



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

December 6, 2021 6:00 PM

<https://sumnerwa-gov.zoom.us/j/88282649461>

Or One tap mobile :

US: +12532158782,,88282649461# or +16699006833,,88282649461#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 669 900 6833 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592
or +1 312 626 6799

Webinar ID: 882 8264 9461

CALL TO ORDER

Pledge of Allegiance

Invocation - Chere Jewitt

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

PRESENTATION

1. Recognition of Elected and Appointed Officials

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

CONSENT AGENDA

1. Approval of the minutes from the regular council meeting of November 15, 2021 and the November 22, 2021, study session
2. Approval of electronic checks and payments in the amount of [\\$1,617,301.99](#).
3. Bushore/Eagle Asphalt Asbestos Abatement Change Order
4. Resolution No. 1603 - Interagency Agreement for the Housing of Inmates in the Puyallup City Jail
5. Resolution No. 1606 - Justice Assistance Grant Acceptance

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
 - a. Ordinance No. 2802 - Mid-Biennial Budget Amendment
2. **Public Comment (Limit 3 minutes)**

Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than

5:30pm on the date of the meeting. Any written comments received will be read into the record and provided to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Municipal Court Judge Appointment
- b. Ordinance No. 2803 - American Rescue Plan Act Budget Amendment
- c. 2022 Legislative Agenda
- d. Resolution No. 1605 - Main Street Visioning Plan Adoption

4. Reports

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

5. Executive Session

6. Adjournment

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

SUBJECT: Approval of the minutes from the regular council meeting of November 15, 2021 and the November 22, 2021, study session

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. November 15, 2021 - regular council meeting minutes
2. November 22, 2021 - study session meeting minutes

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the previous two council meetings.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Pass as written.

CITY OF SUMNER
Council Meeting
Minutes – November 15, 2021

The Covid-19 pandemic continues to impact the health and safety of our community. In an effort to be diligent, the city is continuing to conduct all public meetings virtually, using the ZOOM platform. Access information can be located on the city's website, and on each meeting agenda. As the pandemic evolves, and when it is safe to do so, we look forward to welcoming everyone back to City Hall for in-person and hybrid meetings in our newly renovated council chambers.

CALL TO ORDER

The Sumner City Council met in regular session at 6:00pm, with Mayor William L. Pugh presiding.

Staff present via electronic device: City Administrator Jason Wilson, City Attorney Andrea Marquez, Community Development Director Ryan Windish, Public Works Director Mike Dahlem, Administrative Services Director Jeff Steffens, Communications Director Carmen Palmer, Deputy City Attorney Maili Barber, Chief Financial Officer Kassandra Raymond, Development Services Director Doug Beagle, and City Clerk Michelle Converse

Mayor and Councilmembers present via electronic device: Mayor Bill Pugh, Councilmembers Bitetto, Brown, Hamilton, Hayden, Hochstatter, Neuman and Reed

CONSENT AGENDA

MOVED BY HAYDEN, SECONDED BY HOCHSTATTER TO APPROVE THE CONSENT AGENDA CONSISTING OF THE FOLLOWING:

1. Electronic checks and payments in the amount of \$1,617,301.99.
2. Approval of the council meeting minutes from the November 1, 2021 regular council meeting and the study session from November 8, 2021.
3. Resolution No. 1599 - Interlocal Agreement with City of Pacific Regarding Extension of Sewer and Water to Mosby Parcel
4. Resolution No. 1601 - Accepting Housing Implementation Grant
5. Resolution No. 1602 - Interlocal Agreement with Pierce County for Comprehensive Solid and Hazardous Waste Management Planning
6. Sumner Tapps Guardrail Upgrade – Construction Management Supplement

PASSED BY VOICE VOTE

PUBLIC HEARING

Ordinance No. 2802 – 2021/2022 Mid-Biennial Budget Amendment

Mayor Pugh opened the Public Hearing at 6:05pm and called on Chief Financial Officer Kassandra Raymond to address the council.

City Council adopted the 2021/2022 Biennial Budget by Ordinance #2758 on December 7, 2020. Per RCW 35.34.130, cities adopting a biennial budget are required to provide by ordinance a mid-biennial review no later than the conclusion of the first year of the fiscal biennium. This review provides staff the opportunity to review revenue and expenditure trends, capital programs, and make adjustments as necessary. The mid-biennial budget amendment was reviewed by the Finance & Personnel Committee on November 3, 2021, and in City Council Study Session on November 8, 2021. This public hearing provides the community opportunity to comment on the proposed amendments. City Council action is

scheduled December 6, 2021. This 2021/2022 Mid-Biennial Budget Amendment makes changes as follows:

- General Fund (001): Recognizes one-time criminal justice revenue distribution. Includes amendments for a variety of operational adjustments, including legal prosecution services, and changes to events.
- Tourism Tax Fund (106): Amendments for the recommended 2021/2022 work plan.
- Sidewalk Capital Fund (302): Amendments to support 2022 sidewalk program administration.
- Parks Capital Fund (310): Includes support for Heritage Park Design funded by Tourism Fund.
- Street Capital Fund (320): Recognizes new grant funding and expenditures for Maple Street Pedestrian Signal and Stewart Road Bridge.
- Facilities Capital Fund (325): Includes expenditure amendments for Public Works Operations Facility design of the north property. Also includes support for Ryan House improvements funded by the Tourism Fund (106).
- Water Fund (401): Includes amendments to support purchase of water meters, and various capital projects.
- Sewer Fund (402): Includes amendments to support lift station improvements. Also includes amendments to support capital projects at the Wastewater Treatment Facility, with support from the City of Bonney Lake.
- Stormwater Fund (408): Amendment to support paving and planting of Decant facility.
- Cemetery Development Fund (415): Recognizes revenues and amends expenditure for Green Burial development.
- Animal Control Fund (440): Re-appropriates funding from 2020 for the office remodel (funded by a bequest).
- Information Technology Fund (551): Amends budget for 2021 unanticipated expenditures and corresponding assessments to user funds.
- Development Impact Fee Fund (605): Amend expenditure to support the Stewart Road Bridge project.
- All funds: Recognizes 2021 labor changes from non-representated staff salary survey (Ordinance No. 2799)

Ordinance No. 2802		
Mid-Biennial Budget Amendment	Revenues	Expenditures
General Fund	\$41,467	\$129,808
Reserve Funds	-	-
Special Revenue Funds	25,000	318,000
Debt Service Funds	-	-
Capital Funds	2,066,700	2,047,700
Utility Funds	106,406	1,445,564
Other Enterprise Funds	40,000	50,690

Internal Service Funds	76,130	84,186
Fiduciary Funds	-	700,000
Totals	\$2,355,703	\$4,775,949

With no comments from the public, the Public Hearing was closed at 6:12pm.

UNFINISHED BUSINESS

Resolution No. 1600 – Setting the 2022 Ad Valorem Property Tax

MOVED BY NEUMAN SECONDED BY HAYDEN TO ADOPT RESOLUTION NO.1600 - SETTING THE AD VALOREM PROPERTY TAX LEVY FOR 2022.

Chief Financial Officer Kassandra Raymond addressed the council.

RCW 84.55.120 mandates a public hearing on revenue sources for the upcoming year's budget, including consideration of any potential increases in property tax revenues. The hearing process provides Sumner residents with the opportunity to voice their opinions prior to the adoption of the property tax levy. The required hearing about the property tax levy was held November 1, 2021.

In accordance with RCW 84.55.120, the Mayor of the City of Sumner must certify to the Pierce County Assessor-Treasurer and the Pierce County Council that the City of Sumner requests the following property tax amounts to be collected in 2022:

A total levy of \$4,319,808, which includes a 2.5% increase over the prior year's collections as authorized by RCW, plus revenues resulting from new construction and improvements (\$102,724), and administrative refunds (\$513).

In authorizing this action, it is the Council's intent that:

1. Of the effective levy rate, \$0.077087 per \$1,000 of assessed valuation shall be committed to leveraging funding opportunities (e.g. grants) for street/transportation projects, in an amount equal to \$330,000.
2. Of the effective levy rate, \$0.081759 per \$1,000 of assessed valuation, in an amount equal to \$350,000, shall be reserved for Council appropriation in a future biennial budget cycle.

The 2021 levy rate of \$1.10 (rounded) per \$1,000 of assessed valuation was based on an overall City assessed valuation of \$3,731,166,761. Based on the 2021 preliminary certification from Pierce County for tax year 2022, the 2021 assessed valuation for 2022 taxes is estimated at \$4,280,857,384, resulting in a preliminary levy rate for tax year 2022 of \$1.01.

COUNCILMEMBER REED MOVED THAT SECTION 1, PARAGRAPH TWO BE AMENDED TO READ, "THE MAXIMUM LEGALLY AUTHORIZED LEVY IS \$4,606,892.17. THE REQUIRED REGULAR PROPERTY TAX LEVY NEEDED BY THE CITY OF SUMNER OF \$4,258,173 IS HEREBY AUTHORIZED FOR THE LEVY TO BE COLLECTED IN THE 2022 TAX YEAR. THE DOLLAR AMOUNT OF THE INCREASE OF THE ACTUAL LEVY AMOUNT FROM THE PREVIOUS YEAR FROM THE PREVIOUS YEAR IS \$41,090. THIS IS A 1% INCREASE FROM

THE PREVIOUS YEAR. THIS INCREASE IS EXCLUSIVE OF ADDITIONAL REVENUE RESULTING FROM NEW CONSTRUCTION, IMPROVEMENTS TO PROPERTY, NEWLY CONSTRUCTED WIND TURBINES, ANY INCREASE IN THE VALUE OF STATE ASSESSED PROPERTY, ANY ANNEXATIONS THAT HAVE OCCURRED AND REFUNDS MADE.

SECONDED BY BROWN.

Discussion ensued.

AMENDMENT PASSED 4-3.

COUNCILMEMBERS VOTING YES – BITETTO, BROWN, REED AND HAMILTON

COUNCILMEMBERS VOTING NO – NEUMAN, HAYDEN AND HOCHSTATTER

MAYOR PUGH THEN CALLED FOR THE VOTE FOR RESOLUTION NO. 1600 – SETTING THE 2022 AD VALOREM PROPERTY TAX AS AMENDED.

PASSED 6-1

COUNCILMEMBERS VOTING YES – REED, HOCHSTATTER, BROWN, HAMILTON, BITETTO AND NEUMAN

COUNCILMEMBERS VOTING NO - HAYDEN

PASSED AS AMENDED.

PUBLIC COMMENT

There was no public comment tonight.

NEW BUSINESS

There was none tonight.

COUNCIL REPORTS

Deputy Mayor Hayden voted no on Resolution No. 1600 – Property Tax, she fears there may be implications in the future. She also hopes the weather will settle down.

Councilmember Hamilton told everyone to stay safe out there.

Councilmember Hochstatter had nothing to report tonight.

Councilmember Brown joked that he didn't have to remove the leaves in his yard, because the wind was blowing them into his neighbor's yard.

Councilmember Neuman is feeling torn, she really enjoyed the Sumner Main Street Association Trick or Treating event, it was great to see something normal happening. But, on the other hand, please remember to wear your mask if you aren't vaccinated. She has been assured that Puget Sound Energy is tracking the storm activity, and she hoped everyone stays safe or are able to find a safe place.

Councilmember Bitetto had no report tonight.

Councilmember Reed complemented Animal Control Supervisor Nikki Thawsh. This morning in his neighborhood was a very confused racoon. AC Supervisor Thawsh was dispatched to the call,

captured the racoon and assured the neighborhood that after the animal is examined, it will be released into a safe environment.

CITY ADMINISTRATOR

City Administrator Wilson reported on the following-

- Next Week's Study Session
 - ARPA Committee Update
 - Main Street Vision Plan
- No meeting on November 29th (5th Monday)
- Next Regular Council Meeting on December 6th:
 - Elected and Appointed Official Recognition (Jenkins, Causseaux, Hamilton, Pugh)
 - Resolution Justice Assistance Grant Acceptance
 - ILA with Puyallup for Jail Services
 - Ordinance Adopting the Mid-Bi Budget Amendment
 - Confirmation of the Appointment of Municipal Court Judge
 - Adoption of the 2022 Legislative Agenda
 - Resolution Adopting the Main Street Visioning Plan

Miscellaneous:

- Happy to report no significant river flooding impacts. The White River will remain high throughout the week.

MAYOR REPORT

Mayor Pugh thought he was doing better in his recovery from his fall, but after visiting a staff member's office, (who told him he was shuffling like an old man) did he realize that he isn't as far along in his healing as he thought he was. He will get back on his game and make that staff member take back their words.

Meanwhile, the wind has died down, but the temperature has dropped, and he ended his comments by reminding everyone to stay safe.

EXECUTIVE SESSION

There was no Executive Session tonight.

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting at 6:36pm. Councilmembers concurred.

ATTEST:

William L. Pugh, Mayor

Michelle Converse, CMC City Clerk

SUMNER CITY COUNCIL
Minutes – Study Session
November 22, 2021

The Covid-19 pandemic continues to impact the health and safety of our community. In an effort to be diligent, the city is continuing to conduct all public meetings virtually, using the ZOOM platform. Access information can be located on the city's website, and on each meeting agenda. As the pandemic evolves, and when it is safe to do so, we look forward to welcoming everyone back to City Hall for in-person and hybrid meetings in our newly renovated council chambers.

The Sumner City Council met in study session at 6:00pm, with Mayor William Pugh presiding.

Councilmembers present: Bitetto, Brown, Hayden, Hochstatter, Neuman and Reed.
Councilmember Hamilton was absent.

MOVED BY NEUMAN SECONDED BY HOCHSTATTER TO EXCUSE COUNCILMEMBER HAMILTON. PASSED BY VOICE VOTE.

Staff present: City Administrator Jason Wilson, Administrative Services Director Jeff Steffens, City Attorney Andrea Marquez, Public Works Director Mike Dahlem, Community Development Director Ryan Windish, Development Services Director Doug Beagle, Chief Financial Officer Kassandra Raymond and Deputy City Attorney Maili Barber.

REGULAR BUSINESS

1. Main Street Visioning Plan Update
2. American Rescue Plan Act Committee Update

CITY ADMINISTRATOR REPORT

AGENDA SETTING

EXECUTIVE SESSION

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 6:35pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor William L. Pugh

SUBJECT: Approval of electronic checks and payments in the amount of
[\\$1,617,301.99.](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Claim Voucher Cover Sheet

STAFF CONTACT:

SUMMARY BACKGROUND:

Check and electronic payments from the past month(s).

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

Approve as presented.



CLAIMS VOUCHER
APPROVAL
 City of Sumner Finance
 Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 26993	To: 27086	\$472,827.46 *
AP Electronic (EFTs) Payments:	From: 291	To: 299	\$608,092.46
AP Wire(s):	From: 15143	To: 15144	\$7,454.96
Payroll DD Numbers:	From: 49895	To: 50024, 4051	\$311,315.62
Payroll Check(s):	From: -0-	To: -0-	\$0.00
Payroll Wire(s):	From: 4048, 4050,	To: 4052-4057	\$217,611.49
		TOTAL	\$1,617,301.99

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

DocuSigned by:

Kassandra Raymond

Chief Financial Officer

11/9/2021 | 11:53 AM PST

Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$1,617,301.99 this 15th day of November 2021.

DocuSigned by:

[Signature]

Chair

11/11/2021 | 3:07 PM PST

Date

DocuSigned by:

Charla Neuman

Member

11/9/2021 | 12:20 AM PST

Date

DocuSigned by:

Barbara Bitetto

Member

11/8/2021 | 4:44 PM PST

Date

* Includes \$48.79 in Use Tax and (\$0.00) in Check Voids.

SUBJECT: Bushore/Eagle Asphalt Asbestos Abatement Change Order

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: \$13,098.43

Within Budget Allocation: N/A

ATTACHMENTS:

1. TITAN Earthwork, LLC Change Order
-

STAFF CONTACT: Michael Kosa, City Engineer, Jason Van Gilder, Associate City Engineer

SUMMARY BACKGROUND:

The city previously acquired the real property located at 14017 16th St. E. in Sumner, Washington for use in the City's anticipated greater white river restoration and mitigation project(s). The city has hired Titan Earthwork, LLC to remove the existing structure on the property. Subsequent to the execution of Titan's contract, asbestos containing material was found requiring abatement prior to demolishing the structures. The staff negotiated a price for this abatement with Titan and is recommending proceeding with this work as a change to their existing contract. Funding will come from the Storm Utility and Pierce County Flood Control Zone District.

COUNCIL COMMITTEE/STUDY SESSION: Finance Committee

MEETING/STUDY SESSION DATE: 12/1/2021

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a change order to Titan Earthwork LLC's Construction Contract for the Bushore/Eagle Demolition (W-21-21 / CIP 14-10), increasing the contract amount by \$13,098.43 to a total authorized amount not-to-exceed \$117,504.05, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



1104 MAPLE STREET, SUMNER WA 98390

PUBLIC WORKS DEPARTMENT

Suite 260

253-299-5700 Fax: 253-299-5539

CHANGE ORDER NO. #2

NAME OF CONTRACTOR, CONSULTANT, OR VENDOR: **TITAN Earthwork, LLC** (“Contractor”)

CONTRACT NAME & PROJECT NUMBER: **Bushore/Eagle Asphalt Demolition and Clean Up (W-21-21 / CIP14-10)**

ORIGINAL CONTRACT DATE: **10/25/2021**

This Change Order amends the above-referenced contract; all other provisions of the contract that are not inconsistent with this Change Order shall remain in effect. For valuable consideration and by mutual consent of the parties, the project contract is modified as follows:

1. Section I of the Agreement, is hereby modified as follows:

Provide all labor, materials, and equipment necessary to:

Abate asbestos containing materials on the 14017 16th St. E property (Eagle) as described in the attached proposal dated 11/9/2021 and identified in the NOW Environmental Services, Inc. Pre-Demo Asbestos Investigation report dated 11/9/2021.

2. The contract amount and time for performance provisions of are hereby modified as follows:

Original Contract Sum, including applicable alternates and WSST.	\$ 101,563.68
Net Change by Previous Change Orders (incl. applicable WSST)	\$ 2,841.94
Current Contract Amount (incl. Previous Change Orders)	\$ 104,405.62

Current Change Order	\$ 11,972.97
Applicable WSST Tax on this Change Order	\$ 1,125.46
Revised Contract Sum	\$ 117,504.05

Original Time for Completion (insert date)	30 Working Days
Net Time for Completion under prior Change Orders (insert date)	0 Working Days
Days Required $\pm$ for this Change Order	3 Working days
Revised Time for Completion (insert date)	33 Working Days

The Contractor accepts all requirements of this Change Order by signing below. Also, pursuant to the above-referenced contract, Contractor agrees to waive any protest it may have regarding this Change Order and acknowledges and accepts that this Change Order constitutes final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Change Order, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits.

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

3. The Contractor will adjust the amount of its performance bond (if any) for this project to be consistent with the revised contract sum shown in section 2, above.

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

CONTRACTOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>William Pugh</u> Its <u>Mayor</u> (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

SUBJECT: Resolution No. 1603 - Interagency Agreement for the Housing of Inmates in the Puyallup City Jail

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1603 - Interagency Agreement for Jail Services with Puyallup

STAFF CONTACT: Brad Moericke, Police Chief

SUMMARY BACKGROUND:

The city of Sumner has had an interlocal agreement with the city of Puyallup since 1998 for the housing of inmates at the Puyallup City Jail. Over the years, the agreement has been updated and replaced as needed. This interlocal agreement would replace the current agreement last entered into in 2017. The principal changes are resetting the base daily rate charged for each Sumner inmate housed at the Puyallup City Jail.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety Committee
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MEETING/STUDY SESSION DATE: 11/17/2021
--

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Pass the resolution authorizing the Mayor to enter into the interlocal agreement.

**RESOLUTION NO. 1603
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES IN THE
PUYALLUP CITY JAIL.**

WHEREAS, the City of Sumner desires to have available jail facilities locally to provide for the custody and care of our misdemeanor inmates; and

WHEREAS, the City of Puyallup owns and operates a municipal jail located at 311 West Pioneer in Puyallup; and

WHEREAS, the City of Sumner has had agreements with the City of Puyallup to provide jail services since 2017; and

WHEREAS, both the City of Sumner and City of Puyallup desire to enter into a new successor agreement for the housing of inmates; and

WHEREAS, such agreements are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Cities and Counties Jails Act, Chapter 70.48 RCW; and

WHEREAS, the Sumner City Council Public Safety Committee recommended approving this resolution during their committee meeting on November 17, 2021.

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

Section 1. The Mayor is authorized to enter into the interlocal agreement providing for the housing of inmates in the Puyallup City Jail substantially in a form as approved by the City Attorney.

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

APPROVED AND ADOPTED this 6th day of December 2021.

Mayor William L. Pugh

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez

**INTERAGENCY AGREEMENT BETWEEN THE CITY OF PUYALLUP,
WASHINGTON AND CITY OF SUMNER, WASHINGTON, FOR THE
HOUSING OF INMATES IN THE PUYALLUP CITY JAIL**

This agreement is between the City of Puyallup, a municipal corporation of the State of Washington (hereinafter "Puyallup") and the City of Sumner, a municipal corporation of the State of Washington (hereinafter "Sumner").

Recitals

WHEREAS, RCW 39.34 and RCW 70.48, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter agreements with each other for providing jail services; and

WHEREAS, Sumner wishes to designate the Puyallup Jail as a place of confinement for inmates from the City of Sumner; and

WHEREAS, in an effort to streamline administrative procedures and ensure that the daily rate of \$158.28 to house inmates at Puyallup's jail is consistent with the current operating costs, it is necessary to enter into an updated interagency agreement; and

WHEREAS, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

Agreement

1. **GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, the applicable laws and administrative rules and regulations of the State of Washington shall control. Any actions, suit, or judicial or administrative proceeding for the enforcement of this agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in Pierce County.

2. **EFFECTIVE DATE**

This Agreement shall commence on _____ and terminate one year from this date. The Agreement will be automatically renewed for successive one-year terms unless terminated by either party pursuant to section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated at any time by written notice from either party to the other party delivered by regular mail to the contact person identified in §4, provided that termination shall become effective ninety (90) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail. Within said ninety (90) days, Sumner agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Sumner shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Sumner retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, §24 Indemnity, shall remain in force until such time as all inmates from Sumner have been retaken.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Puyallup: Chief of Police
Puyallup Police Department
311 W Pioneer
Puyallup, WA 98371

Contact: Chief of Police
1104 Maple St, Ste 140
Sumner, WA 98390

5. COMPENSATION

a) Bed Rate. In consideration of Puyallup's commitment to house Sumner inmates, Sumner shall pay Puyallup one hundred fifty-eight dollars and 28/100 (\$158.28) per day for each inmate housed.

b) Administrative Booking Rate. Puyallup will authorize Sumner Police Officers to transport misdemeanor level suspects to its jail for administrative booking. Administrative booking shall include booking suspects into the jail pursuant to Puyallup Jail policies and standard operating procedures and detaining those suspects until booking information, including fingerprints and photographs, are obtained. Following the booking process, suspects shall be transported by Sumner Officers back to the City of Sumner where they will be released. As compensation for the administrative booking services, Sumner shall pay Puyallup sixty-two dollars (\$62.00) for each administratively booked individual. Any other costs associated with the administrative booking process shall be the sole responsibility of the City of Puyallup.

c) Bed Rate and Administrative Booking Rate will be increased at a rate of 100% of the Seattle-Tacoma-Bellevue CPI-U first half index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise

negotiated and agreed by the parties. (For example, the 2022 Seattle-Tacoma-Bellevue CPI-U first half index will set the amount of the January 1, 2023 increase to Bed Rate and Administrative Booking Rate.).

d) Billing and Payment. Puyallup agrees to provide Sumner with an itemized bill listing all names of inmates who are administratively booked or housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Puyallup agrees to provide said bill by the last day of each following month. Sumner agrees to make payment to Puyallup within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

Puyallup agrees to provide jail services or administrative booking for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Sumner's jurisdiction.

7. Booking

Inmates shall be booked pursuant Puyallup's booking policies and procedures. Inmates transported by Sumner Officers that are not acceptable at booking, will be the responsibility of the Sumner Officers to transport back to the City of Sumner.

Pursuant to RCW 70.48.130, and as part of the booking procedure, Puyallup shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which the inmate is entitled. The information is to be used for third party billing.

8. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Puyallup to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Puyallup, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Puyallup shall provide facilities for consultation and communication between inmates and their legal counsel. It shall also be the responsibility of Puyallup to calculate "good time" accrued in and subsequent release of the inmate in accordance with the Puyallup's standard practice and procedure. Sumner agrees to be bound by Puyallup's standard practice and procedures related to inmates housed in the Puyallup Jail.

9. RIGHT TO REFUSAL

To the greatest extent permitted by law, Puyallup shall have the right to refuse to accept Sumner inmates or to return a Sumner inmate to the City of Sumner if in the judgment of

Puyallup, the inmate has a current illness or injury which may adversely affect the operations of the Puyallup Jail, has history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves. Further, Puyallup may refuse to accept an inmate if the jail is at or near capacity or if in the judgement of Puyallup that accepting an inmate may create a risk to the safety of persons or property.

10. RETAKING OF INMATES

Upon request from Puyallup, Sumner shall, at its expense, retake any Sumner inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Sumner inmate is terminated for any reason, Sumner, shall, at its expense, retake such inmate from Puyallup.

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Sumner law enforcement officers placing Sumner misdemeanants in the Puyallup Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgment and sentence, to the Puyallup Jail upon booking of an inmate. Sumner is also responsible for providing Puyallup Jail with a complete bail schedule no later than January 1 of each year.

12. NON-ASSIGNABILITY.

This Agreement may not be assigned by either party.

13. TRANSPORTATION

Sumner inmates incarcerated in Puyallup pursuant to this Agreement shall be transported to Puyallup by and at the expense of Sumner and shall be returned, if necessary, to the City Sumner by Sumner personnel and at Sumner's expense. Puyallup is not responsible for transportation of Sumner inmates under this Agreement and shall be reimbursed by Sumner for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Puyallup becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$55.00 per hour.

14. RECORDS AND REPORTS

(a) Sumner shall forward to Puyallup before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Puyallup shall keep all necessary and pertinent records concerning such inmates incarcerated in Puyallup Jail. During an inmate's confinement in Puyallup, Sumner shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

15. MEDICAL TREATMENT

(a) Inmates shall receive medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Puyallup jail. Puyallup shall provide for routine minor medical services in the Puyallup jail. Examples of medical services which may be provided in the Puyallup Jail but which are not routine, and for which Sumner shall be billed include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. Sumner shall be responsible for any and all medical, dental or mental health costs incurred by or on behalf of a Sumner prisoner including but not limited to prescriptions, appliances, supplies, emergency transport associated with the delivery of any emergency and/or medical service provided to Sumner inmates.

(b) An adequate record of all such services shall be kept by Puyallup in accordance with HIPAA regulations for Sumner's review at its request. Any medical or dental services of major consequence shall be reported to Sumner as soon as time permits.

(c) Sumner shall be responsible for any and all costs incurred by or on behalf of a Sumner prisoner regarding hospitalization. If necessary, Sumner shall reimburse Puyallup dollar for dollar any amount expended or cost incurred by Puyallup in providing the same; provided that, except in emergencies, Sumner will be notified by contacting a duty Sergeant at the Sumner Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Sumner from retaking the ill or injured inmate. In the event a Sumner inmate is taken by emergency to a hospital, Puyallup shall notify Sumner as soon as practicable following emergency transport. Sumner is responsible for providing security during any period of hospitalization.

16. DISCIPLINE

Puyallup shall have physical control over and power to exercise disciplinary authority over all inmates of Sumner. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

17. STANDARD OF RELEASE

Sumner shall adopt Administrative Order No. 2013-01 Puyallup Municipal Court Standards of Release.

18. VIDEO ARRAIGNMENT

Upon request, Puyallup will provide video arraignment services at the rate of \$55.00 per hours with a (4) four-hour minimum charge.

19. REMOVAL FROM THE JAIL

An inmate from Sumner legally confined in Puyallup shall not be removed from there by any person except:

- a) When requested by Sumner Police Department in writing authorizing such

- release; or
- b) Upon court order in those matters in which said court has jurisdiction over such inmate; or
- c) For appearance in the court in which a Sumner inmate is charged; or
- d) In compliance with a Writ of Habeas Corpus; or
- e) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- f) For other scheduled court appearances, including those for which they are not being held, or
- g) Upon the execution of the Standards of Release Administrative Order No. 2013-01, or
- h) For medical care (see §15) and court ordered evaluations.

20. ESCAPES

In the event any Sumner inmate shall escape from Puyallup's custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Sumner. Puyallup shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connection therewith shall be chargeable to and borne by Puyallup, however, Puyallup shall not be required to expend unreasonable amounts to pursue escaped inmates beyond its jurisdiction.

21. DEATH OF AN INMATE

a) In the event of the death of a Sumner inmate, Puyallup shall notify the Pierce County Medical Examiner. Sumner shall receive copies of any records made at or in connection with such notification, unless prohibited by law or court order. Reasonable copying costs for such copies shall be borne by Sumner.

b) Puyallup shall immediately notify Sumner of the death of a Sumner inmate, furnish reasonable and necessary information as reasonably requested and follow reasonable instructions of Sumner with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Sumner. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

22. DISPUTE BETWEEN SUMNER AND PUYALLUP

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Sumner and Puyallup, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written

agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

23. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement;

(b) Each party shall obtain and maintain coverage in minimum liability limits of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

24. HOLD HARMLESS AND INDEMNIFICATION

a) Puyallup shall defend, indemnify and hold Sumner, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Puyallup in performance of this Agreement.

b) Sumner shall defend, indemnify and hold Puyallup, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Sumner in performance of this Agreement.

c) Puyallup and Sumner hereby waive, as to each other only, their immunity from suit under industrial insurance, title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

d) The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

25. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Puyallup is an independent contractor and neither it, nor its officers, officials, agents or employees are employees of Sumner for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim or career service or civil service rights, which may accrue to employees of Sumner or Puyallup under any applicable law, rule or regulation.

26. PRISON RAPE ELIMINATION ACT

Puyallup acknowledges and is working toward compliance of the Prison Rape Elimination Act regarding custodial sexual misconduct.

27. MISCELLANEOUS

Concurrent Original. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.

No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

28. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

29. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF PUYALLUP:

CITY OF SUMNER:

By: Steve Kirklie
Its: City Manager
Date: _____

By: William L. Pugh
Its: Mayor
Date: _____

ATTEST:

ATTEST:

By: Brenda Fritsvold
Its: City Clerk
Date:_____

APPROVED AS TO FORM:

By: Shawn Arthur
Its: Deputy City Attorney
Date:_____

By: Michelle Converse
Its: City Clerk
Date:_____

APPROVED AS TO FORM:

By: Andrea Marquez
Its: City Attorney
Date:_____

SUBJECT: Resolution No. 1606 - Justice Assistance Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: \$31,070

Within Budget Allocation: Yes

ATTACHMENTS:

1. Resolution No. 1606 - Justice Assistance Grant Acceptance

STAFF CONTACT: Brad Moericke, Police Chief

SUMMARY BACKGROUND:

In order to comply with HB 1223 (Recording of Custodial Interrogations Act) all adult felony or any juvenile recordings conducted inside a police facility on or after January 1, 2022 must be both audio and video recorded in order to be admissible as evidence in a criminal proceeding. Currently, our two interview rooms are video recorded (not audio) and stored on the city's DVR system. We applied for funding through a Justice Assistance Grant (JAG) administered by the Department of Commerce. We received notification on 09/21/2021 that our project has been recommended for full funding. The final grant documents are attached. These funds will be used to purchase and install recording equipment for both interview rooms.

COUNCIL COMMITTEE/STUDY SESSION: Personnel & Finance

MEETING/STUDY SESSION DATE: 10/6/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Resolution No. 1606 - Justice Assistance grant acceptance.

RESOLUTION NO. 1606

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM THE U.S. DEPARTMENT OF JUSTICE**

WHEREAS, the City of Sumner desires to install new audio and video recording equipment in its two interview rooms inside of the police department at 1104 Maple Street; and

WHEREAS, to help accomplish and fund the purchase and installation of the recording equipment, the City of Sumner applied for a U.S. Department of Justice, Justice Assistance Grant through the Washington State Department of Commerce; and

WHEREAS, in September 2021 the City of Sumner was awarded full funding for the purchase and installation of the recording equipment in the amount of \$31,070; and

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

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

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Department of Justice grant and authorizes the Mayor or designee to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

ADOPTED AND APPROVED this 6th day of December 2021.

William L. Pugh, Mayor

Approved as to form:

Attest:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

Interagency Agreement with

Sumner Police Department

through

Justice Assistance Grant

For

Purchase and install of audio/visual recording systems

Start date: November 1, 2021

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: F20-31440-002

**Washington State Department of Commerce
Community Services and Housing Division
Office of Firearm Safety and Violence Prevention – Public Safety Unit
Justice Assistance Grant**

1. Contractor Sumner Police Department 1104 Maple Street Suite 140 Sumner, WA 98390-1407		2. Contractor Doing Business As (optional) 	
3. Contractor Representative Brad Moericke Chief of Police 253-299-5640 bradm@sumnerwa.gov		4. COMMERCE Representative Abigail Snyder Program Manager 360-515-6205 Abigail.Snyder@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$31,070	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7. Start Date November 1, 2021	8. End Date October 31, 2022
9. Federal Funds (as applicable) \$31,070	Federal Agency: Department of Justice	CFDA Number: 16.738	Indirect Rate (if applicable): Not Applicable
10. Tax ID # 91-6001282	11. SWV # SWV000719-00	12. UBI # 277-000-014	13. DUNS # 700581440000
14. Contract Purpose To purchase and install audio/visual recording systems to help ensure equity in the justice system.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR CONTRACTOR _____ Brad Moericke, Chief of Police _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: September 17, 2020

Federal Award Identification Number (FAIN): 2020-DJ-BX-0039

Total amount of the federal award: \$3,133,866

Awarding official: Katherine T. Sullivan

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. 2020-DJ-BX-0039 awarded by Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Firearm Safety & Violence Prevention – Public Safety Unit, Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$31,070 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$31,070, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE at least quarterly, but, not more often than monthly.

The invoice shall include the Contract Number F20-31440-002.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices.

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

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

Duplication of Billed Costs

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

Disallowed Costs

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

8. SUBCONTRACTOR DATA COLLECTION

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

9. AUDIT

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

10. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C.** The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such Contractor shall attach an explanation to this Contract.
- E.** The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. INSURANCE

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

12. ORDER OF PRECEDENCE

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

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

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

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

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

Attachment A Scope of Work

Contractor shall purchase the following equipment:

- 2 Interview-in-progress kits
- 2 Covert Camera Options,
- 2 Flagging Kits, and
- 1 CaseCracker Onyx Lite

Items will be purchased & installed shortly after the Contract is executed.

The Contractor will report on the activities identified above on a quarterly basis. Quarterly reports will be due the 15th day of the month following the end of each calendar quarter of the award period.

Attachment B Budget

The budget for the award period of November 1, 2021 through October 31, 2022 is \$31,070.

Equipment & Installation Total \$31,070

Note: The Contractor may not obligate or expend any funds under this award until a completed Federal Eligibility Package has been submitted to COMMERCE.

SUBJECT: Ordinance No. 2802 - Mid-Biennial Budget Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: Per schedule

Within Budget Allocation: as amended

ATTACHMENTS:

1. Ordinance No. 2802 - Mid-Biennial Budget Amendment

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

City Council adopted the 2021/2022 Biennial Budget by Ordinance #2758 on December 7, 2020. Per RCW 35.34.130, cities adopting a biennial budget are required to provide by ordinance a mid-biennial review no later than the conclusion of the first year of the fiscal biennium. This review provides staff the opportunity to review revenue and expenditure trends, capital programs, and make adjustments as necessary. The mid-biennial budget amendment was reviewed by the Finance & Personnel Committee on November 3, 2021 and in City Council Study Session on November 8, 2021. A public hearing was held November 15, 2021, with no public comment received. This 2021/2022 Mid-Biennial Budget Amendment makes changes as follows:

- General Fund (001): Recognizes one-time criminal justice revenue distribution. Includes amendments for a variety of operational adjustments, including legal prosecution services, and changes to events.
- Tourism Tax Fund (106): Amendments for the recommended 2021/2022 work plan.
- Sidewalk Capital Fund (302): Amendments to support 2022 sidewalk program administration.
- Parks Capital Fund (310): Includes support for Heritage Park Design funded by Tourism Fund.
- Street Capital Fund (320): Recognizes new grant funding and expenditures for Maple Street Pedestrian Signal and Stewart Road Bridge.
- Facilities Capital Fund (325): Includes expenditure amendments for Public Works Operations Facility design of the north property. Also includes support for Ryan House improvements funded by the Tourism Fund (106).
- Water Fund (401): Includes amendments to support purchase of water meters, and various capital projects.
- Sewer Fund (402): Includes amendments to support lift station improvements. Also includes amendments to support capital projects at the Wastewater Treatment Facility, with support from the City of Bonney Lake.
- Stormwater Fund (408): Amendment to support paving and planting of Decant facility.
- Cemetery Development Fund (415): Recognizes revenues and amends expenditure for Green Burial development.
- Animal Control Fund (440): Re-appropriates funding from 2020 for the office remodel (funded by a bequest).
- Information Technology Fund (551): Amends budget for 2021 unanticipated expenditures and corresponding assessments to user funds.
- Development Impact Fee Fund (605): Amend expenditure to support the Stewart Road Bridge project.
- All funds: Recognizes 2021 labor changes from non-representated staff salary survey (Ordinance No. 2799)

Ordinance No. 2802		
Mid-Biennial Budget Amendment	Revenues	Expenditures
General Fund	\$41,467	\$129,808
Reserve Funds	-	-
Special Revenue Funds	25,000	318,000
Debt Service Funds	-	-
Capital Funds	2,066,700	2,047,700

Utility Funds	106,406	1,445,564
Other Enterprise Funds	40,000	50,690
Internal Service Funds	76,130	84,186
Fiduciary Funds	-	700,000
Totals	\$2,355,703	\$4,775,949

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee November 3, 2021 City Council Study Session November 8, 2021 Public Hearing November 15, 2021 MEETING/STUDY SESSION DATE: 11/8/2021 COMMITTEE RECOMMENDATION: Forward Mid-Biennial Budget Amendment to City Council Study Session.
--

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2802 amending the 2021/2022 Biennial Budget.

ORDINANCE NO. 2802
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021-2022 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2758, APPROVED DECEMBER 7, 2020, AND PREVIOUSLY AMENDED IN ORDINANCE 2762, APPROVED FEBRUARY 16, 2021, ORDINANCE 2771, APPROVED APRIL 19, 2021, ORDINANCE 2786, APPROVED AUGUST 2, 2021, ORDINANCE 2790, APPROVED AUGUST 16, 2021, ORDINANCE 2791, APPROVED AUGUST 16, 2021, AND ORDINANCE 2797, APPROVED OCTOBER 18, 2021.

WHEREAS, The Sumner City Council approved Ordinance No. 2758 which adopted a biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2762 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2771 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2786 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2790 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2791 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2797 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, RCW 35A.34.130 requires that the adopted biennial budget be subject to a mid-biennial review and modifications as needed; and

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

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2021 through December 31, 2022 as contained in the adopted 2021-2022 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance,

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

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 4. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 6th day of December, 2021.

Mayor William L. Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance	
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>12/06/21</i>	<i>Adopted</i>	<i>Previous</i>	<i>12/06/21</i>	<i>Revised</i>	
001 General	\$ 5,978,542	\$ 31,643,467	\$ 509,403	\$ 41,467	\$ 31,919,065	794,576	\$ 129,808	\$ 5,329,429	
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824	
003 Building Reserves	475,000	200,000	-	-	80,000	150,000	-	445,000	
103 Complete Streets	241,851	-	-	-	200,000	41,654	-	197	
105 Drug Enforcement	63,457	-	-	-	4,500	-	-	58,957	
106 Hotel/Motel	273,747	215,000	-	25,000	106,245	-	318,000	89,502	
115 ARPA Funding	-	-	2,910,676	-	-	1,062,000	-	1,848,676	
200 Debt Service	2,570,000	527,200	-	-	520,000	-	-	2,577,200	
221 LID Guarantee	694,969	-	-	-	-	-	-	694,969	
302 Sidewalk	477,769	4,308,069	(320,000)	10,000	3,524,069	(320,000)	10,000	1,261,769	
305 Real Estate Excise Tax	1,093,200	1,600,000	-	-	-	326,000	-	2,367,200	
307 LID Capital Project Fund	9,545	-	-	-	-	-	-	9,545	
310 Parks & Trails Capital Fund	544,740	1,237,500	461,000	100,000	1,237,500	461,000	100,000	544,740	
320 Street Capital Fund	826,206	6,709,520	600,000	1,830,700	7,679,245	-	1,131,700	1,155,481	
325 Facilities Capital Fund	183,773	26,200,000	150,000	126,000	15,700,000	150,000	806,000	10,003,773	
401 Water	13,477,844	11,104,747	-	25,000	15,719,366	88,156	578,334	8,221,734	
402 Wastewater	20,996,349	15,706,582	9,644	81,406	18,404,296	221,083	772,163	17,396,438	
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	1,729,536	
408 Stormwater	14,788,274	14,201,134	-	-	18,573,507	213,055	95,067	10,107,779	
410 Cemetery Operations	31,493	1,352,800	-	-	1,358,895	-	2,260	23,138	
415 Cemetery Development	-	-	-	40,000	-	-	25,000	15,000	
440 Animal Control	12,239	1,496,319	121,184	-	1,460,055	91,425	23,430	54,832	
501 Unemployment Insurance	43,989	-	-	-	3,055	-	-	40,934	
550 Fleet Management	6,261	1,251,664	-	-	1,251,660	-	690	5,575	
551 Information Technology	273,009	2,385,042	79,800	76,130	2,385,040	63,400	83,496	282,045	
555 Equipment Reserve	1,013,749	1,297,245	168,000	-	790,000	226,000	-	1,462,994	
601 Cemetery Endowment	1,472,385	60,000	-	-	-	-	-	1,532,385	
603 Alder Ave Remediation	25,649	-	-	-	-	-	-	25,649	
605 Development Impact Fees	7,026,351	700,000	-	-	3,397,200	135,000	700,000	3,494,151	
611 Firemen's Pension	11,832	160,000	-	-	160,000	-	-	11,832	
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 4,689,707	\$ 2,355,703	\$ 124,473,699	\$ 3,703,349	\$ 4,775,949	\$ 71,771,285	

SUBJECT: Municipal Court Judge Appointment

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Appointment Letter
-

STAFF CONTACT: William Pugh, Mayor, Jason Wilson, City Administrator

SUMMARY BACKGROUND:

Earlier this year, the Mayor was informed by Judge Jenkins that he would be retiring at the end of 2021. The Municipal Court Judge is a Mayoral appointed position subject to Council confirmation.

The city conducted a recruitment process and received eight applications. Four candidates were interviewed by the Mayor, Deputy Mayor, City Administrator and Administrative Services Director. The Mayor has appointed Krista Swain as Municipal Court Judge effective January 1, 2022 for a term ending December 31, 2025. Municipal Court Judge appointments and removals are subject to RCW Chapter 3.50. The Sumner Municipal Court Judge is considered a .40 FTE with salary and benefits commensurate with such status as prescribed by Sumner Municipal Code.

Judge Swain has been an attorney since 1996. Through private practice, she has provided prosecution and public defender services to multiple municipal governments. Since 2017, she has been the presiding Judge for Black Diamond Municipal Court and has previously served as a pro-tem Judge for our court as well as several other municipal and district courts.

Attached is a copy of the appointment letter.

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm the appointment of Krista Swain as the Sumner Municipal Court Judge.



CITY OF
SUMNER
WASHINGTON

1104 MAPLE STREET, SUMNER WA 98390

November 22, 2022

Sent via e-mail

Krista Swain

Re: Offer of Appointment – Municipal Court Judge

Ms. Swain,

We are pleased to confirm our offer to appoint you to serve as the Sumner Municipal Court Judge.

Your appointment is from January 1, 2022 through December 31, 2025. In order to provide for an appropriate operational transition, your first day of employment will be December 1, 2021.

The position of Municipal Court Judge is an appointive officer of the City and is subject to confirmation of the City Council. In this capacity, you will work in cooperation with the Mayor and City Administrator relative to the administrative operations of the court.

Salary and Benefits:

Your initial salary will be \$5,960 per month¹, which will be adjusted annually based on the cost of living increase provided to non-represented employees. This position is budgeted at 40% of a Full Time Equivalent (FTE). It is a confidential, FLSA exempt position, and thus not eligible for overtime payments.

You will be required to enroll in the Washington Public Employee's Retirement System (PERS) for the Judges Benefit Multiplier (JBM) program.

Sick leave and vacation time begins to accrue upon hire per the Sumner Municipal Code. Initial accruals are as follows:

- 3.2 hours/month vacation time accrual. This amount is prorated per SMC to match the .40 FTE.
- 3.2 hours/month sick leave time accrual. This amount is prorated per SMC to match the .40 FTE.

Miscellaneous Provisions:

The City agrees to work with you to budget appropriate funds to pay for necessary professional membership fees or dues, and training and/or required travel expenses and office and operating

¹ The 2022 monthly salary is \$6,198.

supplies. Such expenses will be paid following City Policy. The City shall provide and maintain public official's liability insurance covering you for wrongful acts rendered in the discharge of official duties at limits consistent with levels of coverage maintained for other City public officials and employees.

The City shall pay for the services of Judges Pro Tem as necessary to cover absences necessitated by judicial conferences, approved leave, as well as reasonable judicial affidavits and recusals.

If this offer is acceptable, please electronically sign below. Should you have any questions, please do not hesitate to contact Mr. Wilson at 253-299-5501.

This offer is contingent upon the City Council's acceptance of your appointment. All offers are based on current offerings as prescribed by the City of Sumner Council making them subject to change with notice.

Sincerely,

DocuSigned by:

William L. Pugh

65C9B3CE54AB46F...

William L. Pugh
Mayor

DocuSigned by:

Jason Wilson

6007C00DBF964A7...

Jason Wilson
City Administrator

I hereby accept the offer of employment with the City of Sumner, subject to the terms stated above and confirmation by the Sumner City Council.

DocuSigned by:

Krista White Swain

CF1DA55B88E340C...

Krista Swain

11/22/2021 | 6:06 PM PST

Date

SUBJECT: Ordinance No. 2803 - American Rescue Plan Act Budget Amendment**CATEGORY:** Ordinance

BUDGET IMPACT:

Expenditure Required: \$105,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. ARPA Funding Recommendations Presentation
2. Ordinance 2803 Analysis
3. Ordinance No. 2803 - American Rescue Plan Act Budget Amendment

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

The American Rescue Plan Act (ARPA) committee reviewed several possible uses of ARPA funds and has recommended allocations that address immediate needs to respond to the pandemic. The proposed ordinance would allocate \$105,000 under the following ARPA categories:

Direct Response:	\$80,000
Economic Impact:	\$25,000

The attached staff report details the expenditures and applicability to ARPA fund guidelines.

If approved, the remaining ARPA balance is \$1,743,676 for future use. The ARPA continues to meet and discuss future allocation recommendations.

COUNCIL COMMITTEE/STUDY SESSION: ARPA Committee / Study Session**MEETING/STUDY SESSION DATE:** 11/2/2021**COMMITTEE RECOMMENDATION:** do-pass**STAFF RECOMMENDATIONS/MOTION:**

A motion to adopt Ordinance No.: 2803, allocating American Rescue Plan Act funds and amending the 2021-22 biennial budget.



CITY OF
SUMNER
WASHINGTON

ARPA FUNDING RECOMMENDATIONS

ROUND TWO

ORDINANCE NO. 2803

DECEMBER 6, 2021

Background



- Estimated \$2 Billion in funding to Pierce Co.
- \$2.9 million to Sumner
- Generally must be spent by end of 2024
- Committee's goal: understand options with regional \$ for best use of local \$ for maximum impact in our community
- Keep in mind how to complement existing funding sources for best impact.

DIRECT RESPONSE

TOTAL: \$80,000

76% of Round Two

25% of Total ARPA

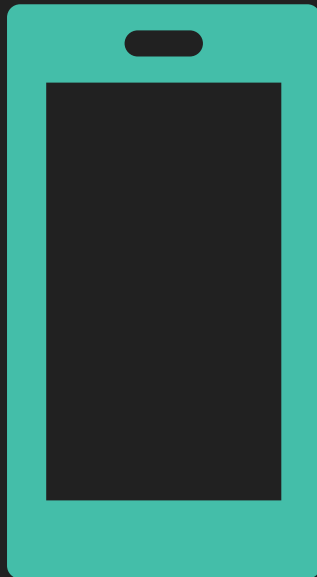
DIRECT RESPONSE



Facility Improvements to
address transmission risk &
support remote work

\$10,000

DIRECT RESPONSE



Hybrid EOC technology
\$70,000

ECONOMIC RESPONSE & RESILLIANCE

TOTAL: \$25,000

24% of Round Two

12% of ARPA Funding

ECONOMIC RESPONSE



Emergency Shelter and
outreach

\$25,000

Recap – ARPA Funding



- Round One: \$1,062,000
 - Round Two: \$105,000
- Remaining: \$1,743,676

Other Funding



- Pierce County ARPA
- Sumner General Fund
- Sumner Occupancy Tax
- Sumner Utilities

Pierce County ARPA At Work

- A total of 336 applications from Sumner zip code (98390):
 - 202 submitted applications (pending)
 - 134 assigned to service providers (paid)
- Pierce County has PAID \$1,604,327.43 to properties in Sumner:
 - \$806.07 for internet bills
 - \$60,141.16 for utility bills
 - \$1,543,380.30 for rental payments
 - \$11,972.59 average payment per applicant covered to date
- Pierce County has rejected 5 households who applied for assistance from Sumner:
 - 2 for over income
 - 3 could not be contacted

DIRECT RESPONSE

TOTAL: \$715,000



Costs Associated with Response \$40,000



Air Filtering Improvements \$10,000



Facility Improvements \$95,000



Hybrid meeting/EOC technology \$270,000



HR Generalist \$300,000

ECONOMIC RESPONSE

TOTAL: \$350,000



Community Food Bank access to service \$35,000



Wayfinding Signs \$40,000



Kincaid/Cherry Design \$250,000



Emergency Shelter/Outreach \$25,000

INFRASTRUCTURE

TOTAL: \$102,000



Fiber Broadband Study \$20,000



Cybersecurity \$62,000



Sports Complex Restroom Improvements \$20,000

Total Allocations: \$1,167,000
Remaining: \$1,743,676



CITY OF
SUMNER
WASHINGTON

Questions?



CITY OF
SUMNER
WASHINGTON



DATE: December 6, 2021
TO: Mayor Pugh and Sumner City Council
FROM: City Administrator Jason Wilson
RE: Ordinance No. 2803 – ARPA Fund Allocation

If approved, Ordinance No. 2803, would allocate \$105,000 of the City's American Rescue Plan Act funds. The proposed ordinance is based on review and recommendation of the Council ARPA Committee. The allowed uses of ARPA funds are set forth by the United States Treasury Department's Interim Final Rule (dated May 17, 2021). The Treasury Department also provided a Fact Sheet (dated May 10, 2021) and several iterations of a Frequently Asked Questions document (current as of July 19, 2021) that provides additional guidance on approved uses.

The purpose of this memo is to support the review process and the applicability of the United States Treasury Department's Interim Final Rule and guidance documents. The staff analysis of the proposed uses considered in Ordinance No. 2803 was based on these documents. Future proposed uses will be evaluated on these documents as amended.

Supporting the public health response:

1. City Facility Improvements -- \$10,000
 - a. The previous ARPA allocation included \$85,000 to replace City Hall cubicles with standard height to reduce virus transmission between adjacent cubicles, and to provide for work areas that are conducive to a hybrid work from home environment. The final cost of that project exceeded the allocation by \$10,000. This proposal covers the remaining cost of the project.
 - i. Analysis: "A broad range of services are needed to contain COVID-19 and are eligible uses... Capital investments in public facilities to meet pandemic operational needs are also eligible, ... adaptations to public buildings to implement COVID-19 mitigation tactics."¹

City Hall cubicles are built of several incompatible systems that have created varying heights and sizes. The current system does not provide protection via a physical barrier between the employee and employees in adjacent cubicles or those walking through common areas. Further, the current system is not conducive to a hybrid work environment. The need for flexible space for conducting hybrid meetings and shared workspaces will be critical to managing a hybrid work force.

2. Emergency Operations Center Upgrades -- \$70,000

¹ Section 2.1 of the US Treasury FAQ from July 19, 2021

- a. Install hybrid meeting technology that allows for real time video participation for Emergency Operations Center (EOC) activations. Technology includes monitors, cameras, software, microphones and supporting network equipment. The EOC is also used for employee trainings. Installing hybrid technology would allow employee trainings to be conducted more safely by minimizing in person class sizes.
 - i. Analysis: “A broad range of services are needed to contain COVID-19 and are eligible uses... Capital investments in public facilities to meet pandemic operational needs are also eligible, ... adaptations to public buildings to implement COVID-19 mitigation tactics.”²

Addressing the negative economic impacts caused by the public health emergency:

1. Emergency Sheltering and Outreach -- \$25,000

- a. The City has a number of individuals who are living unsheltered or semi-sheltered. These individuals’ ability to obtain gainful employment and secure housing has been negatively impacted by the pandemic. This allocation would provide two emergency shelter beds at the Tacoma Rescue Mission as well as provide weekly outreach to those in our community who are experiencing homelessness. The Tacoma Rescue Mission would help those at the emergency shelter as well as their community contacts seek additional housing and assistance services.
 - i. Analysis: “In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low-or moderate-income experienced negative economic impacts resulting from the pandemic.”³

“Assistance to households includes but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker’s occupation or level of training.”⁴

“This includes housing stability services that enable eligible households to maintain or obtain housing, such as housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of domestic abuse or human trafficking, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing...”

Recipients may transfer funds to, or execute grants or contracts with, court systems, non-profits, and a wide range of other organizations to implement these strategies.”⁵

² Section 2.1 of the US Treasury FAQ from July 19, 2021

³ US Treasury Interim Final Rule, Section II.A.1 *Assistance to Households*

⁴ Section 2.5 of the US Treasury FAQ from July 19, 2021

⁵ Section 2.21 of the US Treasury FAQ from July 19, 2021

ORDINANCE NO. 2803
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021-2022 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2758, APPROVED DECEMBER 7, 2020, AND PREVIOUSLY AMENDED IN ORDINANCE 2762, APPROVED FEBRUARY 16, 2021, ORDINANCE 2771, APPROVED APRIL 19, 2021, ORDINANCE 2786, APPROVED AUGUST 2, 2021, ORDINANCE 2790, APPROVED AUGUST 16, 2021, ORDINANCE 2791, APPROVED AUGUST 16, 2021, ORDINANCE 2797, APPROVED OCTOBER 18, 2021, AND ORDINANCE 2802, APPROVED DECEMBER 6, 2021.

WHEREAS, The Sumner City Council approved Ordinance No. 2758 which adopted a biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2762 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2771 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2786 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2790 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2791 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2797 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2802 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, RCW 35A.34.130 requires that the adopted biennial budget be subject to a mid-biennial review and modifications as needed; and

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

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2021 through December 31, 2022 as contained in the adopted 2021-2022 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 4. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 6th day of December, 2021.

Mayor William L. Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance	
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>12/06/21</i>	<i>Adopted</i>	<i>Previous</i>	<i>12/06/21</i>	<i>Revised</i>	
001 General	\$ 5,978,542	\$ 31,643,467	\$ 550,870	\$ -	\$ 31,919,065	924,385	\$ -	\$ 5,329,429	
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824	
003 Building Reserves	475,000	200,000	-	-	80,000	150,000	-	445,000	
103 Complete Streets	241,851	-	-	-	200,000	41,654	-	197	
105 Drug Enforcement	63,457	-	-	-	4,500	-	-	58,957	
106 Hotel/Motel	273,747	215,000	25,000	-	106,245	318,000	-	89,502	
115 ARPA Funding	-	-	2,910,676	-	-	1,062,000	105,000	1,743,676	
200 Debt Service	2,570,000	527,200	-	-	520,000	-	-	2,577,200	
221 LID Guarantee	694,969	-	-	-	-	-	-	694,969	
302 Sidewalk	477,769	4,308,069	(310,000)	-	3,524,069	(310,000)	-	1,261,769	
305 Real Estate Excise Tax	1,093,200	1,600,000	-	-	-	326,000	-	2,367,200	
307 LID Capital Project Fund	9,545	-	-	-	-	-	-	9,545	
310 Parks & Trails Capital Fund	544,740	1,237,500	561,000	-	1,237,500	561,000	-	544,740	
320 Street Capital Fund	826,206	6,709,520	2,430,700	-	7,679,245	1,131,700	-	1,155,481	
325 Facilities Capital Fund	183,773	26,200,000	276,000	-	15,700,000	956,000	-	10,003,773	
401 Water	13,477,844	11,104,747	25,000	-	15,719,366	666,490	-	8,221,734	
402 Wastewater	20,996,349	15,706,582	91,050	-	18,404,296	993,246	-	17,396,438	
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	1,729,536	
408 Stormwater	14,788,274	14,201,134	-	-	18,573,507	308,122	-	10,107,779	
410 Cemetery Operations	31,493	1,352,800	-	-	1,358,895	2,260	-	23,138	
415 Cemetery Development	-	-	40,000	-	-	25,000	-	15,000	
440 Animal Control	12,239	1,496,319	121,184	-	1,460,055	114,855	-	54,832	
501 Unemployment Insurance	43,989	-	-	-	3,055	-	-	40,934	
550 Fleet Management	6,261	1,251,664	-	-	1,251,660	690	-	5,575	
551 Information Technology	273,009	2,385,042	155,930	-	2,385,040	146,896	-	282,045	
555 Equipment Reserve	1,013,749	1,297,245	168,000	-	790,000	226,000	-	1,462,994	
601 Cemetery Endowment	1,472,385	60,000	-	-	-	-	-	1,532,385	
603 Alder Ave Remediation	25,649	-	-	-	-	-	-	25,649	
605 Development Impact Fees	7,026,351	700,000	-	-	3,397,200	835,000	-	3,494,151	
611 Firemen's Pension	11,832	160,000	-	-	160,000	-	-	11,832	
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 7,045,410	\$ -	\$ 124,473,699	\$ 8,479,298	\$ 105,000	\$ 71,666,285	

SUBJECT: 2022 Legislative Agenda

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 2022 Legislative Agenda

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

The Legislative Agenda connects State lawmakers with Sumner, informing them how potential legislation will affect their constituents here and encouraging key items for which the City needs their support. In past sessions, these agendas have helped complete the Traffic Avenue interchange, fund the White River Restoration Habitat project and fund Rainier View Park's covered playground.

This is a "short" session with a lot of large topics anticipated, including transportation, climate change and police reform. The goal of this agenda is to affect change within this session and also lay ground work for the 2023 long session.

The attached draft reflects comments and suggestions from the Council at Study Session as well as final adjustments from our lobbyist, Bill Clarke. There was some question about whether or not to leave in the term "climate change." Mayor, staff and Bill C. all recommend this wording, balanced by salmon recovery. These are the terms used for major efforts underway at the State level. What can be more polarizing/political than the term itself are the actions proposed. Sumner's efforts, especially the White River Restoration, are more unifying than polarizing. Few projects were coordinated by such diverse interests as a railroad, environmental activist groups, Tribes, and manufacturing/industry businesses.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
--

MEETING/STUDY SESSION DATE: 11/8/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve the 2022 Legislative Agenda for distribution to legislators and partners in preparation for the 2022 State Session.

2022 LEGISLATIVE AGENDA

FUND KEY TRANSPORTATION BUDGET PROJECTS

IMMEDIATE NEED: Fund shovel-ready \$7 million for Stewart Road Bridge construction.

We have been assembling the rest of the funding for more than 20 years. It's time to finish this key east-west regional transportation corridor; otherwise, **we will forfeit \$9 million in grant funding in 2024** for this \$30 million project. Serving Auburn's Lakeland Hills, Lake Tapps, Bonney Lake, Fife, Milton and Federal Way, this one project provides freight mobility, supports economic development, completes the regional trail system and supports critical salmon habitat.

IMMEDIATE NEED: Transfer existing \$500,000 funding for SR 410 Interchanges. Six years ago, we asked for help with all three obsolete 410 State interchanges in Sumner. Since then, with your support we completed the Traffic Avenue interchange improvements. We were able to finish without spending \$500,000 allocated by the State, a great savings for taxpayers. But now, to further reduce congestion, we need the State to shift those critical funds to the next priority interchange on the corridor: I66th/SR410, currently in design.

NEED: Include SR410/I66th Interchange and SR 167 Southbound third lane in any new transportation package. The SR410/I66th interchange is in design to fix a dangerous, existing bottleneck. On SR 167, WSDOT is currently adding a third lane northbound but does not have funding identified for a southbound lane through Sumner, resulting in a congested mess emitting carbon emissions every weekday commute and weekends.

Any new transportation package must include these regional priorities as well as WSDOT's long-term work on the SR 162 highway.

SUPPORT ACTION ON CLIMATE CHANGE & SALMON RECOVERY

IMMEDIATE NEED: Restore salmon habitat and protect businesses against flooding by funding the Stewart Road Bridge construction. More than just a transportation project, Stewart Road Bridge is also part of the White River Restoration projects. This comprehensive restoration effort is a partnership with the Puyallup Tribe of Indians and Muckleshoot Indian Tribe to increase critical fish runs and provide flood protection to Sumner's Manufacturing Industrial Center. We appreciate previous funding of the corresponding Habitat restoration, yet these companion projects must all happen to truly let the river flow freely and realize the full benefit of improved fish runs.

ONGOING: Support local planning for best regional impact. Past bills have sought to transfer local planning from cities to the State for a one-size-fits-all approach. However, Sumner's local planning has prompted over 1,000 new units in the permit pipeline, with our population growing by 25% around multi-modal transit options. Small cities like Sumner are already shifting residents away from reliance on single-occupancy vehicles while retaining historic neighborhoods that attract residents in the first place. State efforts should support rather than supplant this success. To learn more, please contact Ryan Windish, Community Development Director, at 253-299-5524 or ryanw@sumnerwa.gov.

CONTINUE POLICE REFORMS THAT IMPROVE SAFETY

IMMEDIATE NEED: Continue to work with WASPC for effective reform. An accredited law enforcement agency for 16 years now, Sumner's vision remains to set the standard of excellence for policing in a small city. We continue to improve training and policies and added body-worn cameras in 2021. There is more work to be done. Please continue to work with WASPC and AWC to make sure legislative intent and the impact on the streets are aligned. We look forward to working together to increase safety for both officers and the public. If you have any questions on how proposals impact day-to-day policing, please contact Chief Brad Moericke at 253-299-5641 or bradm@sumnerwa.gov.



CITY OF
SUMNER
WASHINGTON

YOUR WORK MAKING AN IMPACT IN SUMNER:



RAINIERVIEW PARK COVERED COURT HEADING TO CONSTRUCTION

Just after your last session, record high heat reinforced the need for covered, accessible places for kids, seniors and all ages to gather and exercise through rain, sun, and dark winter evenings. Thanks to your investment, this important project is in design with construction following.



WHITE RIVER RESTORATION'S HABITAT PROJECT FUNDED

This project, one of four companion projects for Sumner's White River Restoration, received full funding with your investment. We've submitted permits to the Army Corps. Thank you for your investment: you join the City as well as a range of partners including Pierce County, the Puyallup Tribe of Indians, the Muckleshoot Indian Tribe, Forterra, BNSF, Puget Sound Partnership, Cascade Water Alliance and others to return over 170 acres to habitat, simultaneously providing flood protection for regional/national supply chains and improving habitat for critical fish species that support the Orca populations of Puget Sound.



TRAFFIC AVENUE COMPLETED UNDER BUDGET

As we continue to talk about transportation challenges, we want to thank you again for your support in improving the Traffic Avenue interchange. As traffic counts return to more normal levels, the impact of this project to better serve buses, cars, response vehicles, bicycles and pedestrians is fully realized. Even more, it lays the pattern for how cities and WSDOT can work together to get more transportation projects done across the state. Confirmed in our annual audit, Sumner carefully managed State-awarded funds well, spending responsibility and effectively.



ADDRESSING AFFORDABLE HOUSING

In addition to approximately 1,000 multifamily units coming into Sumner, we're also working on multiple aspects for affordable housing. We actively participate in South Sound Housing Affordability Partners (SSHAP) for a regional, coordinated approach and finalized our own Housing Action Plan in early 2021 and continue to take steps, implementing this plan.

CONTACT US

Mayor Kathy Hayden

253-299-5790, khayden@sumnerwa.gov

Jason Wilson, City Administrator

253-299-5501, jasonw@sumnerwa.gov

Carmen Palmer, Communications Director

253-299-5503, carmenp@sumnerwa.gov

WHERE IS SUMNER?



WWW.SUMNERWA.GOV

  **@CityofSumnerWA**

SUBJECT: Resolution No. 1605 - Main Street Visioning Plan Adoption

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1605 - Main Street Visioning Plan Adoption

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

Resolution No. 1605 will adopt the Main Street Visioning Plan and implementation priorities. The Main Street Visioning Plan was developed in partnership with University of Washington Tacoma (UW-T). Between Fall 2020 and Spring 2021, the students in the Urban Design Studio class, in collaboration with a local Advisory Committee, created the Main Street Visioning Plan showing how the city can be enhanced, providing improvement to Main Street, between Traffic Avenue and Wood Avenue, in downtown Sumner. The goal of the project was to continue to provide for the community by creating an equitable environment, safety, increase the quality of life in the downtown, and increase economic development. The City Council was briefed on the progress of the plan in December 2020, April 2021 and June 2021.

Staff has completed a draft Main Street Visioning Plan incorporating the UW-T Final Report and a prioritization of projects to be completed which are: Heritage Park and surrounding streets, Alleys Activation, and the Main Street Corridor.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 11/22/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to approve Resolution No. 1605 - adopting the Main Street Visioning Plan and Implementation Priorities.

**RESOLUTION NO. 1605
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, ADOPTING THE 2021 MAIN STREET VISIONING PLAN AND
IMPLEMENTATION PRIORITIES.**

WHEREAS, the City of Sumner Lodging Tax Advisory Committee (LTAC) voted to fund a partnership between the University of Washington-Tacoma to develop a Main Street Visioning Plan to provide conceptional options for future growth and improvements the downtown Sumner that would promote events, and overnight visits and tourism; and

WHEREAS, the Main Street Advisory Group was made up of community stakeholders from a variety of backgrounds and interests: Jill Starks, CEO Sumner Main Street Assoc. (business, events, design), Azure Green (engineering and development), Kelly Locke (Citizen). There were three total meetings where the design of the Main Street was discussed, and workshops were conducted (February 9, March 16, and March 18); and

WHEREAS, the Main Street Visioning Plan examines enhancements to Main Street in the context of existing projects and developments and the goals of the Town Center Plan; and

WHEREAS, it will advance the City's goals for equity, economic development, quality of life in downtown, transportation, and mobility, safety, and infrastructure upgrades; and

WHEREAS, adaptability is the main feature in the design of the Main Street Visioning Plan. The three focus areas act as connections to major destinations within the site; and

WHEREAS, the Plan is divided into three priorities: Heritage Park, Alleys Activation, and the Main Street Corridor; and

WHEREAS, Heritage Park area would be redesigned and the streets adjacent become a woonerf plaza which optimizes the space for pedestrians, events, and food trucks. The plaza acts as the main destination and convergence point; and

WHEREAS, the goal of the expansion of Heritage Park is to introduce a new community building that will provide indoor and protected outdoor space for community events and concerts; and

WHEREAS, for the Alleys Activation, the south alleys have also been planned for a woonerf, keeping the needed parking and allowing for flexible use of space, and for the ability to close the alleys down and prohibit vehicles to improve pedestrian mobility and host community events; and

WHEREAS, Main Street is the backbone of our design, with key connections to all areas of the site, and with a focus on mobility including widened sidewalks, gateway entrances, and curb bulbs; and

WHEREAS, the Main Street Visioning Plan is consistent with the City’s Comprehensive Plan, and Town Center Plan in that it enhances the livability, mobility, and general character of the downtown.

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

Section 1. The City Council hereby adopts the Main Street Visioning Plan, 2021 and Project Priorities as shown and attached hereto in Exhibit A.

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

ADOPTED AND APPROVED this 6th day of December , 2021.

Mayor William Pugh

ATTEST:

Michelle Converse, CMC

APPROVED AS TO FORM:

City Attorney Andrea Marquez

Main Street Visioning Plan

December 2021



EXECUTIVE SUMMARY

Introduction

The Main Street Visioning Plan is an extension and detailed effort that further implements and defines policy direction for the Town Center Plan that was adopted in December 2018. The Town Center Plan is under separate cover and establishes a form based code, and a transit oriented design that emphasizes residential development around the Sounder transit center and commuter rail station and the historic downtown.

The Main Street Visioning Plan provides a more detailed vision for three main areas of the historic downtown along Main Street from Traffic Avenue to Wood Avenue and one to two blocks north and south. The three primary elements of the plan are as follows:

1. Pedestrian amenities and improvements to the *Main Street corridor*
2. *Activation and design of the alleys* within this area for events, vendors, and businesses
3. Expansion and enhancements to Reuben Knoblauch *Heritage Park* and the adjacent streets as a “woonerf” to better serve events, food trucks, and pedestrians.

Overall, the Visioning Plan will advance the City’s goals for equity, economic development, quality of life in downtown, transportation, and mobility, safety, and infrastructure upgrades.

Planning Process and Engagement

The City of Sumner partnered with the University of Washington-Tacoma (UWT) Urban Design Studio Class to develop a Main Street Visioning Plan guided by planning consultants. The planning the project spanned the entire academic year beginning in Fall 2020 and a final report was completed in Summer 2021 (See Appendix 1).

The planning process took place during the Covid-19 worldwide pandemic and therefore in-person meetings, workshops, and public engagement was restricted to virtual and online formats. To provide much needed guidance and feedback an Advisory Committee was created that was made up of business owners, residents, Planning Commissioners, Design Commissioners and City staff. The Advisory Committee met numerous times throughout the process to provide direction and make crucial decisions on the plan. The public was able to engage through an interactive project website on “Sumner Connects” where material, video recordings of minutes, and draft documents were posted for review and comment by the public.

The students reported to Council at the end of each quarter.

Project Timeline:

- **November 17, 2020:** Main St. Visioning Day 1
- **November 18, 2020:** Main St. Visioning Day 2
- **November 19, 2020:** Main St. Visioning Day 3
- **November 20-December 15, 2020:** Main St. Visioning-Comments
- **December 14, 2020:** City Council Presentation
- **January - March 2021:** Design Concept Alternatives
- **February 10-20, 2021:** Public Comments on the Alternatives
- **April 12, 2021:** City Council Presentation
- **June 14, 2021:** Final Concept Design Presentation
- **July 26, 2021:** City Council discusses priorities
- **November 22, 2021:** City Council Study Session
-

Main Street Visioning Map:



Related Plans and Context

Town Center Plan, 2018: The Main Street Visioning Plan falls within the boundaries of the Town Center Plan area that was adopted in December 2018 and included increased residential opportunities, height and housing density increases and a form-based code. The form-based code included design standards unique to

the Town Center, updated street cross-sections and designs and planned amenities. The Main Street Visioning Plan further refines and expands on these original concepts, goals, and policies.

Ryan House Adaptive Reuse Plans: The Ryan House is located at 1228 Main Street and is on the National Register of Historic Places. The house was the original home of George Ryan, the city's first Mayor. The City has owned the property since it was originally deeded by the Ryan family for a public park and/or library in 1926. It operated as the town library until 1979. The building is occupied by the Sumner Historical Society and has functioned as a museum for many years. In 2019 the City completed a feasibility study and schematic design report considering renovations, remodels, and reuse of the structure for more community oriented spaces. These plans included landscaping and amenities consistent with the Main Street Visioning Plan. The Ryan House will connect to the southern alley corridor.

Main Street Visioning Plan Implementation Priorities

The Main Street Visioning Plan has three primary focus areas: Heritage Park and the surrounding streets; designing and activation of alleys; and the Main Street corridor. These elements are to be further designed in detail for construction as funds are available for implementation. The elements interact and relate to each other through physical connections, pedestrian corridors, use as event space and design characteristics.

The City Council considered action priorities for implementing the Main Street Visioning Plan and discussed these priorities on July 26, 2021. The priorities are summarized as follows:

Priority I. Heritage Park

Reuben Knoblauch Heritage Park was completed in the 1990s replacing a former gas station on the triangle shaped block that is now a center for community activities, summer concerts and a focal point for the downtown area. The Visioning Plan reimagines this area and surrounding streets as a plaza that expands into the nearby roadways. The plaza acts as the main destination and event hub. The south alleys and Main Street would converge at the Heritage Park area.

Heritage Park will have a new community building that will provide indoor and protected outdoor space for community events. The plan envisions the removal of the existing building to the south and the expansion of the park to accommodate a new building with stage, concessions, and restrooms.

Surrounding street/alleys around Heritage Park will become a "woonerfs" which will indicate to vehicle users to slow down within the area improving safety and usability. A "woonerf" means "living street" in Dutch and is a popular street design in the Netherlands and Europe. The street typically has

zero curbs, decorative pavement design such as bricks or cobbles, and is open to cars, but pedestrians have the right-of-way.

Heritage Park Context Map:



Heritage Park Conceptual Plan Facing South:



The goal of the expansion is to activate more spaces for the local community to support outdoor activities such as summer concerts, local events, food trucks, vendors and Farmer's markets. Traffic calming measures and temporary street closures will prioritize pedestrians, creating a safer environment for the community to use.

Re-envisioning this space is consistent with the Town Center Plan, which anticipates an increase in residents and foot traffic in the area and creates more usable open space. The vision for the park is to reorient it to the south from the north and level the space to make it more versatile and flexible for a variety of activities.

Detailed park design, community engagement, and development will occur as funding and planning becomes available in the future.

Heritage Park Conceptual Plan Facing North:



Priority II. Alley Activation

The alley ways within the downtown are seen as an underutilized resource. Development of the alleys north and south of Main Street will provide safe and desirable alternate connections throughout all of the historic downtown area, adding capacity and engaging existing properties adjacent to Main

Street in a new way. New crosswalks to each alleyway will provide improved east-west corridors through downtown, making it easier to walk safely around downtown.

Additionally, green infrastructure will be implemented where feasible such as rain gardens and permeable pavements that would be beneficial for aesthetics and usability. Most important, the alleys will be alternative event spaces for markets, shopping, food trucks and other elements that can be programed without closing Main Street reducing business and traffic impacts. Businesses will have the opportunity to create second storefronts and entrances attracting customers from the adjacent parking. The utilitarian aspects of the alleys for refuse collection, parking, delivery vehicles will need to be part of the overall design to retain functionality.

Alley Activation Context Map



The UWT students provided a number of design ideas from around the world for activation of the alleys with archways, seating, store fronts, and event space. These types of uses were enhanced by careful design for paving, lighting, landscaping, and parking.

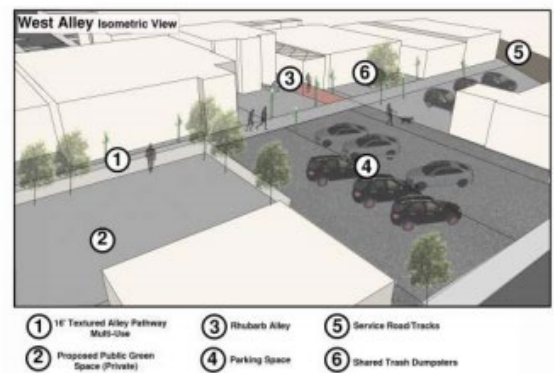
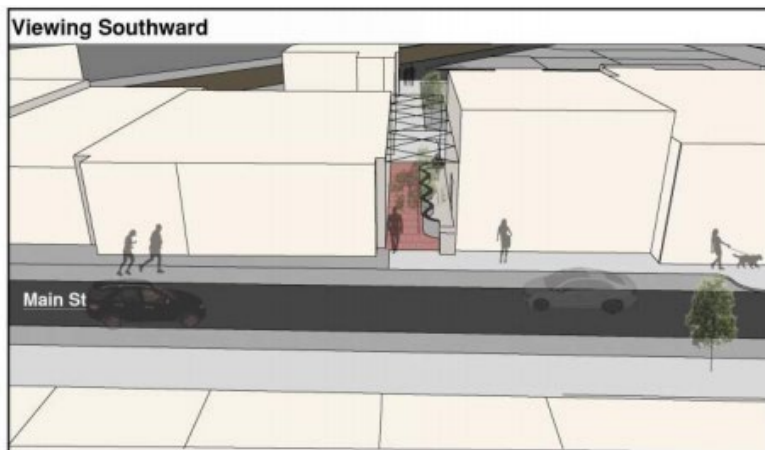
There are a total of 3 alleyways propose for being activated and are shown below. Rhubarb Alley is an existing alley with seating and a drop down stage and other aesthetic amenities and connects to the northern most alley.

The north alley runs east-west from the railroad tracks to Wood Avenue and would provide an alternative pedestrian connection to the Sumner High School to the east.

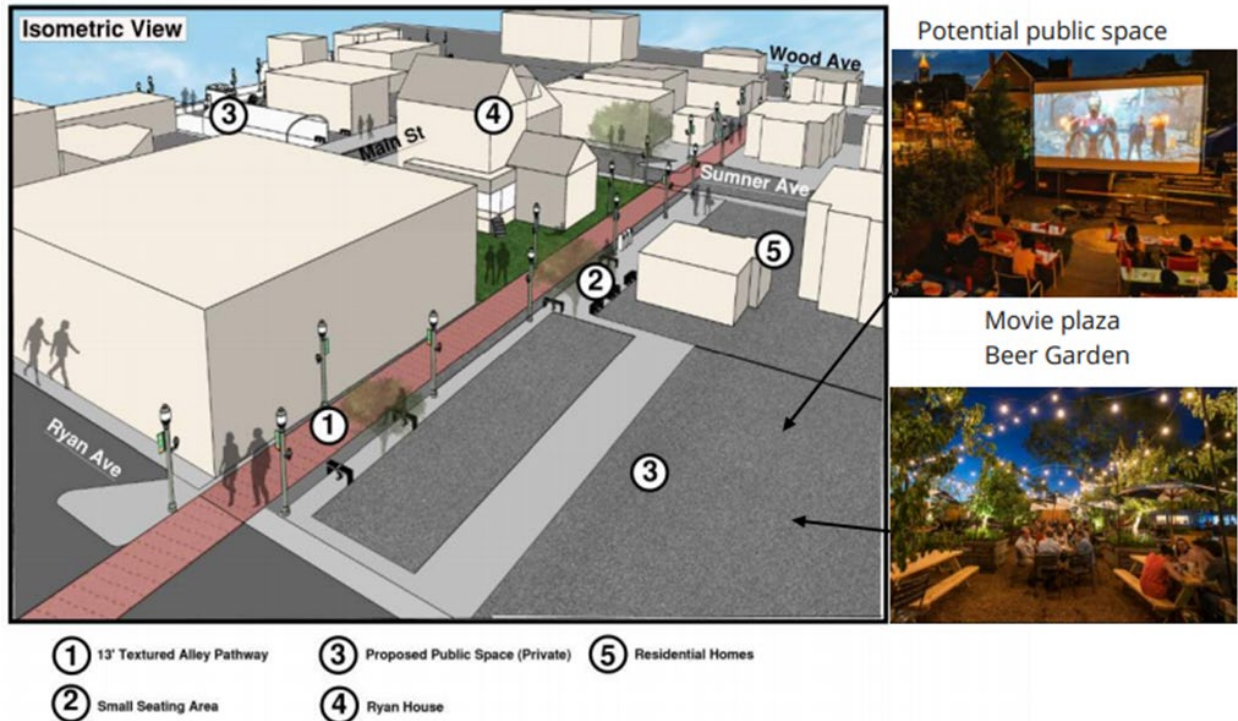
The south alley would connect from Heritage Park east through public parking and the Ryan House Park and then terminates at Wood Avenue. When completed this southern alley connection could be programmed for events, provides an attractive alternative route to Main Street and connects two downtown focal areas.

Finally, the north-south alley that is located between Ryan Avenue and Alder Avenue and could connect the north alley to the south alley. There are a mix of public and private properties that this design would involve with the final vision being enhanced outdoor seating areas and food truck parking.

Rhubarb Alley and Design Inspiration



South Alley and Design Inspiration



Priority III. Main Street Corridor

The vision for the Main Street corridor between Traffic Avenue and Wood Avenue provides an improved, consistent, and revitalized streetscape to the most important corridor in the Town Center. Main Street is the backbone of the design, with key connections to all areas of the site, and with a focus on mobility. The future enhancement of Main Street include: wider sidewalks, curb bulbs, green infrastructure such as rain gardens (where feasible), and gateway elements. The goal of this project is to create more walkable and safer streets and improve the overall aesthetic without compromising the functional aspects of the corridor.

The overall street width is 36 feet including the curb-bulbs. Gray stamped concrete will be added to the sidewalks. Additionally, there will be more greenery planted along the Main Street, and existing street trees will be replaced with an overall street tree plan. On-street parking (8-foot wide spaces for parallel parking) will remain but be better controlled to improve pedestrian visibility while still providing key parking spaces for nearby businesses. The gateway will be constructed in order to emphasize the historic significance and character of the neighborhood.

Main Street Facing East:



I. SUMMARY OF PRIORITIES

Priorities	Reasoning	Timeline	Notes
Heritage Park/Woonerf on Kincaid & Cherry Avenues (1A)	A waterline replacement project will require construction and repaving on Kincaid and additional money toward designing the street and Cherry Avenue would complete a woonerf/plaza in this area. Potential funding source is American Cares Act (ARPA) to complete this project.	Summer 2022	Conceptual re-design of Heritage Park will be part of the first phase of installing woonerf style streets on Kincaid and Cherry Avenues. The Main Street Vision shows removing the gazebo in the front, and adding new elements and features. Changed the green space to a flat surface for more activities.
Heritage Park/Construction (1B)	Detailed park design, property acquisitions, and construction would be dependent on available funding, etc.	TBD	Detailed re-design and construction of Heritage Park will come after Summer 2022 project and will take time to design, fund, and construct.
Alley Activation	Improvement to the alleys and city owned parking lots will take less time and cost than improvements to Main Street. The return on investment is considerable given that alley activation will provide event space without closing Main Street; enhances walkability and	TBD (Dependent on Funding/Grants, etc.)	Alley activation will include a number of new elements such as pavement, stormwater, lighting, landscaping and changes to parking. All of this will required communication and coordination with businesses on implementation, design, and construction. From a tourism and business perspective, it would be a unique feature in our downtown promoting interest and visitors.

	provides a second entrance to businesses and improves safety.		
Main Street Corridor	Planning, designing, and funding improvements to the Main Street Corridor will require the most expense and time to complete.	TBD (Dependent on Funding/Grants, etc.)	Curb extensions and bulbs to create safer crosswalks. Vehicular two- way street will be kept the same. Add more greenery and green infrastructure is planned. Construction will be disruptive to downtown businesses.

APPENDICES

Appendix 1: Final Report: Main Street Visioning, Sumner, WA-School of Urban Studies University of Washington Tacoma

The Final Report was prepared by the students and contains a summary of the work completed over three academic quarters that included products around: 1) analysis of existing conditions; 2) design development and ideas; and 3) final design focusing on the three priority areas.

Appendix 2: Resolution No. 1605 Adopting the Main Street Visioning Plan and Implementation Priorities

Final Report

Main Street Visioning

Sumner, WA

School of Urban Studies

University of Washington Tacoma

Urban Design Studios 440, 450, 460

Summer 2021



UNIVERSITY of WASHINGTON | TACOMA

Editorial Info

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- 03 DESIGN DEVELOPMENT
 -
- 04 FINAL DESIGN
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Project Introduction

The City of Sumner has developed a partnership with University of Washington Tacoma. Students in the Urban Design Studio class created a Main Street Visioning Plan showing how the City can be enhanced, providing improvement to Main Street, between Traffic Avenue and Wood Avenue, in Downtown Sumner. The goal of the project was to continue to provide for the community by creating an equitable environment, safety, increase the quality of life in the downtown, and increase economic development.



MAIN STREET VISIONING PLAN SCOPE OF WORK

Overview
The City of Sumner desires to develop a Visioning Plan that identifies a range of enhancements to Main Street, between Traffic Avenue and Wood Avenue, in Downtown Sumner. The Visioning Plan will examine enhancements to Main Street in the context of existing projects and developments and the Town Center Plan. It will advance the City’s goals for equity, economic development, quality of life in downtown, transportation, and mobility, safety, and infrastructure upgrades.

The Main Street Visioning Plan will also include extensive stakeholder outreach to support a community-based design. The COVID-19 pandemic and Governor’s Safe Start phasing has created limitations on in-person meetings so community outreach will be mostly virtual.

- Stakeholder outreach will include the following:
- a) Facilitation of an advisory group of invited stakeholders
 - b) A multiday virtual design charrette with presentations
 - c) Coordination with the following groups:
 - a. Arts Commission
 - b. Planning Commission
 - c. Design Commission
 - d. Main Street Advisory Group
 - d) Website and Social Media and publications will be managed by the City:
 - a. City Website
 - b. Instagram
 - c. Facebook
 - d. Articles and Flyers

The major tasks of the project include project management, documenting existing conditions, public engagement and concept design. The project will begin in September 2020 and be completed by June 2021.

Task 1 – Management / Coordination / Administration September 2020-June 2021—Academic Year

- 1.1 The UW-T will provide continuous project management for the project duration (9 months).
 - 1.2 The UW-T shall review all student products and make sure that they meet UW-T’s professional standards.
- Assumptions:
- 9-month duration (3 academic quarters)
- Deliverables:
- Mid-quarter progress presentations or reports and end of the quarter reports (matching academic mid-term and final presentations)

Task 2 – Visioning Process and Reports September 2020-December 2020—Fall Quarter

- 2.1 The UW-T will provide a draft existing conditions summary to identify the project context, physical conditions, land use, property ownership, access, right-of-way, transportation, existing projects and private developments, and other factors that will inform the concept vision design for the corridor. As indicated below, all related information will be provided by the City and assembled/synthesized by students. Any additional information, provided by the advisory and stakeholder groups, will be added as necessary. The UW-T will provide a summary of findings.
- 2.2 Following a review of the draft summary of findings by City staff, the student team will update the existing conditions summary for the final deliverable.

- Assumptions:
- The City will provide project data and base maps including parcels, streets, and base maps of key streets in

Scope of Works

the project area showing the public right-of-way (ROW), driveways, streets, utilities, and sidewalks.

Deliverables:

- Draft Existing Conditions Summary will be presented during the Design Charette Nov 17th - Nov 22nd.
- Comments from stakeholders and the public will be collected during the Design Charette week.
- Comments from the City should be provided during the Design Charette week.
- Final Existing Conditions Summary will be presented during the City Council meeting on December 14th (by the end of the quarter).

Task 3 – Initial Public Engagement—Vision Elements September 2020-December 2020—Fall Quarter

3.1 Schedule of engagement events:

- a. Kick-off Meeting and Site Tour (Oct 6th 2.00 - 4.00): Students, City staff, engineering firm, and Main Street Advisory Group representative(s) will meet virtually to review the project scope, schedule, deliverables, a data and mapping request, and an outline of the Public Engagement Plan. The meeting will also include a review and discussion of project goals and a virtual site tour of the project area to inform the Existing Conditions Summary. The MSAG will share a summary of the role of the Advisory Group, identify project goals, existing conditions, issues, problems, and opportunities. This may also be an opportunity to meet with other key stakeholders such as elected officials or key property owners.
- b. Main Street Advisory Group focus group session (Oct 15th 2.00 – 3.30pm): Students will facilitate focus group discussions among key stakeholder groups to support the development of the Existing Conditions Summary. Students will develop a program with City staff for the focus group discussions including key questions.
 - i. Main Street Advisory Group: The City will provide a list of members for the advisory group and contact information for each member.
 - ii. Representatives from Boards and Commissions will join this session if possible.
 - iii. Students will compile a summary of the role of the

Advisory Group, schedule, identify project goals, existing conditions, issues, problems, and opportunities.

c. Design Charrette (Nov 17th - 22nd): Students will present a draft of existing conditions, issues and opportunities, case study analyses and best practices. Students will facilitate a well-designed virtual charrette for the City of Sumner. The design charrette is an opportunity for students to engage with the community and key stakeholders over consecutive synchronous and asynchronous sessions, in order to develop concepts based on community input. Invited groups will provide feedback.

- i. Groups to join the review (suggested):
 1. Main Street Advisory Group
 2. Representatives from Boards and Commissions
 3. Engineering firm(s)
 4. Key stakeholders
- ii. Students will compile a summary of the feedback including clarifications of existing conditions, issues and opportunities, case study analyses and best practices.
- d. A typical design charrette includes the following activities:
 - i. Opening Event (Nov 17th 2.00 - 4.00pm): The opening event will include a presentation from students about the project. Existing Conditions Summary, and issues and opportunities to spur thinking about the project. The presentation will be followed by a moderated Q&A with interactive project boards. Session will be recorded.
 - ii. Open House (Nov 18th - asynchronous all day): A recording of student presentation and visual boards from the previous day's session will be made available for online viewing and input on City's platform. The public will be invited to review the progress and provide additional input.
 - iii. Design Time Event (Nov 19th 2.00 - 4.00pm): Students will present best practices and initial design concepts. The presentation will be followed by an interactive feedback session with stakeholders to provide input on best practices and design ideas. Session will be recorded. The public will be invited to join the virtual session, learn about the project and provide input. If they are unable to attend the virtual event or have specific input they'd liked to provide asynchronously, the public can participate during the subsequent Open House.
 - iv. Open House (Nov 20th - 22nd - asynchronous days):

A recording of student presentation and visual boards from the previous day's session will be made available for online viewing and input on City's platform. The public will be invited to review the progress and provide additional input.

e. City Council Presentations (Dec 14th, 6pm): Students will attend and present - if possible - (optional: recording of student presentation will show) a summary of their final report at a City Council meeting. Students will record feedback & reactions in a short summary text. Feedback will be incorporated in subsequent Winter quarter.

3.2 Media: The UW-T will provide content for a range of social media to be implemented by the City, including:

- a. Social Media: Facebook, Instagram
- b. City website
- c. Examples of content:
 - i. Site analysis diagrams
 - ii. Issues and opportunities diagrams
 - iii. Case study and best practice images by others (no copyright, not for publication)
 - iv. Design concept graphics
 - v. Videos of presentations of existing conditions, best practices, and initial design ideas (visions)

Assumptions:

- UW-T will provide the virtual Design Charette space (digital boards and zoom webinar).
- City to provide the virtual Open House space and all the associated advertisements.
- City Website – UW-T students will provide content.
- Social Media. City will post images provided by students.

Deliverables:

- Existing Conditions Report: summary of information and feedback from the Main Street Advisory Group, City staff, commissions and boards, stakeholders, and the public. The report will include a summary of the existing conditions, case studies and best practices, and stakeholder input (focus group, Design Charrette, Open house - public input) and initial design concepts.

Design process & Community Engagement

The design process began Fall of 2020 with the involvement of an Advisory Committee made up of business owners, residents, Planning Commissioners, Design Commissioners and City staff. The Advisory Committee met numerous times throughout the process and the material from the Main Street Visioning Plan were available on the City of Sumner website.

Main Street Advisory Group:

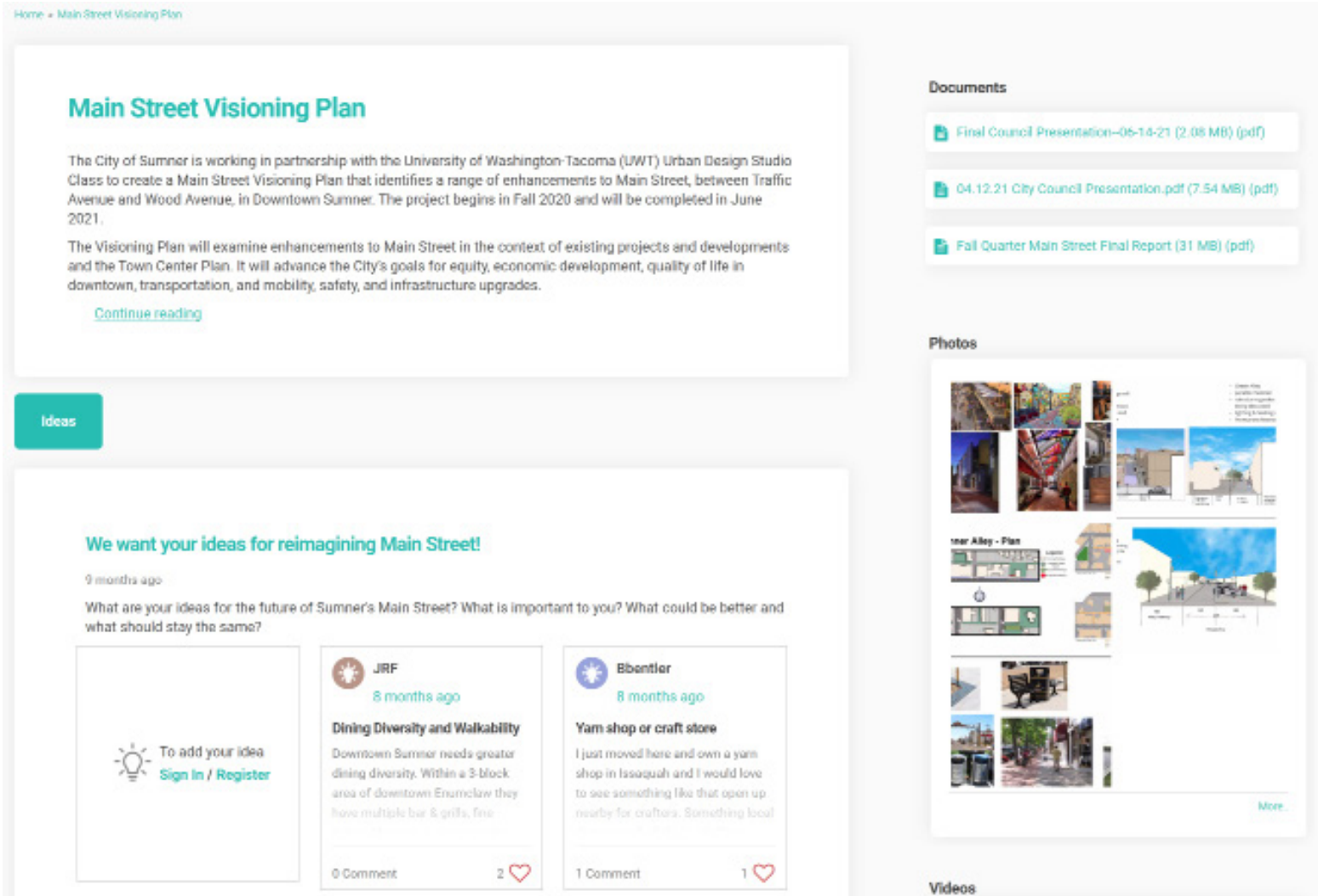
- Jill Starks, CEO Sumner Main Street Assoc.
- Maina Tanay, Sumner-Bonney Lake School District
- Paul Green, Azure Green
- Derek Barry, Community Services Manager
- Kelly Locke, member of the public
- Scott Waller, Associate Planner
- Joleen (Peterson) Jones, JMJ Team
- Micheal Kosa, Associate Engineer
- Michael Hochstatter, Arts Commision Chair
- Autumn Gildon, The Attic & Hansen Place
- Kim Straight, Holiday Inn Express
- Brian Franchini, Franchini Design Group
- Dean Burke, Travel Tacoma
- Paul Fuese, KPG
- Cheryl Ebsworth, Apex Engineering
- Holly Williams, KPG
- Lora Butterfield, Planning Commissioner
- Ryan Windish, Community Development Director

Project Timeline:

- November 17, 2020: Main St. Visioning Day 1
- November 18, 2020: Main St. Visioning Day 2
- November 19, 2020: Main St. Visioning Day 3
- November 20-December 15, 2020: Main St. Visioning-Comments
- December 14, 2020: City Council Presentation
- January - March 2021: Design Concept Alternatives
- February 10-20, 2021: Public Comments on the Alternatives
- April 12, 2021: City Council Presentation
- June 14, 2021: Final Concept Design Presentation

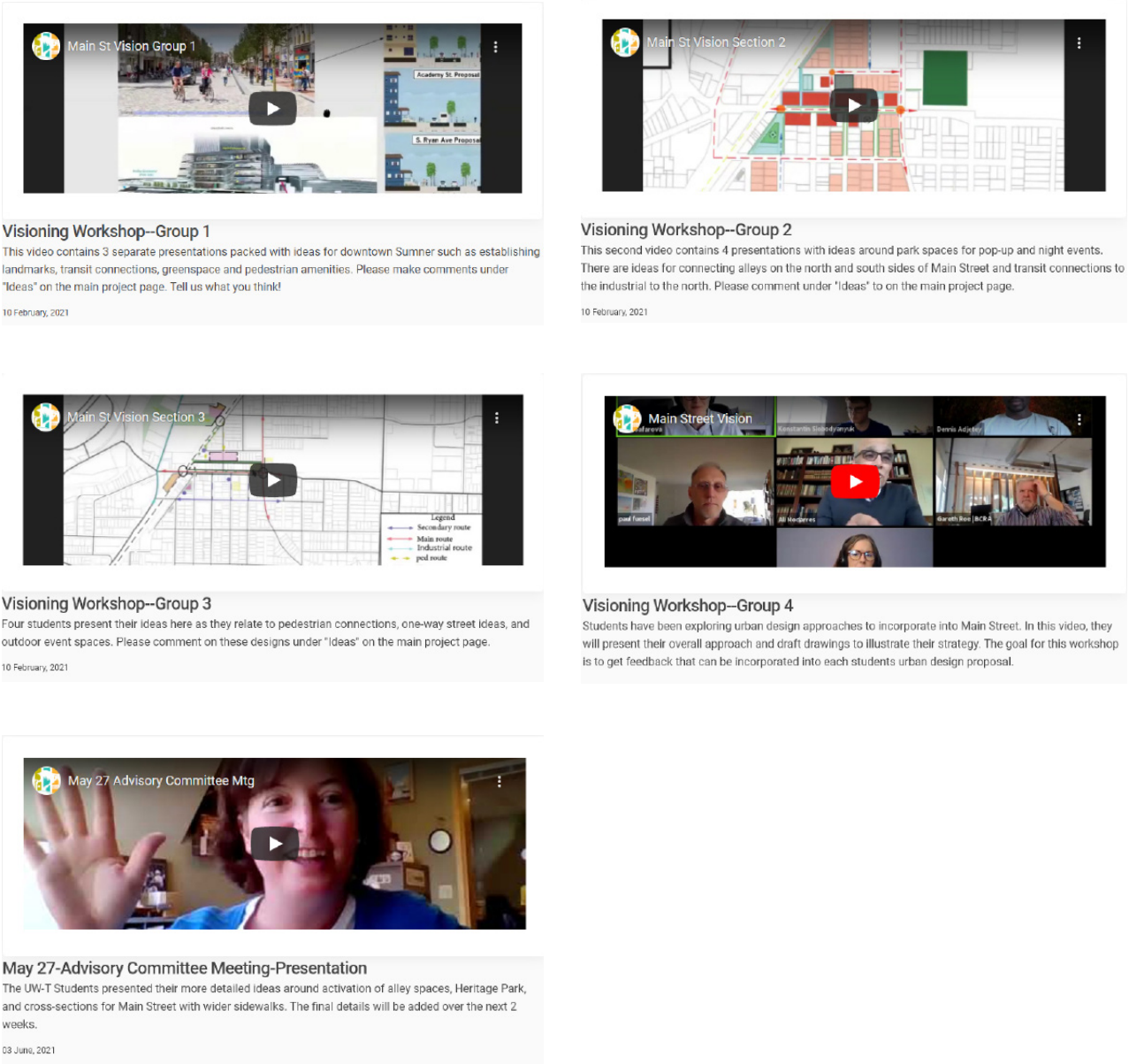
Digital Community Engagement

Main Street Visioning Plan website



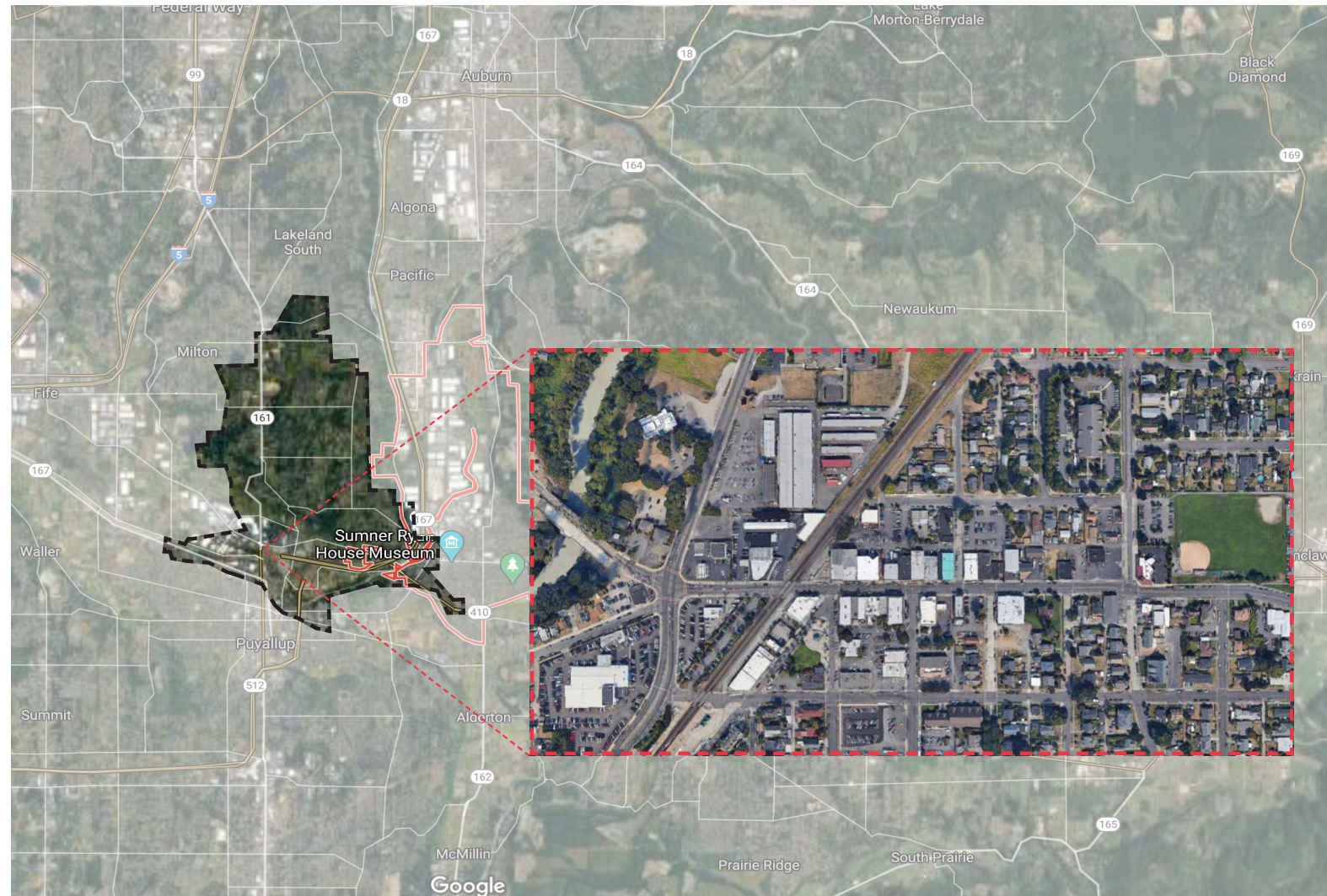
Screenshot of digital community engagement platform, that was available on Sumner Connects, City of Sumner website: www.sumnerwa.gov

Live stream videos of engagement events



Screenshots of digital community engagement recordings, available on: <https://connects.sumnerwa.gov/main-street-visioning-plan/widgets/28850/videos/2355>





02 Analysis of Existing Conditions

Historic Buildings

Main findings: Many (historic) buildings are 100-160 years old
Mix of historic and modern buildings in Downtown (and public/private ownership)
Opportunities:Downtown Sumner could become a Historical District.
Guided tours could reach others using various modes of transportation
Including cyclists using Valley Ave E & Fryar Ave

Historic Buildings

Main St

Bike Lane

Railroad



Note:
6--Bridge Street Bridge was replaced in 2019.
26--Sumner School burned in 1928 but is current site of Sumner-Bonney Lake School District Central Office.

Future Development



1



1228 Fryar Avenue

- 6-stories
- 123 units
- Structured parking
- Ground floor commercial
- 1 acre

2



Red Apple Market Site

- 184 housing units
- 300 + parking spaces
- Angled parking on Maple St.
- Ground floor Commercial
- 3-4 stories
- 2 acres

Zoning: Future Development

Housing

- Single-family
- Multi-family
- Mixed-use (Approved/Under Construction)

Mixed-Use

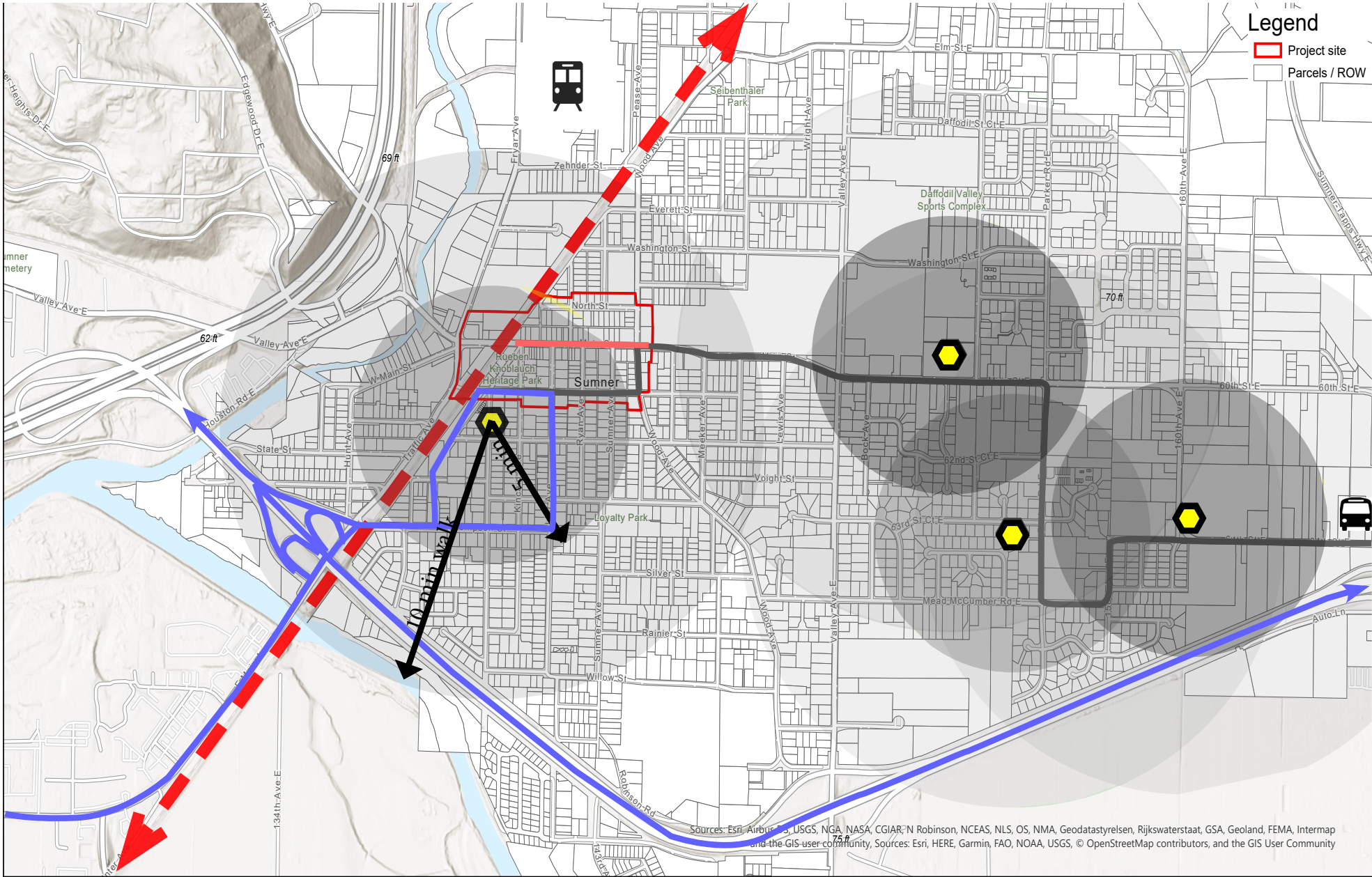
- 4 Story
- 5 Story
- 6 Story

Public Transit Accessibility

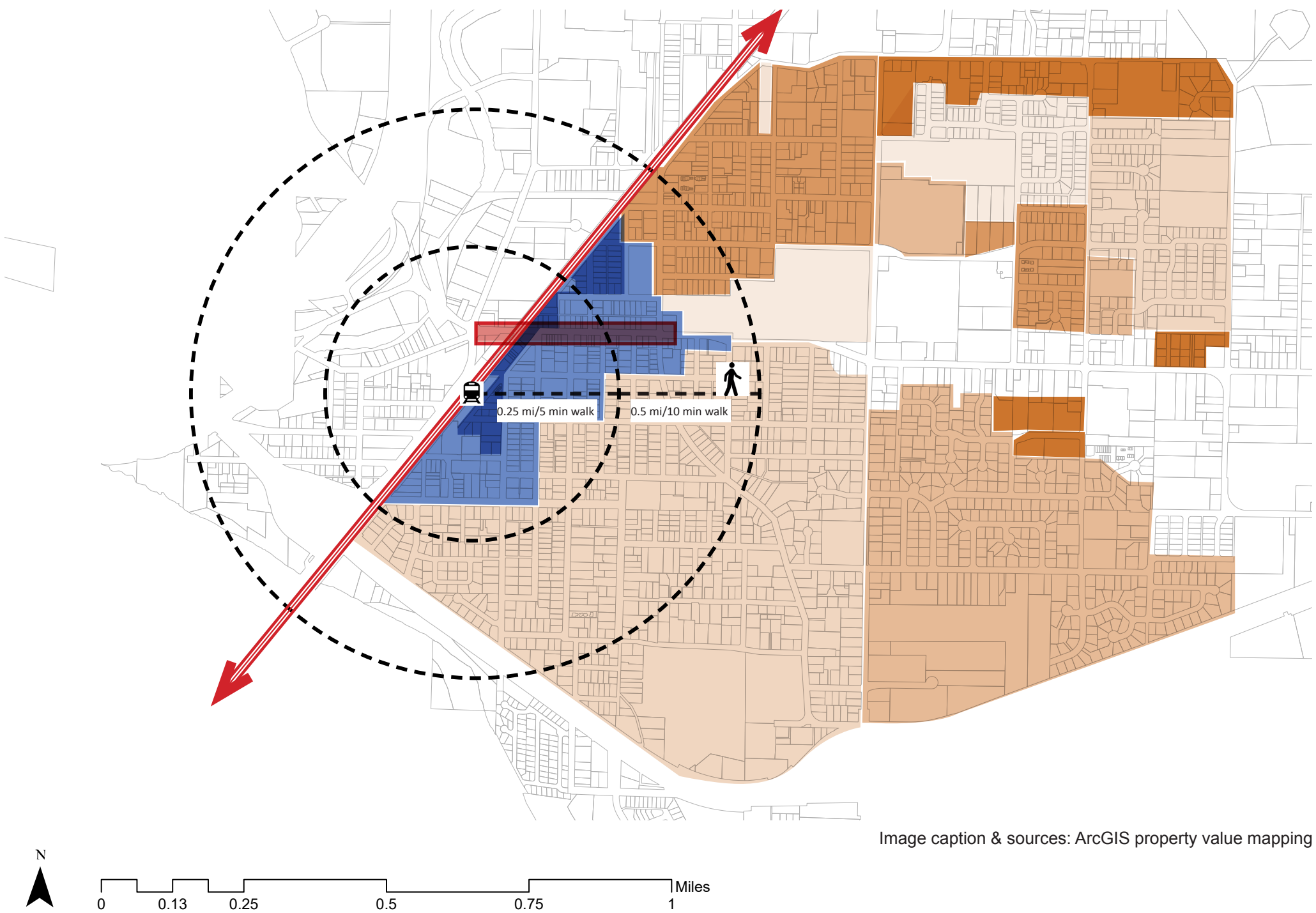
This map shows the rail route and rail station. Also, there is the former bus routes and bus stop with pedestrian sheds (5 & 10 minute walk).The city does plan to bring back bus routes so there will be opportunities to make of that.

Public Transit Accessibility

- Sounder Bus Routes
- Former Bus Routes
- Project Site Pedestrian
- Shed Bus Stop



Housing Density



The idea of improving and increasing residential development has been mentioned in many of the stakeholder meetings for downtown Sumner. The overall concept is good and through my research I notice that there is a risk of displacement and development issues for current residential families.

Issues: The most notable issues for the site is the concentrated density on Main Street, will develop a strain for affordable housing. As Main Street and the area around the site improves, there is a possibility that the property value would go up which remove the affordable housing pockets within downtown which results in residential displacement. These pockets of affordable housing show how many locations are at risk of displacement. There is a risk where new development has the potential to increase market rates properties which results in locations of affordable housing being removed and people displaced.

Opportunities: In facing this issue, we just need to keep in mind that there are areas at risk for displacement. This is an opportunity to realize that these new projects should incentivize development that accommodates low-income residential housing.

Housing density

- D6 Mix-use
- D5 Mix-use
- D4 S-F
- D3 S-F
- D2 S-F

Roads & vehicular access

The majority of the downtown roads have a low speed limit (25 mph). Based on observations of google maps, we noticed high traffic volume occur during the day 11am - 6pm on Maple street and on Main street (affected street segments shown in orange outline).

Road widths in the downtown area are generally wide (50 - 60 ft) which offers opportunity for parallel parking on both sides or an opportunity for incorporating wides sidewalk to activate commercial uses along main east - west corridors. Main street and Maple street are the only east-west connections across the railroad in the downtown area. Roads adjacent to Heritage park currently carry traffic in one direction only (one-way roads shown in dashed lines).

Road speed limits

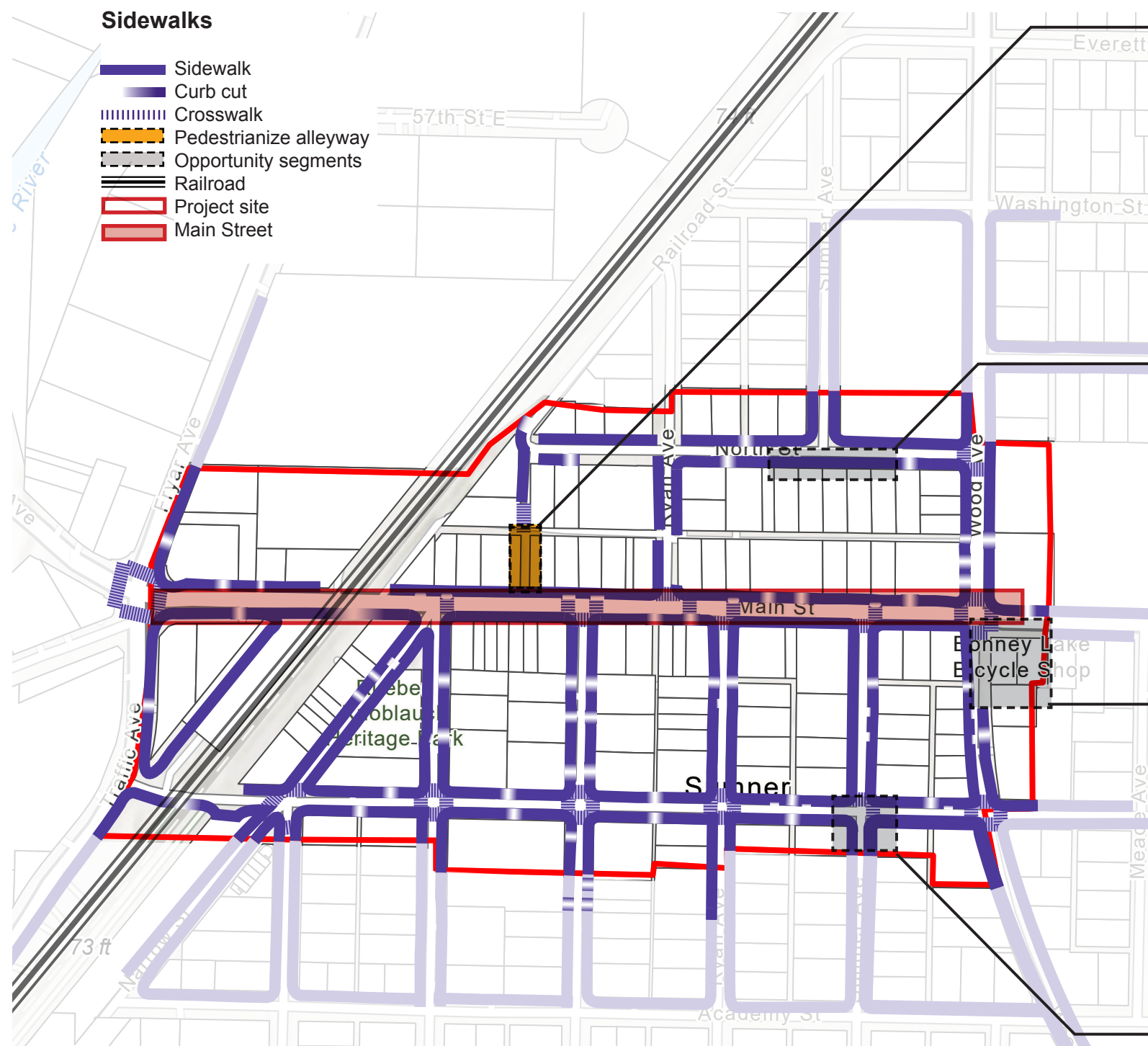
-  Gas Station
-  25 mph
-  25 mph 'high traffic'
-  35 mph
-  60 mph
-  Main Street



Road widths & types

-  10 -12 ft one way
-  40 - 50 ft
-  50 - 60 ft
-  50 - 60 ft one way
-  60 ft collector
-  Main Street





Pedestrian Accessibility

The project site is well connected with existing network of sidewalks, road crossings, and curb cuts. We identified several opportunity segments (shown in gray dashed outlines) for sidewalk improvements. One alleyway connected to the Main Street has been successfully pedestrianized and programmed with seating and planting (shown in orange, and on photograph on top).

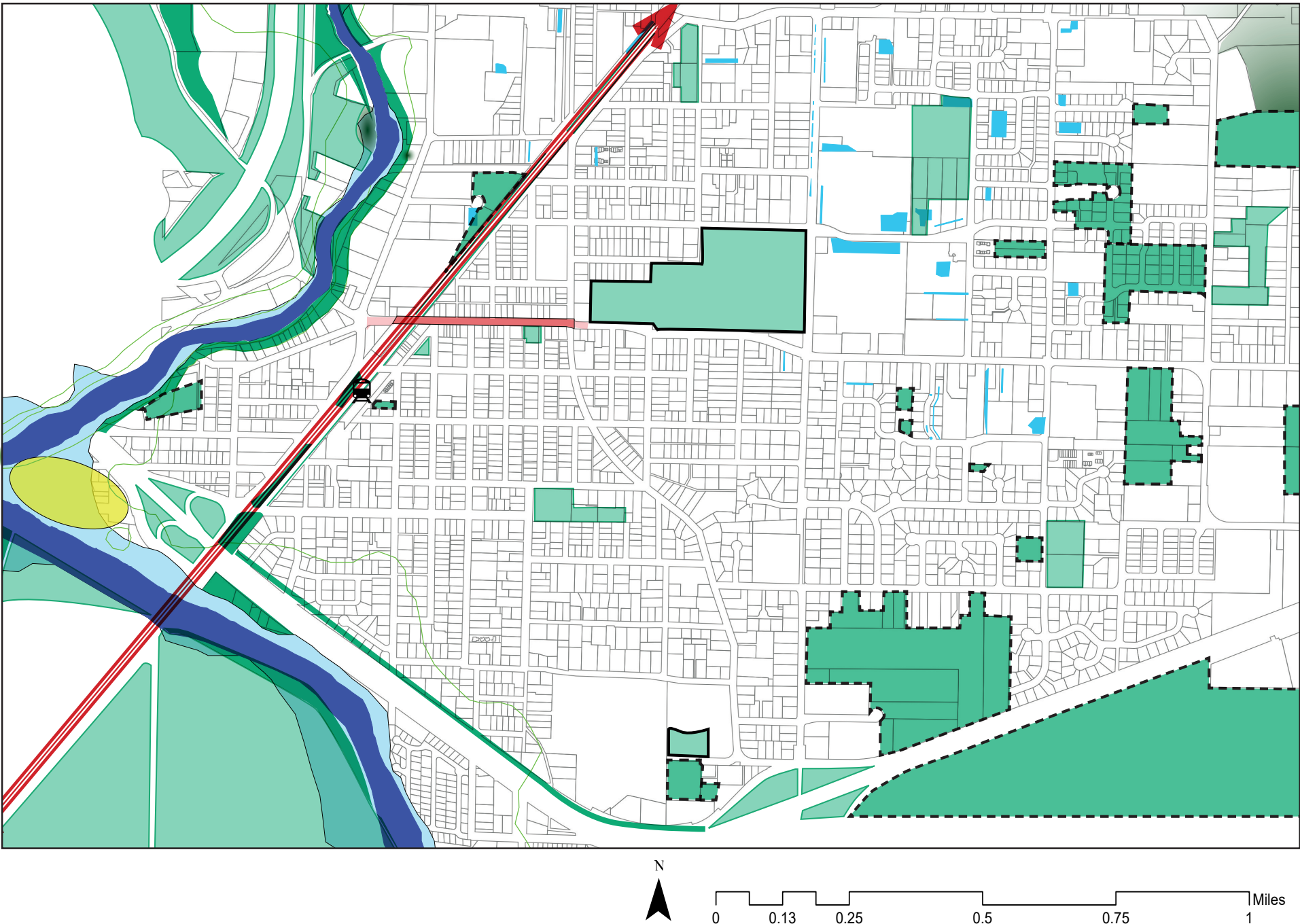
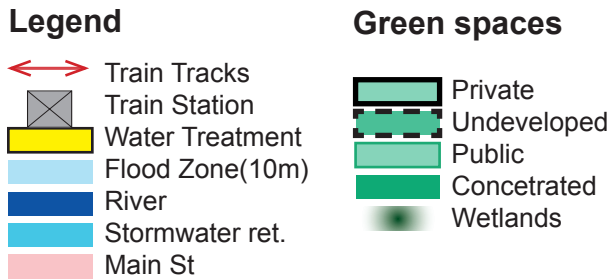
Green & Blue Infrastructure

This data shows the distribution and types of existing green and blue elements (ie. parks, sports fields, rivers, creeks, etc.) in and around the Main Street site. Two main green spaces within the site are Heritage park and the Ryan House. The Ryan house, is accessible to the public, but enclosed. The present site is primarily impervious surfaces, such as the streets and alleys surrounding Main Street.

Within Downtown Sumner, there are numerous green spaces, the closest ones to the site are Loyalty park to the south east, and the Sumner High School field on the eastern edge of the site. The topography of Downtown Sumner is mostly flat and has downward slop that redirect rain water down the riverbank. The areas with noticeable slope are located south along the Puyallup river.

The Puyallup River and White river are the largest sources of water in proximity to the site. Stormwater retention has various locations to the north and northeast of the site. Green and blue spaces are not connected. Our initial analysis shows that establishing physical connetions between existing green spaces could allow these spaces to act as infrastrucutre. Undeveloped land has also be identified for its potential to be utilised to improve pedestrian flow and green infrastrucutre functions.

Natural green spaces like the riverbank and the nearby wetlands could be elevated as destinations within a green infrastructure. The proximity of the site to the river provides and opportunity to createa a unique pathway that connects Main Street and Downtown Sumner to the rest of the region.



Parking Surfaces

Parking

Main Street is made up of impervious parking surfaces. There are opportunities to intergrate green elements in these areas to improve the visual appeal of these spaces. Opportunities to replace existing parking may activate these spaces, and improve pedestrian experience.

Pervious and Impervious

Street trees are used to soften impervious spaces (Parking lots, Sidewalks, etc.). Areas of concentrated vegetation are clustered but not connected

Opportunity: Placement of street trees and vegetation can improve walking experience. Connections between green spaces in the site and throughout the city

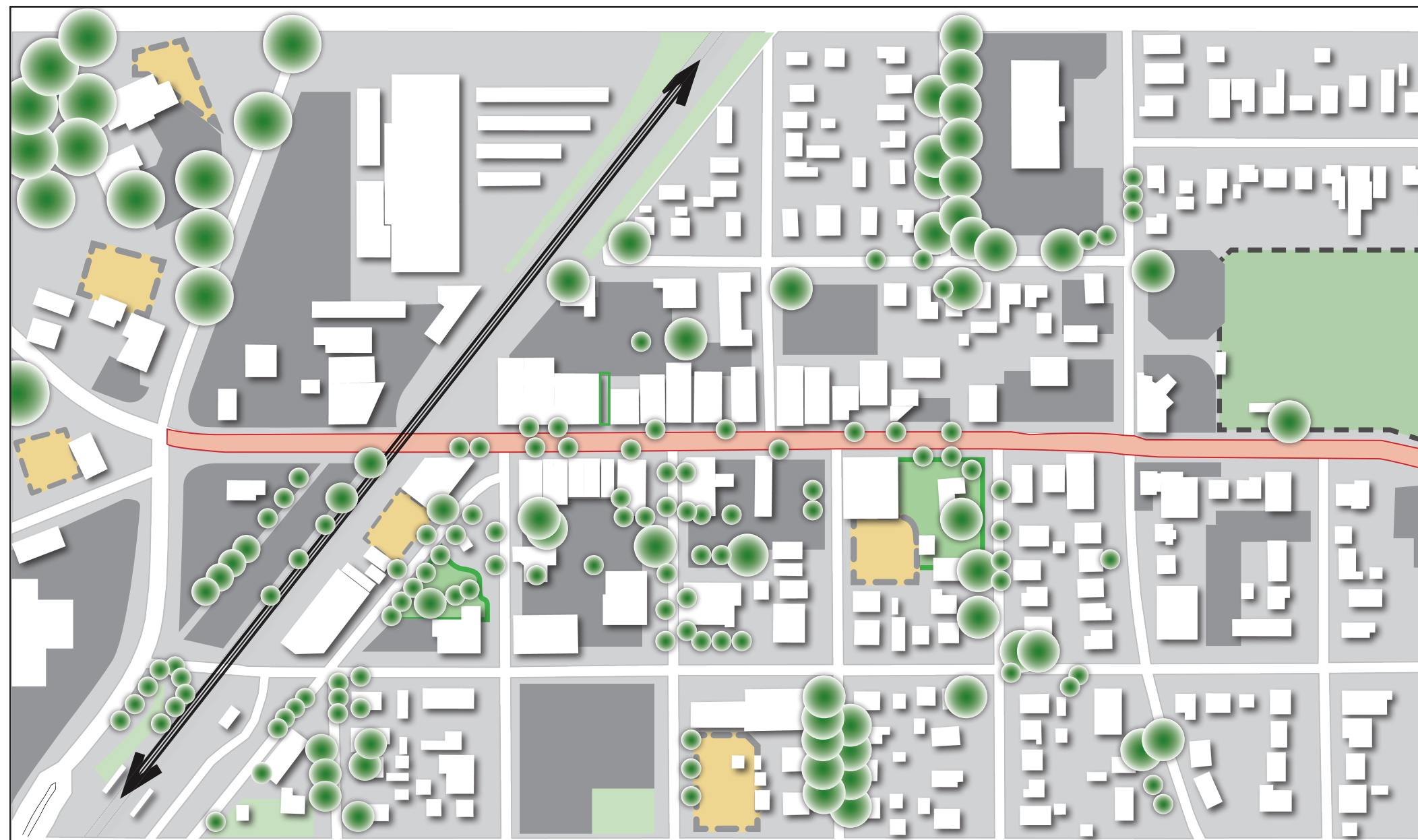
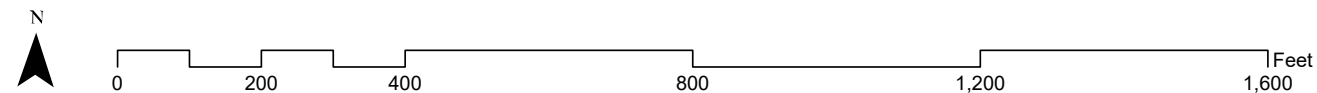
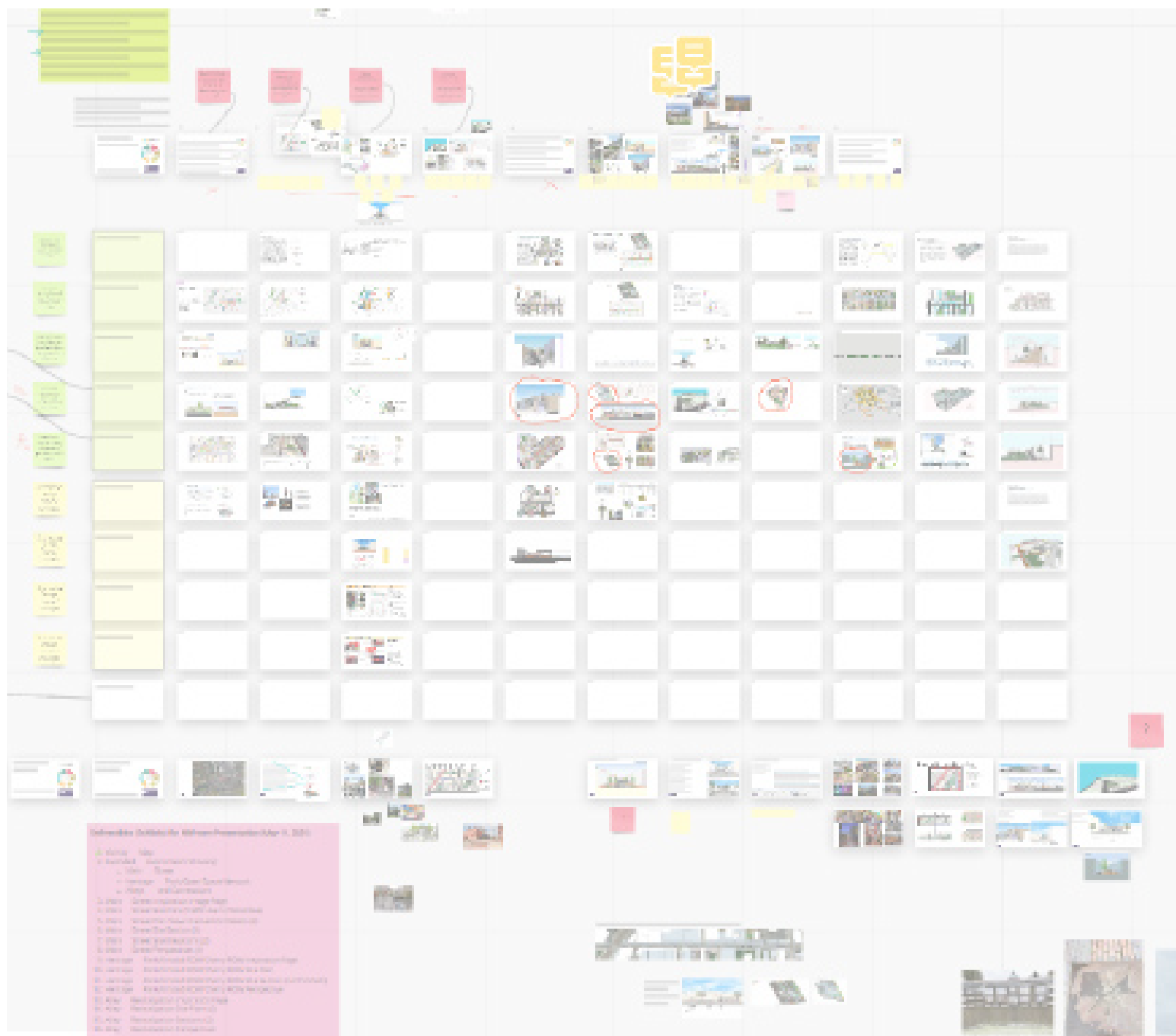


Image caption & sources: ArcGIS property value mapping





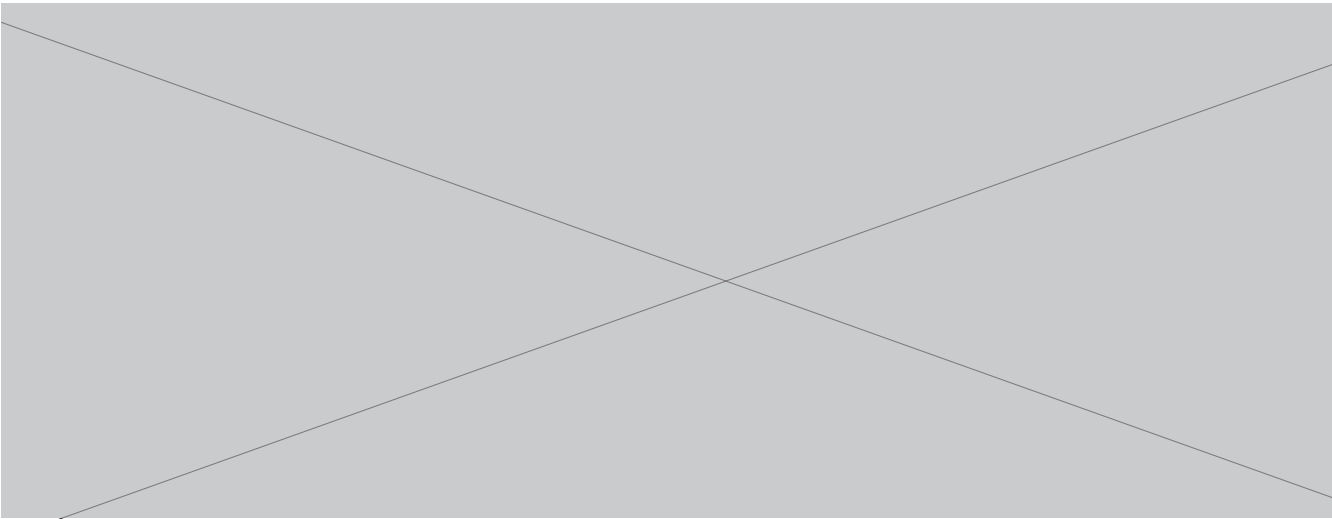
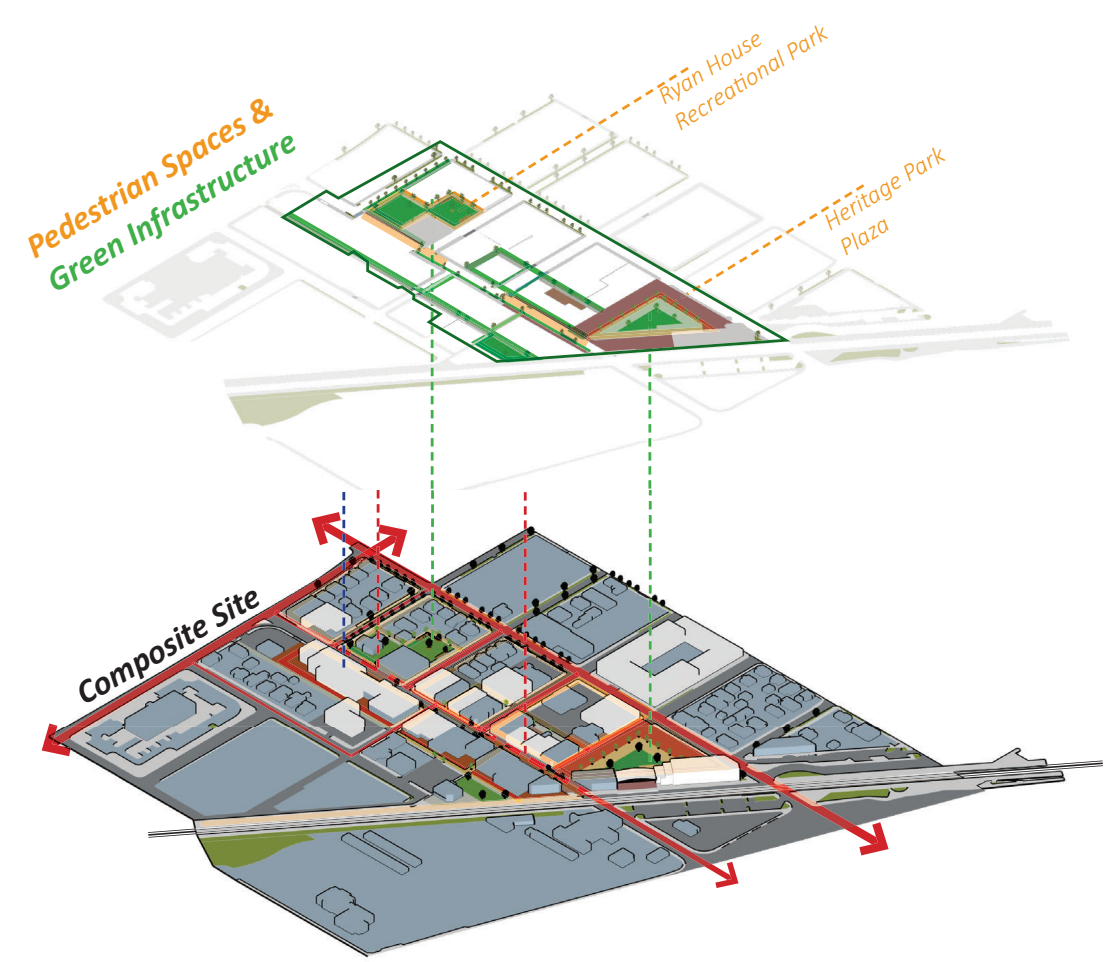


03 Design Development

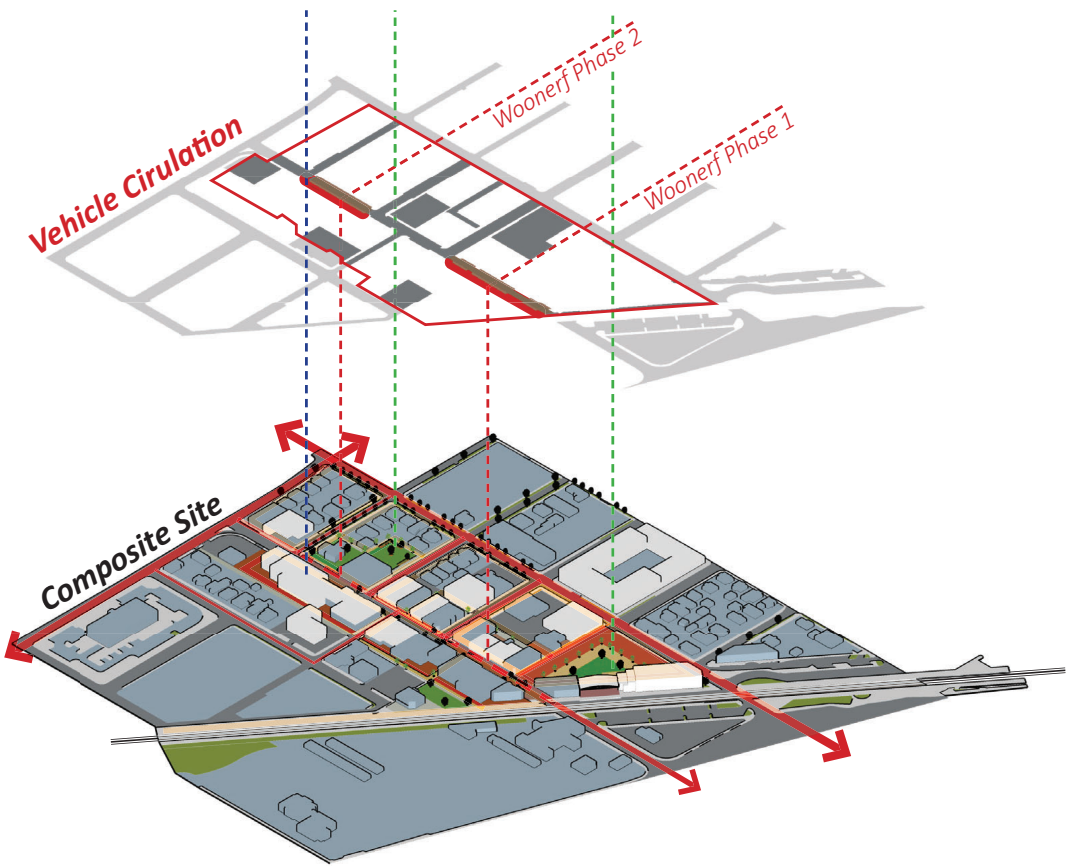
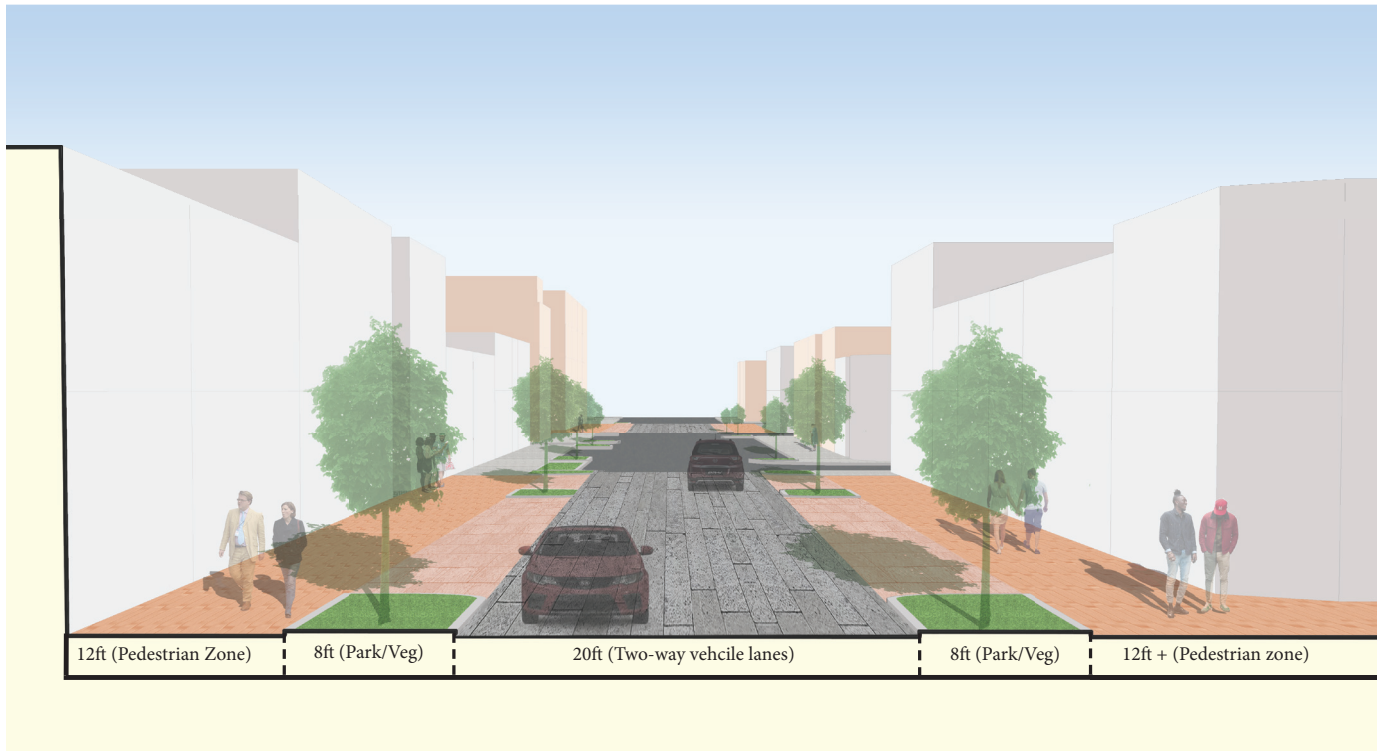
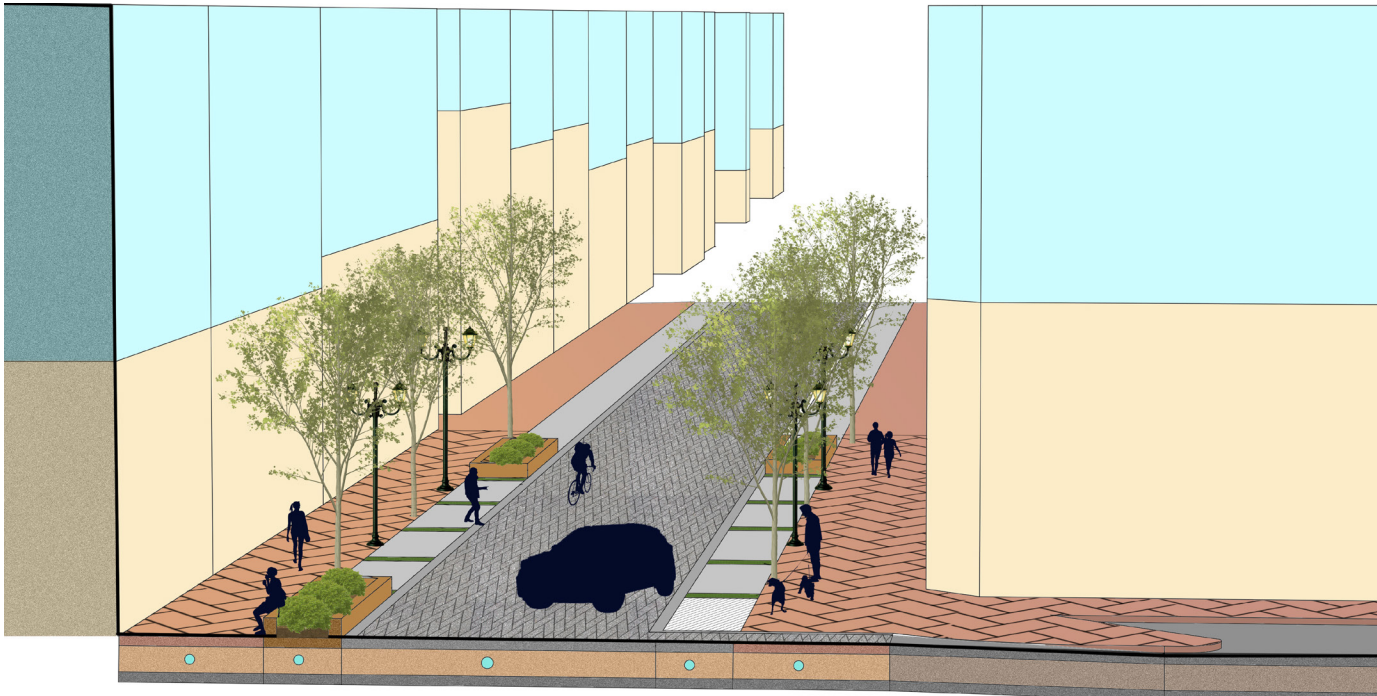
Expanding Public Green Space

Ryan House Garden Park

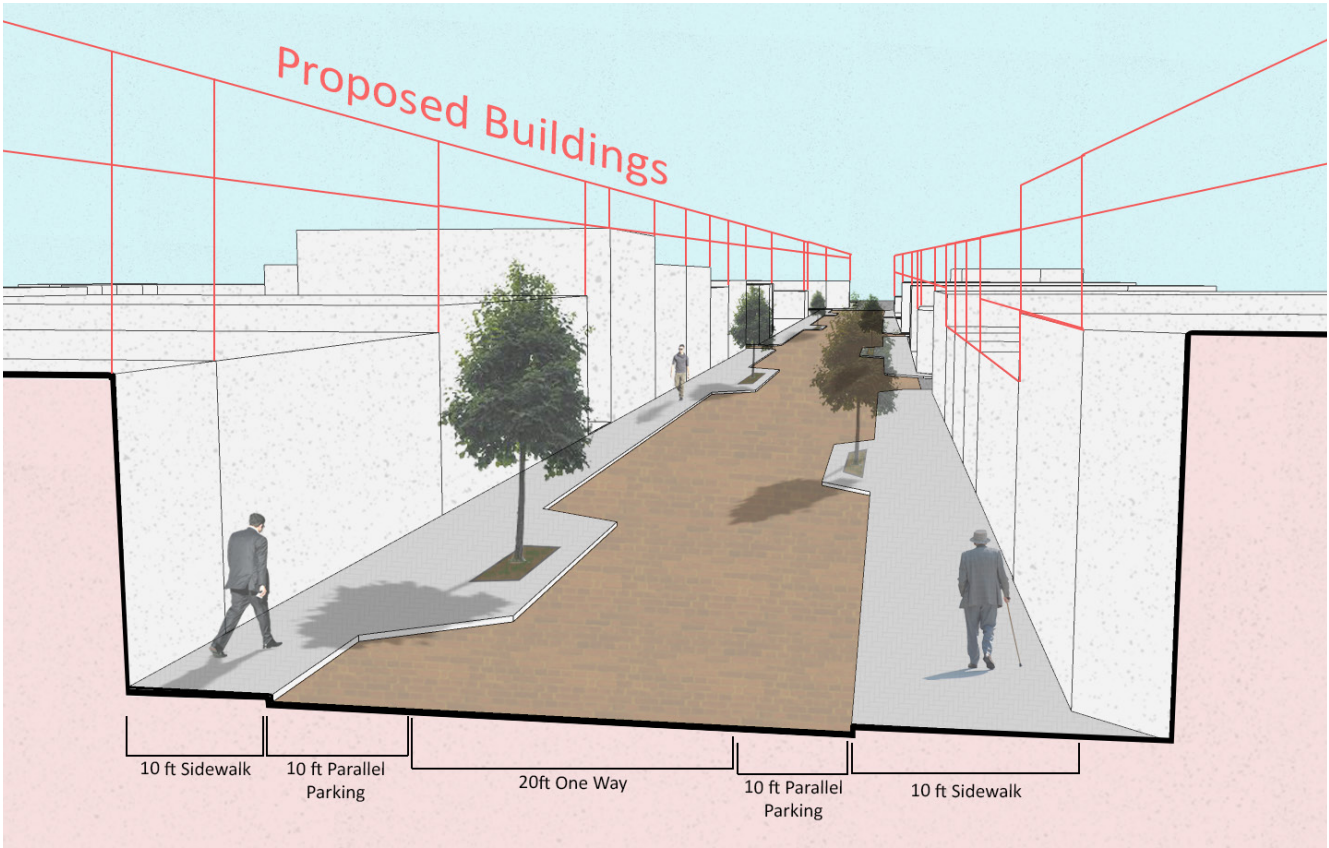
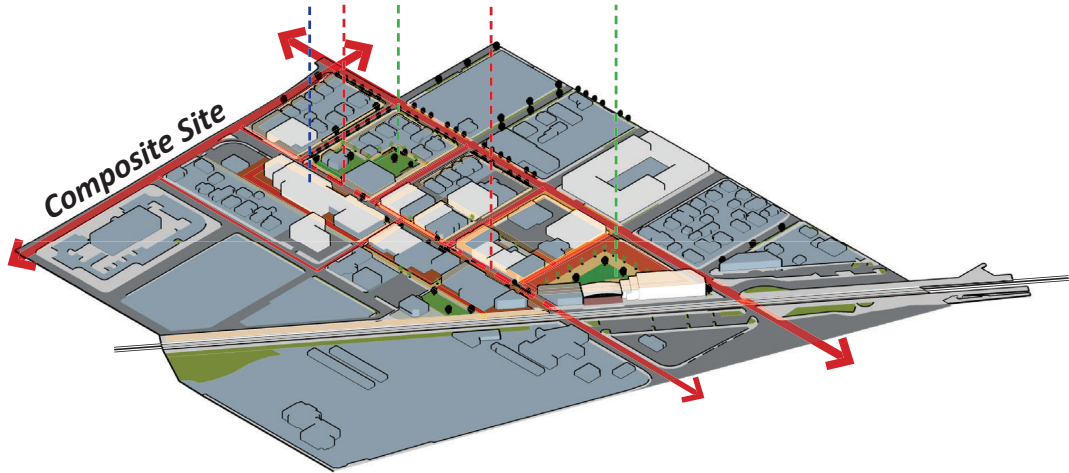
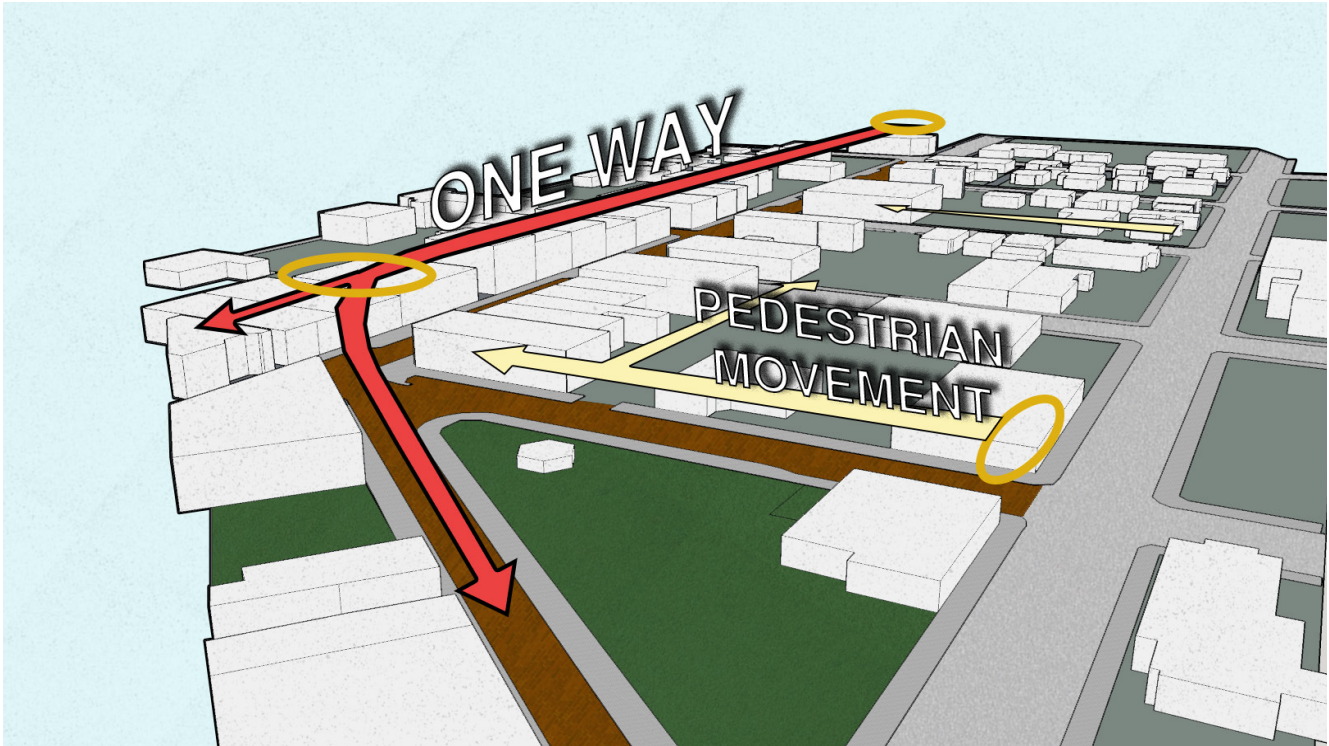
The redesigned Ryan House Garden Park, is a public park and rest space. The Park has a clear sight line along the proposed green alleys. The redesign expands on the existing Ryan House space, and creates pedestrian paths that improve mobility through the site.



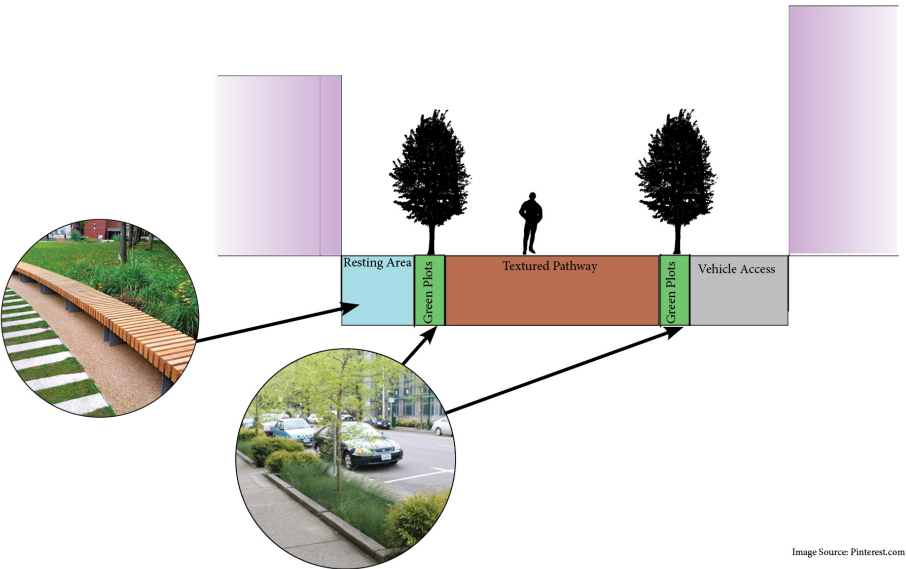
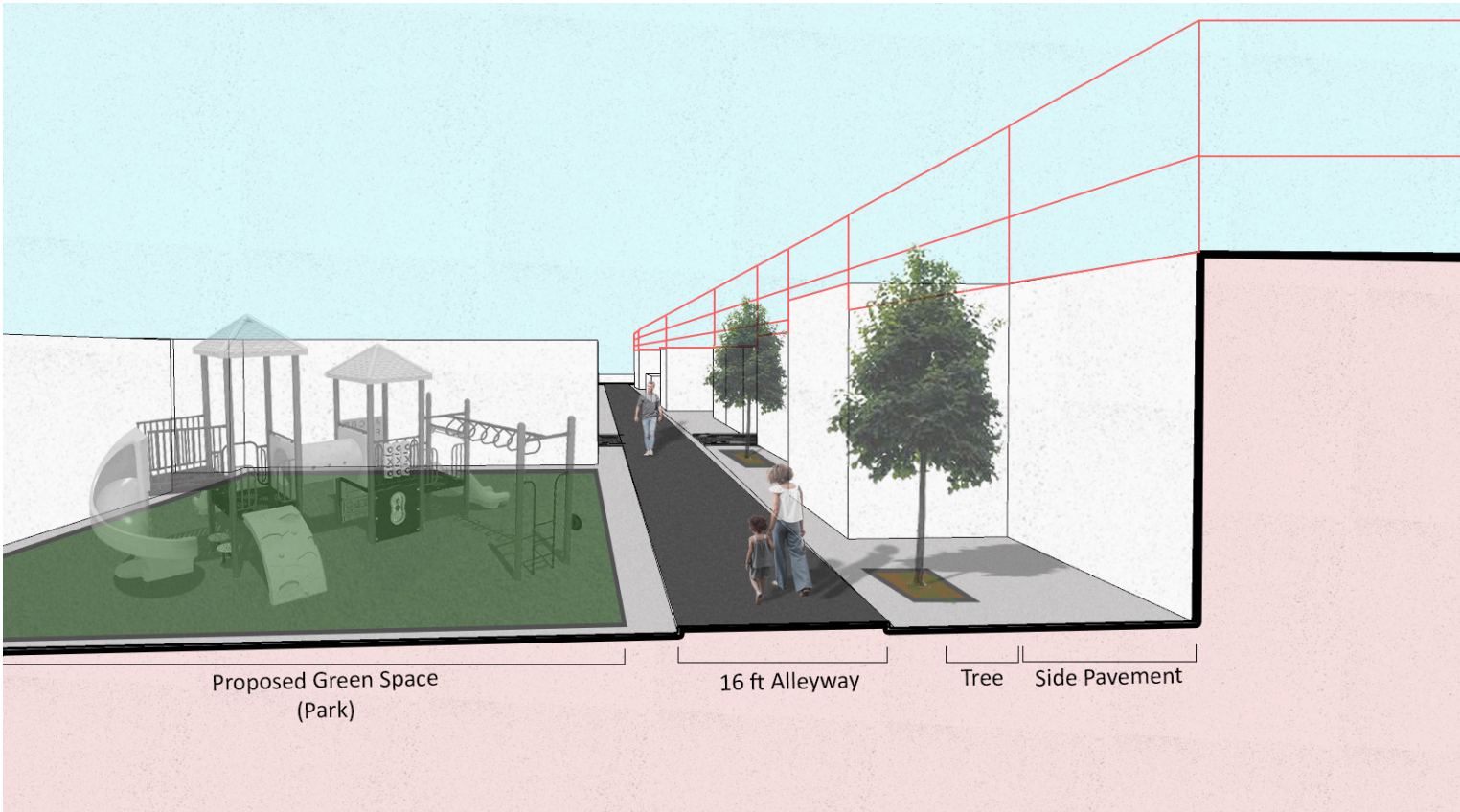
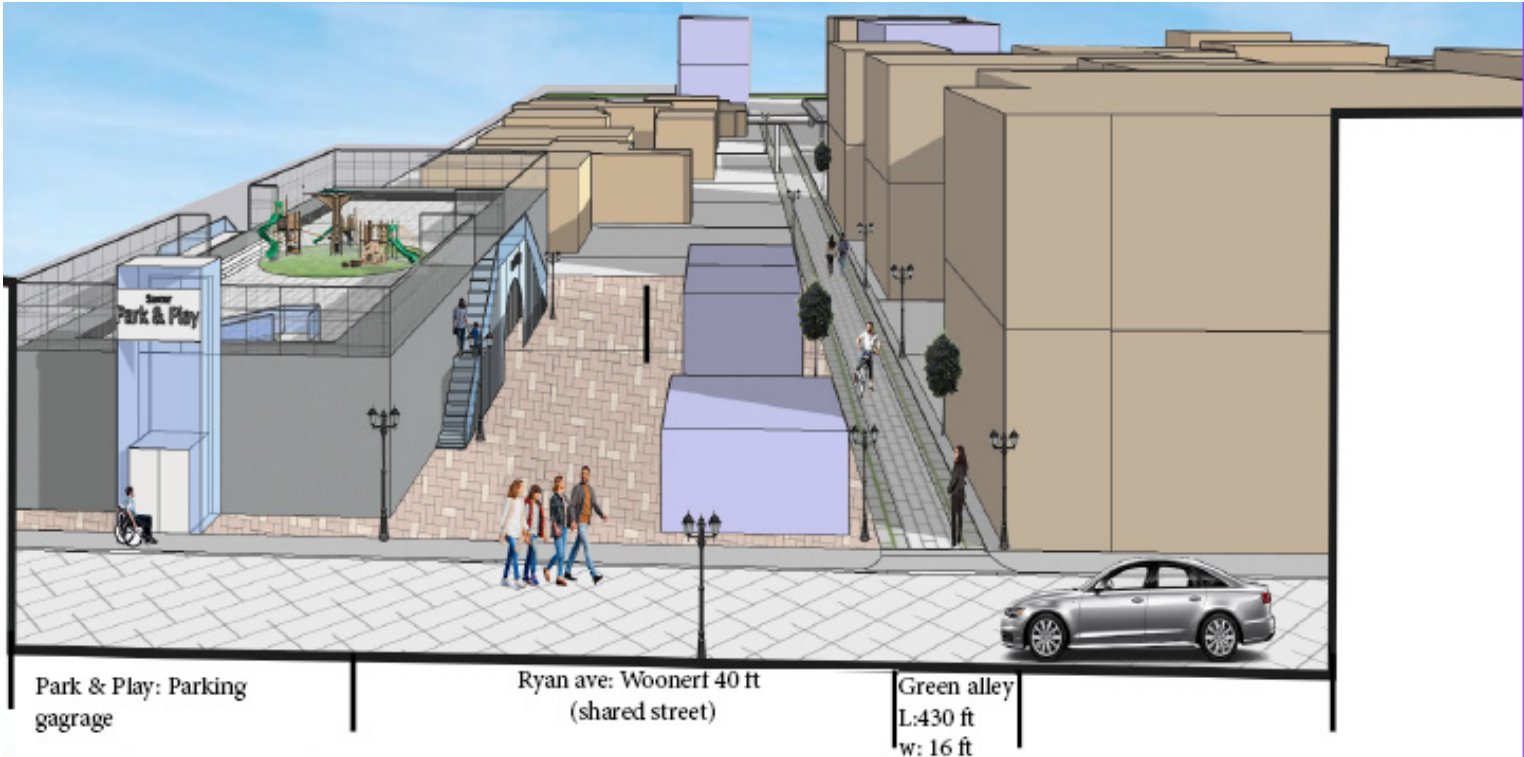
Woonerf on Main St



One way street



Activated Alleyways



Place Making & Character

Rails-with-trails provides diversity within the space. Some trails are located next to a railroad with a high frequency of faster trains, while others are located near low frequency, low speed trains. Rails-with-trails are safe and accessible for everyone - cyclists, runners, pedestrian, families, and elderly who need a safe place to get out and walkd their dogs. This project woudl give wellness and vitality for the community, and introduce new possibility for trail-network development.

Rail-trails are public paths that are built from a railroad corridor that is no longer active, while rails-with-trails are public paths that parallel railroad corridors that are still active. This utilize more of the innactive spaces around the transit station and enhance the HUB design and urban blocks with legibility.



Source image: <https://development.asia/insight/enhancing-urban%E2%80%93rural-connectivity-through-transport-hubs>



People's Canopy Folded



People's Canopy Partial Street Coverage



Night Time

People's Canopy

Location: Lancashire, England, United Kingdom

Designer/firm: people's Architecture Office

Year: 2015

Description:

People's Canopy exemplifies the support of social infrastructure on the streets as a means to support the wide range of events that happen downtown. The canopy's ability to retract and expand makes good use for different times and locations also provide the needs for pedestrian such as weather coverage. The People's Canopy has the ability to be transported with ease because of the use of volunteer and citizen cycling to move it around, like a small parade of canopies. The canopy can also act a barricade because of its size and color that makes a significant indicator that a certain location is closed off for pedestrian use.

Issues address:

- Traffic issues occur through events instead of directing around it.

Opportunities:

- Provide safety and security during events.
- Allow events to go towards the night-life.
- Size and color is a good indicator of a barricade.





04 Final Design

Spring Quarter 2021

The final design was based on community engagement and discussion during the design development phase. The final design project includes three main elements:

1. Heritage Park/Woonerf
2. Alley Activation
3. Main Street Corridor

The design goal of these spaces is to provide adaptability as a key feature. The three focus areas act as connections to major destinations within the site.

Urban Design Framework

Our three main focus areas for the site are Main Street, Heritage Park, and the alleys north and south of Main Street, including Rhubarb Alley.

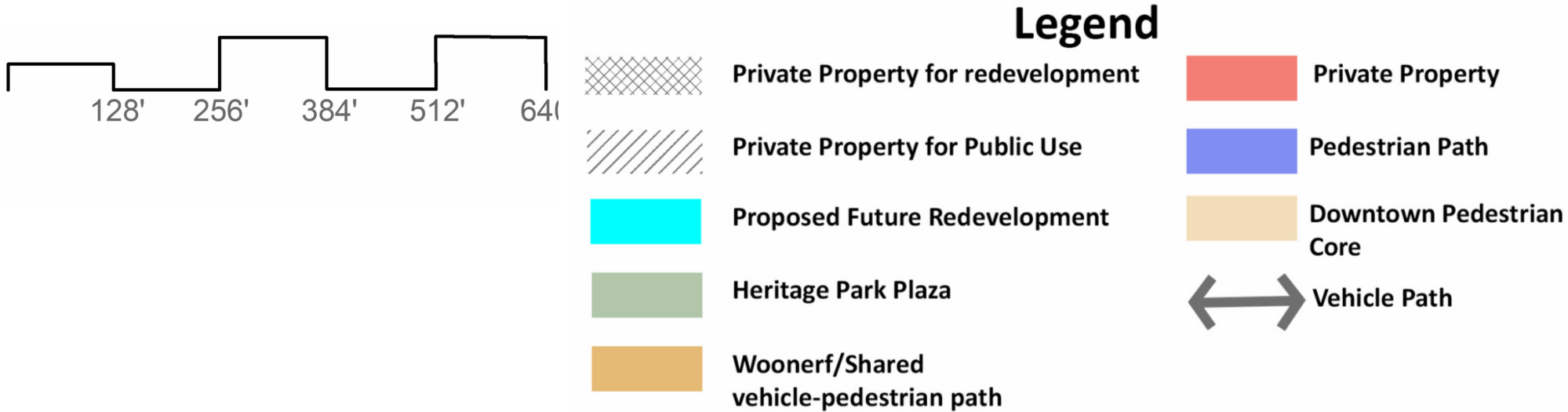
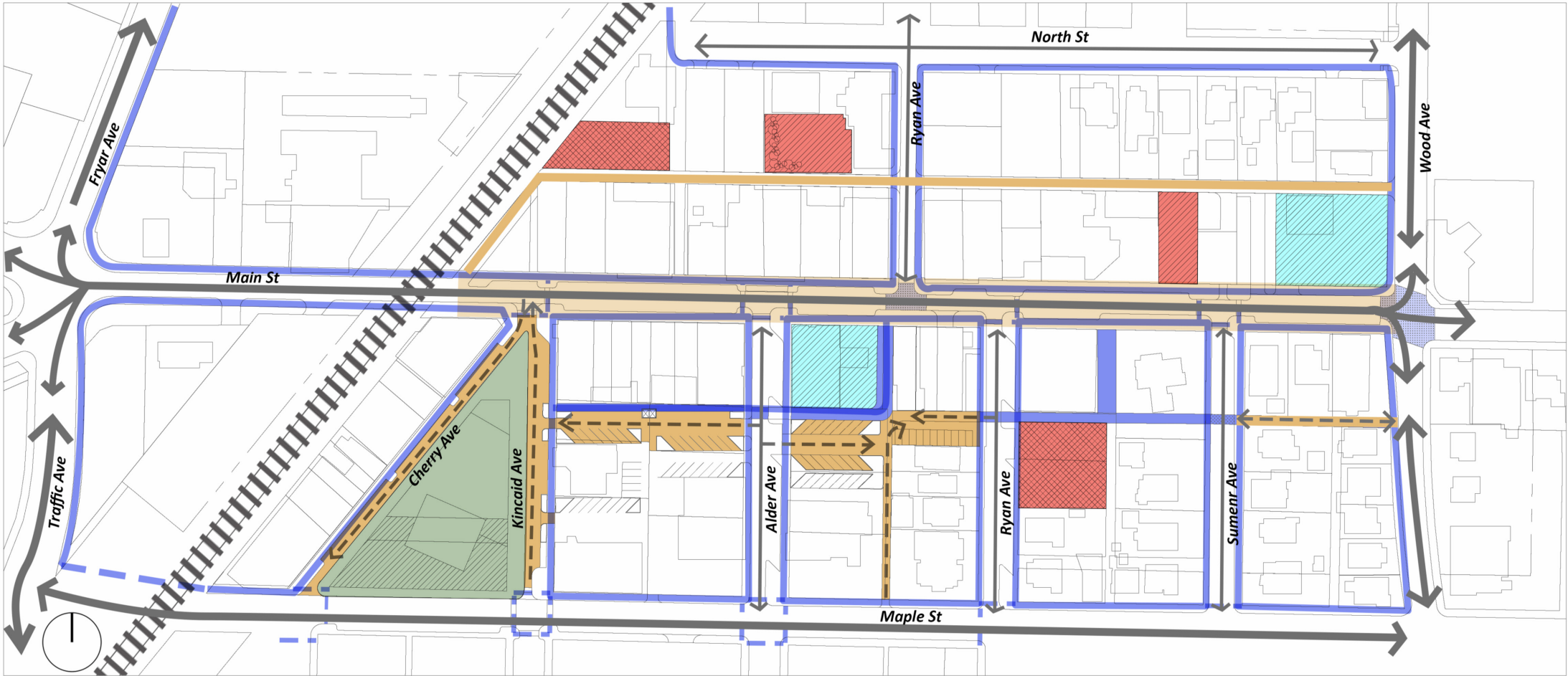
We designed these spaces with adaptability as a key feature. The three focus areas act as connections to major destinations within the site.

Heritage Park has been redesigned as a woonerf plaza. The plaza acts as the main destination and convergence point. The south alleys have also been turned into a woonerf, keeping the needed parking and allowing for flexible use of space, and for the ability to close the alleys down and prohibit vehicles to improve pedestrian mobility. Main Street is the backbone of our design, with key connections to all areas of the site, and with a focus on mobility.

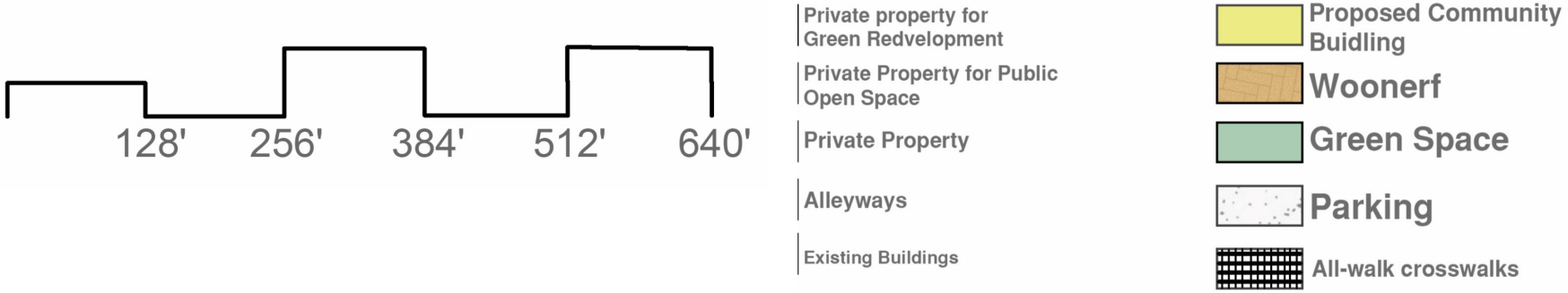
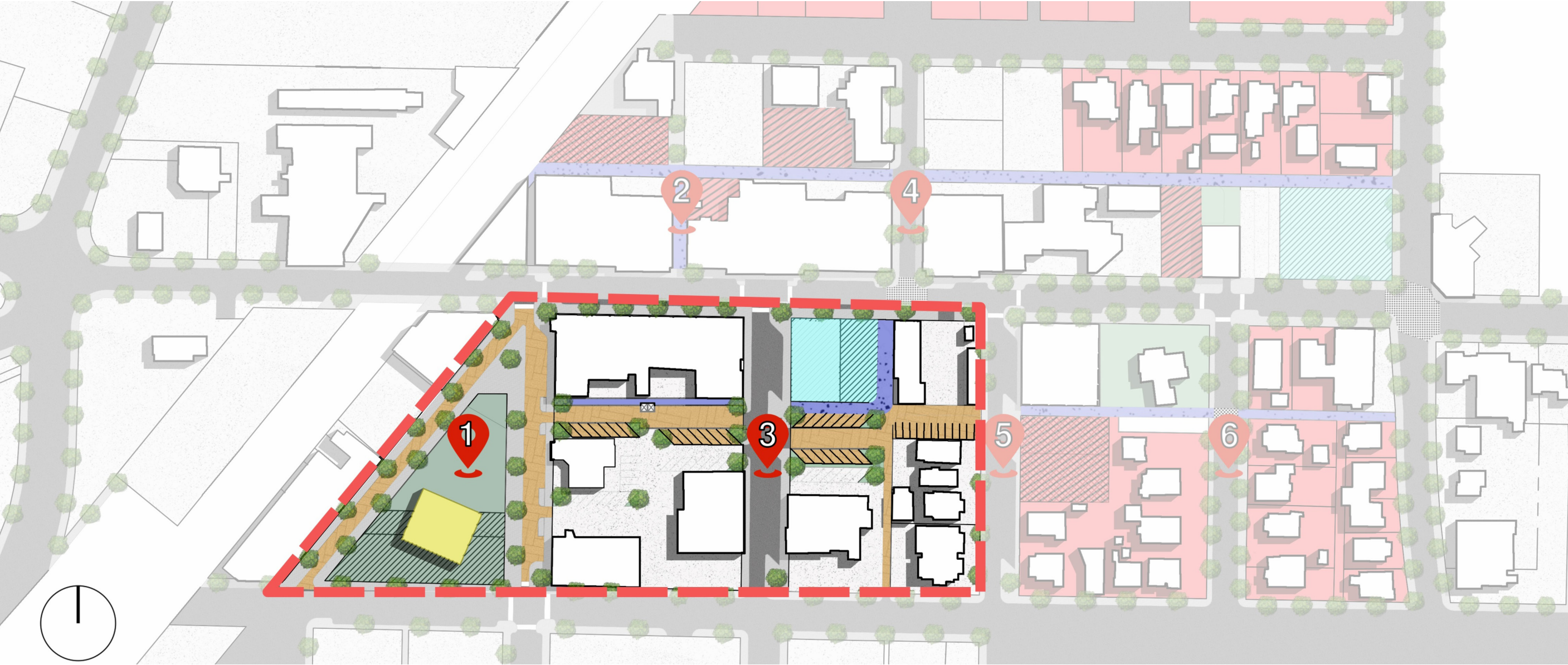
Enhance pedestrian movement and safety while also maximizing parking spaces for businesses.

Introducing curb extensions and bulbs to create crosswalks.

Vehicular two-way street will be kept the same in Main Street so traffic volume could be as lively as ever.

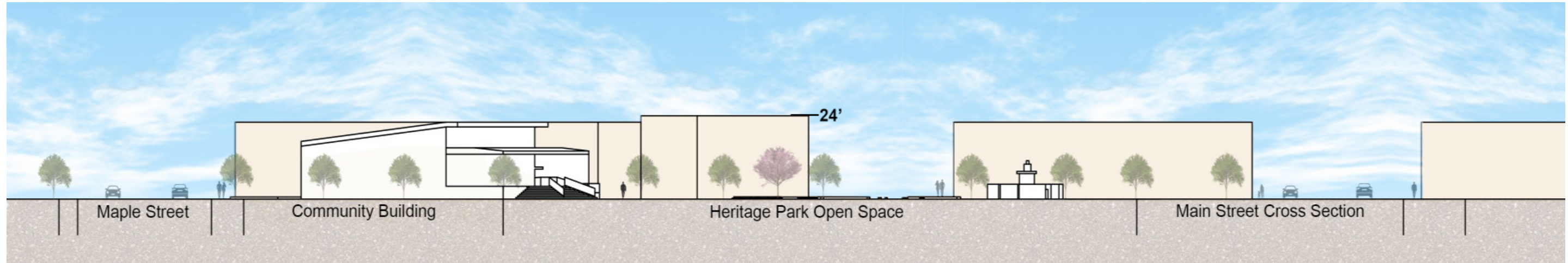
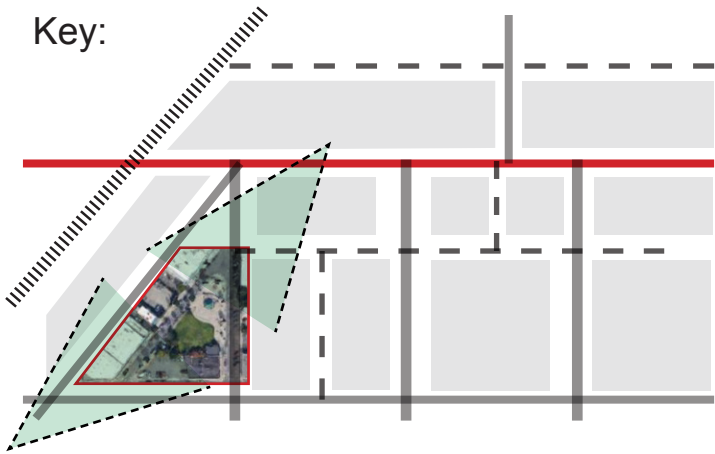


Priority I. Heritage Park

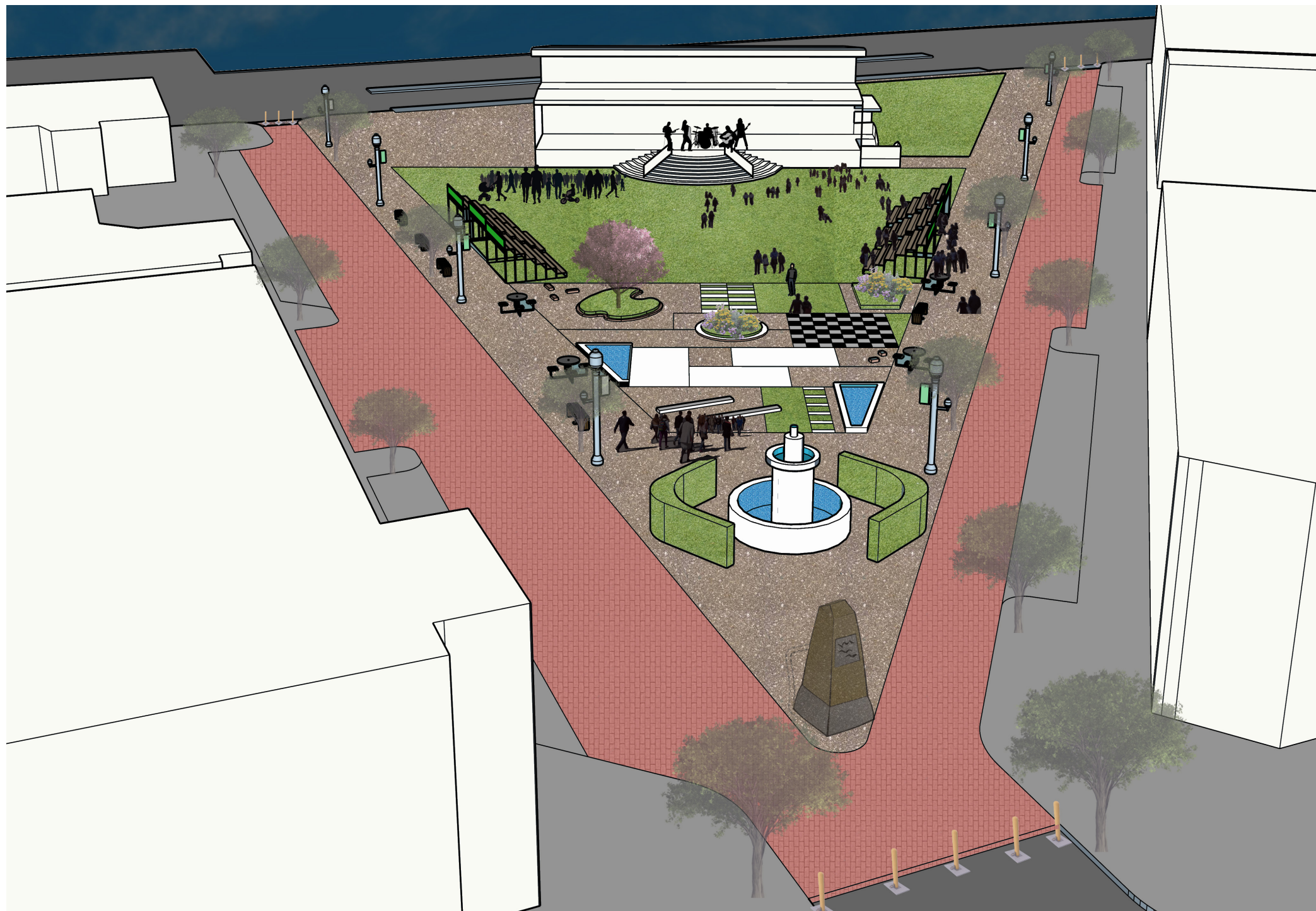




3D Proposal View from SW



Section through the Heritage Park proposal



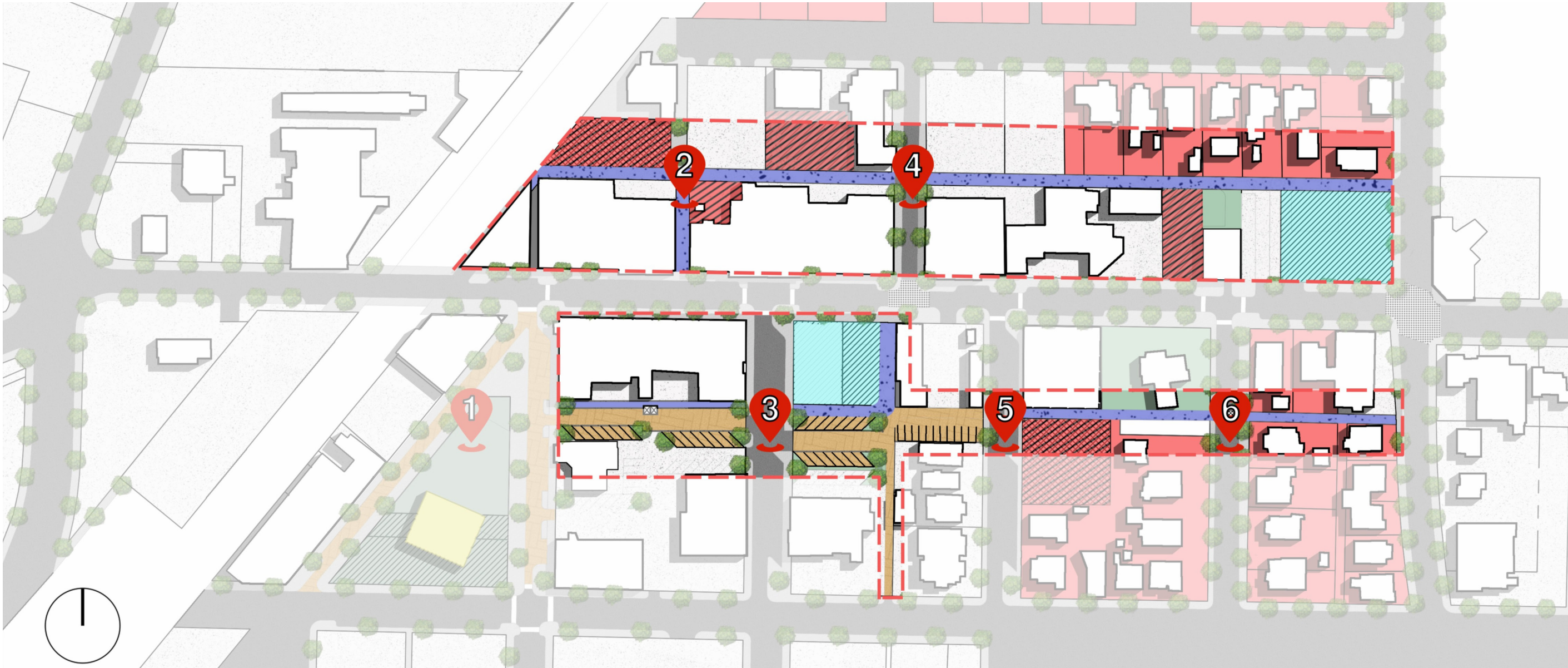
3D view of Heritage Park from NE

Priority I. Heritage Park

Heritage Park area has been re-envisioned as a plaza that expands into the nearby roadways. The plaza acts as the main destination and event hub. The south alleys and Main Street would converge at the Heritage Park area.

The Park will have a new community building that will provide indoor and protected outdoor space for the expansion of the park to accommodate a new building with stage, concessions, and restrooms. Surrounding street/alleys around Heritage Park will become a “woonerfs” which will indicate to vehicle users to slow down within the area improving safety and usability. The goal of the expansion is to activate more spaces for the local community to support outdoor activities such as local events, food trucks, vendors and Farmer’s markets. Traffic calming measures and temporary street closures will prioritize pedestrians, creating a safer environment for the community to use. Re-envisioning this space is consistent with the Town Center Plan, which increases the amount of residents and foot traffic in the area and creates more usable open space.

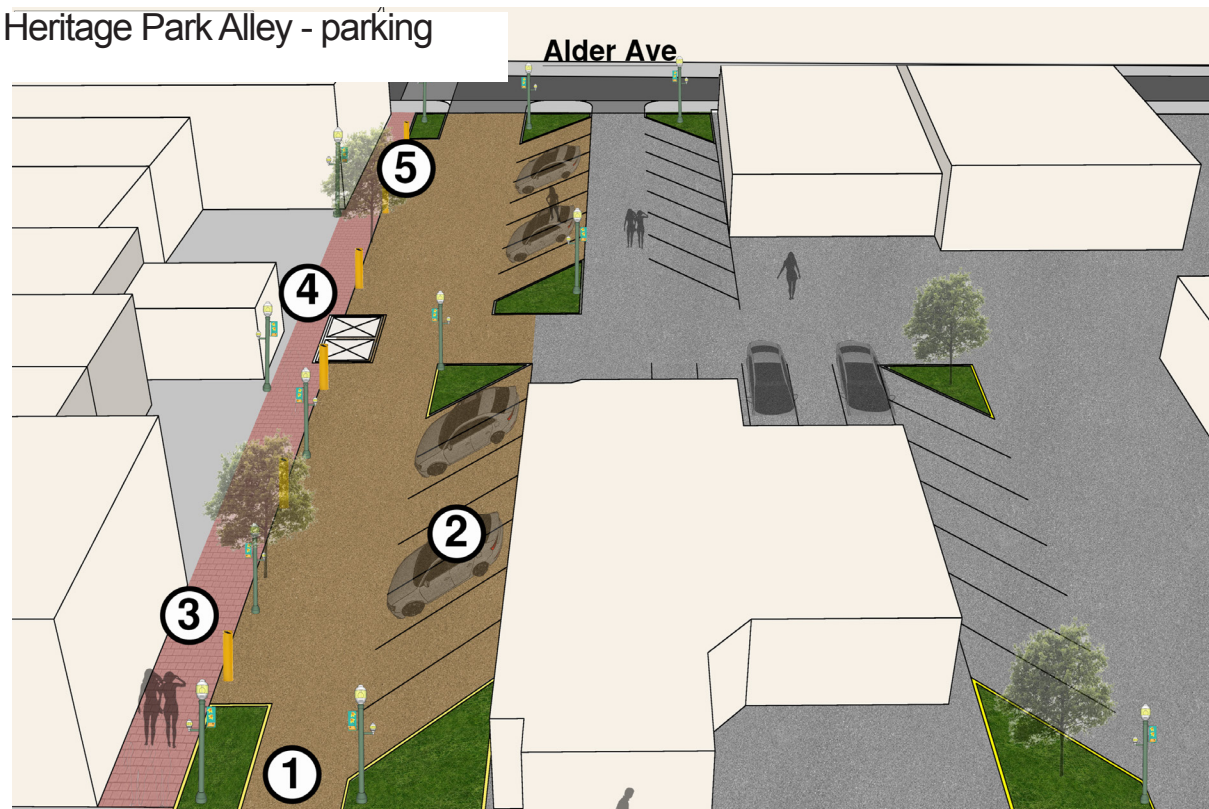
Alley Activation Site Plan



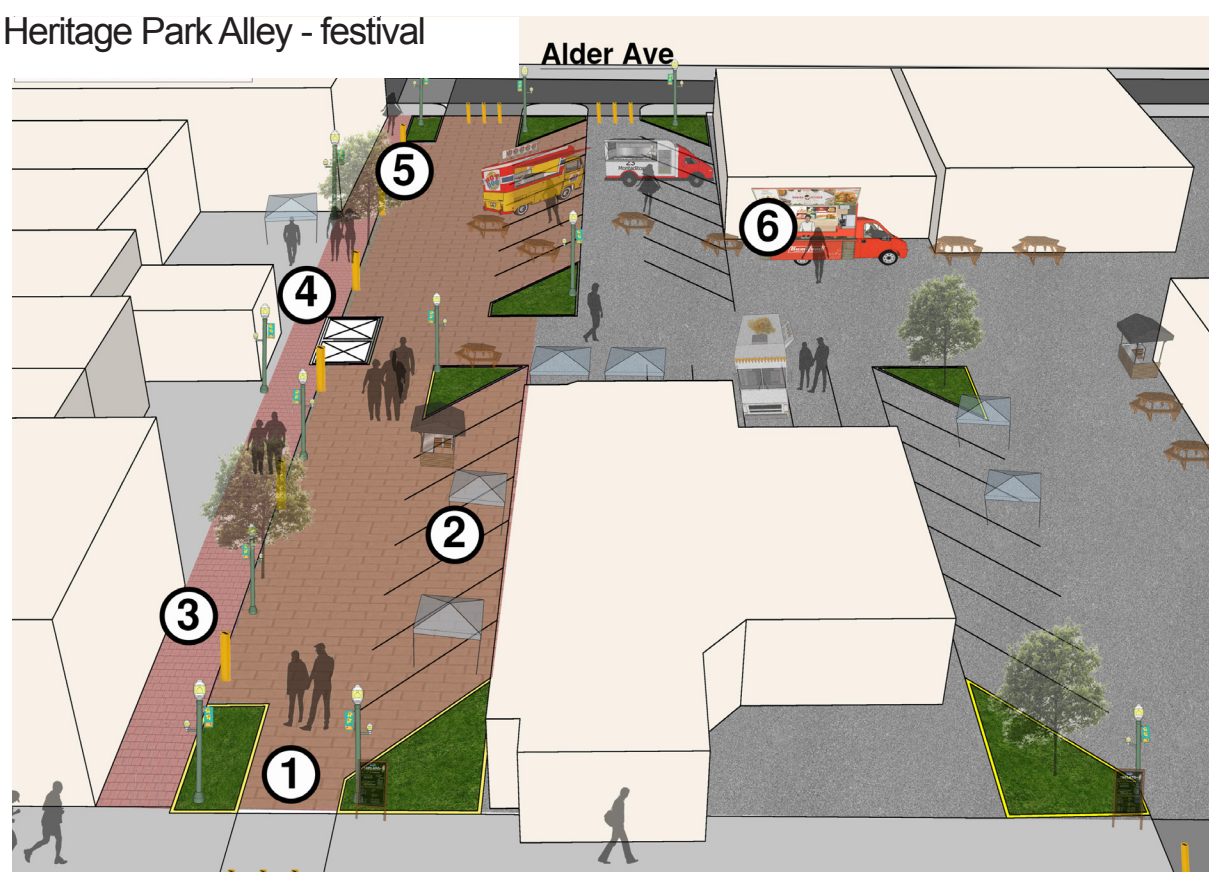
Legend

- | | | | |
|---|--|---|-----------------------------|
|  | Private property for Green Redevelopment |  | Proposed Community Building |
|  | Private Property for Public Open Space |  | Woonerf |
|  | Private Property |  | Green Space |
|  | Alleyways |  | Parking |
|  | Existing Buildings |  | All-walk crosswalks |

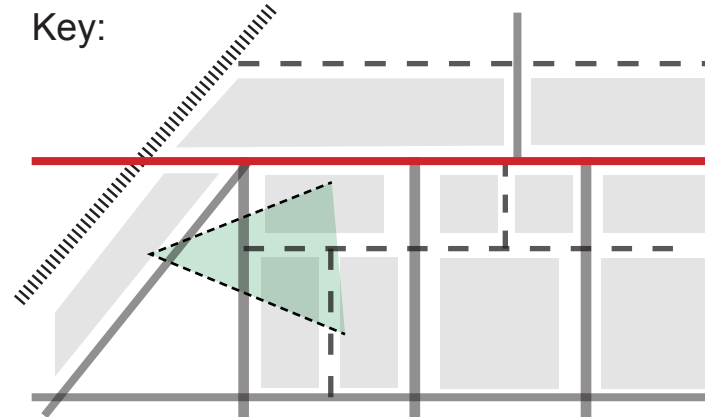
Heritage Park Alley - parking



Heritage Park Alley - festival



Key:



- ① 16' Textured Pathway
- ② Parking
- ③ Sidewalk
- ④ Shared Waste Disposal
- ⑤ Service Road
- ⑥ Foodtruck location

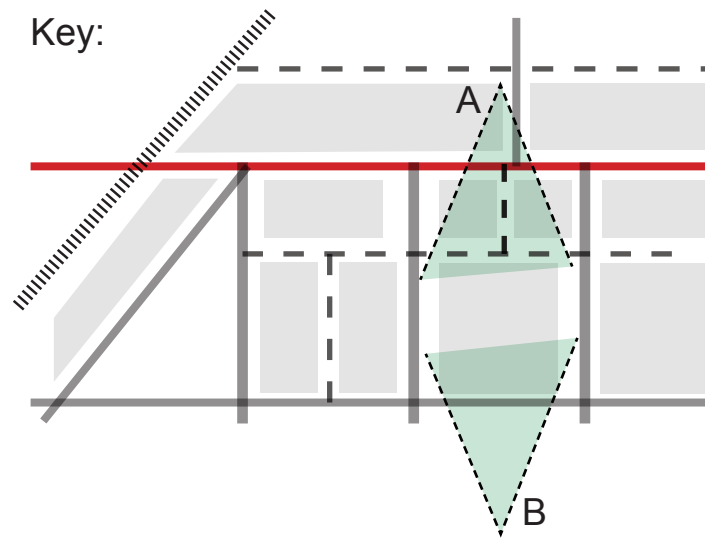
Priority II. Alley Activation

Development of the alleys north and south of Main Street will provide safe and desirable alternate connections throughout all of Main Street area, adding capacity and engaging existing properties adjacent to Main Street in a new way. New crosswalks to each alleyway will provide improved east-west corridors through downtown, making it easier to walk around downtown. Additionally, green infrastructure will be implemented such as rain gardens and permeable pavements that would be beneficial for aesthetics and usability. The alleys will also be alternative event spaces for markets, shopping, food trucks and other elements that can be programed without closing Main Street avoiding business and traffic impacts.

Activated Alleyways (south)

Design ideas for activating and connecting alleys:

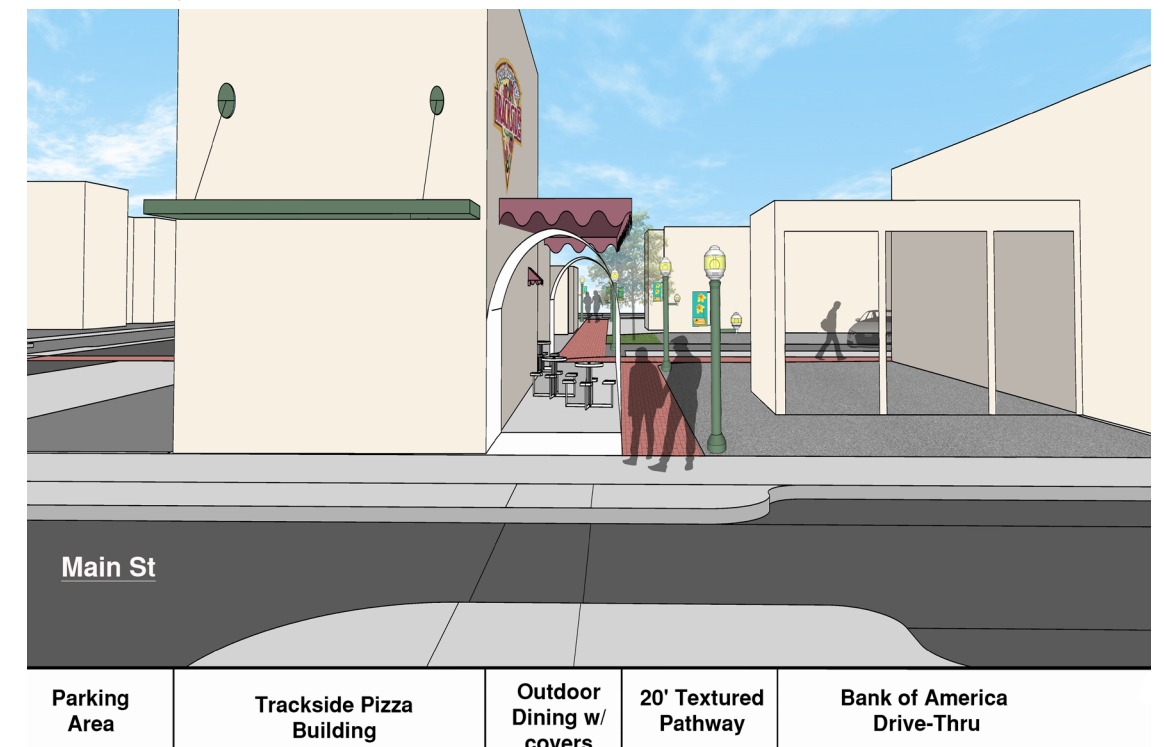
- Woonerf concept for all alleyways
- Maintain/increase vehicle parking opportunities
- Back-in, angled parking
- Gathering spaces
- Seating
- Lighting
- Spaces for food-trucks and temporary vendors
- Artwork, banners, murals
- Distinct paving texture and materials
- Graphics or other pavement designs
- Enclosed garbage and recycling storage
- Space for programming with events and activities



South Alley (view A)

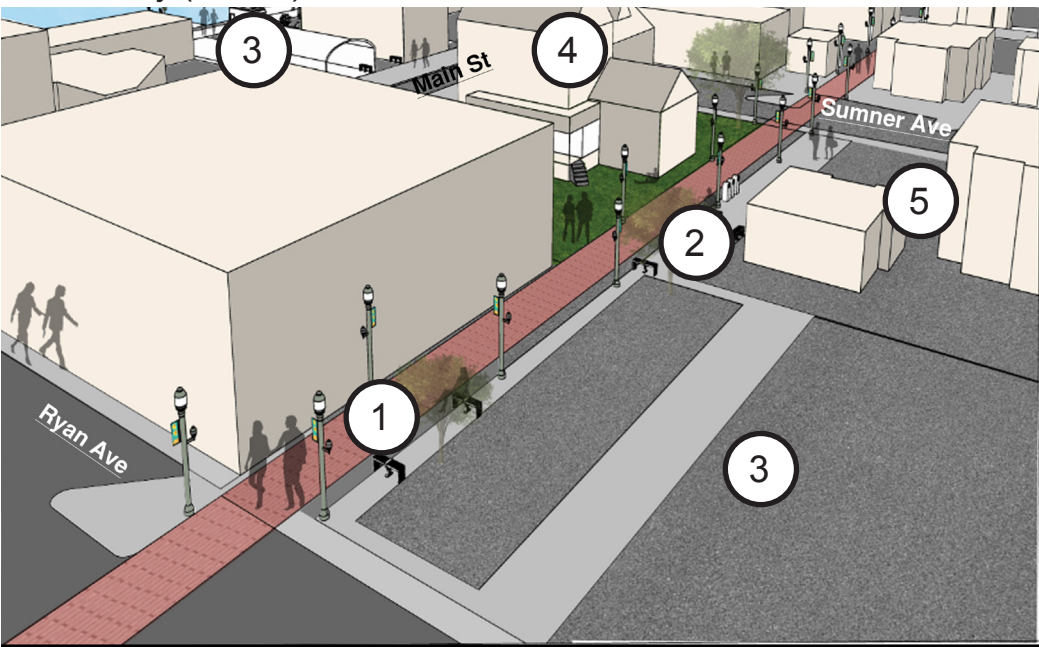


South Alley (view B)



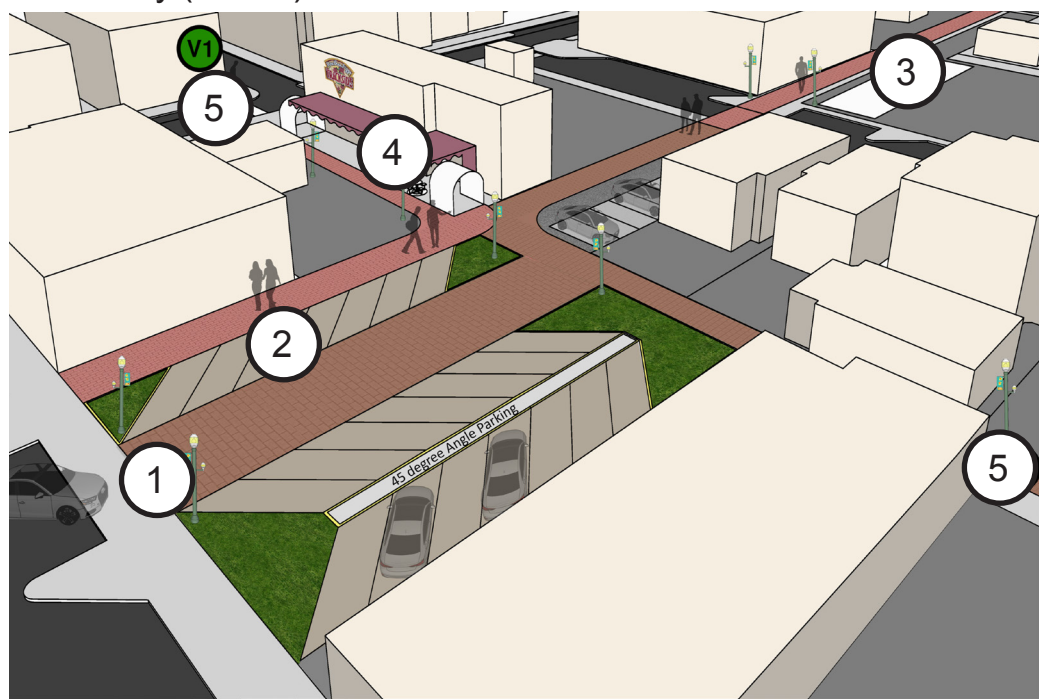
Activated Alleyways (south - east)

South Alley (view A)



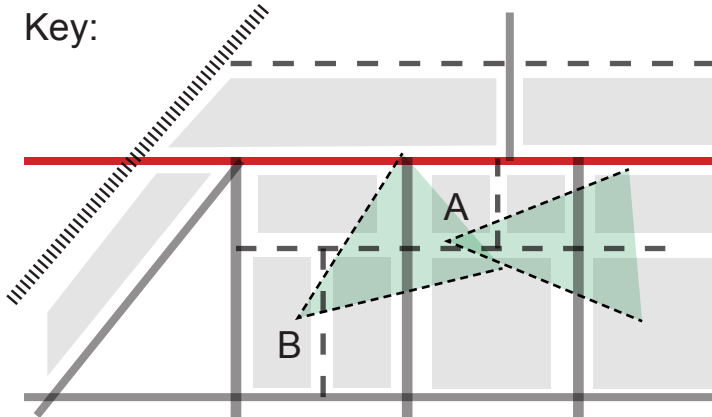
- ① 13' Textured Alley Pathway
- ② Small Seating Area
- ③ Proposed Public Space (Private)
- ④ Ryan House
- ⑤ Residential Homes

South Alley (view B)



- ① 26' Stamped Pathway Multi-Use
- ② 18' Angled Parking
- ③ Proposed Public Space (Private)
- ④ Trackside Pizza & Outdoor Seating
- ⑤ Perspective Views

Key:



Visiting the North and South Alleys, you would find the location accessible both by people and vehicles. It is a road that will allow vehicles to park and unload deliveries for the business'. Since the north alleys width is way smaller than the south one, the atmosphere will be a little more pedestrian friendly where a farmers market feeling is welcome. Provided there will be seating arrangements and other amenities to relax, stroll, and enjoy the experiences in them. The vision for the alley's was to create a network of paths through and around main street and neighboring streets. Except all alley's are different in order to benefit the area it's located in and nearby businesses, in the the south alley's that will run from heritage park through Ryan house and end on wood ave will be styled as a woonerf. The reason for the woonerf is to provide a shared street for both pedestrians and vehicles, the alley near heritage park has opportunities for events A Woonerf alley connection through the south side of Main street

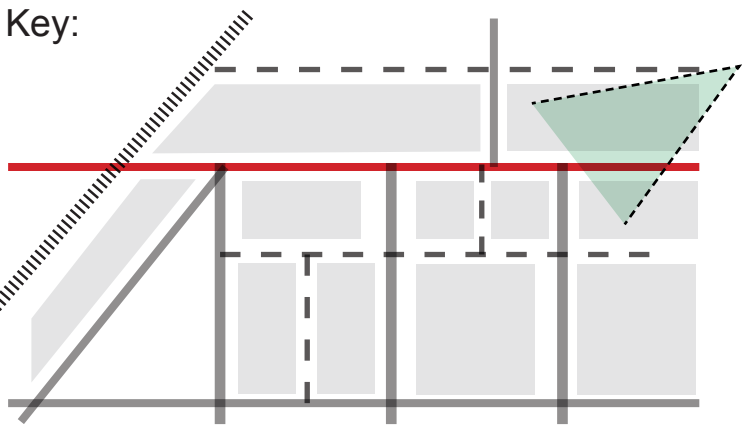
- ① 13ft Textured Pathway
- ② Seating area
- ③ Public space
- ④ Ryan House
- ⑤ Housing
- ⑥ Shared Waste Disposal

- Enhance activity near Ryan house and to connected neighborhoods
- The center alley provides a flow for pedestrian and parking space
- Material is stamp concrete
- Lighting, trees and seating will be along the pathway

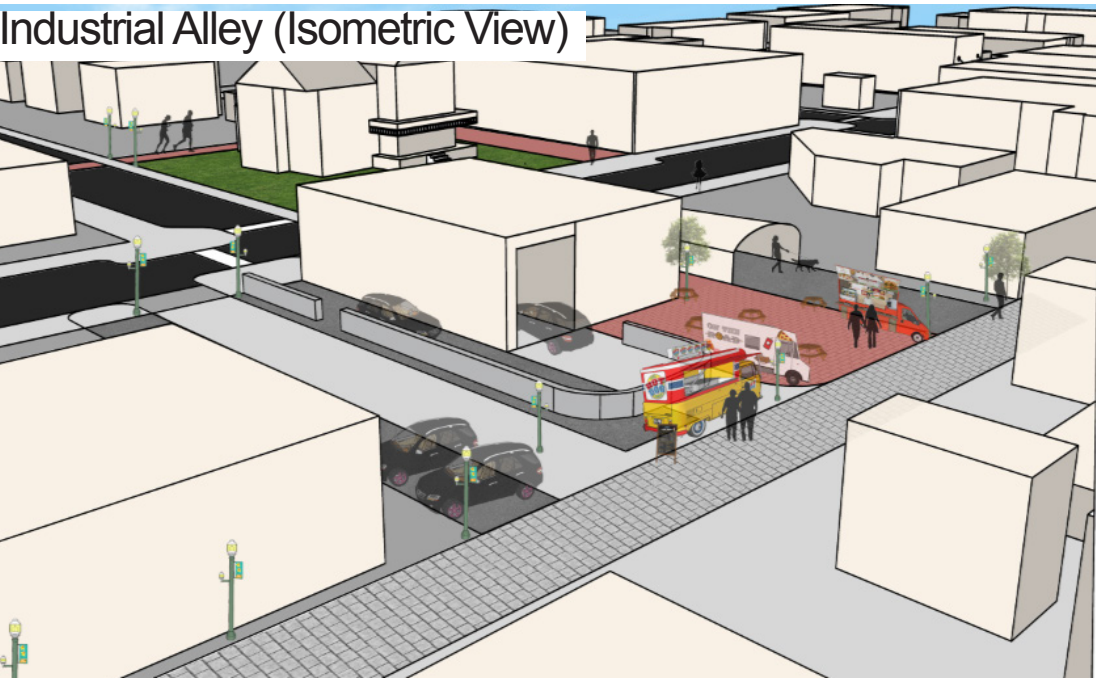
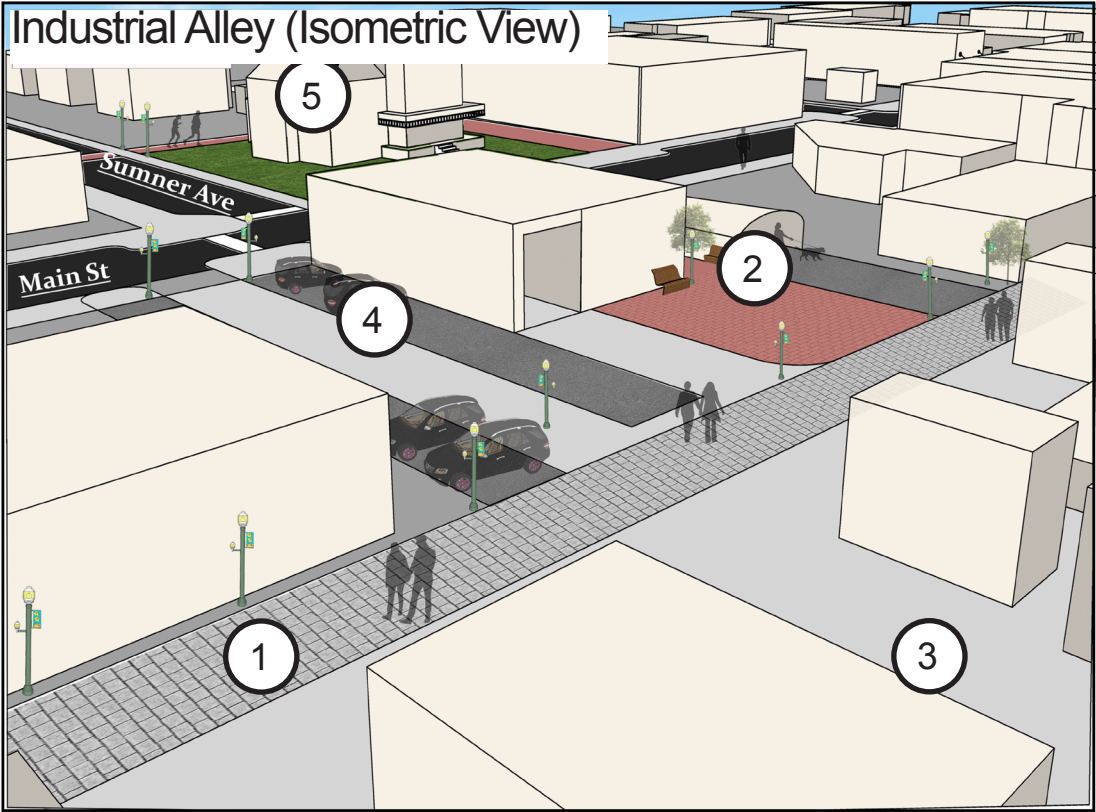
Activated Alleyways (north - east)

The north alley will have permeable material styled as stamp-concrete to imitate brick. The rhubarb alley will also be redesigned to provide restaurant seating and lights to create a Scenery and a touch of nightlife. The main goal for these alley's is to reshape the ideas of what alley's represent and to enhance pedestrian accessibility through any part of the city in a safe manner. We also propose that all alley's will use elements of green infrastructure with street trees and rain gardens to improve the permeability within these spaces along with street lighting along the entire path and potential art that enhances creativity and represent the city.

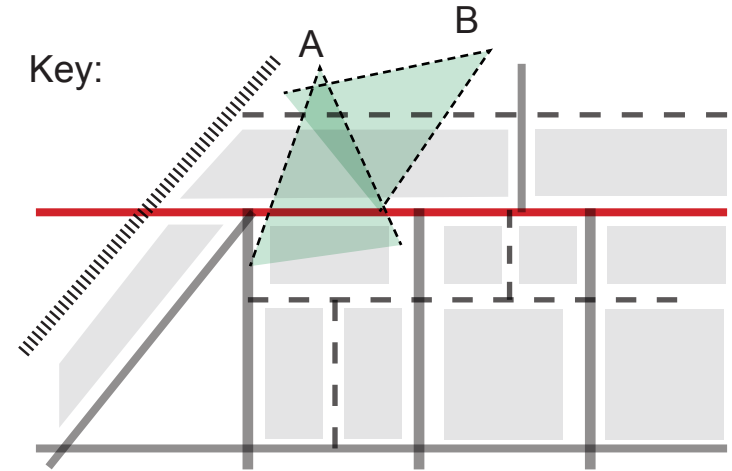
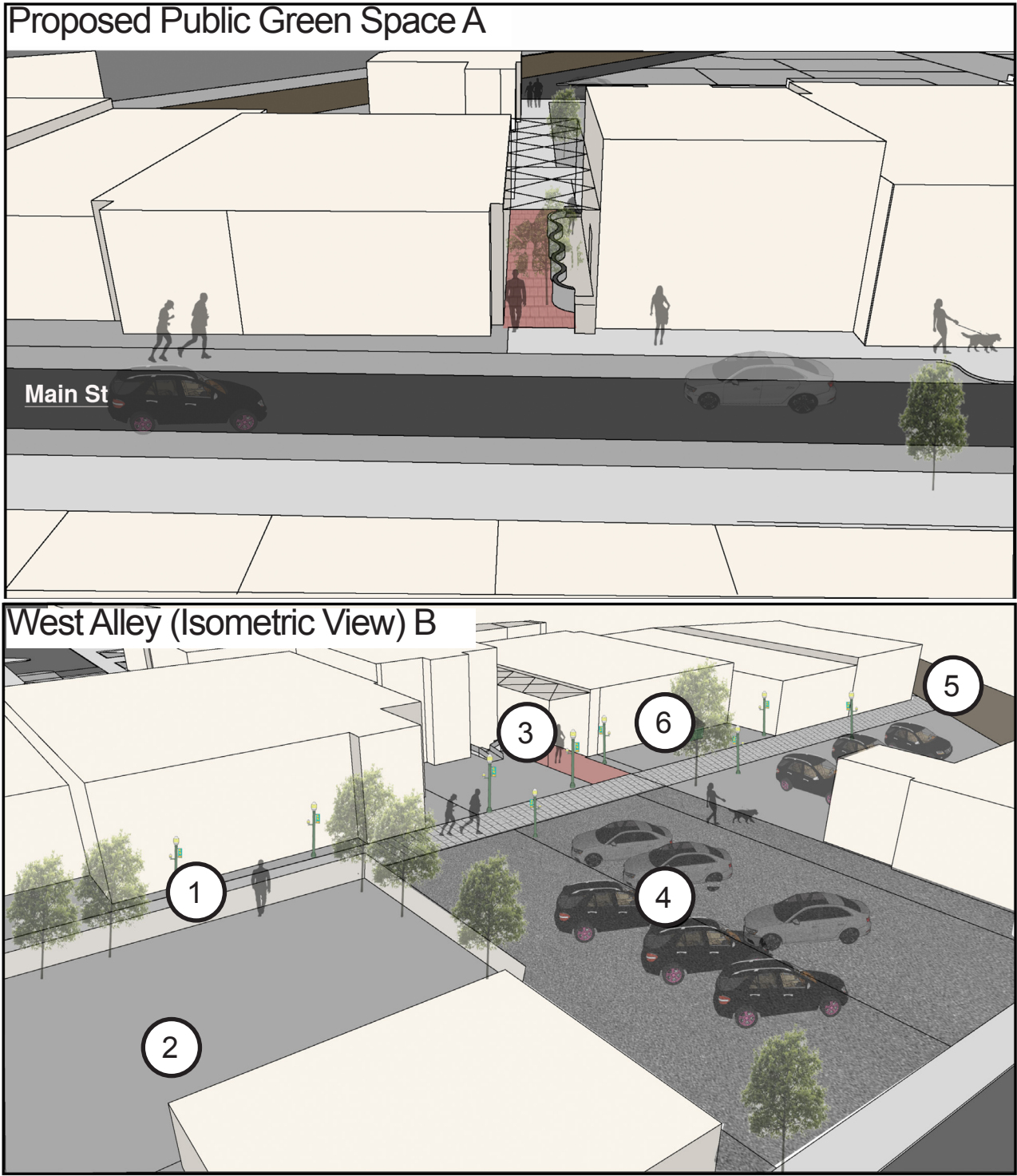
- Provides re-developed space within the alley expands pedestrian accessibility
- Encourage businesses to be open to the alley by providing seating
- Lighting along the pathway and within Rhubarb alley



- ① 16' Textured Alley Pathway Multi-use
- ② Proposed Public Space (Private)
- ③ Residential Homes
- ④ Parking Space
- ⑤ Ryan House



Activated Alleyways (north - west)



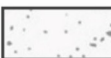
- 1 16' Textured Alley Pathway Multi-use
- 2 Proposed Public Green Space (Private)
- 3 Rhubarb Alley
- 4 Parking
- 5 Service Road/Tracks
- 6 Shared Waste Disposal

The alleyways to the north and south of Main Street are a potential opportunity to provide additional pedestrian connections to existing open spaces. The student's were directed to look at how to transform the existing alleys into areas that can provide a safe, calm, and comfortable refuge for pedestrians, provide increased pedestrian connectivity and additional public or private gathering spaces - at the same time maintaining the current business and utilitarian functions provided in these rights-of-way. Pedestrian activation of the alleys can transform traditional alleys into shared spaces that prioritize the use of the space for pedestrians and open space – often by claiming street space to create enhanced and active places for landscaping and seating. This is often at the detriment of the typical important utility and delivery activities. The repurposing of the existing alleys had to take into consideration the current uses and functions that these spaces provide to the businesses in Downtown Sumner. The alley to the north of Main Street provides parking and delivery access for many of the businesses that front on Main Street. This is also where most of the businesses have located their garbage and recycling receptacles. The alleys to the south of Main Street not only provide utility and delivery locations for the adjacent businesses, but also provide a significant amount of public parking. The proposed designs for repurposing the alleys included special paving, lighting, seating, opportunities for food-trucks and pop-up venues like farmers markets or other community events. The students have purposely introduced design elements to indicate that pedestrians have a priority across the full width of the alley right-of-way, while at the same time maintaining important utilitarian functions.

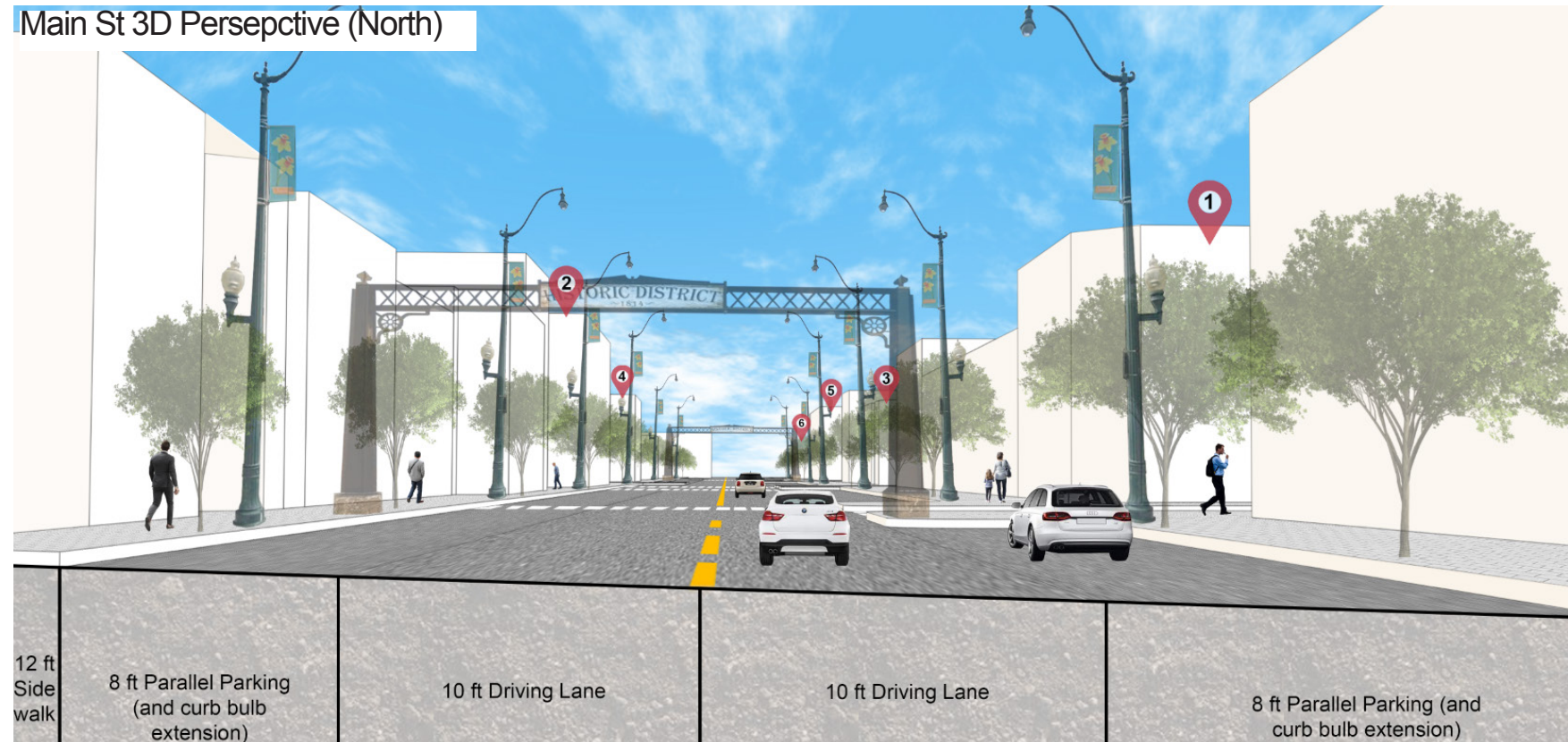
Site plan



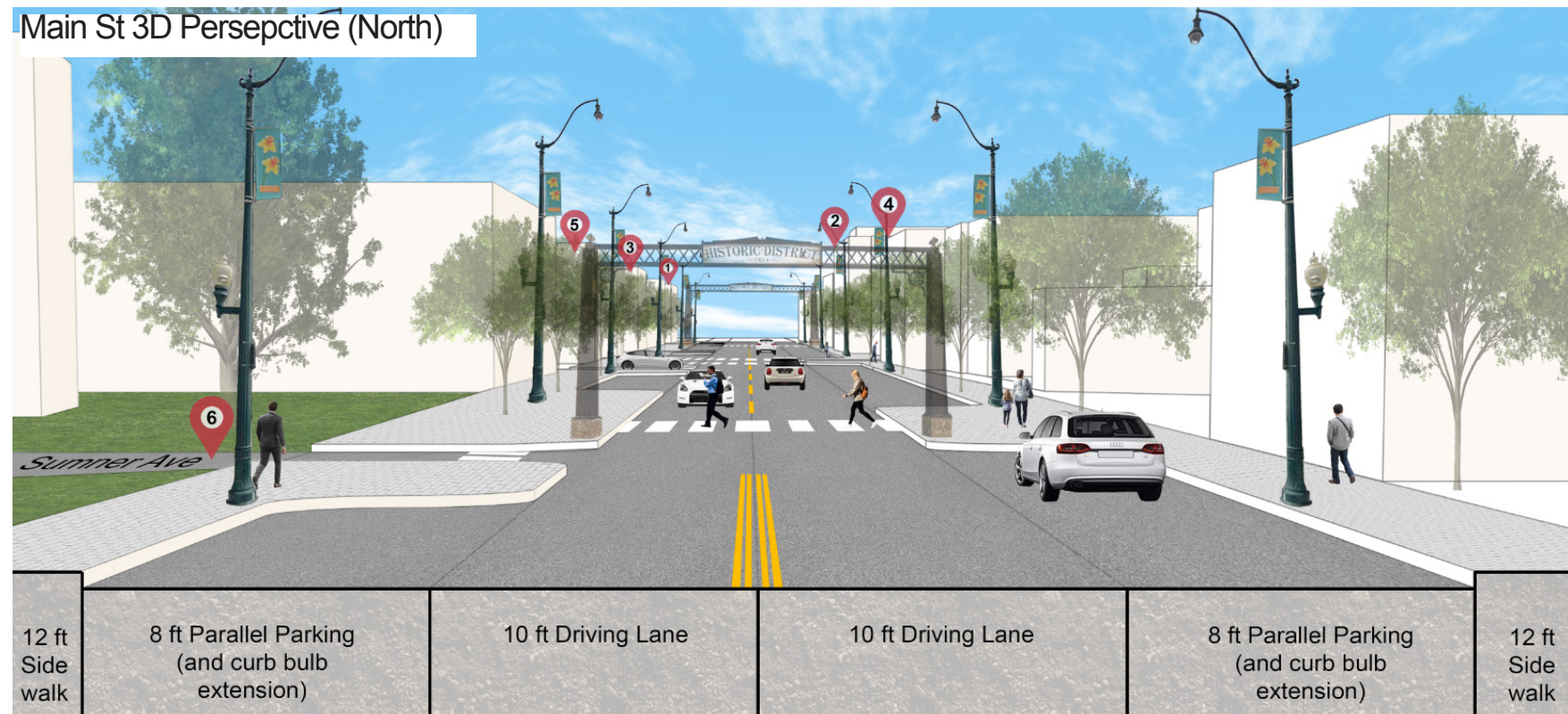
Legend

- | | |
|--|---|
|  Private property for Green Redevelopment |  Proposed Community Building |
|  Private Property for Public Open Space |  Woonerf |
|  Private Property |  Green Space |
|  Alleyways |  Parking |
|  Existing Buildings |  All-walk crosswalks |

Main St 3D Persepctive (North)



Main St 3D Persepctive (North)



Priority III. Main Street Corridor

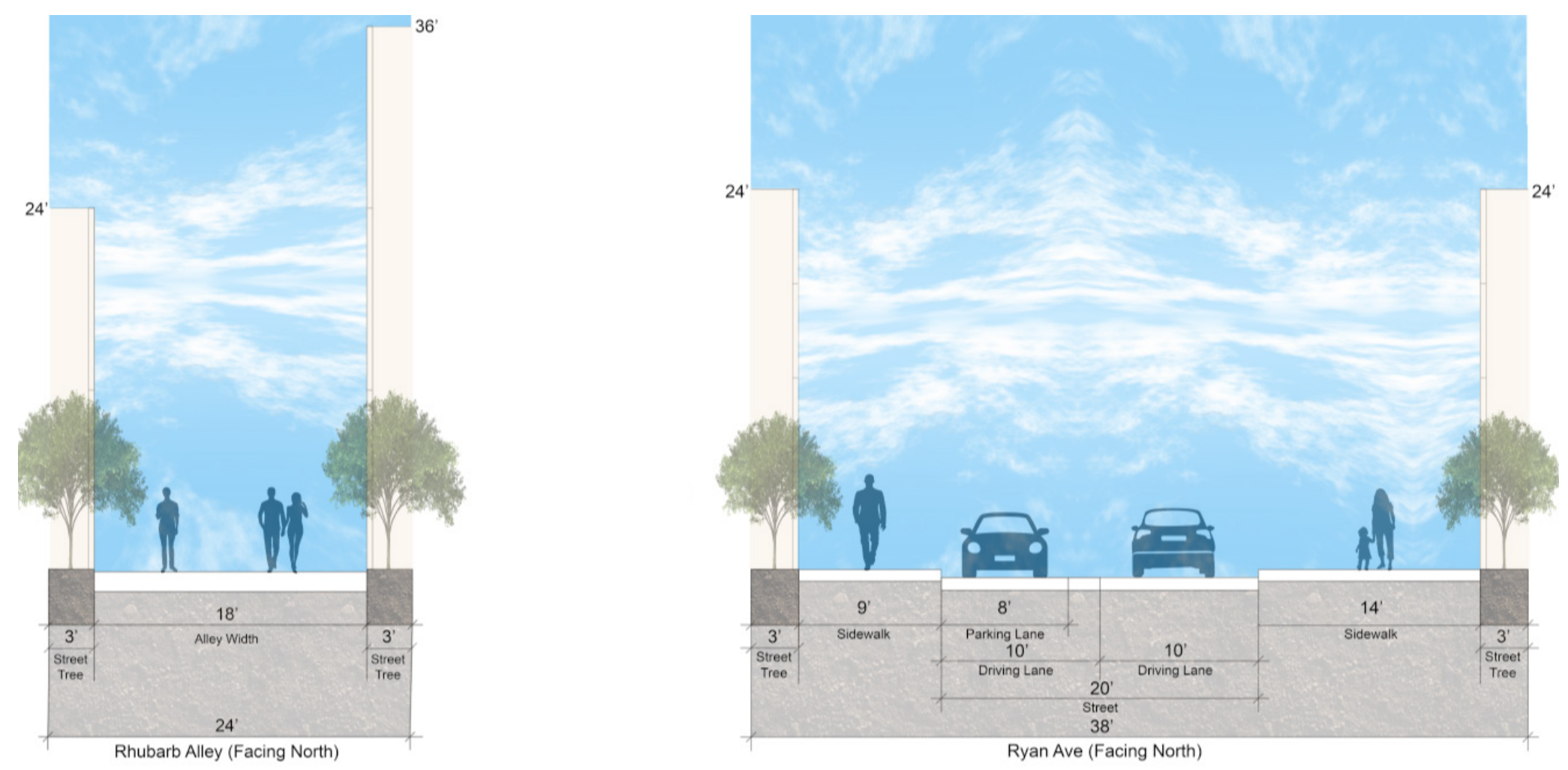
Our vision for Main Street is to enhance the quality of life in Main Street by increasing the adaptability of the space. Main Street serves as a primary connection to major destinations within the site boundaries, and we intend to provide a design that is engaging and brings the community together. On the Main Street itself, the space would use permeable surfaces that have a stamped-concrete pattern. The trees along Main Street would be changed from red to green in order to provide contrast from the red buildings. To maintain a sense of historic importance we propose placing gateways along both sides of Main Street.

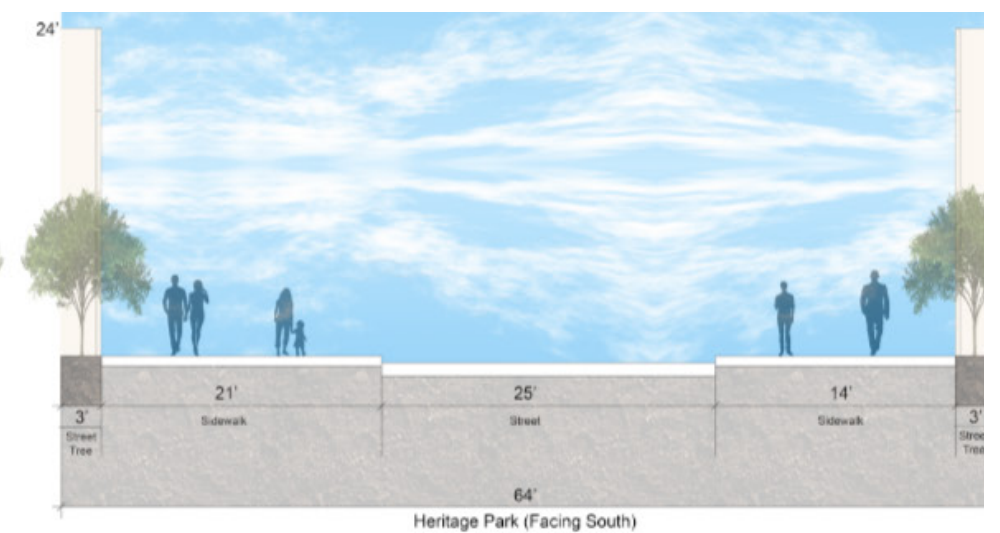
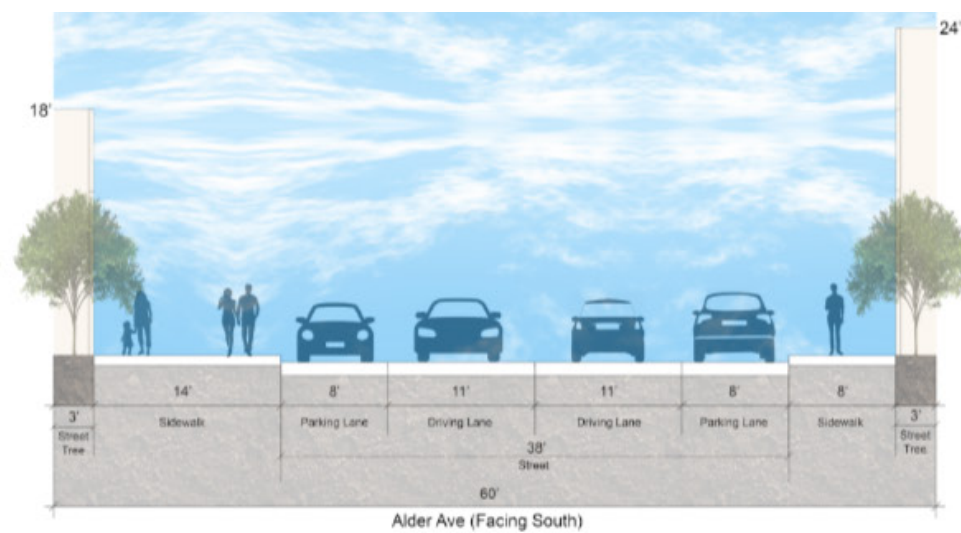
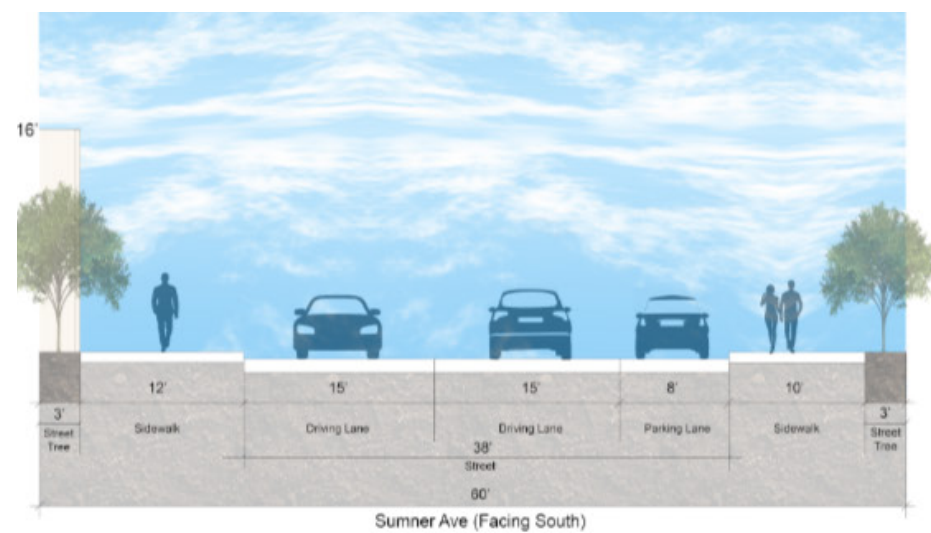
Curb bulbs are extended to improve pedestrian safety at intersections and crosswalks.

Vehicular circulation is designed to maintain the current density of traffic, while increasing the ability of Main Street to host events. We propose widened the sidewalks to create a safer walking experience for pedestrians, and to give business owners the opportunity to draw in new customers with enhanced store front attractions.

- Street space is 36 feet Including curb-bulbs
- Gray stamped concrete on sidewalks
- Green trees throughout Main Street
Incorporate on-street parking (8-foot spaces for parallel parking)
- Gateway on Main Street emphasizes historic significance

Street Section





DECEMBER 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4
		5:30PM Finance Committee (Virtual)	6:00PM Planning Commission (Virtual)		
6	7	8	9	10	11
6:00PM Regular Council Meeting (Virtual)	4:00PM Public Works Committee (Virtual) CANCELLED 6:00PM American Rescue Plan Act Committee (Virtual)	6:30PM Design Commission (Virtual)	4:30PM Forestry/Parks Commission (Virtual)		
13	14	15	16	17	18
CANCELLED 6:00PM Study Session (Virtual)		CANCELLED 5:00PM Public Safety (Virtual)			
20	21	22	23	24	25
CANCELLED 6:00PM Regular Council Meeting (Virtual)		5:00PM CD Committee (Virtual)		HOLIDAY – CITY HALL CLOSED	
27	28	29	30	31	
HOLIDAY – CITY HALL CLOSED	CANCELLED 6:00PM Study Session (Virtual)		CANCELLED 5:30PM Cultural Arts Commission (Virtual)	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

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Website: **www.sumnerwa.gov**