



## CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

February 3, 2025 6:00 PM

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below:

<https://sumnerwa-gov.zoom.us/j/85250724550>

Phone one-tap: +1 253 205 0468, 852 507 24550#; +1 253 215 8782, 852 507 24550# US (Tacoma)

Join via audio: +1 253 205 0468, +1 253 215 8782 US (Tacoma)

Webinar ID: 852 5072 4550

### CALL TO ORDER

Pledge of Allegiance

Invocation

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

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

### CONSENT AGENDA

1. Resolution No. 1710 - Interlocal Agreement Renewal with Sunnyside for Jail Services
2. Approval of the minutes for the January 21, 2025 regular council meeting and the January 27, 2025 study session.

### PUBLIC HEARING

1. Resolution No. 1713 - 2026-2031 Six-Year Transportation Improvement Program Annual Update

### REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**  
Members of the community who wish to give public comment are strongly encouraged to 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](mailto:Michellec@sumnerwa.gov) no later than 4:00pm on the day of the meeting. Any written comments received will be provided to the City Council and attached to the meeting minutes. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**
  - a. Ordinance No. 2917 - Endangerment with a Controlled Substance
  - b. Resolution No. 1712 - Murrey's Disposal 2025 Rate Increase
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:** Resolution No. 1710 - Interlocal Agreement Renewal with Sunnyside for Jail Services

**CATEGORY:** Consent

---

**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: Yes

---

**ATTACHMENTS:**

1. Resolution No. 1710 - Interlocal Agreement Renewal with Sunnyside for Jail Services

**STAFF CONTACT:** Brad Moericke, Police Chief

---

**SUMMARY BACKGROUND:**

The City of Sumner has had an agreement for the housing of inmates with the City of Sunnyside (WA) since April 2023. The City of Sunnyside has requested we enter into a new agreement to reflect the increased cost of housing inmates. The former daily rate was \$60.00 whereas the new daily rate will be \$68.99. All other terms and conditions in the ILA remain the same. This rate is the most cost effective rate for housing long-term inmates already sentenced by the court.

---

|                                                              |
|--------------------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Public Safety</p> |
|--------------------------------------------------------------|

|                                                     |
|-----------------------------------------------------|
| <p><b>MEETING/STUDY SESSION DATE:</b> 1/15/2025</p> |
|-----------------------------------------------------|

|                                                 |
|-------------------------------------------------|
| <p><b>COMMITTEE RECOMMENDATION:</b> Do Pass</p> |
|-------------------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

Approve Resolution No. 1710, allowing the Mayor to enter into the agreement for jail service.

**RESOLUTION NO. 1710  
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 INMATE HOUSING WITH THE CITY OF SUNNYSIDE WASHINGTON.**

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

**WHEREAS**, the City of Sunnyside Washington owns and operates a 97-bed municipal jail in the City of Sunnyside, Washington and has provide this service to Sumner since 2023; and

**WHEREAS**, both the City of Sumner and the City of Sunnyside desire to enter into a new jail services agreement for the housing of Sumner 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 January 15, 2025.

**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 For Inmate Housing with the City of Sunnyside 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 3rd day of February 2025.

**ATTEST:**

\_\_\_\_\_  
Michelle Converse, CMC, City Clerk

\_\_\_\_\_  
Mayor Kathy Hayden

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney Andrea Marquez

**WHEN RECORDED RETURN TO:**

City of Sunnyside, Washington  
818 East Edison  
Sunnyside, WA 98944

---

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON  
AND THE CITY OF SUMNER, WASHINGTON, FOR THE HOUSING OF INMATES**

**THIS INTERLOCAL AGREEMENT** is made and entered into on this 1<sup>st</sup> day of January, 2025, by and between THE CITY OF SUMNER, Washington, hereinafter referred to as "SUMNER", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

**WITNESSETH:**

**WHEREAS**, Sunnyside and SUMNER are authorized by law to have charge and custody of the Sunnyside City Jail and SUMNER prisoners or inmates, respectively; and

**WHEREAS**, SUMNER wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

**WHEREAS**, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

**WHEREAS**, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

**WHEREAS**, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as 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 consideration, the parties hereto agree as follows:

1. **GOVERNING LAW**. The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION. This Agreement shall enter into full force and effect from the date of execution and end December 31, 2025, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods of 12 months under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require SUMNER to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, Sumner agrees to remove its inmate(s) from Sunnyside.

(b) By SUMNER due to lack of funding. The obligation of SUMNER to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by SUMNER. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then SUMNER shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to SUMNER.

(c) Termination for Breach. In the event SUMNER breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within *seven* (7) days of Sunnyside giving SUMNER written notice thereof, or, if not reasonably capable of being cured within such *seven* (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate SUMNER's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, SUMNER shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until SUMNER retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

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

To Sunnyside: City of Sunnyside  
818 E. Edison Avenue  
Sunnyside, WA 98944

Primary Contact Person: Andrew Gutierrez, Corrections Sergeant  
509-836-6200, [agutierrez@sunnyside-wa.gov](mailto:agutierrez@sunnyside-wa.gov)

Secondary Contact: Robert Layman, Chief of Police  
509-836-6200, [rlayman@sunnyside-wa.gov](mailto:rlayman@sunnyside-wa.gov)

To SUMNER: City of SUMNER  
1104 Maple St., Sumner, WA  
[BradM@sumnerwa.gov](mailto:BradM@sumnerwa.gov)

Primary Contact Person: *Brad Moericke, Chief*  
253.299.5641, [bradm@sumnerwa.gov](mailto:bradm@sumnerwa.gov)

Secondary Contact: Bree Cowdrey, Professional Standards  
253.299.5640, [breec@sumnerwa.gov](mailto:breec@sumnerwa.gov)  
Communications: 253.299.5640

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(i) **"Minimum"** classification shall apply to those inmates who present a low risk to staff and the community.

(ii) **"Medium"** classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) **"Maximum"** classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house SUMNER inmates for compensation per inmate at the rate of \$68.99 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of SUMNER inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to SUMNER, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against SUMNER.

(b) Billing and Payment. Sunnyside agrees to provide SUMNER with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10<sup>th</sup> of each month. SUMNER agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. SUMNER shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of SUMNER are confined in order to determine if such jail maintains standards of confinement acceptable to SUMNER and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from SUMNER and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to



SUMNER for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either SUMNER or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. SUMNER may transfer to Sunnyside only agreed amounts of personal property of SUMNER inmates recovered from or surrendered by inmates to SUMNER upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or SUMNER.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside 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 the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual 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 the City of Sunnyside, or any of its agents, to provide service, 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. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to SUMNER inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed SUMNER inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, SUMNER shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to SUMNER inmates. SUMNER shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for SUMNER's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to SUMNER as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, SUMNER agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, SUMNER will be notified by contacting the duty supervisor at SUMNER prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to SUMNER inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to SUMNER by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill SUMNER directly. SUMNER will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of SUMNER. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) SUMNER shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, SUMNER shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of SUMNER legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from THE SUMNER or by order of any court having jurisdiction. SUMNER hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove SUMNER inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform SUMNER of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any SUMNER inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to SUMNER. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a SUMNER inmate, the Yakima County Coroner shall be notified. SUMNER shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify SUMNER of the death of a SUMNER inmate, furnish information as requested and follow the instructions of SUMNER regarding the disposition of the body. SUMNER hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of SUMNER. Written notice shall be provided within three weekdays of receipt by SUMNER of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by SUMNER. With SUMNER's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses 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 liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) SUMNER shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKING OF INMATES. Upon request from Sunnyside, SUMNER shall, at its expense, retake any SUMNER inmate within *thirty-six* (36) 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 at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE - HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend THE SUMNER, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of SUMNER, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of SUMNER, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both SUMNER and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 SUMNER - HOLD HARMLESS AND INDEMNIFICATION. SUMNER agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of SUMNER, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) SUMNER's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both SUMNER and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

## 20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from SUMNER when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from SUMNER who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical

problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) SUMNER prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to SUMNER's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, 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 of career service or civil service rights, which may accrue to an employee of SUMNER under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de nova, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

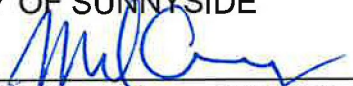
25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between SUMNER and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

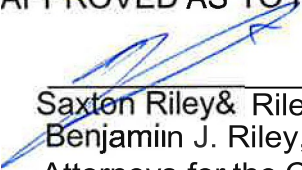
**IN WITNESS WHEREOF**, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

By:   
Mike Gonzalez, City Manager

ATTEST:   
Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:

  
Saxton Riley & Riley, PLLC  
Benjamin J. Riley,  
Attorneys for the City of Sunnyside

THE CITY OF SUMNER

By: \_\_\_\_\_  
*Name of Endorser*

ATTEST: \_\_\_\_\_  
*Name, City Clerk*

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the City of SUMNER

CITY CONTRACT NO: A-2025-0  
RESOLUTION NO: 2024  
COUNCIL MTG: 1jflz.W

STATE OF WASHINGTON)

: ss.

THE CITY OF SUNNYSIDE)

On this day personally appeared before me Mike Gonzalez, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned. / ,

GIVEN under my hand and official seal this fn day 0J) LQt)Ii2Qf, 20



NOTARY PUBLIC in and for the State of Washington

Residing at: Grandview

My Commission Expires: 04/11/2024

STATE OF WASHINGTON)

: ss.

THE CITY OF SUMNER)

On this day personally appeared before me \_\_\_\_\_, Title, of the CITY OF SUMNER, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC in and for the State of Washington

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



---

**SUBJECT:** Approval of the minutes for the January 21, 2025 regular council meeting and the January 27, 2025 study session.

**CATEGORY:** Consent

---

**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

---

**ATTACHMENTS:**

1. Minutes - January 21, 2025
2. Minutes - January 27, 2025

**STAFF CONTACT:** Michelle Converse, City Clerk

---

**SUMMARY BACKGROUND:**

Minutes from the previous two council meetings

---

|                                                |
|------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b></p> |
|------------------------------------------------|

|                                           |
|-------------------------------------------|
| <p><b>MEETING/STUDY SESSION DATE:</b></p> |
|-------------------------------------------|

|                                         |
|-----------------------------------------|
| <p><b>COMMITTEE RECOMMENDATION:</b></p> |
|-----------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

Approve as presented.



Staff present: Wilson, Marquez, Moericke, Palmer, Steffens, Beagle, Kosa, Barry and Converse

### **CALL TO ORDER**

Mayor Hayden called the meeting to order at 6pm.

Pledge of Allegiance

Invocation – Greg Nuert

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

DEPUTY MAYOR BOWMAN WAS ABSENT. MOVED BY BITETTO SECONDED BY ELFERS TO APPROVE DEPUTY MAYOR'S ABSENCE. PASSED BY VOICE VOTE.

### **CONSENT AGENDA**

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

1. Approval of the checks and electronic payments in the amount of \$2,054,464.46.
2. Resolution No. 1708 – Heritage Park & Hops Alley Phase 2 Construction – Pierce County LTAC Grant Acceptance
3. White Rive Restoration Project – Construction Management Consultant Supplement
4. Resolution No. 1711 – Endorsement for the Administration of the Sumner-Bonney Lake Joint Pretreatment Program
5. Resolution No. 1705 – Setting Public Hearing for Multifamily Tax Exemption Ordinance
6. Resolution No. 1709 – Simple Possession Advocacy and Representation Grant Acceptance
7. Approval of the minutes from the regular council meeting of January 6, 2025, and study session from January 13, 2025

PASSED BY VOICE VOTE.

### **PUBLIC HEARING**

There was not one this meeting.

### **REGULAR BUSINESS**

#### **1. Unfinished Business**

#### **2. Public Comment**

Greg Burd, owner of TopDown Brewery, Main Street. Spoke about food truck parking and public safety.

Tina Burnett, Spoke about the BESS and the potential of fire safety in that area.

Randall Adams, 15013 63<sup>rd</sup> St Ct E. Spoke about the Ryan House.

Nick Biermann, 5802 Parker Road East. Addressed several issues based upon comments made by the other participants.

### 3. New Business

#### a. **Ordinance No. 2916 – Amending Sumner Municipal Code 12.38 (Park Impact Fees)**

MOVED BY ELFERS SECONDED BY KENNA TO APPROVE ORDINANCE NO. 2916 –  
AMENDING MUNICIPAL CODE 12.38 (PARK IMPACT FEES)

Community Services Derek Barry addressed the council.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

### 4. Reports

#### a. Council

Councilmember Bitetto shared the speaker at the local Rotary meeting spoke about the importance of the public safety. She ended her comments by thanking our first responders.

Councilmember Clerget had no comments tonight.

Councilmember Cole had the opportunity to participate in the Sumner High School MLK day celebration. She praised the talented students and the facility who worked with them.

Councilmember Elfers updated the Council and the public on the Pierce County Regional Council and their Legislative Priorities and their Agenda for the year. He attended the Puget Sound Regional Council interesting to hear the thoughts on the region. Thanked public for their comments at meetings. He also met with a representative from Pacific Northwest Vets, and hopes to partner with that organization on some projects in the upcoming year.

Councilmember Kenna spoke about the Martin Luther King holiday. He ended his comments by agreeing with the TopDown Brewery owners and it is a safety issue with pedestrians and food trucks.

Councilmember Reinke had no comments tonight.

#### b. City Administrator

City Administrator Jason Wilson reported on the following:

#### **Upcoming Policy Issues:**

- January 27, 2025 – Study Session
  - Murrey's 2025 Rate Increase
  - Pierce Transit Long Range Plan Presentation
  - 2025 6 year Transportation Improvement Plan
- February 3, 2025 – Regular Council Meeting
  - Public Hearing on the 6 year Transportation Improvement Plan
  - Resolution amending the Interlocal Agreement with Sunnyside for jail services.
  - Resolution adopting the 2025 Murrey's Disposal rates
  - Ordinance creating a new law Endangerment with a Controlled Substance

### **Policy Follow-Up:**

- The Finance Department implemented the senior low income and disabled resident discount onto 186 utility bills. Individuals who receive the property tax discount through the county will automatically see their utility bills lower starting with this billing cycle. The City is also working with SSHAP to host a property tax discount seminar to help other qualified individuals apply for the program. More information will be available once the details are confirmed.

### **Miscellaneous:**

- **Main Street Tree Replacement:** Crews will begin replacing the street trees on Main Street between Fryar and Sumner Avenues, as well as Alder Ave between Main and Maple Streets. The new trees are a more appealing and appropriate species and will be planted in raised planters reducing future trip hazards and maintenance. Additional work will be done to repave old tree wells that will no longer be needed. The project is expected to take several months to complete.

#### **c. Mayor**

Mayor Hayden reported on the follow two items – South Sound 911 and the Legislative Session. The Mayor attended her last meeting with South Sound 911 and how it was an honor to represent Sumner. Mayor Hayden then commented on the Legislative Session beginning last week and how Sumner will continue to monitor the bills that would affect us. She ended her comments by encouraging people to get involved at the state level.

#### **5. Executive Session**

There was no Executive Session tonight.

#### **Adjournment**

With no additional business before the Council, Mayor Hayden adjourned the regular meeting at 6:38pm. Councilmembers concurred.

ATTEST:

\_\_\_\_\_  
Michelle Converse, CMC City Clerk

\_\_\_\_\_  
Mayor Kathy Hayden



1211 South Pearl St. | Tacoma, WA 98465  
253.272.2112 | [www.masterbuilderspierce.com](http://www.masterbuilderspierce.com)

December 3, 2024

Sumner City Council  
104 Maple Street  
Sumner WA 98390

Dear Sumner City Council,

On behalf of the Master Builders Association of Pierce County (MBAPC) Legislative Strategy Committee, I am writing today to express our concern with Ordinance No. 2916, regarding Park Impact Fees.

Washington is in the midst of a housing affordability crisis and lowering development costs, especially for housing, should be prioritized over parks. However, Ordinance No. 2916 would do the opposite. While RCW 82.02.060, provides municipalities the ability to collect proportional park impact fees based on factors like square footage, number of bedrooms, or usage, it does not mandate the sharp fee increases in this proposal. The proposed changes would nearly double Park Impact Fees for families seeking larger homes, adding substantial costs across the board.

Additionally, these increases would disproportionately affect middle housing projects, which could see nearly \$1,000 added in park impact fees. These homes are often the first step for many residents aspiring to become homeowners and bear the brunt of these rising costs. According to the National Association of Home Builders (NAHB), with every \$1,000 increase in the cost of new home prices hundreds of people in the region are priced out of the market. Already, with over 83% of residents in Pierce County unable to afford a median priced home, these impact fee increases only push the dream of homeownership further away.

It is crucial to carefully consider the implications of Ordinance No. 2916 for future Sumner residents. Engaging with builders, like the members of the MBAPC, is essential to accurately assess the impact of this decision and ensure it does not exacerbate the housing affordability crisis. We look forward to working with you to help address housing affordability.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Kaul".

Scott Kaul  
Legislative Strategy Committee Chair  
Master Builders Association of Pierce County

When was it decided that comments submitted to the City & Council before these meetings are no longer included in the formal meeting minute disclosures as was not included in the minutes approved tonight from your 1-6-25 meeting?

The reason I keep coming to these meetings is not only because the city acted illegally, more importantly to me, is the fact that the city acted intentionally & immorally to hide from citizens that they wanted to demolish the Ryan House & bullied you to act quickly & vote a week after it was presented to council in a study session to insure it was done before an open house. The city intentionally did not have WJE create blue prints because then they would have had to get bids to verify costs to renovate and without blue prints & having no bids, the intent was to stop any attempts to save the Historic Ryan House. It was this deception and incorrect information given to the City Council to get staff's desired response from you that I object to. Yet keeping citizens in the dark is a consistent game plan used by the city and more are included in my email to the city & you earlier today.

Recent examples of this include;

- 1) The BESS plant was approved before council was included, well before some of you were allowed to go out to Dieringer to see a presentation & before the recent ordinance regarding the next BESS was brought to you (the Planning Commission told Ryan next time bring the ordinance before you approve something, not after). Shouldn't the presentation from PSE been done 2 years ago, before BESS was approved. Does the BESS fire that's destroyed 40% of it's building in CA and is still burning out of control cause you to pause & wonder what if it happened here? Do any of you know how much tax \$ the city will get from the BESS site, as that is why it was approved.
- 2) Has the council approved how much of the golf course proceeds are to be used to cover the general fund's contribution towards the new utility complex? There was approx 28M suggested in the approval of the contractors bid for phase 3, yet no discussion nor formal presentation to you in public regarding how much you should allocate or why 100% of the general fund's commitment has to come out of the golf course proceeds. Why hasn't the amount of the golf course proceeds been disclosed, the same amount put into a new account to keep track of those funds? That should be public knowledge!

- 3) What the city planned for the Event Center was only found out when blue prints were a part of the permitting process, yet all of you already knew of the plans for it and maybe for this building without disclosure in public. Did you learn of this during your tour of the parks earlier this year when you were not on camera and could talk privately? Your meeting minutes do not go into those details. Shouldn't that have been a presentation here so we all could know what they city is planning & how are you going to address the overcrowding upstairs that was shown to you here previously? Shown in the same presentation when we learned the city was fine with employees having to use a leaf blower to get rid of rat feces off their work stations before starting to work! At the recent Open House there was nothing about the Heritage Park building that now in your Appendix B of the Parks & Trails Capital Facilities Plan shows costs @ 11.7M, not the 7M previously forecasted in your budget work.
- 4) Recently you removed a utility discount originally used to entice companies years ago to come to our new industrial park. Originally staff didn't even know how much of a benefit it might be to the city, yet after Council Member Elfers asked, staff later presented a researched estimate of 600K. You approved removing the discount, happy to find \$600,000/year, yet with no thought to contacting those who were going to be affected. If you were to act professionally, honorably and in the light of day, you should have reached out to those companies whose bills were going to go up, explain why (state is putting onerous costs onto the city and you can no longer extend this benefit to you as an example) and reaffirm their importance to you and that you appreciate the great working relationship you have with them. Also, that should have been done in a letter directly to them and denote a person in the city who they could contact if they have any questions. Instead, you took the dishonorable & unprofessional way out by simply having PSE charge them more starting this month. You could afford to have spent maybe \$10,000 as a one time cost for an employee's time to handle any feedback in order to get \$600K a year moving forward. This is yet another example of government arrogance and no need to explain what you are doing nor why. You can do better, be professional and proud of all your decisions, don't hide behind being an uncaring city government and performing non-disclosed actions.

Thank you kindly for your time & efforts,

Randall Adams

# Appendix A: System Value Estimate 2024 (Land and Facilities)

| Park                                         | Address                            | Total Land Value (2024) | Total Improvements Value (2024) | Total Value (2024)  |
|----------------------------------------------|------------------------------------|-------------------------|---------------------------------|---------------------|
| Rhubarb Alley                                | between 1011 and 1101 Main Street  | \$107,471               | \$235,311                       | \$342,782           |
| Dining Parklet                               | 1012 Main St                       | \$-                     | \$10,996                        | \$10,996            |
| Pocket Park off 45th St                      | xxx Tacoma Ave                     | \$8,900                 | \$15,978                        | \$24,878            |
| Hops Alley                                   | 915 Kincaid and 922 Alder          | \$704,100               | \$7,100                         | \$711,200           |
| WWTF mowed area                              | 13114 63rd St E                    | \$430,645               | \$-                             | \$430,645           |
| The Shops mowed area                         | 4711 142nd Ave E                   | \$574,194               | \$-                             | \$574,194           |
| Current library mowed area                   | 1116 Fryar Ave                     | \$430,645               | \$-                             | \$430,645           |
| North St Parking Lots (used for some events) | Multiple locations on North Street | \$1,282,900             | \$-                             | \$1,282,900         |
| Rainier View Park                            | 15603 Meade McCumber Rd            | \$396,700               | \$2,671,068                     | \$3,067,768         |
| Loyalty Park                                 | 1300 Park St                       | \$502,700               | \$650,662                       | \$1,153,362         |
| Reuben A. Knoblauch Heritage Park            | 916 Kincaid Ave                    | \$863,600               | \$187,358                       | \$1,050,958         |
| Lucy V. Ryan Park                            | 1228 Main St                       | \$756,400               | \$2,250,804                     | \$3,007,204         |
| Bill Heath Sports Complex                    | 5604 Graham Ave                    | \$3,217,300             | \$2,580,543                     | \$5,797,843         |
| Seibenthaler Park                            | 1602 Bonney Ave                    | \$748,600               | \$632,086                       | \$1,380,686         |
| Bennett Property                             | 4811 East Valley Hwy               | \$399,100               | \$-                             | \$399,100           |
| Qunell Family Park                           | 14324 72nd St E                    | \$16,300                | \$-                             | \$16,300            |
| Sumner Link Trail*                           | N/A                                | \$-                     | \$382,497                       | \$382,497           |
| <b>TOTAL</b>                                 |                                    | <b>\$10,439,555</b>     | <b>\$9,624,404</b>              | <b>\$20,063,958</b> |

\*Note: Valuation for the Sumner Link Trail does not include land value or the value of the trail itself, only the improvements value of the restroom and parking areas. The land and improvement value for the trail itself is part of the analysis underlying the City's 2025 Transportation Impact Fee.



# Appendix B: Parks & Trails Capital Facility Plan 2024-2030

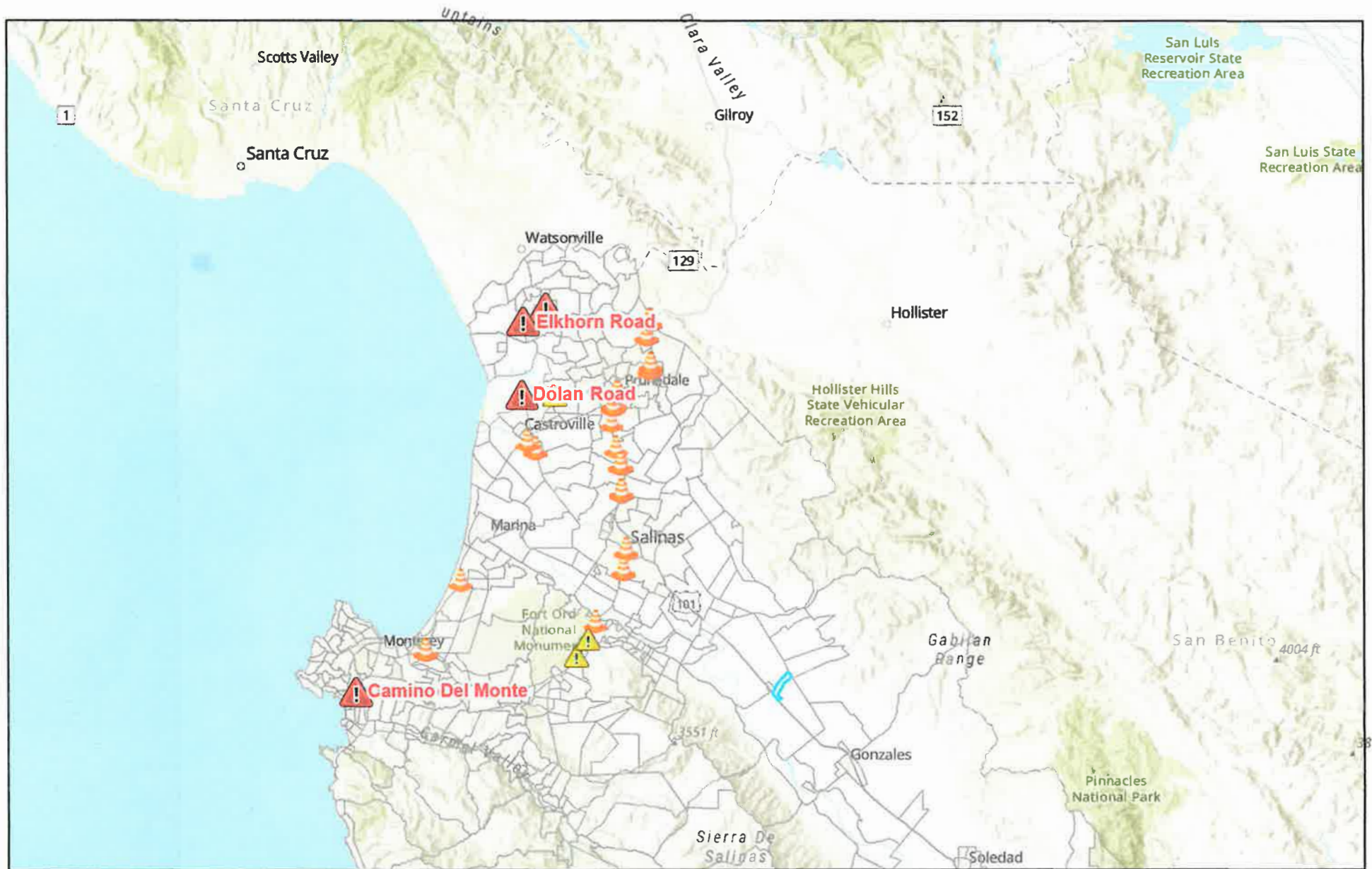
The following table includes updated cost estimates for the projects listed in the 2024 Parks and Trails Plan and the amount of these projects that are considered “capacity-adding” or potentially eligible for use of impact fees. Impact fees must be spent on projects that serve new demand as the city grows.

| Project                      | Park                  | Updated Estimate (2024\$) | Amount Potentially Eligible for Impact Fees |
|------------------------------|-----------------------|---------------------------|---------------------------------------------|
| Covered Court (Funded)       | Rainier View          | \$937,000                 | \$0 (already completed)                     |
| Misc Site Improvements       | Rainier View          | \$100,000                 | \$0                                         |
| Alley                        | Heritage              | \$1,673,412               | \$1,673,412                                 |
| Park & Playground            | Heritage              | \$1,253,458               | \$1,253,458                                 |
| Building                     | Heritage              | \$11,700,000              | \$0                                         |
| Master Plan                  | Lucy V. Ryan          | \$75,000                  | \$0                                         |
| Demo                         | Lucy V. Ryan          | \$185,000                 | \$0                                         |
| Development                  | Lucy V. Ryan          | \$100,000                 | \$100,000                                   |
| Drainage & Site Improvements | Loyalty               | \$109,000                 | \$0                                         |
| Picnic/Shade Shelter         | Loyalty               | \$25,000                  | \$25,000                                    |
| Expansion & Parking          | Loyalty               | \$700,000                 | \$700,000                                   |
| Field                        | Heath Sports          | \$3,000,000               | \$1,000,000                                 |
| Lighting                     | Heath Sports          | \$600,000                 | \$0                                         |
| Fencing                      | Heath Sports          | \$375,000                 | \$0                                         |
| Pump & Sk8                   | Heath Sports          | \$1,200,000               | \$1,200,000                                 |
| Picnic & Pathways            | Heath Sports          | \$365,000                 | \$91,250                                    |
| Site Improvements (phases)   | Seibenthaler          | \$9,756,000               | \$3,219,480                                 |
| ROW Improvements             | Seibenthaler          | \$352,700                 | \$0                                         |
| Site Improvements (phases)   | Bennett               | \$10,157,000              | \$10,157,000                                |
| Master Plan                  | Qunell                | \$35,000                  | \$0                                         |
| Site Improvements            | Qunell                | \$1,090,000               | \$1,090,000                                 |
| Master Site Plan             | New & Expanding Parks | \$200,000                 | \$0                                         |

| Project                             | Park                  | Updated Estimate<br>(2024\$) | Amount Potentially<br>Eligible for Impact Fees |
|-------------------------------------|-----------------------|------------------------------|------------------------------------------------|
| Acquisition                         | New & Expanding Parks | \$1,000,000                  | \$1,000,000                                    |
| Minimum Park Standard<br>Investment | New & Expanding Parks | \$1,000,000                  | \$1,000,000                                    |
| <b>Total</b>                        |                       | <b>\$45,988,570</b>          | <b>\$22,509,600</b>                            |

# Fire Evacuation Areas

Public Comment  
Tina Burnett



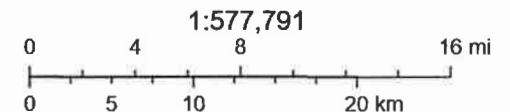
1/21/2025, 3:13:11 PM

Override 1

County Traffic Advisory/Aviso de Trafico del Condado

County Road Closures/Cierre de Caminos del Condado

Caltrans Lane Closure System/Sistema de cierre de carril



Esri, CGIAR, USGS, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, MET/NASA, USGS, Bureau of Land Management, EPA,

Monterey County Office of Emergency Services

Sources: Monterey County OES, CALFIRE; CDF. This GIS data is provided "AS IS." The County of Monterey (COUNTY) makes no warranties, express or implied, including without limitation, any implied warranties of merchantability and/or fitness for a particular purpose.



Staff present: Wilson, Marquez, Windish, O'Haver-Ayala, Steffens, Littrell and Leach

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

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

DEPUTY MAYOR BOWMAN WAS ABSENT. MOVED BY BITETTO SECONDED BY ELFERS TO EXCUSE THE DEPUTY MAYOR. PASSED BY VOICE VOTE 5-0.

COUNCILMEMBER COLE WAS ALSO ABSENT. MOVED BY KENNA SECONDED BY REINKE TO EXCUSE THE COUNCILMEMBER. PASSED BY VOICE VOTE 5-0.

### **STUDY SESSION BUSINESS**

1. Resolution No. 1712 – Murrey's Disposal Rate Increase  
*Deputy City Administrator Jeff Steffens and Murrey's District Manager Stevem Hopkins*
2. Pierce Transit Long-Range Plan Update  
*Ryan Windish, Community & Economic Development Director*  
*Pierce Transit – Darin Stavish, Ryan Wheaton and Tina Lee*
3. Resolution No. 1713 – 2026/2031 Six-Year Transportation Improvement Plan  
*Assistant Engineering Manager Courtney Littrell and Andrew Leach, Senior Associate Engineer*

### **ADJOURNMENT**

With no additional items for discussion, Mayor Hayden adjourned the meeting at 7:00pm.

Attest:

---

Kathy Hayden, Mayor

---

Michelle Converse, City Clerk

---

**SUBJECT:** Resolution No. 1713 - 2026-2031 Six-Year Transportation Improvement Program Annual Update

**CATEGORY:** Public Hearings

---

**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

---

**ATTACHMENTS:**

1. Presentation
2. Resolution No. 1713 - Six Year TIP 2026-2031

**STAFF CONTACT:** Courtney Littrell, Assistant Engineering Manager, Andrew Leach, Senior Associate City Engineer

---

**SUMMARY BACKGROUND:**

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

The Stewart Road Bridge Project will begin construction this spring.

The Washington Street Reconstruction Project will be designed and constructed this year.

Hops Alley will be constructed this year.

A public hearing on the Six-Year Transportation Improvement Plan is scheduled for the February 3rd regular council meeting.

---

|                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Study Session</p> <p><b>MEETING/STUDY SESSION DATE:</b> 1/27/2025</p> <p><b>COMMITTEE RECOMMENDATION:</b> Information/Discussion Only</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

Hold a Public Hearing for the 2026-2031 Six-Year Transportation Improvement Program Annual Update.

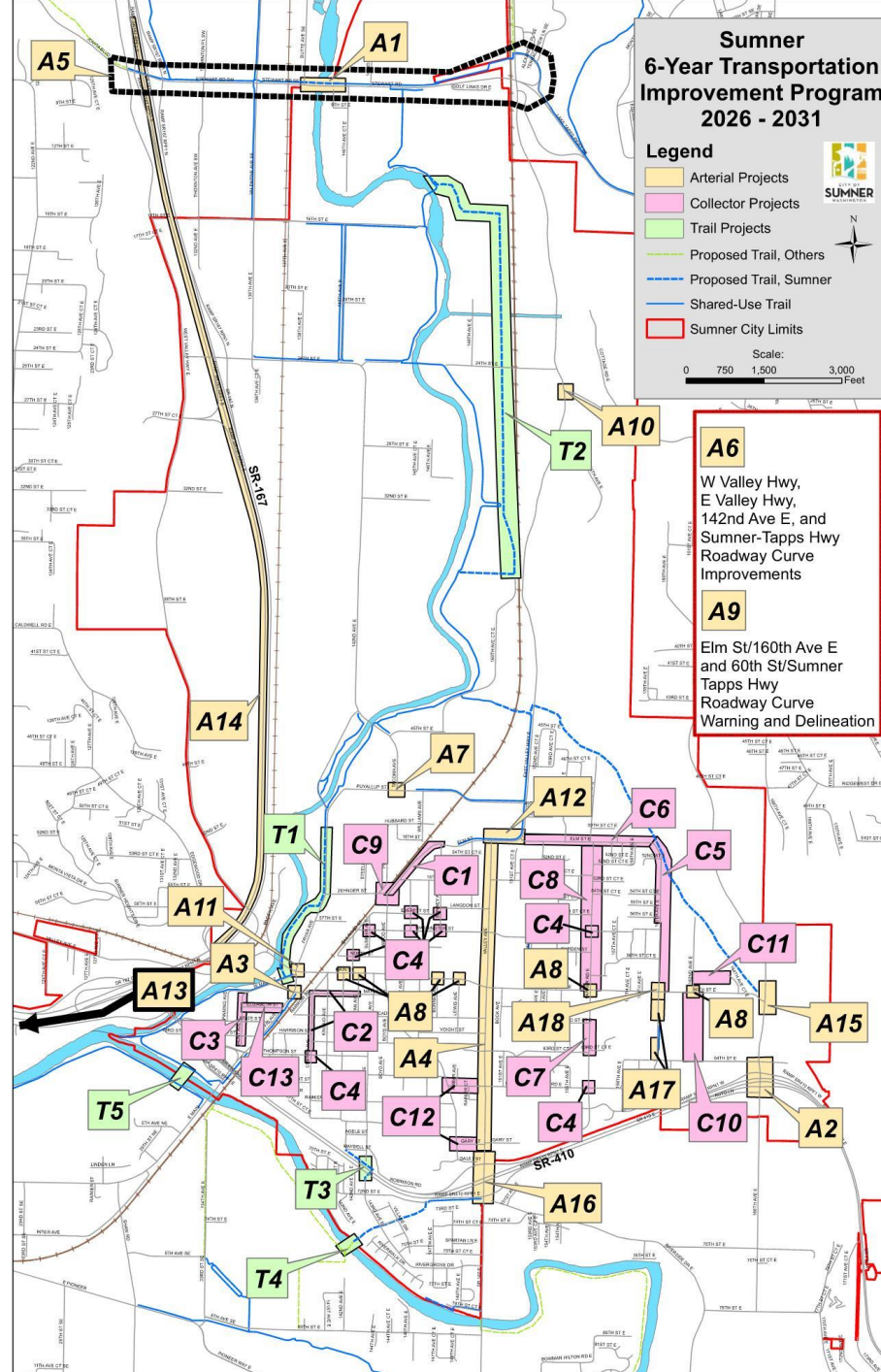
# Sumner 6-Year Transportation Improvement Program



Courtney Littrell – Assistant Engineering Manager  
Andrew Leach, PE – Senior Associate City Engineer

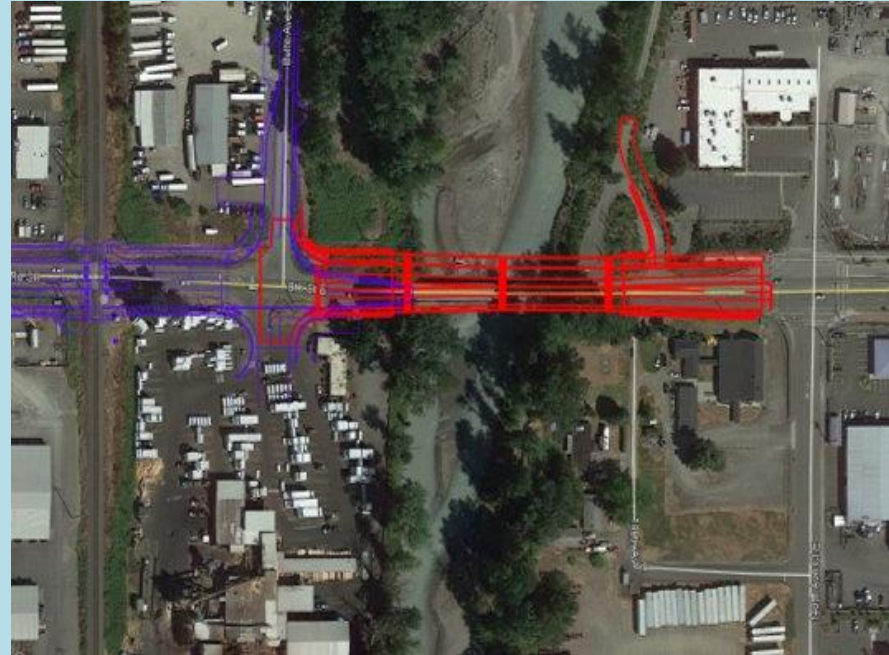
February 3<sup>rd</sup>, 2025  
Page 80 of 48





# Stewart Road (8<sup>th</sup> St.) Bridge Replacement

Construction anticipated to begin in March of this year.





# Washington St Preservation

Currently in design with construction anticipated this Summer.



# Hops Alley

Construction anticipated to begin in Spring of this year.



**RESOLUTION NO. 1713  
CITY OF SUMNER, WASHINGTON**

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

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

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

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

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

**Section 1.** That the plan designated as the Six-Year Transportation Improvement Program 2026-2031, a copy of which is attached hereto and made a part hereof, is hereby adopted.

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

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

**APPROVED AND ADOPTED** this 17<sup>th</sup> day of February, 2025.

\_\_\_\_\_  
Mayor Kathy Hayden

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk Michelle Converse

\_\_\_\_\_  
City Attorney Andrea Marquez



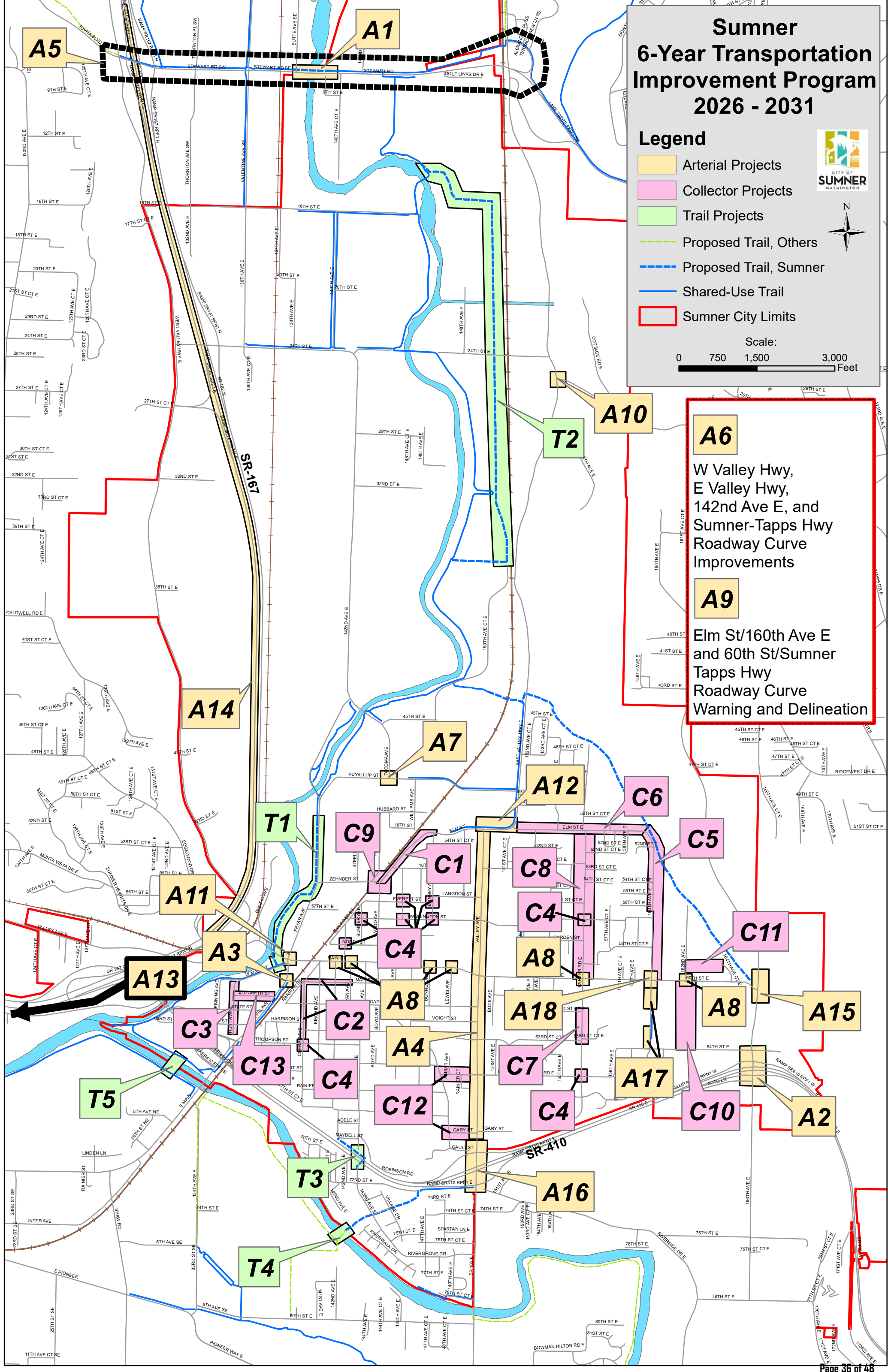
# Sumner 6-Year Transportation Improvement Program 2026 - 2031

## Legend

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



Scale:  
0 750 1,500 3,000  
Feet



**A6**

W Valley Hwy,  
E Valley Hwy,  
142nd Ave E, and  
Sumner-Tapps Hwy  
Roadway Curve  
Improvements

**A9**

Elm St/160th Ave E  
and 60th St/Sumner  
Tapps Hwy  
Roadway Curve  
Warning and Delineation

Six Year Transportation Improvement Program 2026-2031

City of Sumner

Projects Listed in Priority Order  
*Italics identify unfunded milestones*

| ARTERIAL STREET PROGRAM |                                                                     |                                                                                                                                                       |                                                                                                                                                                                                                                                    |              |         |          |                    |            |              |                                                                                                                                          |
|-------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------|----------|--------------------|------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------|
| ID                      | PROJECT                                                             | LOCATION                                                                                                                                              | DESCRIPTION                                                                                                                                                                                                                                        | TOTAL COSTS  | FUNDED? | YEAR     |                    |            |              | REMARKS                                                                                                                                  |
|                         |                                                                     |                                                                                                                                                       |                                                                                                                                                                                                                                                    |              |         | PLANNING | DESIGN             | ROW/PERMIT | CONSTRUCTION |                                                                                                                                          |
| A1                      | Stewart Rd (8th St.) White River Bridge                             | Stewart Road at White River                                                                                                                           | Replace existing 2-lane bridge with new bridge with two unequal length spans. New structure will accommodate 4 vehicle lanes, a sidewalk, and a trail crossing.                                                                                    | \$35,000,000 | Yes     | Complete | Complete           | Complete   | 2025-2028    | Project funded by Federal STP Grant, FMSIB Grant, Pierce County, Port of Tacoma, TIB, Congressional Allocation, NHFP and City of Auburn. |
| A2                      | 166th Ave E Widening                                                | SR 410 WB Ramp Terminals to just north of 64th St. E.                                                                                                 | Widen 166th Ave E to 4-5 lanes through the identified corridor and improve lane configuration and dual roundabouts at the two existing intersections.                                                                                              | \$18,000,000 | Partial | Complete | 2027               | 2027       | 2028-2030    | Design is City funded, received a Port of Tacoma Grant and a federal STP grant. Received a federal STP grant for the ROW phase.          |
| A3                      | Maple Street Pedestrian Signal and Citywide Signal Backplates       | Traffic Avenue and Maple Street Ped Signal, Backplates Various Locations Citywide                                                                     | Replace existing pedestrian-activated rectangular rapid flashing beacons with signal (expected to be a High Intensity Activated Crosswalk (HAWK) signal), add retroreflective backplates to upgrade signal heads citywide.                         | \$431,000    | Yes     | Complete | Complete           | Complete   | 2025-2026    | Over 90% funded by a Highway Safety Improvement Program grant.                                                                           |
| A4                      | Valley Avenue                                                       | From SR 410 to Elm St.                                                                                                                                | Overlay existing roadway surface, complete required ADA upgrades.                                                                                                                                                                                  | \$4,000,000  | Partial | Complete | Completing in 2025 | N/A        | 2026         | Received STP grant funding for the section between SR 410 and Meade McCumber.                                                            |
| A5                      | Stewart Road Corridor ITS Improvements                              | Stewart Road from SR 167 toward Lakeland Hills                                                                                                        | Connect traffic signals and the railroad crossing to coordinate signal timing to increase vehicular traffic flow and reduce peak-hour delay.                                                                                                       | \$3,500,000  | Partial | Complete | Completing in 2025 | 2026       | 2027         | Received STP grant funding for design in 2025.                                                                                           |
| A6                      | Systemic Horizontal Curve and Roadway Departure Safety Improvements | East Valley Highway, West Valley Highway, 142nd Ave. E, and Sumner-Tapps Highway                                                                      | Install curve waring signs, speed feedback signs, rumble strips, profiled striping, reflective markers, guardrail, street lighting and shouldering to improve safety conditions on north-south roadways that have a history of vehicle departures. | \$903,000    | Yes     | Complete | 2026               | 2026       | 2027         | Received HSIP funding to complete the project, reimbursing 100% of project costs.                                                        |
| A7                      | Puyallup St and Tacoma Ave Intersection Improvements                | Intersection of Puyallup Street and Tacoma Avenue                                                                                                     | Upgrade intersection to a roundabout and provide sidewalks/ADA improvements.                                                                                                                                                                       | \$2,600,000  | No      | Complete | 2026               | 2026       | 2027         | Received STP grant funding for design. Seeking grant funding for the construction phase of the project.                                  |
| A8                      | Main Street Crossings                                               | Intersections of Alder Ave & Main St, Ryan Ave & Main St, Bonney Ave & Main St, Lewis Ave & Main St, Parker Rd & Main St, and 60th St E & 162nd Ave E | Upgrading intersections along Main St with curb bulb outs, flashing beacons, and refreshed crosswalk markings.                                                                                                                                     | \$979,740    | Yes     | Complete | Completing in 2025 | N/A        | 2026         | Received TIB grant funding for design and construction. Grant will cover 76% of project costs.                                           |
| A9                      | Roadway Curve Warning & Delineation                                 | Corner of 160th St E and Elm St E, and corner of 60th St E and Sumner-Tapps Highway E                                                                 | Install signing and striping improvements, raised median, and speed feedback signs.                                                                                                                                                                | \$457,000    | Yes     | Complete | 2026               | N/A        | 2027         | Received HSIP funding to complete the project, reimbursing 100% of project costs.                                                        |
| A10                     | East Valley Hwy and Forest Canyon Rd E Intersection improvements    | Intersection of East Valley Highway and Forest Canyon Road                                                                                            | Upgrade the intersection to improve function.                                                                                                                                                                                                      | \$3,000,000  | No      | 2026     | 2027               | 2028       | 2030         | This is a future project that will be evaluated in the coming years. Potential for partial funding through TIF.                          |
| A11                     | Traffic Avenue and Main Street Intersection Improvements            | Intersection of Traffic Ave and Main Street                                                                                                           | Upgrade the signalized intersection to improve function.                                                                                                                                                                                           | \$15,000,000 | No      | 2026     | 2028               | 2029       | 2031         | This is a future project that will be evaluated in the coming years. Potential for partial funding through TIF.                          |
| A12                     | East Valley Hwy/Elm St./Valley Ave Intersection Improvements        | Intersection of East Valley Highway and Elm Street and the intersection of Valley Avenue and Elm Street                                               | Upgrade the intersections to improve function.                                                                                                                                                                                                     | \$3,000,000  | No      | 2026     | 2028               | 2029       | 2031         | This is a future project that will be evaluated in the coming years. Potential for partial funding through TIF.                          |

Six Year Transportation Improvement Program 2026-2031  
City of Sumner

Projects Listed in Priority Order  
*Italics identify unfunded milestones*

|     |                                                          |                                                 |                                                                                                                                                                                                                                                                    |                  |     |          |                |           |                |                                                                                                                                                                                              |
|-----|----------------------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----|----------|----------------|-----------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A13 | SR 167 / I-5 Connection Project                          | Puyallup to Fife                                | WSDOT Gateway Program Project - The SR 167 Completion project will build the remaining four miles of SR 167 between Meridian and I-5, completing a long-planned connection to I-5. The project also includes a two mile connection from I-5 to the Port of Tacoma. | *\$1,000,000,000 | Yes | Complete | 2017-2025      | 2017-2025 | 2019-2030      | WSDOT-led regional project. Sumner committed \$500,000 to the project in 2023.                                                                                                               |
| A14 | SR 167                                                   | From SR 410 Interchange to 15th St SW (Auburn)  | Add southbound HOT lane.                                                                                                                                                                                                                                           | \$350,000,000    | No  | Complete | <i>Unknown</i> | N/A       | <i>Unknown</i> | This is a WSDOT-led project on a state highway. Sumner has not taken an active role in WSDOT's project and has not committed any funds to the project to date.                               |
| A15 | Sumner Tapps Highway/60th St E Intersection Improvements | Sumner Tapps Highway and 60th St E Intersection | Rebuild existing intersection to improve roadway geometrics and add a traffic signal to increase allowable movements.                                                                                                                                              | \$3,400,000      | No  | 2026     | 2027           | 2028      | 2029           | Potential for partial funding through TIF.                                                                                                                                                   |
| A16 | SR 410 / SR 162 Interchange Improvements                 | Interchange ramps as SR 410                     | Construct a one-lane roundabout configuration at each of the interchange ramps.                                                                                                                                                                                    | *\$6,650,000     | Yes | Complete | 2026           | 2028      | 2030           | WSDOT-led project that will improve traffic flow at the existing interchange. Sumner has not taken an active role in WSDOT's project and has not committed any funds to the project to date. |
| A17 | 160th Ave. E                                             | Main St. to 64th St. E                          | Improve and widen streets to minor arterial standards with bike paths and sidewalks.                                                                                                                                                                               | \$500,000        | No  | Complete | 2027           | 2028      | 2030           | Installing sidewalk on west side of 160th. Project is unfunded. Sidewalks on east side of 160th were completed in 2022.                                                                      |
| A18 | Main Street and 160th Intersection Improvements          | Main St. and 160th Ave E Intersection           | Evaluate intersection for an upgrade to a signal and provide sidewalks/ADA improvements.                                                                                                                                                                           | \$2,000,000      | No  | 2026     | 2027           | 2028      | 2029           | This is a future project that will be evaluated in the coming years.                                                                                                                         |

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

Six Year Transportation Improvement Program 2026-2031  
City of Sumner

Projects Listed in Priority Order  
*Italics identify unfunded milestones*

| COLLECTOR STREET PROGRAM |                                                               |                                                                                                                                                                                                                                                               |                                                                                                                                                                                             |             |                       |          |                    |            |              |                                                                                                      |
|--------------------------|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------|----------|--------------------|------------|--------------|------------------------------------------------------------------------------------------------------|
| ID                       | PROJECT                                                       | LOCATION                                                                                                                                                                                                                                                      | DESCRIPTION                                                                                                                                                                                 | TOTAL COSTS | FUNDED?               | YEAR     |                    |            |              | REMARKS                                                                                              |
|                          |                                                               |                                                                                                                                                                                                                                                               |                                                                                                                                                                                             |             |                       | PLANNING | DESIGN             | ROW/PERMIT | CONSTRUCTION |                                                                                                      |
| C1                       | Elm St. & Wood Ave Sidewalks                                  | Bonney Ave to Zehnder St                                                                                                                                                                                                                                      | Extend the sidewalk on the north side of Elm Street and the West side of Wood Avenue.                                                                                                       | \$4,000,000 | Partial               | Complete | 2028               | N/A        | 2030         | Received CMAQ grant funding for the design. Construction phase is still unfunded.                    |
| C2                       | TC: Cherry & Maple Utilities                                  | Cherry Ave, Maple St.                                                                                                                                                                                                                                         | Replacement of aging utilities in support of the Town Center Plan redevelopment.                                                                                                            | \$3,000,000 | Yes                   | Complete | Completing in 2025 | N/A        | 2026         | Budget includes roadway restoration.                                                                 |
| C3                       | Hunt Avenue                                                   | W Main Street to dead end past Harrison Street                                                                                                                                                                                                                | Improve Hunt Avenue to residential street standards with roadway improvements, curb, gutter and sidewalks on each side. Portions have been completed by developer projects.                 | \$3,000,000 | No                    | 2029     | 2030               | 2031       | 2032         | This is a future project that will be evaluated in the coming years.                                 |
| C4                       | Neighborhood Traffic Calming and Intersection Data Collection | Intersections of Parker Rd E and Meade McCumber Rd E, Parker Rd E and Washington St, Cherry Ave and Thompson Ave, North St and Ryan Ave, Washington St and Sumner Ave, McMillan Ave and Washington St/Everett St, and Bonney Ave and Washington St/Everett St | Conduct an intersection and traffic calming study including data collection.                                                                                                                | \$150,000   | Yes                   | Complete | 2026               | N/A        | 2027         | Received HSIP funding to complete the project, reimbursing 100% of project costs.                    |
| C5                       | 160th Ave. E                                                  | Elm St. to Main St.                                                                                                                                                                                                                                           | Improve 160th Ave. E. to Collector St. standards with curb, gutter and sidewalks on each side. Portions may be completed as parts of development prior to this time.                        | \$2,700,000 | partial by developers | Complete | 2027               | 2028       | 2029         | Project partially completed by developers.                                                           |
| C6                       | Elm St. E                                                     | E. Valley Highway to 160th Ave. E.                                                                                                                                                                                                                            | Improve Elm St. to collector street standards with curb, gutter and sidewalks on each side. Work will include storm drainage facilities and utility replacement.                            | \$2,400,000 | partial by developers | Complete | 2027               | 2028       | 2029         | Project partially completed by developers.                                                           |
| C7                       | Parker Rd. E                                                  | 62nd St. to 63rd St.                                                                                                                                                                                                                                          | Construct curb, gutter and sidewalk on east side of the street.                                                                                                                             | \$250,000   | Partial               | Complete | 2027               | 2028       | 2029         | Funding will likely come from a combination of developer-built improvements, Street and Storm funds. |
| C8                       | Parker Rd. E                                                  | From Main St. to Elm St.                                                                                                                                                                                                                                      | Reconstruct Parker Road to Collector St. standards with curbs, gutters, sidewalks, and drainage utilities. Portions have been completed by developer projects and sidewalk grants.          | \$1,300,000 | Partial               | Complete | 2027               | 2028       | 2029         | Funding will likely come from a combination of developer-built improvements, Street and Storm funds. |
| C9                       | Zehnder St.                                                   | From Pease Ave. to Wood Ave.                                                                                                                                                                                                                                  | Railroad Crossing Improvements to at-grade BNSF rail crossing.                                                                                                                              | \$1,000,000 | No                    | 2027     | 2028               | 2029       | 2030         | Identified Road-Rail conflict point where upgrades could be beneficial.                              |
| C10                      | 162nd Ave. E Segment Extension                                | 64th St. E to 60th St. E                                                                                                                                                                                                                                      | Construct new 2-lane roadway section with sidewalks.                                                                                                                                        | \$3,000,000 | No                    | 2027     | 2028               | 2029       | 2030         | Element of East Sumner Neighborhood Plan, likely completed by development or LID.                    |
| C11                      | 164th Ave. Ct. E Segment Extension                            | 162nd Ave. E to 164th Ave. Ct. E                                                                                                                                                                                                                              | Construct new 2-lane roadway section with sidewalks.                                                                                                                                        | \$2,000,000 | No                    | 2027     | 2028               | 2029       | 2030         | Element of East Sumner Neighborhood Plan, likely completed by development or LID.                    |
| C12                      | Meade McCumber & Gary Street Sidewalk Improvements            | Wood Ave. to Valley Ave.                                                                                                                                                                                                                                      | Complete the sidewalk gaps at these two locations.                                                                                                                                          | \$650,000   | No                    | Complete | 2027               | 2028       | 2029         | This is a future project that will be evaluated in the coming years.                                 |
| C13                      | Elizabeth Street                                              | Hunt Ave. to Traffic Ave.                                                                                                                                                                                                                                     | Improve Elizabeth Street to residential street standards with roadway improvements curb, gutter and sidewalks on each side. Portions have been completed with sidewalk grants and programs. | \$3,000,000 | No                    | 2029     | 2030               | 2031       | 2032         | This is a future project that will be evaluated in the coming years.                                 |

Six Year Transportation Improvement Program 2026-2031  
City of Sumner

Projects Listed in Priority Order  
*Italics identify unfunded milestones*

| TRAIL PROGRAM |                               |                                                                      |                                                                                                                                     |              |         |          |                    |                     |              |                                                                                                             |
|---------------|-------------------------------|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------|---------|----------|--------------------|---------------------|--------------|-------------------------------------------------------------------------------------------------------------|
| ID            | PROJECT                       | LOCATION                                                             | DESCRIPTION                                                                                                                         | TOTAL COSTS  | FUNDED? | YEAR     |                    |                     |              | REMARKS                                                                                                     |
|               |                               |                                                                      |                                                                                                                                     |              |         | PLANNING | DESIGN             | ROW/PERMIT          | CONSTRUCTION |                                                                                                             |
| T1            | Fryar Ave. Trail              | West Main St. to Puyallup St.                                        | Complete trail connection through town.                                                                                             | \$7,200,000  | Yes     | Complete | Completing in 2025 | Completing in 2025. | 2026         | Design and ROW partially funded by federal grant. Construction funded by WSDOT Bike & Pedestrian Grant.     |
| T2            | White River Restoration Trail | #9 Ditch to area north of 16th St.                                   | Construct 8000 LF trail in conjunction with restoration project.                                                                    | \$3,000,000  | Yes     | Complete | 2027               | N/A                 | 2027         | Fully funded by restoration project.                                                                        |
| T3            | Rivergrove Pedestrian Bridge  | Trail overpass connecting the vicinity of Alder Ave. to 143rd Ave. E | Construct trail bridge to provide a new trail connection between Sumner Town Center and the Rivergrove neighborhood over SR 410.    | \$11,200,000 | Partial | Complete | 2027               | N/A                 | 2028         | Design funding provided by ST3 and CMAQ grants. Received partial construction funding from PSRC STBG grant. |
| T4            | Puyallup River Trail Bridge   | Trail overpass connecting 144th Ave. E to 143rd Ave. E               | Construct a trail bridge and trail connections to provide a connection to the Foothills Trail per the Sumner Parks and Trails Plan. | \$6,000,000  | No      | 2029     | 2030               | 2031                | 2032         | Identified in Draft Parks and Trails Plan. No funding source secured.                                       |
| T5            | Puyallup River Crossing       | Sumner WWTP to Puyallup trail                                        | Provides improved connection with the Puyallup and Foothills trail system.                                                          | \$4,000,000  | No      | 2029     | 2030               | 2031                | 2032         | Potential joint project with Puyallup. Eligible for federal CMAQ funding.                                   |

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

TRANSPORTATION PROJECTS COMPLETING IN 2025

| PROJECT                                          | LOCATION                                        | DESCRIPTION                                                                                                                                                                                           | COSTS       | REMARKS                                                                              |
|--------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------|
| Main St. and Wood Ave. Intersection Improvements | Main St. and Wood Ave. intersection             | Construct pedestrian improvements and upgrade signal to current standards.                                                                                                                            | \$3,580,000 | Project to be completed in 2025. Project was partially funded by PSRC grant funding. |
| Washington St Preservation                       | Washington St between Wood Ave and McMillan Ave | Re-construct Washington St with ADA complaint sidewalks, planter strips, curb bulbs, upgraded ADA curb ramps, paved street surface, and the replacement of underground utilities within the corridor. | \$2,818,000 | Project to be completed in 2025. Project was funded with City Council Reserves.      |
| Hops Alley                                       | Between Kincaid Ave and Alder Ave               | Re-construct Hops Alley with pedestrian and parking improvements.                                                                                                                                     | \$2,874,047 | Project to be completed in 2025, funded by Pierce County LTAC Grant.                 |



---

**SUBJECT:** Ordinance No. 2917 - Endangerment with a Controlled Substance

**CATEGORY:** Ordinance

---

**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

---

**ATTACHMENTS:**

1. Ordinance No. 2917 - Endangerment with Controlled Substance

**STAFF CONTACT:** Andrea Marquez, City Attorney

---

**SUMMARY BACKGROUND:**

Tonight, staff will be presenting an ordinance to adopt a local crime called Endangerment with a controlled substance. This will criminalize the act of exposing a child or dependent to a controlled substance. Currently, the state law makes it a felony to expose a child or dependent to a dangerous drug is limited to methamphetamines, which is not sufficient to address the fact patterns and drugs our police and prosecution are currently seeing. The proposal is to adopt a local gross misdemeanor (up to \$5,000 fine and 364 days in jail) to address this rising issue and hold violators accountable.

---

|                                                                        |
|------------------------------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Public Safety Committee</p> |
|------------------------------------------------------------------------|

|                                                     |
|-----------------------------------------------------|
| <p><b>MEETING/STUDY SESSION DATE:</b> 1/15/2025</p> |
|-----------------------------------------------------|

|                                                 |
|-------------------------------------------------|
| <p><b>COMMITTEE RECOMMENDATION:</b> Do Pass</p> |
|-------------------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

Adopt Ordinance No. 2917 - Endangerment with a Controlled Substance

**ORDINANCE NO. 2917**  
**CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, ADOPTING SECTION 9.16.060 OF THE SUMNER MUNICIPAL CODE PERTAINING TO ENDANGERMENT WITH A CONTROLLED SUBSTANCE.**

**WHEREAS**, the misuse of controlled substances in Washington State is a growing public health crisis, resulting in negative health outcomes such as addictions, overdoses, and deaths for far too many community members; and

**WHEREAS**, drug overdose and drug poisoning moved from the sixth leading cause of death among children aged 1-19 years of age in the United States in 2019 to third in 2020, which included a 110.6 percent increase in unintentional poisonings; and

**WHEREAS**, opioid-related overdose is the most common cause of accidental death in Pierce County, outnumbering motor vehicle collisions and firearm deaths according to the Tacoma-Pierce County Health Department; and

**WHEREAS**, controlled substances come in all forms, and they are regularly made into powders, pills, candies, eye droppers, and nasal sprays; and

**WHEREAS**, users are entirely unable to discern by sight, taste, or smell just how potent and dangerous these illicit drugs may be due to unregulated sources. The identity, purity, and quantity are uncertain and inconsistent, thus posing significant adverse health risks not only to the user, but also to their family members or members of the public who may be exposed inadvertently or through secondhand contact; and

**WHEREAS**, these risks are particularly high for children and other dependent persons who may live in close proximity to and come in contact with controlled substances through no fault of their own; and

**WHEREAS**, 1 in 8 children nationwide aged 17 or younger lived in households with at least one parent who had a past substance use disorder according to a 2014 report by the Substance Abuse and Mental Health Services Administration (SAMHSA); and

**WHEREAS**, fentanyl is often up to 50 times more potent than heroin and other synthetic opioids such as nitazenes and carfentanil; and

**WHEREAS**, the ease of illicit manufacture and potency of synthetic opioids has driven down illegal drug prices and caused synthetic opioids to be mixed with street drugs such as heroin, cocaine, and methamphetamine; and

**WHEREAS**, the Washington State Office of the Family and Children's Ombuds Child Fatalities and Near Fatalities in Washington State September 2023 report states that over a quarter of the child fatalities and more than half of the child near fatalities involved accidental ingestions and overdoses in 2022; and

**WHEREAS**, the Washington Poison Center had 116 cases in 2020 which involved the accidental exposure of children ages 0-5 years to opioids and opiates, and it is believed many more cases go unreported; and

**WHEREAS**, the Washington State Department of Health reports youth (ages 0-17) died from drug overdoses at the rate of 148 youth in 2016, 160 youth in 2017, 159 youth in 2018, 149 youth in 2019, 247 youth in 2020, 340 youth in 2021, 346 youth in 2022, and 378 youth in 2023; and

**WHEREAS**, in August of 2022, a two-year-old child nearly died after consuming a fentanyl pill in Tacoma's Oakland Madrona Park; and

**WHEREAS**, for those who survive exposure, an overdose can result in acute and chronic medical complications, including cognitive impairment, brain injury, and cardiac arrhythmia; and

**WHEREAS**, exposure to controlled substances is a threat to the health and safety of all Pierce County residents, especially so for the children and dependent persons who are in close proximity to individuals who use illegal substances; and

**WHEREAS**, sufficient mechanisms must be in place to hold people accountable when children and dependent persons are exposed to life-threatening harms; and

**WHEREAS**, the City Council encourages the State Legislature to consider amending RCW 9A.42.100, "Endangerment with a Controlled Substance," to include all 6 controlled substances as a Class B felony; in the interim, the City Council finds it necessary and appropriate to take action in its capacity to establish City Code to protect public health and safety, and desires to take immediate steps to deter the endangerment of children and other vulnerable populations caused by the dangers of exposure to controlled substance;

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

**Section 1. Adoption.** Sumner Municipal Code Chapter 9.16.060 is hereby adopted as follows,

**Chapter 9.16.060**

**ENDANGERMENT WITH A CONTROLLED SUBSTANCE**

**Sections:**

- 9.16.060 A Definitions**
- 9.16.060 B Endangerment with a Controlled Substance**
- 9.16.060 C Penalty for Violations**
- 9.16.060 D Preemption**

**A. Definitions,**

For the purpose of this Chapter, the following terms shall apply:

- A. "Cannabis" shall mean the same as the term is defined in RCW 69.50.101.
- B. "Child" shall mean the same as the term is defined in RCW 9A.42.010.
- C. "Controlled substance" shall mean the same as the term is defined in RCW 69.50.101.
- D. "Dependent person" shall mean the same as the term is defined in RCW 9A.42.010.

**B. Endangerment with a Controlled Substance.**

A. A person is guilty of the crime of endangerment with a controlled substance if the person knowingly or recklessly permits a child or dependent person to ingest, inhale, absorb, or have contact with a controlled substance other than cannabis, unless the controlled substance was

obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice.

B. Administering or providing a controlled substance to a child or dependent person in the course of delivering health care services is not a violation of this Section.

**C. Penalty for Violations.**

Unless otherwise specified, any person who violates this Chapter is guilty of a gross misdemeanor punishable by up to 364 days in jail and a \$5,000 fine.

**D. Preemption.**

In the event the Washington State Legislature passes a law preempting this Chapter, this Chapter shall cease to have effect on the same date the statute comes into effect. Any violation of this Chapter that occurs prior to the preempting statute coming into effect may be prosecuted and punished pursuant to this Chapter.

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

**Section 3. Effective date.** This ordinance shall be effective five days following publication as provided by law.

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

Passed by the City Council and approved by the Mayor of the city of Sumner, Washington, at a regular meeting thereof this 3rd day of February, 2025.

\_\_\_\_\_  
Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Converse, City Clerk

\_\_\_\_\_  
City Attorney Andrea Marquez

---

**SUBJECT:** Resolution No. 1712 - Murrey's Disposal 2025 Rate Increase

**CATEGORY:** Resolution

---

**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

---

**ATTACHMENTS:**

1. Resolution No. 1712 - 2025 Murrey's Disposal Rate Increase
2. Murrey's 2025 Rates Breakdown

**STAFF CONTACT:** Jeff Steffens, Deputy City Administrator

---

**SUMMARY BACKGROUND:**

Section 8(a) of the City's Franchise Agreement with Murrey's Disposal allows for an annual CPI adjustment equal to 80% of the local Consumer Price Index for all urban consumers in the Seattle-Tacoma-Bellevue area for the period of October to October of the previous year. Eighty percent of the CPI change for this period is 2.36%.

Section 8(b) of the Franchise Agreement provides for disposal fee adjustments to be made to collection rates for all changes in disposals costs. Pierce County will be increasing the landfill rate from \$174.84 per ton to \$184.99 per ton effective March 1, 2025.

Section 8(d) of the Franchise Agreement allows for Murrey's to request rate adjustments for unforeseen circumstances. In response to Washington's Climate Commitment Act, Murrey's was approved to pass through a carbon fee on fuel purchases. That fee will decrease by 13.4%. Residential customers will see a carbon fee drop from \$0.19 to \$0.16 per month while commercial carbon fees will adjust from \$0.57-\$2.84 to \$0.49-\$2.46 per month, depending on the customer's level of requested service.

---

|                                                              |
|--------------------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Study Session</p> |
|--------------------------------------------------------------|

|                                                     |
|-----------------------------------------------------|
| <p><b>MEETING/STUDY SESSION DATE:</b> 1/27/2025</p> |
|-----------------------------------------------------|

|                                         |
|-----------------------------------------|
| <p><b>COMMITTEE RECOMMENDATION:</b></p> |
|-----------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

A motion to adopt Resolution No.1712 - Murrey's Disposal 2025 Rate Increase.

**RESOLUTION NO. 1712**  
**CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,  
ADOPTING THE 2025 MURREY’S DISPOSAL COMPANY RATE INCREASE.**

**WHEREAS**, the City of Sumner’s contract with Murrey’s Disposal Company stipulates that the rates will be adjusted each year for both the increase in landfill tipping fees as well as 80% of CPI for refuse and recycling activities; and

**WHEREAS**, the contract allows for Murrey’s to seek an adjustment due to unforeseen costs and Murrey’s is requesting an additional increase to offset the Washington Climate Commitment Act; and

**WHEREAS**, the City of Sumner provided the public with a 45-day notice of the proposed rate increase.

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

**Section 1.** That the Sumner City Council adopts the 2025 Murrey’s Disposal Company rate increase, attached hereto as Exhibit A and adopted by reference.

**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.** Upon passage and approval of this Resolution, it shall take effect March 1, 2025.

ADOPTED AND APPROVED this 3rd day of February 2025.

\_\_\_\_\_  
Mayor Kathy Hayden

**ATTEST:**

\_\_\_\_\_  
Michelle Converse, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney Andrea Marquez

Resolution No. 1712 -- Exhibit A

| <b>Cart Service:</b>                           |  |  |  | <b>New Rate</b> | <b>Carbon Fee</b> | <b>Total Rate</b> |
|------------------------------------------------|--|--|--|-----------------|-------------------|-------------------|
| 10 Gallon Cart                                 |  |  |  | 22.21           | 0.16              | 22.37             |
| 20 Gallon Cart                                 |  |  |  | 30.49           | 0.16              | 30.65             |
| 32 Gallon Cart                                 |  |  |  | 38.21           | 0.16              | 38.37             |
| 65 Gallon Cart                                 |  |  |  | 53.92           | 0.16              | 54.08             |
| 95 Gallon Cart                                 |  |  |  | 71.35           | 0.16              | 71.51             |
| 50' maximum walk-in / drive in fee (per cart)  |  |  |  | 30.91           | 0.00              | 30.91             |
| Occasional extra                               |  |  |  | 7.26            | 0.00              | 7.26              |
| Return trip charge                             |  |  |  | 10.82           | 0.00              | 10.82             |
| Additional recycling cart                      |  |  |  | 8.91            | 0.00              | 8.91              |
| Recycle Plus                                   |  |  |  | 18.00           | 0.00              | 18.00             |
| Restart Fee                                    |  |  |  | 30.53           | 0.00              | 30.53             |
|                                                |  |  |  |                 |                   |                   |
| <b>Container Service:</b>                      |  |  |  |                 |                   |                   |
| 1 yard once a week                             |  |  |  | 151.35          | 0.49              | 151.84            |
| 1 yard twice a week                            |  |  |  | 302.71          | 0.99              | 303.70            |
| 1.5 yard once a week                           |  |  |  | 211.38          | 0.49              | 211.87            |
| 1.5 yard twice a week                          |  |  |  | 422.41          | 0.99              | 423.40            |
| 1.5 yard three times a week                    |  |  |  | 624.00          | 1.47              | 625.47            |
| 2 yard once a week                             |  |  |  | 274.40          | 0.49              | 274.89            |
| 2 yard twice a week                            |  |  |  | 548.71          | 0.99              | 549.70            |
| 2 yard three times a week                      |  |  |  | 823.13          | 1.47              | 824.60            |
| 2 yard four times a week                       |  |  |  | 1,110.21        | 1.96              | 1,112.17          |
| 4 yard once a week                             |  |  |  | 519.03          | 0.49              | 519.52            |
| 4 yard twice a week                            |  |  |  | 1,038.11        | 0.99              | 1,039.10          |
| 4 yard three times a week                      |  |  |  | 1,557.10        | 1.47              | 1,558.57          |
| 4 yard four times a week                       |  |  |  | 2,144.01        | 1.96              | 2,145.97          |
| 4 yard five times a week                       |  |  |  | 2,678.20        | 2.46              | 2,680.66          |
| 6 yard once a week                             |  |  |  | 732.90          | 0.49              | 733.39            |
| 6 yard twice a week                            |  |  |  | 1,465.70        | 0.99              | 1,466.69          |
| 6 yard three times a week                      |  |  |  | 2,198.64        | 1.47              | 2,200.11          |
| 6 yard four times a week                       |  |  |  | 2,945.73        | 1.96              | 2,947.69          |
| 6 yard five times a week                       |  |  |  | 3,679.55        | 2.46              | 3,682.01          |
| 4 yard compactor once a week                   |  |  |  | 2,114.92        | 0.49              | 2,115.41          |
| 4 yard compactor twice a week                  |  |  |  | 4,242.81        | 0.99              | 4,243.80          |
| Connect/Reconnect once a week                  |  |  |  | 82.84           | 0.00              | 82.84             |
| 1 yard extra pickup on regular route           |  |  |  | 40.20           | 0.00              | 40.20             |
| 1.5 yard extra pickup on regular route         |  |  |  | 54.37           | 0.00              | 54.37             |
| 2 yard extra pickup on regular route           |  |  |  | 69.84           | 0.00              | 69.84             |
| 4 yard extra pickup on regular route           |  |  |  | 127.02          | 0.00              | 127.02            |
| 6 yard extra pickup on regular route           |  |  |  | 180.15          | 0.00              | 180.15            |
| 4 yard compactor extra pickup on regular route |  |  |  | 483.80          | 0.00              | 483.80            |
| Connect/Reconnect Compactor                    |  |  |  | 17.44           | 0.00              | 17.44             |
| Loose or bulky material                        |  |  |  |                 |                   |                   |
| (Minimum charge on regular route)              |  |  |  | 56.53           | 0.00              | 56.53             |
| (Minimum charge on special route)              |  |  |  | 98.13           | 0.00              | 98.13             |
| Yard Waste                                     |  |  |  | 7.98            | 0.00              | 7.98              |
| Re-delivery Fee                                |  |  |  | 29.96           | 0.00              | 29.96             |
| Return trip charge                             |  |  |  | 21.70           | 0.00              | 21.70             |
| Time Charge                                    |  |  |  | 125.70          | 0.00              | 125.70            |
| Lock/Unlock                                    |  |  |  | 5.87            | 0.00              | 5.87              |
| Return Check                                   |  |  |  | 29.96           | 0.00              | 29.96             |

**City of Sumner**  
**Rates Effective 3/1/24**

**Exhibit A**

| <b>Cart Service:</b>                           | <b>New Rate</b> | <b>Carbon Fee</b> | <b>Total Rate</b> | <b>Current Rate</b> | <b>Total Increase</b> |
|------------------------------------------------|-----------------|-------------------|-------------------|---------------------|-----------------------|
| 10 Gallon Cart                                 | 22.21           | 0.16              | 22.37             | 21.63               | 0.74                  |
| 20 Gallon Cart                                 | 30.49           | 0.16              | 30.65             | 29.55               | 1.10                  |
| 32 Gallon Cart                                 | 38.21           | 0.16              | 38.37             | 36.87               | 1.50                  |
| 65 Gallon Cart                                 | 53.92           | 0.16              | 54.08             | 51.58               | 2.50                  |
| 95 Gallon Cart                                 | 71.35           | 0.16              | 71.51             | 67.96               | 3.55                  |
| 50' maximum walk-in / drive in fee (per cart)  | 30.91           | 0.00              | 30.91             | 30.20               | 0.71                  |
| Occasional extra                               | 7.26            | 0.00              | 7.26              | 6.95                | 0.31                  |
| Return trip charge                             | 10.82           | 0.00              | 10.82             | 10.57               | 0.25                  |
| Additional recycling cart                      | 8.91            | 0.00              | 8.91              | 8.70                | 0.21                  |
| Recycle Plus                                   | 18.00           | 0.00              | 18.00             | 18.00               | 0.00                  |
| Restart Fee                                    | 30.53           | 0.00              | 30.53             | 29.83               | 0.70                  |
| <b>Container Service:</b>                      |                 |                   |                   |                     |                       |
| 1 yard once a week                             | 151.35          | 0.49              | 151.84            | 144.88              | 6.96                  |
| 1 yard twice a week                            | 302.71          | 0.99              | 303.70            | 289.78              | 13.92                 |
| 1.5 yard once a week                           | 211.38          | 0.49              | 211.87            | 201.75              | 10.12                 |
| 1.5 yard twice a week                          | 422.41          | 0.99              | 423.40            | 403.15              | 20.25                 |
| 1.5 yard three times a week                    | 624.00          | 1.47              | 625.47            | 595.32              | 30.15                 |
| 2 yard once a week                             | 274.40          | 0.49              | 274.89            | 261.98              | 12.91                 |
| 2 yard twice a week                            | 548.71          | 0.99              | 549.70            | 523.88              | 25.82                 |
| 2 yard three times a week                      | 823.13          | 1.47              | 824.60            | 785.86              | 38.74                 |
| 2 yard four times a week                       | 1,110.21        | 1.96              | 1,112.17          | 1,060.23            | 51.94                 |
| 4 yard once a week                             | 519.03          | 0.49              | 519.52            | 494.74              | 24.78                 |
| 4 yard twice a week                            | 1,038.11        | 0.99              | 1,039.10          | 989.52              | 49.58                 |
| 4 yard three times a week                      | 1,557.10        | 1.47              | 1,558.57          | 1,484.22            | 74.35                 |
| 4 yard four times a week                       | 2,144.01        | 1.96              | 2,145.97          | 2,045.26            | 100.71                |
| 4 yard five times a week                       | 2,678.20        | 2.46              | 2,680.66          | 2,554.82            | 125.84                |
| 6 yard once a week                             | 732.90          | 0.49              | 733.39            | 698.95              | 34.44                 |
| 6 yard twice a week                            | 1,465.70        | 0.99              | 1,466.69          | 1,397.80            | 68.89                 |
| 6 yard three times a week                      | 2,198.64        | 1.47              | 2,200.11          | 2,096.77            | 103.34                |
| 6 yard four times a week                       | 2,945.73        | 1.96              | 2,947.69          | 2,809.58            | 138.11                |
| 6 yard five times a week                       | 3,679.55        | 2.46              | 3,682.01          | 3,509.43            | 172.58                |
| 4 yard compactor once a week                   | 2,114.92        | 0.49              | 2,115.41          | 2,002.27            | 113.14                |
| 4 yard compactor twice a week                  | 4,242.81        | 0.99              | 4,243.80          | 4,004.51            | 239.29                |
| Connect/Reconnect once a week                  | 82.84           | 0.00              | 82.84             | 80.93               | 1.91                  |
| 1 yard extra pickup on regular route           | 40.20           | 0.00              | 40.20             | 38.45               | 1.75                  |
| 1.5 yard extra pickup on regular route         | 54.37           | 0.00              | 54.37             | 51.88               | 2.49                  |
| 2 yard extra pickup on regular route           | 69.84           | 0.00              | 69.84             | 66.69               | 3.15                  |
| 4 yard extra pickup on regular route           | 127.02          | 0.00              | 127.02            | 121.11              | 5.91                  |
| 6 yard extra pickup on regular route           | 180.15          | 0.00              | 180.15            | 171.93              | 8.22                  |
| 4 yard compactor extra pickup on regular route | 483.80          | 0.00              | 483.80            | 472.63              | 11.17                 |
| Connect/Reconnect Compactor                    | 17.44           | 0.00              | 17.44             | 17.00               | 0.44                  |
| Loose or bulky material                        |                 |                   |                   |                     |                       |
| (Minimum charge on regular route)              | 56.53           | 0.00              | 56.53             | 54.40               | 2.13                  |
| (Minimum charge on special route)              | 98.13           | 0.00              | 98.13             | 95.86               | 2.27                  |
| Yard Waste                                     | 7.98            | 0.00              | 7.98              | 7.80                | 0.18                  |
| Re-delivery Fee                                | 29.96           | 0.00              | 29.96             | 29.27               | 0.69                  |
| Return trip charge                             | 21.70           | 0.00              | 21.70             | 21.20               | 0.50                  |
| Time Charge                                    | 125.70          | 0.00              | 125.70            | 122.89              | 2.81                  |
| Lock/Unlock                                    | 5.87            | 0.00              | 5.87              | 5.73                | 0.14                  |
| Return Check                                   | 29.96           | 0.00              | 29.96             | 29.27               | 0.69                  |