CITY OF SUMNER WASHINGTON

PUBLIC SAFETY COMMITTEE MEETING
January 19, 2022 5:30 PM via Zoom

Committee Members:
Barbara Bitetto
Curt Brown
(Alternate)
Pat Cole
Patrick Reed

Staff Contacts:
Jon Parkinson, Chief, EPFR
Brad Moericke, Chief, Sumner Police

Meeting URL:
https://sumnerwagov.zoom.us/j/87959926322
Meeting ID: 879 5992 6322
One tap mobile
+12532158782,,84317388410# US (Tacoma)
+13462487799,,84317388410# US (Houston)
Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
Meeting ID: 879 5992 6322
Find your local number: https://sumnerwa-gov.zoom.us/u/kcqB9OenCk

DRAFT

AGENDA

I. SELECTION OF COMMITTEE CHAIR

II. DEPARTMENT UPDATES – FIRE

III. DEPARTMENT UPDATES – POLICE

IV. ILA WITH EAST PIERCE FIRE & RESCUE FOR INVESTIGATIVE SERVICES

V. ILA WITH CITY OF BONNEY LAKE FOR THERAPEUTIC COURT GRANT

VI. ORDINANCE XXX PARKING CODE AMENDMENTS PROHIBITING PARKING WITHIN 10 FEET OF BIKE LANES

VII. DEPARMENT UPDATES

VIII. GOOD OF THE ORDER

IX. ADJOURN

DRAFT

PUBLIC SAFETY COMMITTEE MEETING
DATE: January 19, 2022
AGENDA BILL: 22-22

SUBJECT: Interlocal Agreement with EPFR for Investigation Services **CATEGORY:** Resolution

BUDGET IMPACT:
Expenditure Required: $9,125 / year Within Budget Allocation: Yes

ATTACHMENTS:
1. Interlocal for Investigations

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:
The City is part of the East Pierce Fire and Rescue District. Under RCW 43.44.050, the District has the authority and responsibility to investigate fires for cause and origin. If a fire is determined to be suspicious by law it must be referred to the responsible law enforcement agency. Our police department does not have the investigation training or tools to determine fire origin or cause related to criminal actions, but does have the ability to perform all other functions of an arson investigation. This agreement, if approved, would provide the expertise needed to properly investigate fires for both criminal and non-criminal causes, while preventing the need for ongoing fire investigation training to our police detectives.

The annual cost of the agreement is $9,125 which was included in the 2021-22 mid-biennial budget amendment.

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

STAFF RECOMMENDATIONS/MOTION:
do-pass

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SUMNER
AND EAST PIERCE FIRE AND RESCUE
INVESTIGATIONS OF CAUSE OR ORIGIN

THIS AGREEMENT is made and entered into by and between the City of Sumner, Washington, a Washington municipal corporation (hereinafter the "City"), and East Pierce Fire and Rescue, a Washington municipal corporation (hereinafter the "District"), who shall hereinafter be collectively referred to as the "Parties," for purposes of setting forth the terms and conditions for the provision of fire cause-and-origin investigation services

WITNESSETH:

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW;

WHEREAS, the Parties have the authority to contract for the provision of fire cause-and-origin investigation services ("Services"), pursuant to chapter 39.34 RCW and RCW 52.12.031(4);

WHEREAS, the District has the authority to perform the Services pursuant to this contract, RCW 43.44.050 and the International Fire Code;

WHEREAS, the Parties acknowledge that neither state law nor local code confer code enforcement authority upon the District for violations discovered during the District's Services (see RCW 52.12.031(7));

WHEREAS, the City desires to contract with the District for the provision of Services within the City;

WHEREAS, the District desires to provide such Services for the consideration described herein; and

WHEREAS, the partnership between the Parties for Services creates benefits for the community and the Parties.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to describe the terms and conditions under which the Parties will cooperate in the provision of the Services referenced herein within the City.

Section 2. Services to be provided by District. In consideration for the payments specified herein, the District agrees upon request by the City to render the following Services:

Complete investigation of the origin, cause, circumstances, and extent of loss of any and all fires occurring within the City, including final report as necessary and appropriate.

If the District determines during investigation that a fire may have been the result of arson, then the District shall promptly refer the matter to the applicable law enforcement agency. The District agrees to assist with arson investigations including determining origin and cause. The appropriate law enforcement agency is responsible for the criminal investigation including but not limited to collection and storage of evidence, investigative interviews of witnesses and suspects and any other investigative function to assist in the prosecution.

Section 3. Reporting and Public Records Requests. All investigation data, including name of investigator(s), identification of all properties investigated will be reported in the District's database. The District will provide investigation program information to the City upon request. If the City receives a public records request pursuant to Ch. 42.56 RCW for City records in the possession of the District, the District shall cooperate with the City's response and promptly provide responsive records to the City for production.

Section 4. Financial Consideration(s). For the Services provided through this Agreement and specified in Section 2 and Exhibit A, the City shall remit $9,125.00 in one lump sum by June 30 of the contract year.

Section 5. Term.

A. This Agreement shall commence upon execution of the last-dated signature below.

B. **Expiration.** This Agreement shall auto-renew each year on January 1st.

C. **Termination**. The Parties may terminate this Agreement at any time and for any reason, by providing the other party three (3) months' prior written notice.

Section 6. Relationship of Parties. In contracting for the services described in this Agreement, the Parties are deemed for all purposes to be acting within their governmental capacities. No agent, employee, representative, officer or official of the District shall be or shall be deemed to be the employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Amendment. This covenant is mutually agreed to and applicable to the City in the same manner as applied the District. No property shall be exchanged between the Parties pursuant to this Agreement.

Section 7. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, shall not, by reason of race, religion, color, sex, marital status, sexual orientation, national origin or the presence of any sensory, mental or physical disability, discriminate against any person

who is qualified and available to perform the work to which the employment relates. This covenant is mutually agreed to and applicable to the City in the same manner as applied to the District.

Section 8. Indemnification.

The District shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

Neither party shall be deemed to be the agent of the other during the performance of this Agreement, and each party hereto shall remain solely liable for its own negligence, errors and omissions.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the District's employees made directly against the District. The City's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the City's employees made directly against the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 9. Insurance.

A. The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision the Services, including the work of the District's employees, agents, officials and officers.

B. Before beginning work under this Agreement, the District shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Property Damages insurance no less than $1,000,000 per occurrence with a $3,000,000 aggregate.

2. Commercial General Liability insurance no less than $1,000,000 per occurrence with a $3,000,000 aggregate.

3. Errors and Omissions insurance no less than $1,000,000 per occurrence with a $3,000,000 aggregate.

C. The District is responsible for the payment of any deductible or self-insured retention that is required by any of their respective insurance policies.

Each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the state of Washington with protection equal to or greater than that specified herein.

Section 10. Recitals. The Parties understand that the Recitals set forth in this Agreement are for convenience only.

Section 11. Disputes, Venue, and Attorney's Fees. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. In any action brought to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred by the prevailing party.

Section 12. Nonwaiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements; and the same shall be and remain in full force and effect.

Section 13. Entire Agreement. This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence, and communication between the parties with respect to the subject matter contained herein. No amendment, alteration, change or modification to this Agreement will be effective unless it is in writing and properly signed by the parties hereto. The signatories hereto covenant that they have been delegated by the governing bodies of their respective agencies to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the last date indicated below:

THE CITY:	EAST PIERCE FIRE AND RESCUE:
_____	_____
(Printed Name), Mayor	Jon Parkinson, Fire Chief
Dated:	Dated:
ATTEST:	ATTEST:
_____	_____
City Clerk	District Secretary

APPROVED AS TO FORM:

_____
City Attorney

_____
District Attorney

RESOLUTION NO. 1608

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE BONNEY LAKE MUNICIPAL COURT FOR THE PROVISION OF COMMUNITY COURT SERVICES.

WHEREAS, the City of Sumner and the City of Bonney Lake seek to enter into an intergovernmental agreement enabling the City of Sumner to receive services for the newly established Community Court; and

WHEREAS, by interlocal agreement, the City of Bonney Lake provides municipal court services to Sumner; and

WHEREAS, the Bonney Lake Municipal Court and the Sumner Municipal Court were awarded a grant from the Washington State Administrative Office of the Courts for a Community Based Therapeutic Court in the amount of $395,293 authorized by Senate Bill 5476; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Sumner to enter into said intergovernmental agreement and offer community court services, with the assistance of the City of Bonney Lake, to criminal defendants who qualify for such an alternative program; and

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

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

Section 1. **Authorization.** That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the City of Bonney Lake, attached as Exhibit A, for the purpose of operating a community court, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner 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.

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

ADOPTED AND APPROVED this 7th day of February, 2022.

Attest: _____
Kathy Hayden, Mayor

_____
Michelle Converse, City Clerk

Approved as to form:

_____
Andrea Marquez, City Attorney

EXHIBIT A

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF BONNEY LAKE, WASHINGTON RELATED TO THE ESTABLISHMENT AND OPERATIONS OF A COMMUNITY COURT; AUTHORIZING THE CITY OF BONNEY LAKE TO EXECUTE AN AGREEMENT BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS AND BONNEY LAKE FOR THE ACCEPTANCE OF GRANT FUNDING TO BE UTILIZED FOR BOTH SUMNER AND BONNEY LAKE COMMUNITY COURTS; AND OUTLINING THE TERMS AND CONDITIONS UPON WHICH THE CITY OF BONNEY LAKE WILL PROVIDE COMMUNITY COURT SERVICES TO THE CITY OF SUMNER.

WHEREAS, the City of Sumner ("Sumner"), and the City of Bonney Lake ("Bonney Lake") are Washington State Municipal Corporations (collectively the "Parties"); and

WHEREAS, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

WHEREAS, in 2021, the Bonney Lake Municipal Court and the Sumner Municipal Court were jointly awarded a grant from the Washington State Administrative Office of the Courts (AOC) for a Community Based Therapeutic Court (the "Community Court") in the amount of $395,293 authorized by Senate Bill 5476; and

WHEREAS, Bonney Lake has historically, by separate agreement, provided Sumner with municipal court services, and hereby agrees to expand those services to include community court under the terms and conditions of this agreement; and

WHEREAS, the Bonney Lake Municipal Court is the entity required by AOC to administer and process the grant funding on behalf of both Bonney Lake and Sumner; and

WHEREAS, on that basis, Bonney Lake will execute Grant Agreement – GRT22430 (the "AOC Grant Agreement") with AOC binding the Parties to the terms and conditions of that agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Sumner and Bonney Lake do hereby agree as follows:

1. **General.**

   1.1 Purpose. The purpose of this Agreement is to supplement the Interlocal Agreement between the Parties for the provision of municipal court services and the AOC Grant Agreement, which are attached hereto as Exhibits A and B respectively and incorporated as if fully set forth, and further proscribe the terms and conditions upon which the Parties shall be obligated with regard to the implementation and execution of the Community Court and grant funds.

1.2 Administration. The Bonney Lake Court Administrator shall be the "Contractor" and hold the duties of "Contractor" as outlined in the AOC Grant Agreement. The Bonney Lake Court Administrator shall be responsible for the administration of this Agreement and provide all required documentation of the Community Court to AOC.

1.3 AOC Contact. Either party shall have the ability to contact AOC in writing for purposes of obtaining publicity consent as required by Section 18 of the AOC Grant Agreement.

2. Obligations of the Parties.

2.1 Community Court Services. As set forth in this Agreement, Bonney Lake shall provide Community Court services to Sumner participants on the same basis as is provided to Bonney Lake Community Court participants.

2.2 Court Staff.

A. Sumner shall provide its judge, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner Community Court cases. Bonney Lake shall provide all other court staff and services, including but not limited to: a case manager to process Sumner participants; court clerks and a court administrator to process and administer all Sumner Community Court cases; and transportation and resource referrals to Sumner participants.

B. Bonney Lake will continue to provide Sumner with one dedicated court clerk whose primary duty is to process Sumner cases, which will provide a single point of contact for Sumner staff and help create efficiencies and consistency for both jurisdictions, but shall also provide for backup when necessary. Bonney Lake shall ensure that Bonney Lake shall ensure that Sumner Community Court cases are processed in the same manner as Bonney Lake cases.

2.3 Monthly Performance and Remittance Reports. The Bonney Lake Court Administrator shall provide to Sumner copies of all deliverables, reporting, billing, and all written permission requests sent to AOC as required by the AOC Grant Agreement, within 24 hours of said remittance to AOC.

3. **Compensation and Payment**.

3.1 **Cost Categories**. Bonney Lake agrees to review quarterly if any compensation and payment categories outlined in the AOC Grant Agreement need to be adjusted.

3.2 **Prosecution and Defense**. If the prosecution or defense duties and accompanying costs under this Agreement are expanded or increased by either party, Bonney Lake agrees to make authorized adjustments to the compensation and payment categories outlined in the AOC Grant Agreement for those services, and the Parties agree to negotiate a reasonable

increase in grant compensation to cover the costs for the change. If the Parties cannot agree to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 8 (Dispute Resolution) of this Agreement.

3.3 **Periodic Adjustments**. Bonney Lake agrees to engage in no less than quarterly reviews of the functionality of the Community Court and will discuss any relevant topics or needs for adjustments in administration or costs. All stakeholders from both Parties shall be invited to these quarterly meetings.

4. **Duration**. The initial term of this agreement shall commence on February 14, 2022, and shall expire on June 30, 2023unless terminated earlier pursuant to Section 8 of this Agreement. Should the Parties receive additional grant funding to support the Community Court beyond June, 2023, the Parties may renew this Agreement for additional terms upon mutually agreeable terms and conditions.

5. **Termination**. Either party shall have the right to terminate this Agreement with or without cause at any time during the term of this Agreement, including the initial term, by providing written notice of intention to terminate at least one (1) year prior to expiration of this Agreement or any renewal thereof. If the agreement is terminated by either party, Bonney Lake agrees to work cooperatively with Sumner to ensure the orderly transition of cases from Bonney Lake Municipal Court to the new venue. Additionally the Parties must abide by the termination terms and conditions in section 10 of the AOC Grant Agreement.

6. **Recording**. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Auditor’s office upon full execution, or, in lieu of recording, published electronically on the website of either party.

7. **Indemnity**. Each party shall defend, indemnify and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each party's officers, officials, employees or volunteers. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees or agents. Each party shall defend, indemnify and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinances, rules or regulations, policies or procedures of each respective party. If any cause, claim, suit, action or administrative proceedings is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy or procedure of a party hereto, that party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or

termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

8. **Dispute Resolution**. It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the designated representatives of each city and if unsuccessful, then the Parties agree to submit the dispute to non-binding mediation/dispute resolution. All fees and expenses for mediation 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, including appeal fees and costs.

9. **Employment**. No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Sumner as a result of this Agreement. No employee or agent of Sumner shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the Parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other party.

10. **Notice**. Any notice as required by agreement shall be made to the contact person listed below:

City of Bonney Lake	City of Sumner	AOC Project Manager
Katheryn Seymour Bonney Lake Court Administrator 9002 Main St. E. Ste 100 Bonney Lake, WA 98391 seymourk@cobl.us 253-447-4303	Noel Clark Sumner Legal Services Coordinator 1104 Maple St. Sumner, WA 98390 noelc@sumnerwa.gov 252-299-5610	Stephanie Oyler P.O. Box 41170 Olympia, WA 98504 stephanie.oyler@courts.wa.gov 360-890-0901

11. **Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.

12. **Non-Assignability**. The rights, duties, and obligations of either party to this Agreement shall not be assignable. This provision does not apply to collection services.

13. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

14. **Entire Agreement**. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement, the AOC Grant Agreement, and the

Interlocal Agreement between the Parties related to Municipal Court services. No amendments to this Agreement shall be binding upon the Parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the Parties, and such prior statements shall not alter this Agreement.

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Dated this _____ day of _____, 2022.

BONNEY LAKE

Attest/Authenticated:

City of Bonney Lake

_____
Sadie Schaneman
City Clerk

_____
Michael McCullough, Mayor

Approved as to Form:

_____
Kathleen Haggard, City Attorney

SUMNER

Attest/Authenticated:

City of Sumner

_____
Michelle Converse, City Clerk

_____
Kathy Hayden, Mayor

Approved as to Form:

_____
Andrea Marquez, City Attorney

ORDINANCE NO. 2808
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE RELATED TO PARKING IN FRONT OF MAILBOXES AND/OR IN MARKED BIKE LANES, WHICH AMENDS SECTION 10.36.112 AND 10.36.005 OF THE SUMNER MUNICIPAL CODE.

WHEREAS, the City wishes to protect the health, welfare and safety of postal workers and bicyclists using designated bicycle lanes and encourage their ease of use; and

WHEREAS, the City finds that the parking of vehicles blocking required access to mailbox(s) dangerously places postal workers into automotive traffic and obstructs mail operations; and

WHEREAS, the City finds that the parking of vehicles upon marked bicycle lanes dangerously diverts bicyclists into automotive traffic and discourages the use of bicycle lanes; and

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

Section 1. That Sumner Municipal Code section 10.36.112(A) "Unlawful acts designated – Exceptions"", is hereby amended to read as follows:

10.36.112 Unlawful acts designated – Exceptions.

Except when necessary to avoid conflict with other traffic, or in compliance with law or the direction of a police officer or official traffic control device, no person shall:

A. Stop, stand or park any automobile, truck or other vehicle:

1. On the roadway side of any automobile, truck or other vehicle stopped or parked at the edge or curb of a street,

2. On a sidewalk or street planting strip,

3. Within an intersection,

4. On or within 20 feet of a marked or unmarked crosswalk,

5. Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone,

6. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic,

7. Upon any bridge or other elevated structure upon a highway or within a highway tunnel,

8. On any railroad tracks,

9. In the area between roadways of a divided highway including crossovers,

10. At any place where official signs prohibit stopping, standing, or parking, or

11. Outside the designated or marked parking stall lines and in no event shall the vehicle or portion of vehicle occupy more than one parking stall;

12. Within ten feet of a clearly visible mailbox which is located directly adjacent to a curbside or on a public right-of-way, between the hours of eight a.m. and five p.m., except on Sundays and holidays.

13. Upon any marked bicycle lane.

B. Stand, stop or park any automobile, truck or other vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

1. In front of a public or private driveway or within five feet of the end of the curb opening leading thereto,

2. Within 15 feet of a fire hydrant,

3. On or within 20 feet of a marked or unmarked crosswalk,

4. Within 30 feet upon the approach to any flashing signal, stop sign, yield sign or traffic control signal located at the side of a roadway,

5. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when properly signposted,

6. Bus loading zones as identified by the Pierce Transit identifier signs,

7. At any place where official signs prohibit standing, stopping or parking,

8. Outside the designated or marked parking stall lines and in no event shall the vehicle or portion of vehicle occupy more than one parking stall, or

9. Within any space marked as a fire lane;

C. Park any automobile, truck or other vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading property or passengers:

1. Within 50 feet of the nearest rail of a railroad crossing, or

2. At any place where official signs prohibit parking;

D. No person shall move any automobile, truck or other vehicle not lawfully under his or her control into any prohibited area or away from a curb such a distance as is prohibited;

E. No person shall reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking of any automobile, truck or other vehicle to the exclusion of any other like person, nor shall any person be granted such right. (Ord. 2604 § 7, 2017: Ord. 2379 § 1 (part), 2011: Ord. 1448 § 12, 1989)

Section 2. That Sumner Municipal Code section 10.36.005 "Definitions" is hereby amended to read as follows:

10.36.112 Definitions

For purposes of this chapter, the following terms shall be defined as follows, unless a different meaning is expressly provided:

A – M [UNCHANGED]

N. "Mailbox" in addition to its common meaning, means any authorized depository or receptacle of mail for the United States postal service or authorized depository for a commercial carrier that provides services to the general public, including any address to which mail is or can be addressed, or a place where the United States postal service or equivalent commercial carrier delivers mail to its addressee.

O. "Bicycle lane" means any paths or parts of roadways set aside for the designated use of bicycles.

~~Section 2.~~Section 3. **Severability – Construction.** If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, the provisions of this ordinance shall control.

~~Section 3.~~Section 4. **Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make the 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 4.~~Section 5. **Effective Date.** This ordinance shall be in full force and effect 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 7th day of February, 2022.

Mayor Kathy Hayden

ATTEST:

City Clerk Michelle Converse

APPROVED AS TO FORM:

City Attorney Andrea Marquez

First Reading: Click here to enter a date. ***(Postponed)***
Date Adopted: Click here to enter a date.
Date of Publication: Click here to enter a date.
Effective Date: Click here to enter a date.