(114171/189) - 0.25] (29/30)
If = [0.56 - 0.25] (.98)
If = 0.70
506.2.3 No individual story shall exceed the allowable area (A_a) as determined by Equation 5-2 using the value of S_a = 1.

BUILDING PLAN FIRE AREA 3 - 2-STORIES 'E' OCCUPANCY
TOTAL SF PLAN FIRE AREA 3 = 25,548 SF < 37,000 ALLOWED (S=2)

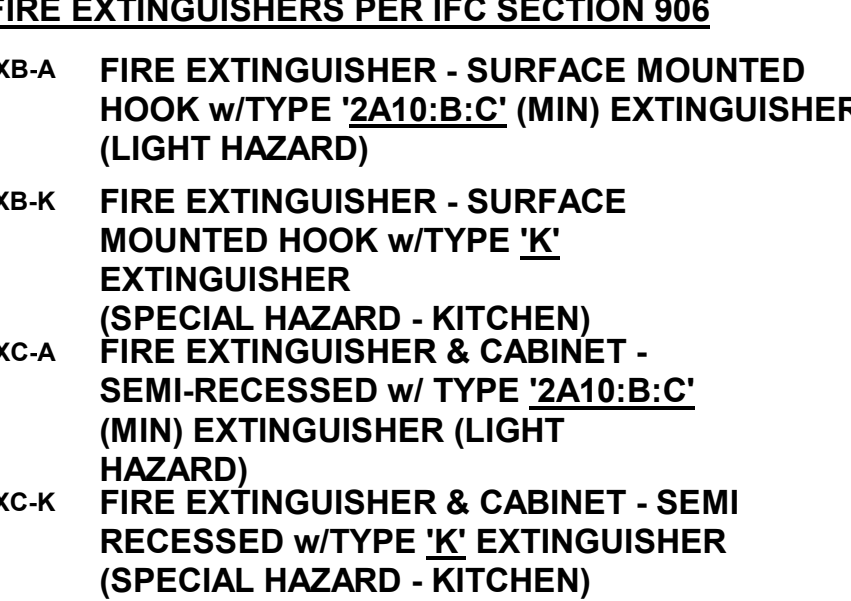
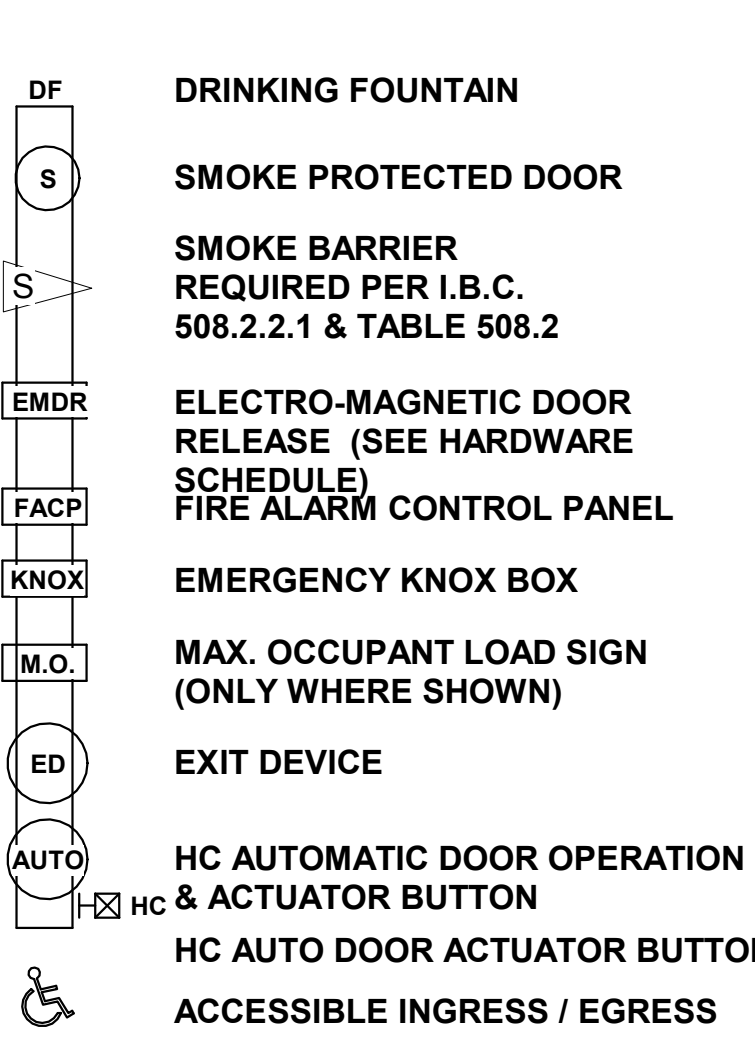
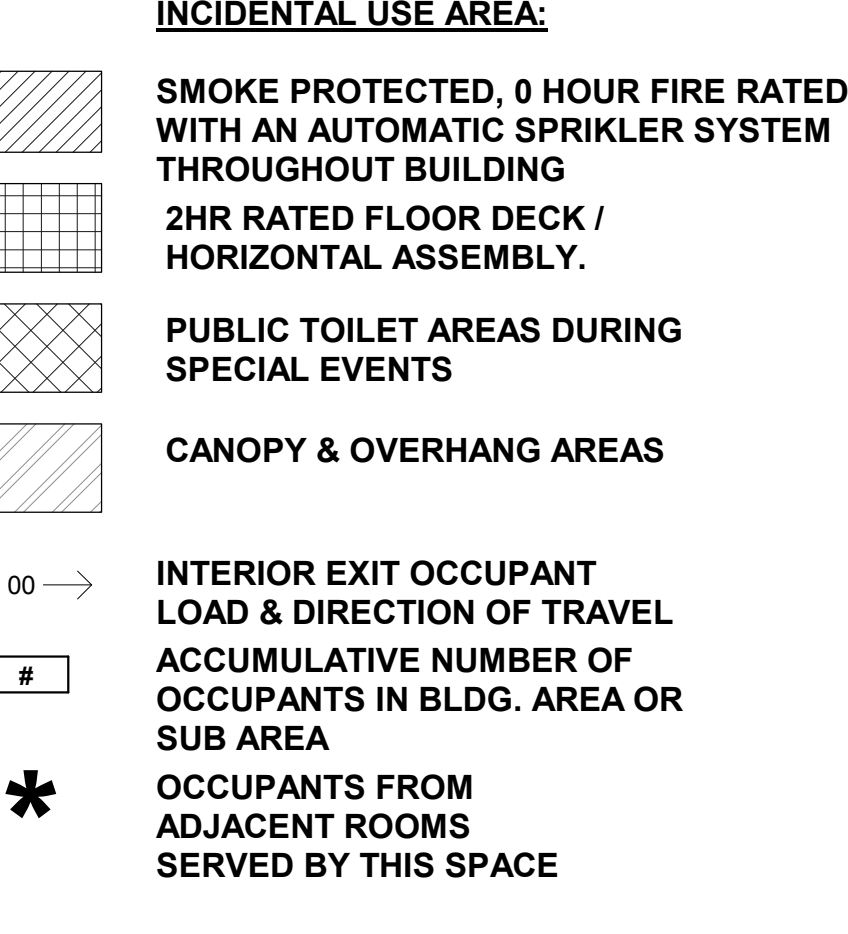
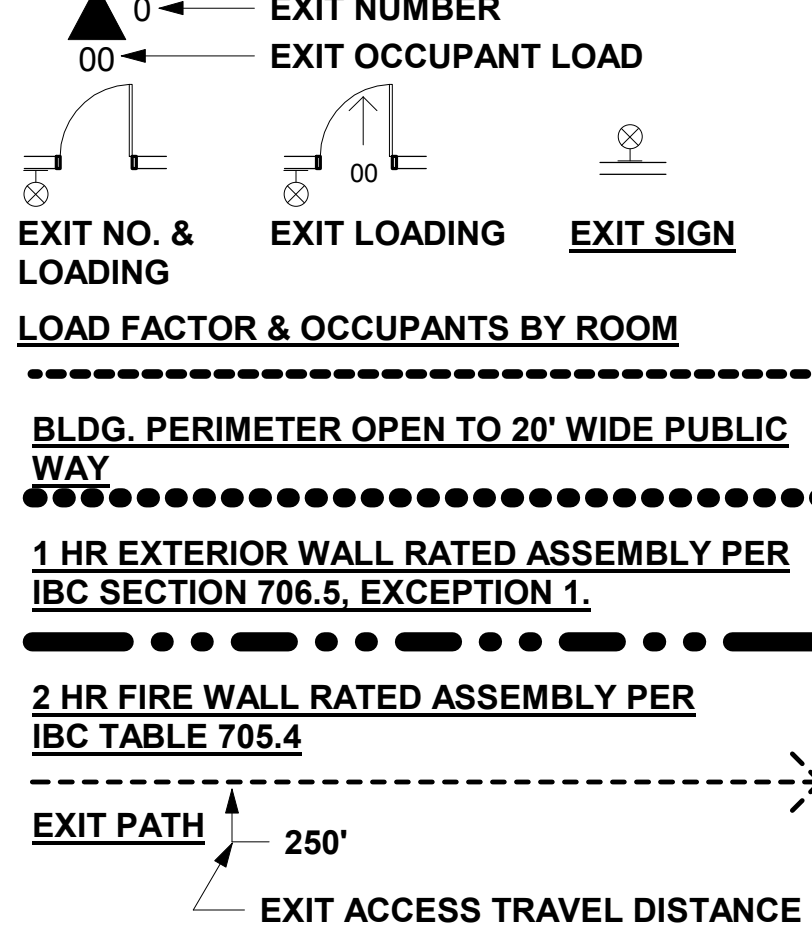
BUILDING PLAN FIRE AREA 4 - 1-STORIES 'E' OCCUPANCY
TOTAL SF PLAN FIRE AREA 4 = 11,564 SF < 37,000 ALLOWED (S=1)

BUILDING PLAN FIRE AREA 5 - 2-STORIES 'E' OCCUPANCY
TOTAL SF PLAN FIRE AREA 5 = 44,268 SF < 37,000 ALLOWED (S=2)

BUILDING PLAN FIRE AREA 6 - 2-STORIES 'E' OCCUPANCY
TOTAL SF PLAN FIRE AREA 6 = 35,483 SF < 37,000 ALLOWED (S=2)

BUILDING PLAN FIRE AREA 7 - 2-STORIES 'E' OCCUPANCY
TOTAL SF PLAN FIRE AREA 7 = 33,359 SF < 37,000 ALLOWED (S=2)

CODE COMPLIANCE LEGEND



DRAWING REVISIONS

#	Date	Description
---	------	-------------

50% SCHEMATIC DESIGN

MASTER PLAN FULL BUILD-OUT



BLRB architects

TACOMA	SPOKANE	PORTLAND	BEND
1250 Pacific Ave Suite 700 WA 98402 253.627.8599	555 W Riverside Suite 300 WA 98201 509.252.9380	621 SW Morrison St Suite 350 OR 97205 503.692.0270	404 SW Columbia Suite 220 OR 97202 541.320.6508

Drawing Title: CODE COMPLIANCE SITE PLAN

Date: 04/14/2020 Drawn By: Author

Revised: Project No: 19.16

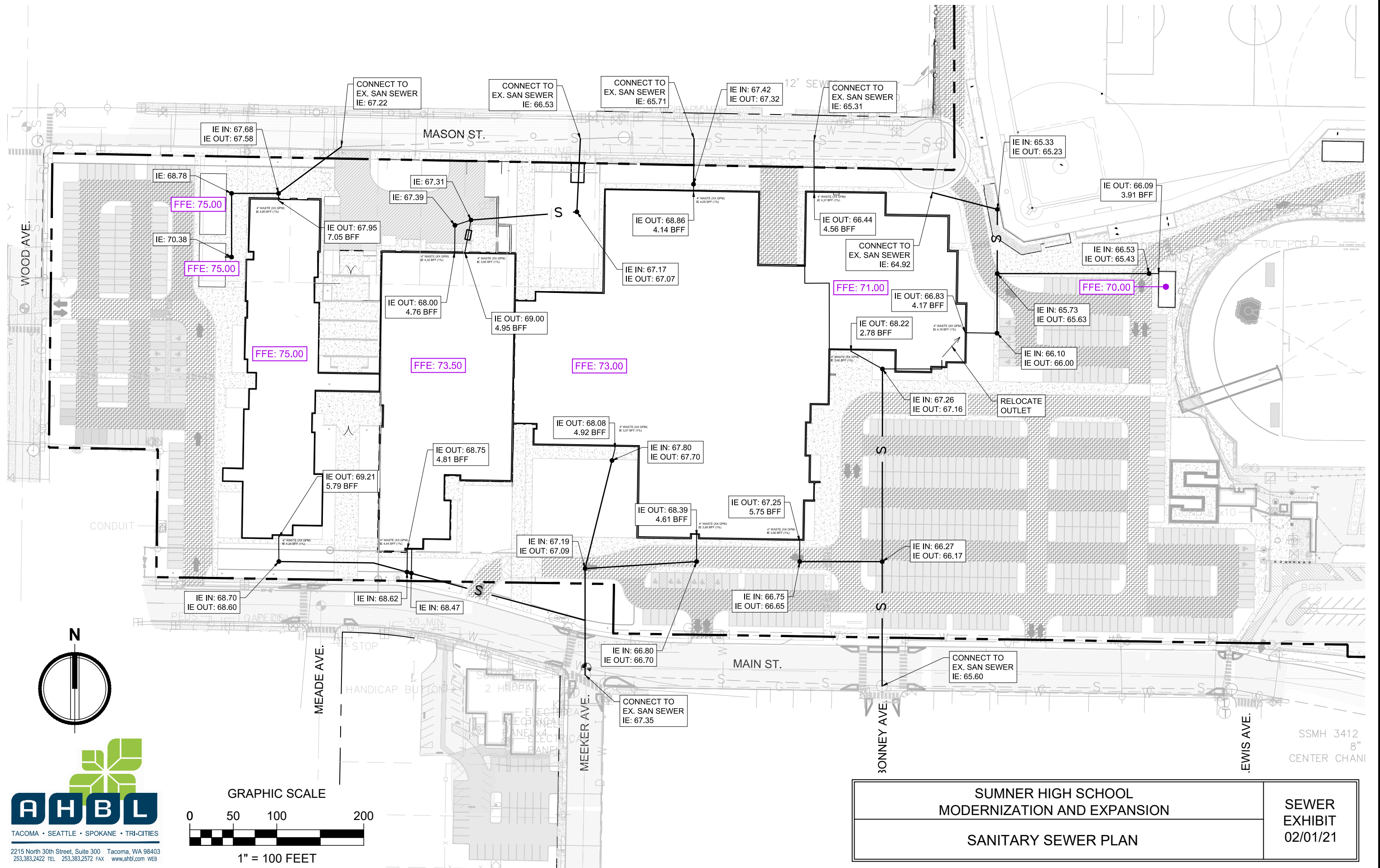
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EXHIBIT 14

SEWER SYSTEM PLAN

EXHIBIT 14



SUBJECT: Legislative Update

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 21 Recap packet
-

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

With the end of the 2021 Legislative Session at the State, Sumner's lobbyist Bill Clarke will return to update the City Council and public on how the City of Sumner fared with the requests of our Legislative Agenda. We'll also discuss how other bills and topics of the State session affect the City of Sumner.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

For information only.

2021

LEGISLATIVE AGENDA



1

WHITE RIVER RESTORATION



ASK: Confirm PSAR's
recommendation of \$15,244,000
for White River Restoration
Habitat project.



2

WHITE RIVER RESTORATION



ASK: Confirm PSAR's
recommendation of \$15,244,000
for White River Restoration
Habitat project.



APPROVED!

3

WHITE RIVER - FOSTER



RELATED ASK: Continue Foster
Pilot Project Joint Legislative Task
Force.

4

WHITE RIVER - FOSTER



RELATED ASK: Continue Foster Pilot Project Joint Legislative Task Force.



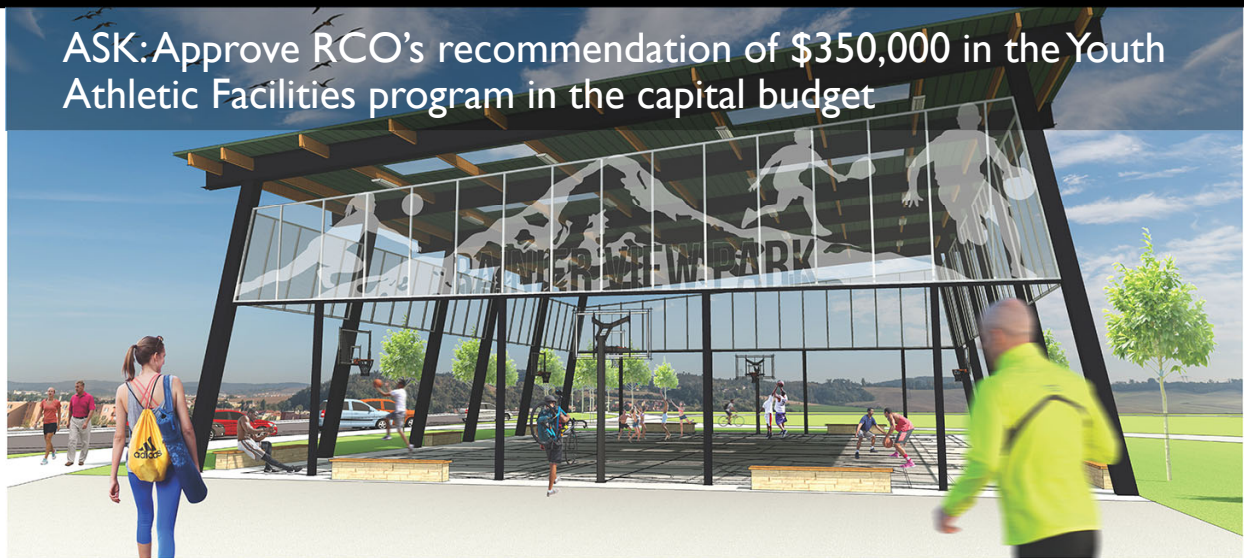
APPROVED!

5

RAINIER VIEW PLAYSHED



ASK: Approve RCO's recommendation of \$350,000 in the Youth Athletic Facilities program in the capital budget



6

RAINIER VIEW PLAYSHED



ASK: Approve RCO's recommendation of \$350,000 in the Youth Athletic Facilities program in the capital budget



7

RAINIER VIEW PLAYSHED



ASK: Approve \$244,625 request in Local Community Projects



8

RAINIER VIEW PLAYSHED



ASK: Approve \$244,625 request in Local Community Projects



9

STEWART ROAD BRIDGE



Ask: Fund final \$7 million for Stewart Road Bridge



10

STEWART ROAD BRIDGE



Ask: Fund final \$7 million for Stewart Road Bridge

While the Legislature did not pass a new transportation funding package, the 21-23 Transportation Budget relying on existing funds included \$3.7 million through FMSIB for the Stewart Road Bridge project.

11

I 66TH & SR 410 INTERCHANGE



ASK: Update existing \$500,000 funding and allocate \$2 million more for SR 410 Interchanges



12

166TH & SR410 INTERCHANGE



ASK: Update existing \$500,000 funding and allocate \$2 million more for SR 410 Interchanges

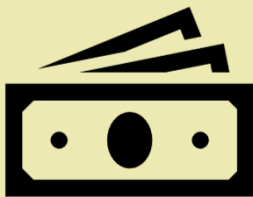
The 21-23 Transportation Budget relying on existing funds maintains \$500,000 for ongoing 410 Interchange improvements that Sumner intends to use for the 410/166th Interchange.

13

SALES TAX MITIGATION



Ask: Respect State shared revenues and add fiscal flexibility where possible.

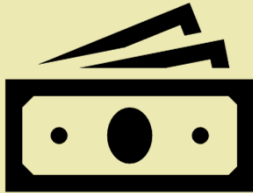


14

SALES TAX MITIGATION



Ask: Respect State shared revenues and add fiscal flexibility where possible.



APPROVED!

HB 1521 – Manufacturing & Warehousing Job Centers Program replaces the former Streamlined Sales Tax program with a new Manufacturing & Warehousing Job Centers Account to benefit Sumner and other cities that are warehousing and manufacturing centers.

15

OTHER TOPICS



- Ask: Collaborate with cities' existing work to fulfill the GMA vision.



16

OTHER TOPICS



- Ask: Collaborate with cities' existing work to fulfill the GMA vision.
- Ask: Include utility needs with housing instability assistance.

17

OTHER TOPICS



- Ask: Collaborate with cities' existing work to fulfill the GMA vision.
- Ask: Include utility needs with housing instability assistance.
- Ask: Commit to and fund policing reform

18

CITY COUNCIL AGENDA CALENDAR

Updated May 17, 2021

CA – CONSENT AGENDA **ES** – EXECUTIVE SESSION **NB** – NEW BUSINESS
UB – UNFINISHED BUSINESS **P** – PRESENTATION **PH** – PUBLIC HEARING **PR** - PROCLAMATION

8/18 – All Staff Meeting

JUNE 7 (RCM)

PH Development Agreement between the City and the SBLSD regarding the Sumner High School Modernization Project
 CA Resolution No. XXXX – Amending ILA with SBLSD for SRO Program
 CA Review of a Public Employee
 NB Ordinance No. XXXX - Amending Animal Code SMC 6.04
 NB Ordinance No. XXXX – Amending Animal Code SMC 6.10
 NB Ordinance No. XXXX – Municipal Code Updates re: East Pierce Fire & Rescue
 NB Ordinance No. XXXX - Emergency Management Code Update
 NB Ordinance No. XXXX – Amending Fireworks SMC 8.08

JUNE 14 (SS)

- Library Update
- Legislative Session Update

JUNE 21 (RCM)

CA FHWA Grant Acceptance 166th Avenue Widening Project
 UB Development Agreement between the City and the SBLSD regarding the Sumner High School Modernization Project

JUNE 28 (SS)

Main Street Visioning Final Presentation

JULY 6 (RCM)

CA Resolution No. XXXX – Traffic Safety Task Force ILA

JULY 12 (SS)

JULY 19 (RCM)

JULY 26 (SS)

Pending

MISC.	MISC.	WHITE RIVER RESTORATION PROJECT
ROW Vacation Code Amendment	Library Property Surplus	PH - Surplus Utility Property South of 24 th Street East
LEOFF 1 Policies	Contract Approval Code Amendment	UB - Resolution No. XXXX - Surplus Utility Property South of 24 th St E
PH / Ordinance ROW Vacations SBLSD (6)	Temporary Use Permit – Food Trucks	PSA Golf Course Extension
Sign Code Update	SSHAP agreement	BNSF Agreement
Raffle Repeal SMC 904	Update electronic signatures code	CWA Agreement
CTR Ordinance Update	Director Authority clean up	CA - Water Rights Cost Reimbursement Agreement
Development Agreement Code updates	HAP Prioritization	

May 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1
3	4	5	6	7	8
6:00PM Regular Council Meeting (Virtual)	4:00 PM Public Works Committee (Virtual)		CANCELLED 6:00PM Planning Commission (Virtual)		
10	11	12	13	14	15
6:00PM Study Session (Virtual)		5:30PM Finance Committee (Virtual) 6:30PM - CANCELLED Design Commission (Virtual)	4:30PM Forestry/Parks Commission (Virtual)		
17	18	19	20	21	22
6:00PM Regular Council Meeting (Virtual)		5:00PM Public Safety (Virtual)			
24	25	26	27	28	
6:00PM Study Session (Virtual)		5:00PM CD Committee (Virtual)	5:30PM Arts Commission (Virtual)		
31					
Recognized Holiday City Hall Closed					

Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. **These meetings are accessible to persons with disabilities.** For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.

Name: Michelle Converse, CMC
Title: City Clerk

City of Sumner www.sumnerwa.gov
1104 Maple Street
Sumner, Washington 98390
Ph: (253) 299-5590

JUNE 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5
	4:00 PM Public Works Committee (Virtual)	5:30PM Finance Committee (Virtual)	6:00PM Planning Commission (Virtual)		
7	8	9	10	11	12
6:00PM Regular Council Meeting (Virtual)		6:30PM Design Commission (Virtual)	4:30PM Forestry/Parks Commission (Virtual)		
12	13	14	15	16	17
6:00PM Study Session (Virtual)		5:00PM Public Safety (Virtual)			
19	20	21	22	23	24
6:00PM Regular Council Meeting (Virtual)		5:00PM CD Committee (Virtual)	5:30PM Arts Commission (Virtual)		
26	27	28	29	30	
6:00PM Study Session (Virtual)					

*Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. **These meetings are accessible to persons with disabilities.** For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.*

Name: Michelle Converse, CMC

Title: City Clerk

City of Sumner
1104 Maple Street
Sumner, Washington 98390
Ph: (253) 299-5500 Fax: (253) 299-5509
Website: **www.sumnerwa.gov**

SUBJECT: Per RCW 42.30.110(i) – Potential Litigation

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

There will be an executive session to discuss with council a matter that is subject to potential litigation. There will be no action to follow.

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:



SUBJECT: Per RCW 42.30.140 - Labor Negotiations

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Tonight's executive session is for the purpose of discussing with Council labor union negotiations, which discussions are exempt from the Open Public Meetings Act pursuant to RCW 42.30.140. There will be no action to follow.

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION: