



Members: Councilmembers Clerget, Elfers, Reinke, Alt. Kenna

Staff: Michael Kosa, Alisa O’Haver-Ayala, Ryan Johnstone, Andrew Leach, Robert Wright, Andria Hannegan, Courtney Littrell, Drew McCarty, Gursimran Singh, Thi Le and Kelsey White

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 (First Floor Conference Room), or virtually by using the meeting access link below:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 432 910 936 Passcode: 6uHEd4

[Download Teams](#) | [Join on the web](#)

Or call in (audio only) [+1 323-886-6453,,539397162#](#) United States, Los Angeles

Phone Conference ID: 539 397 162#

[Find a local number](#) | [Reset PIN](#)

CALL TO ORDER

COMMITTEE BUSINESS

1. Fryar Ave Trail Partial Land Acquisition - Raymond Tibeau Living Trust
2. Fryar Ave Trail Partial Land Acquisition - Crane
3. Fryar Ave Trail Partial Land Acquisition - Park Plaza
4. Resolution No.1725: Port of Everett ILA - Cooperative Purchasing
5. Purchase and Sale Agreement with Sonoco for Acquisition of Water Rights
6. Pavement Crack Seal - Change Order

REPORTS

1. PW Project Close Outs
2. Project Status Report

ADJOURNMENT

SUBJECT: Fryar Ave Trail Partial Land Acquisition - Raymond Tibeau Living Trust

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$14,100.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Acquisition Documents-Tibeau

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Fryar Trail Project will construct approximately 3,300 linear feet of shared use path that parallels Fryar Avenue from West Main Street to Puyallup Street. In order to construct the project, partial acquisitions and/or easements are needed from twenty-three parcels along the project corridor. These twenty-three parcels are owned by thirteen different property owners. The City of Sumner was awarded \$655,143 in Federal CMAQ funding for right of way purchases and \$5,000,000 in WSDOT Pedestrian & Bicycle Safety Program state funds for completing the design, right of way, and construction of the project.

As part of the project, the City is required to perform a row acquisition from Raymond Tibeau Living Trust. These documents are to approve acquisitions from the property owner, including one small portion of fee simple property and one temporary easement. The total cost of these acquisitions is \$14,100.00 to compensate Raymond Tibeau Living Trust. This acquisition was thoroughly negotiated, and the compensation is reasonable and prudent.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

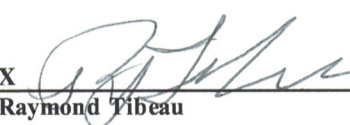
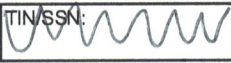
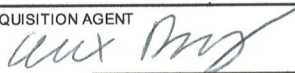
MEETING/STUDY SESSION DATE: 7/1/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of the Raymond Tibeau Living Trust property for a total amount of \$14,100.00 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner 1104 Maple Street Sumner, WA 98390		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT  X Raymond Tibeau	DATED 5/13/25
GRANTOR OR CLAIMANT (NAME, ADDRESS) Raymond Tibeau PO Box 1221 Sumner, WA 98390		TIN/SSN: 	
PROJECT NO. AND TITLE Fryar Avenue Shared Use Trail A15.0029			
FEDERAL AID NO. TAP 1270(012)	PARCEL NO. 0420243017		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: Warranty Deed, Temporary Easement		DATED 5/13/25	\$ AMOUNT
LAND: Fee acquisition: 72 SF			\$3,300.00
Temporary Easement: 1,498 SF		+	\$10,800.00
IMPROVEMENTS:		+	
DAMAGES:			
Cost to Cure		+	
Proximity		+	
Other		+	
SPECIAL BENEFITS			
JC (Just Compensation) Amount			\$14,100.00
REMAINDER:			
Uneconomic Remnant		+	
Excess Acquisition		+	
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	
ACQUISITION AGENT 	DATE 5/13/25	Voucher No.	TOTAL AMOUNT PAID \$14,100.00
AUTHORIZED AGENT FOR AGENCY	DATE		

LPA-321 10/2014

After recording return document to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

Document Title: Warranty Deed
Grantor: Raymond E. Tibeau
Grantee: City of Sumner
Legal Description: Ptn. SW 24-20-4
Additional Legal Description is on Page 4 and 5 of Document
Assessor's Tax Parcel Number: 0420243017

WARRANTY DEED

CITY OF SUMNER FRYAR AVENUE SHARED USE TRAIL

The Grantor(s), Raymond E. Tibeau, Trustee of the Raymond E. Tibeau Family Living Trust, dated August 12, 2024, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the City of Sumner, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, together with any after acquired interest of the grantor:

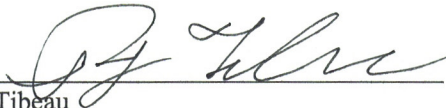
For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder of the herein described Parcel "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

WARRANTY DEED

Date: 5-13-25, _____



Raymond E. Tibeau

Accepted and Approved

City of Sumner

By: _____
Kathy Hayden
Mayor of the City of Sumner

Date: _____

WARRANTY DEED

**ACKNOWLEDGMENT
(Trustee)**

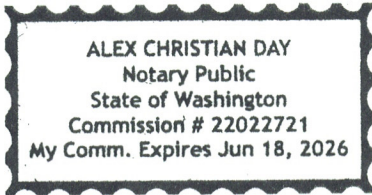
STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Raymond E. Tibeau is the person who appeared before me, and that said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as trustee of the Raymond E. Tibeau Family Living Trust, dated August 12, 2024, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of May, 2025.

Alex Day
(Print Name)

Alex Day
Notary Public in and for the State of Washington
Residing at Shoreline



My Appointment Expires:
6/18/2026

EXHIBIT A
PARCEL NO. 0420243017
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OPPOSITE STATION R_wL 11+38.50, AS SHOWN ON CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, 13.93 FEET SOUTHWESTERLY THEREFROM;

THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 11+37.54, 21.81 FEET SOUTHWESTERLY THEREFROM;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 11+43.12, 23.89 FEET SOUTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 11+44.81, 16.30 FEET SOUTHWESTERLY THEREFROM;

THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 11+38.50, 13.93 FEET SOUTHWESTERLY THEREFROM AND THE POINT OF BEGINNING.

CONTAINING 72 SQUARE FEET, MORE OR LESS.

TRACT:

(PER CHICAGO TITLE COMPANY ORDER NO. 243697, DATED OCTOBER 30, 2024)

PARCEL A:

BEGINNING AT THE NORTH LINE OF WEST MAIN STREET AND THE WEST LINE OF THE W.M. KINCAID DONATION LAND CLAIM IN SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;

THENCE SOUTH 67°40' WEST 9.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 32°37' WEST 170 FEET, MORE OR LESS, TO THE CENTER LINE OF THE STUCK RIVER;

THENCE SOUTH 67°40' WEST ALONG THE CENTER LINE OF SAID RIVER;

THENCE SOUTH 26°15' EAST 167.65 FEET TO THE NORTH LINE OF MAIN STREET;

THENCE NORTH 67°40' EAST 115.12 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF COUNTY ROAD IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., 30 FEET NORTH AND 107 FEET SOUTHWESTERLY OF A STONE MONUMENT AT THE INTERSECTION OF THE WEST BOUNDARY OF THE W.M. KINCAID DONATION LAND CLAIM, WITH THE CENTER OF SAID COUNTY ROAD;

THENCE SOUTHWESTERLY ALONG THE NORTH BOUNDARY OF SAID COUNTY ROAD 18 FEET;

THENCE NORTH 26 ¼° WEST TO THE CENTER LINE OF THE STUCK RIVER;

26-ROW.DOCX

Page 4 of 6

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THENCE EASTERLY ALONG THE CENTER LINE OF SAID STUCK RIVER 18 FEET TO A POINT 26 ¼° WEST OF THE POINT OF BEGINNING;

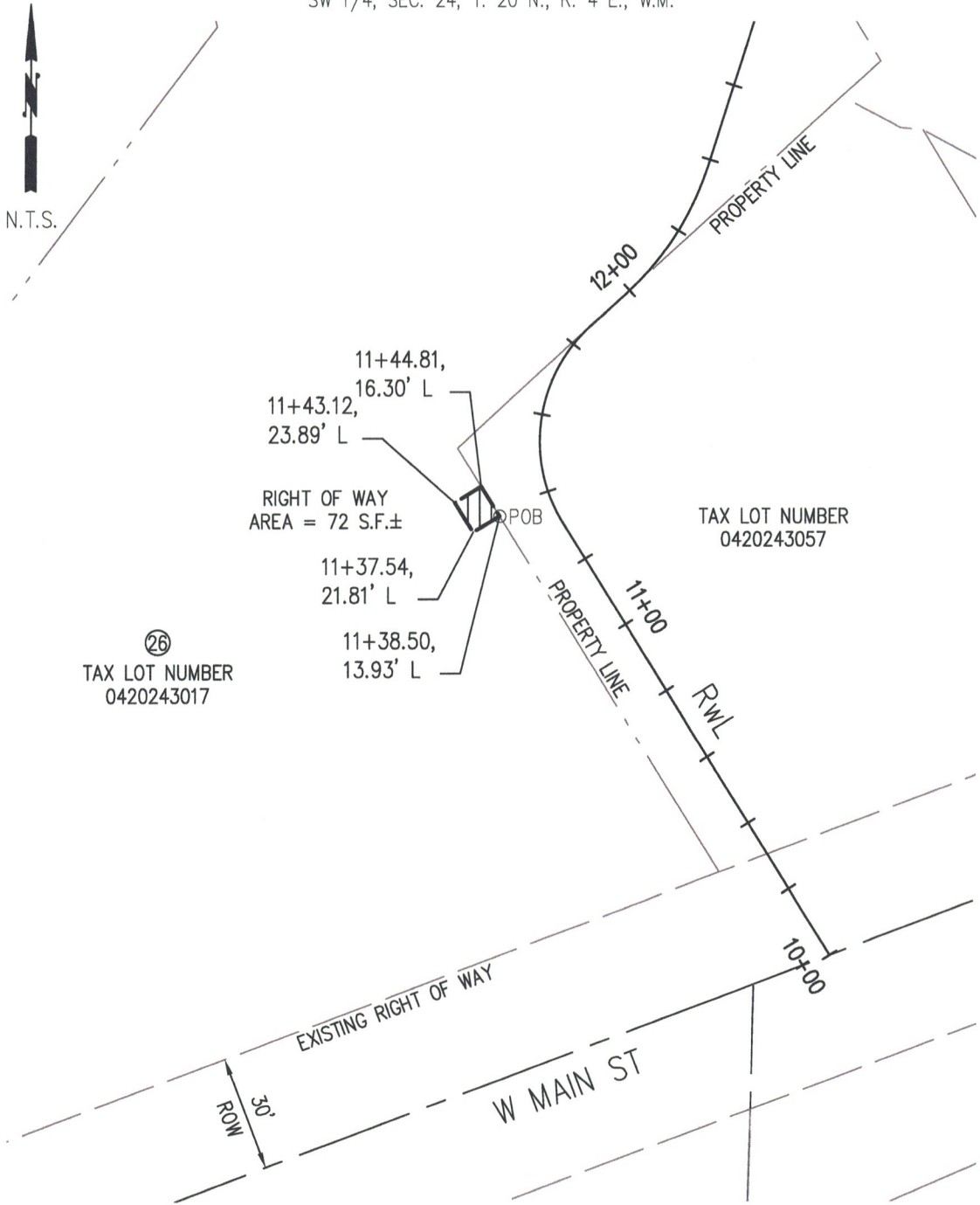
THENCE SOUTH 26 ¼° EAST OF THE PLACE OF BEGINNING;

ALSO, EXCEPT STUCK VALLEY ROAD.

11/19/24



SW 1/4, SEC. 24, T. 20 N., R. 4 E., W.M.



DATE: NOVEMBER 18, 2024

FILE: 26.DWG

KPG
PSOMAS

Seattle
3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT B
PARCEL 0420243017
RIGHT OF WAY ACQUISITION

After recording return document to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

Document Title: Temporary Easement
Grantor: Raymond E. Tibeau
Grantee: City of Sumner
Legal Description: Ptn. SW 24-20-4
Additional Legal Description is on Page 4 and 5 of Document.
Assessor's Tax Parcel Number: 0420243017

TEMPORARY EASEMENT

CITY OF SUMNER FRYAR AVENUE SHARED USE TRAIL

The Grantor(s), Raymond E. Tibeau, Trustee of the Raymond E. Tibeau Family Living Trust, dated August 12, 2024, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the City of Sumner, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of ingress, egress, for any and all purposes incidental to constructing, installing, and inspecting slopes, walls, sidewalks, curbs, gutters, drainage and other related road and utility construction activities, including driveway reconnection.

Said lands being situated in Pierce County, State of Washington, and described in Exhibit A and B, attached hereto, and made a part hereof.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on January 31, 2027, hereinafter the "Term".

Grantee shall provide Grantor written notice no less than 14 days in advance of Grantee's intent to exercise its rights under this Temporary Easement.

TEMPORARY EASEMENT

It is further agreed that this Temporary Easement may be extended by up to one (1) year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated waiver valuation; whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

All project improvements shall be constructed entirely within the public right of way. In the event private improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, they shall be restored or replaced in as good or better condition as they were immediately before Grantee entered the Easement Area. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

Dated: 5.13, 2025


Raymond E. Tibeau

Accepted and Approved

City of Sumner

By: _____
Name: _____
Title: _____

Date: _____, 20_____

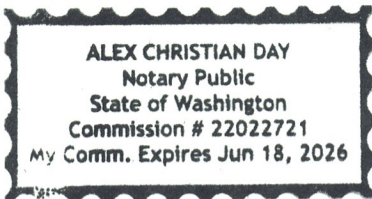
TEMPORARY EASEMENT

**ACKNOWLEDGMENT
(Trustee)**

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Raymond E. Tibeau is the person who appeared before me, and that said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as trustee of the Raymond E. Tibeau Family Living Trust, dated August 12, 2024, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of May, 2025.



Alex Day
(Print Name)
Alex Day
Notary Public in and for the State of Washington
Residing at Shoreline

My Appointment Expires:
6/18/2026

EXHIBIT A
PARCEL NO. 0420243017
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OPPOSITE STATION Rwl 10+35.36, AS SHOWN ON CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, 25.00 FEET SOUTHWESTERLY THEREFROM;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 11+48, 31.31 FEET SOUTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 11+56.28, 25.63 FEET NORTHWESTERLY THEREFROM;

THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 11+44.81, 16.30 FEET SOUTHWESTERLY THEREFROM;

THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 11+43.12, 23.89 FEET SOUTHWESTERLY THEREFROM;

THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 11+37.54, 21.81 FEET SOUTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 11+38.50, 13.93 FEET SOUTHWESTERLY THEREFROM;

THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 10+33.04, 13.00 FEET SOUTHWESTERLY THEREFROM;

THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 10+35.36, 25.00 FEET SOUTHWESTERLY THEREFROM AND THE POINT OF BEGINNING.

CONTAINING 1,498 SQUARE FEET, MORE OR LESS.

TRACT:

(PER CHICAGO TITLE COMPANY ORDER NO. 243697, DATED OCTOBER 30, 2024)

PARCEL A:

BEGINNING AT THE NORTH LINE OF WEST MAIN STREET AND THE WEST LINE OF THE W.M. KINCAID DONATION LAND CLAIM IN SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;

THENCE SOUTH 67°40' WEST 9.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 32°37' WEST 170 FEET, MORE OR LESS, TO THE CENTER LINE OF THE STUCK RIVER;

THENCE SOUTH 67°40' WEST ALONG THE CENTER LINE OF SAID RIVER;

THENCE SOUTH 26°15' EAST 167.65 FEET TO THE NORTH LINE OF MAIN STREET;

26-TCE.DOCX

Page 4 of 6

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THENCE NORTH 67°40' EAST 115.12 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF COUNTY ROAD IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., 30 FEET NORTH AND 107 FEET SOUTHWESTERLY OF A STONE MONUMENT AT THE INTERSECTION OF THE WEST BOUNDARY OF THE W.M. KINCAID DONATION LAND CLAIM, WITH THE CENTER OF SAID COUNTY ROAD;

THENCE SOUTHWESTERLY ALONG THE NORTH BOUNDARY OF SAID COUNTY ROAD 18 FEET;

THENCE NORTH 26 1/4° WEST TO THE CENTER LINE OF THE STUCK RIVER;

THENCE EASTERLY ALONG THE CENTER LINE OF SAID STUCK RIVER 18 FEET TO A POINT 26 1/4° WEST OF THE POINT OF BEGINNING;

THENCE SOUTH 26 1/4° EAST OF THE PLACE OF BEGINNING;

ALSO, EXCEPT STUCK VALLEY ROAD.

11/19/24

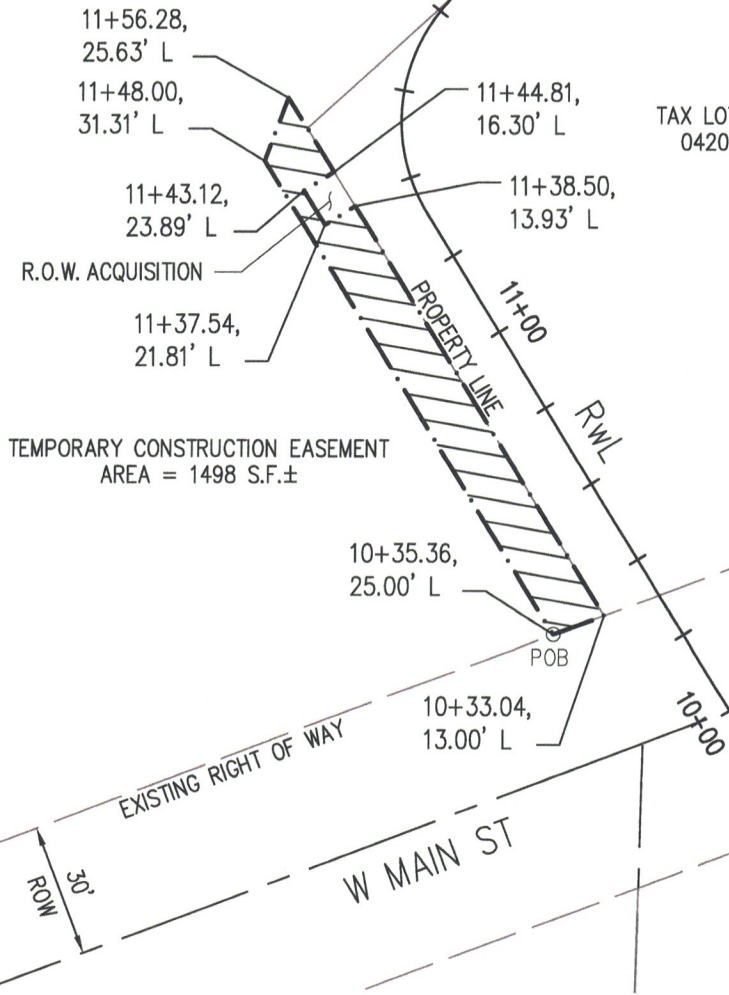


SW 1/4, SEC. 24, T. 20 N., R. 4 E., W.M.



26
TAX LOT NUMBER
0420243017

TAX LOT NUMBER
0420243057



DATE: NOVEMBER 18, 2024

FILE: 26.DWG

KPG
PSOMAS

Seattle
3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT B
PARCEL 0420243017
TEMPORARY CONSTRUCTION EASEMENT

SUBJECT: Fryar Ave Trail Partial Land Acquisition - Crane

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$3,100.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Acquisition Documents -Crane

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Fryar Trail Project will construct approximately 3,300 linear feet of shared use path that parallels Fryar Avenue from West Main Street to Puyallup Street. In order to construct the project, partial acquisitions and/or easements are needed from twenty-three parcels along the project corridor. These twenty-three parcels are owned by thirteen different property owners. The City of Sumner was awarded \$655,143 in Federal CMAQ funding for right of way purchases and \$5,000,000 in WSDOT Pedestrian & Bicycle Safety Program state funds for completing the design, right of way, and construction of the project.

As part of the project, the City is required to perform a row acquisition from Scott and Sarah Crane. These documents are to approve acquisitions from the property owner, including one small portion of fee simple property from parcel 0420247008 and one fee simple from parcel 0420247012. The total cost of these acquisitions is \$3,100.00 to compensate Scott and Sarah Crane. This acquisition was thoroughly negotiated, and the compensation is reasonable and prudent.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee


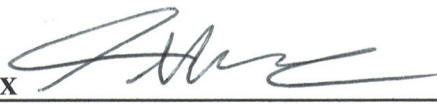

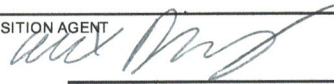
MEETING/STUDY SESSION DATE: 7/1/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of the Scott and Sarah Crane property for a total amount of \$3,100.00 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

REAL PROPERTY VOUCHER

AGENCY NAME <p style="text-align: center;">City of Sumner 1104 Maple Street Sumner, WA 98390</p>		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.		
GRANTOR OR CLAIMANT (NAME, ADDRESS) Scott Crane and Sarah Crane 6407 82nd Street East Puyallup, WA 98371		TIN/SSN: 	SIGNATURE (IN INK) FOR EACH CLAIMANT X 	DATED 6-12-25
PROJECT NO. AND TITLE Fryar Avenue Shared Use Trail A15.0029		X 		6/12/25
FEDERAL AID NO. TAP 1270(012)	PARCEL NO. 0420247008 & 0420247012	Sarah Crane		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: Warranty deed		DATED 6/12/25	\$ AMOUNT	
LAND: Fee Acquisition: 870 SF		+	\$3,100.00	
IMPROVEMENTS:		+		
DAMAGES: Cost to Cure Proximity Other		+		
SPECIAL BENEFITS		+		
JC (Just Compensation) Amount			\$3,100.00	
REMAINDER: Uneconomic Remnant Excess Acquisition		+		
ADMINISTRATIVE SETTLEMENT		+		
STATUTORY EVALUATION ALLOWANCE		+		
ESCROW FEE		+		
REAL ESTATE EXCISE TAX		+		
OTHER:		+		
ACQUISITION AGENT 	DATE 6/12/25	Voucher No.	TOTAL AMOUNT PAID \$3,100.00	
AUTHORIZED AGENT FOR AGENCY	DATE			

After recording return document to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

Document Title: Warranty Deed
Grantors: Scott D. Crane and Sarah Crane
Grantee: City of Sumner
Legal Description: Ptn. LT 1, PC SP NO. 78-696
Additional Legal Description is on Page 4 and 5 of Document
Assessor's Tax Parcel Number: 0420247008

WARRANTY DEED

CITY OF SUMNER FRYAR AVENUE SHARED USE TRAIL

The Grantor(s), Scott D. Crane and Sarah Crane, husband and wife, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the City of Sumner, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, together with any after acquired interest of the grantor:

For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder of the herein described Parcel "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.


It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

WARRANTY DEED

Date: 6/12, 2025



Scott D. Crane



Sarah Crane

Accepted and Approved

City of Sumner

By: _____

Kathy Hayden

Mayor of the City of Sumner

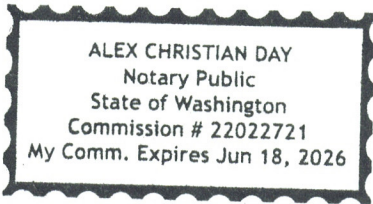
Date: _____

WARRANTY DEED

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Scott D. Crane and Sarah Crane are the persons who appeared before me, and that said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 12th day of June, 2025.



Alex Day
(Print Name)
Alex Day
Notary Public in and for the State of Washington
Residing at Shoreline

My Appointment Expires:
6/18/2026

EXHIBIT A
PARCEL NO. 0420247008
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE STATION Rwl 14+62.41, AS SHOWN ON CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, 14.05 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 14+56.50, 14.57 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 14+26.10, 14.34 FEET EASTERLY THEREFROM AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 556 SQUARE FEET, MORE OR LESS.

PARCEL "A":

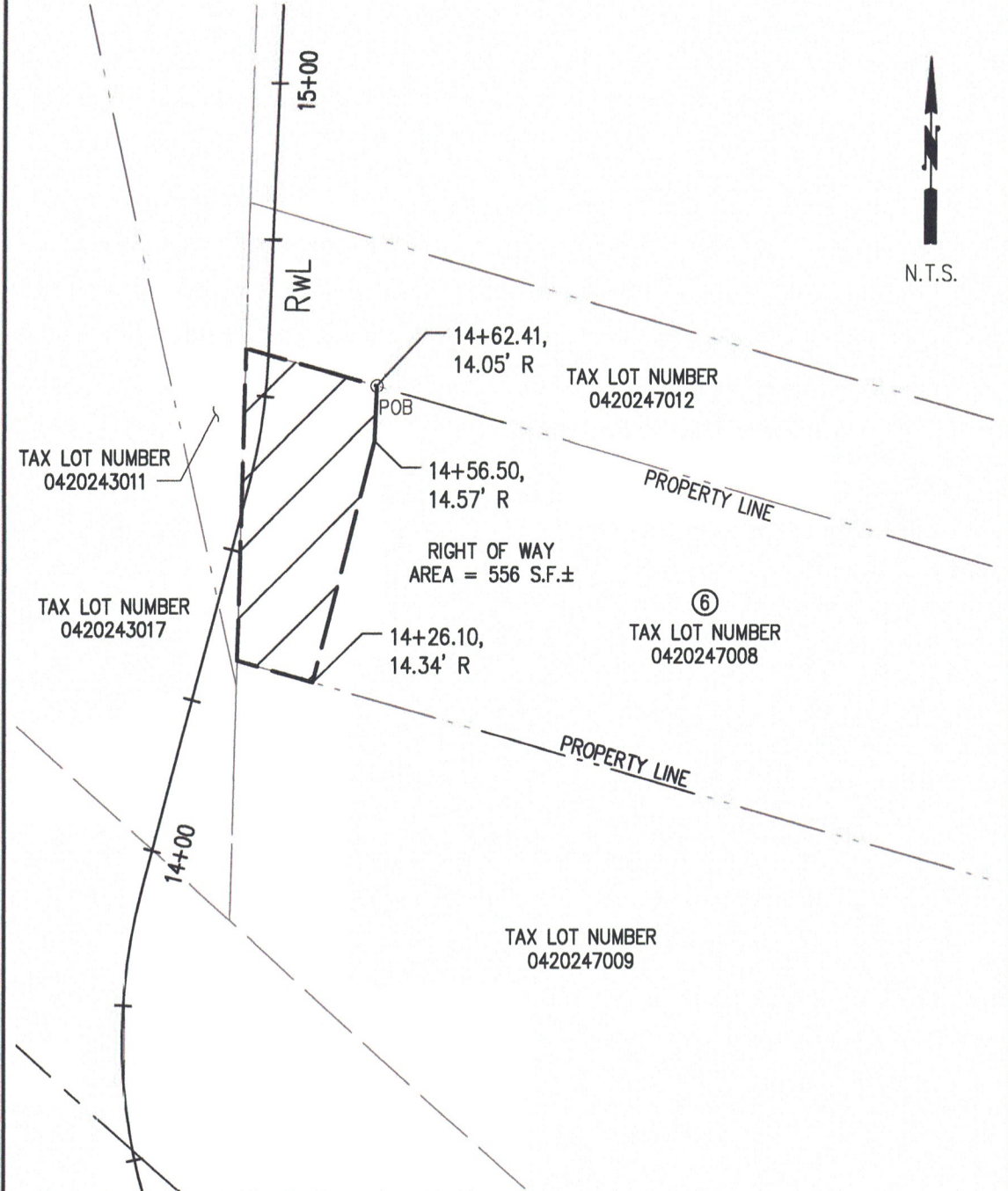
(PER CHICAGO TITLE COMPANY ORDER NO. 242496, DATED JULY 18, 2024)

LOT 1, PIERCE COUNTY SHORT PLAT NO. 78-696, RECORDED SEPTEMBER 19, 1978 UNDER RECORDING NUMBER 7809190696, RECORDS OF PIERCE COUNTY, WASHINGTON;

10/16/24



SW 1/4, SEC. 24, T. 20 N., R. 4 E., W.M.



DATE: SEPTEMBER 4, 2024

FILE: 6.DWG

KPG
PSOMAS
Seattle
3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.296.1840
Tacoma | Wenatchee | KPG.com

EXHIBIT B
PARCEL 0420247008
RIGHT OF WAY ACQUISITION

After recording return document to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

Document Title: Warranty Deed
Grantors: Scott D. Crane and Sarah Crane
Grantee: City of Sumner
Legal Description: Ptn. NE SW 24-20-04
Additional Legal Description is on Page 4 and 5 of Document
Assessor's Tax Parcel Number: 0420247012

WARRANTY DEED

CITY OF SUMNER FRYAR AVENUE SHARED USE TRAIL

The Grantor(s), Scott D. Crane and Sarah Crane, husband and wife, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the City of Sumner, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, together with any after acquired interest of the grantor:

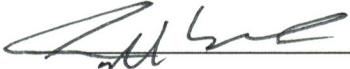
For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder of the herein described Parcel "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.

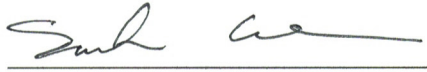
It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

WARRANTY DEED

Date: 6/12, 2025



Scott D. Crane



Sarah Crane

Accepted and Approved

City of Sumner

By: _____
Kathy Hayden
Mayor of the City of Sumner

Date: _____

AREA EXHIBIT A
PARCEL NO. 0420247012
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE STATION Rwl 14+80.41, AS SHOWN ON SAID CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, 14.00 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 14+62.41, 14.05 FEET EASTERLY THEREFROM AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 314 SQUARE FEET, MORE OR LESS.

PARCEL "A":

AN 18 FOOT WIDE STRIP NORTHWARD AND PARALLEL TO THE NORTH LINE OF LOT 1, PIERCE COUNTY SHORT PLAT NO. 78-696, RECORDED SEPTEMBER 19, 1978 UNDER RECORDING NUMBER 7809190696, RECORDS OF PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SHORT PLAT NO. 78-696;

THENCE NORTH 00°28'00" EAST 18.52 FEET;

THENCE SOUTH 75°00'00" EAST 153.29 FEET TO THE NORTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT NO. 78-696;

THENCE SOUTH 20°00'00" WEST ALONG THE WEST LINE OF SAID LOT 3, 18 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID SHORT PLAT NO. 78-696;

THENCE NORTH 75°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 1, 147.07 FEET TO THE NORTHWEST CORNER THEREOF, AND THE TRUE POINT OF BEGINNING.

10/16/24



7-ROW.DOCX

Page 4 of 5
KPG
TACOMA · SEATTLE

SW 1/4, SEC. 24, T. 20 N., R. 4 E., W.M.

TAX LOT NUMBER
0420243011

TAX LOT NUMBER
0420247013



RWL

15+00

POB

14+80.41,
14.00' R

RIGHT OF WAY
AREA = 314 S.F.±

PROPERTY LINE

TAX LOT NUMBER
0420247012

14+62.41,
14.05' R

PROPERTY LINE

TAX LOT NUMBER
0420243017

TAX LOT NUMBER
0420247008

14+00

DATE: SEPTEMBER 4, 2024

FILE: 7.DWG

KPG
PSOMAS

Seattle
3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.288.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT B
PARCEL 0420247012
RIGHT OF WAY ACQUISITION

SUBJECT: Fryar Ave Trail Partial Land Acquisition - Park Plaza

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$7,600.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Acquisition Documents-Park Plaza

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Fryar Trail Project will construct approximately 3,300 linear feet of shared use path that parallels Fryar Avenue from West Main Street to Puyallup Street. In order to construct the project, partial acquisitions and/or easements are needed from twenty-three parcels along the project corridor. These twenty-three parcels are owned by thirteen different property owners. The City of Sumner was awarded \$655,143 in Federal CMAQ funding for right of way purchases and \$5,000,000 in WSDOT Pedestrian & Bicycle Safety Program state funds for completing the design, right of way, and construction of the project.

As part of the project, the City is required to perform a row acquisition from Park Plaza II, LLC. These documents are to approve acquisitions from the property owner, including one small portion of fee simple property and one permanent easement. The total cost of these acquisitions is \$7,600.00 to compensate Park Plaza II, LLC. This acquisition was thoroughly negotiated, and the compensation is reasonable and prudent.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

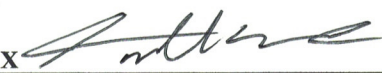

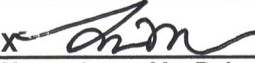
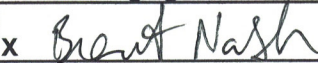

MEETING/STUDY SESSION DATE: 7/1/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of the Park Plaza II, LLC property for a total amount of \$7,600.00 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner 1104 Maple Street Sumner, WA 98390		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT X 	DATED 6/11/25
GRANTOR OR CLAIMANT (NAME, ADDRESS) Park Plaza II, LLC 1006 Fryar Avenue STE 103 Sumner, WA 98390		TIN/SSN: 	Name: Scott Crane Title: Managing Member
		X 	6/11/25
PROJECT NO. AND TITLE Fryar Avenue Shared Use Trail A15.0029		Name: Laura VanDyk Title: Managing Member	
		X 	6-11-25
FEDERAL AID NO. TAP 1270(012)	PARCEL NO. 0420247013	Name: Brent Nash Title: Managing Member	
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED 6/11/25	\$ AMOUNT
Warranty Deed, Slope Easement			
LAND:	Fee acquisition: 2,079 SF	+	\$7,300.00
	Slope Easement: 114 SF	+	\$300.00
IMPROVEMENTS:		+	
DAMAGES:			
Cost to Cure		+	
Proximity		+	
Other		+	
SPECIAL BENEFITS			
JC (Just Compensation) Amount			\$7,600.00
REMAINDER:			
Uneconomic Remnant		+	
Excess Acquisition		+	
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	
ACQUISITION AGENT 	DATE 6/11/25	Voucher No.	TOTAL AMOUNT PAID \$7,600.00
AUTHORIZED AGENT FOR AGENCY	DATE		

After recording return document to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

Document Title: Warranty Deed
Grantor: Park Plaza II, LLC
Grantee: City of Sumner
Legal Description: Ptn. Parcel A, LLA 200406085004
Additional Legal Description is on Page 5 and 6 of Document
Assessor's Tax Parcel Number: 0420247013

WARRANTY DEED

CITY OF SUMNER FRYAR AVENUE SHARED USE TRAIL

The Grantor, Park Plaza II, LLC, a Washington limited liability company, which acquired title as Park Plaza II LLC, a Washington limited liability company, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the City of Sumner, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, together with any after acquired interest of the grantor:

For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder of the herein described Parcel "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.

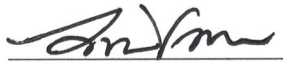
WARRANTY DEED

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

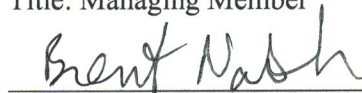
Date: 6/11/2025, _____



Name: Scott Crane
Title: Managing Member



Name: Laura VanDyk
Title: Managing Member



Name: Brent Nash
Title: Managing Member

Accepted and Approved

City of Sumner

By: _____
Kathy Hayden
Mayor of the City of Sumner

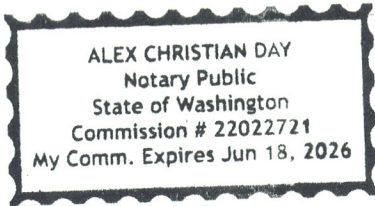
Date: _____

WARRANTY DEED

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Scott Crane
is/are the person(s) who appeared before me, and said person(s) acknowledged he/she/they signed this
instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as
the Managing Member of the Park Plaza II, a Limited Liability Company, to
be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 11th day of June, 2025.

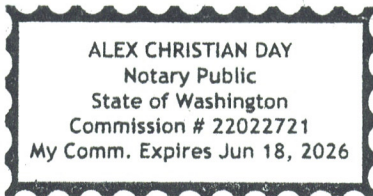


Alex Day
(Print Name)
Alex Day
Notary Public in and for the State of Washington
Residing at Shoreline, WA
My Appointment Expires:
6/18/2026

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Laura Van Dyk
is/are the person(s) who appeared before me, and said person(s) acknowledged he/she/they signed this
instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as
the Managing Member of the Park Plaza II, a Limited Liability Company, to
be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 11th day of June, 2025.



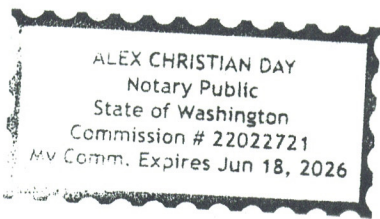
Alex Day
(Print Name)
Alex Day
Notary Public in and for the State of Washington
Residing at Shoreline
My Appointment Expires:
6/18/2026

WARRANTY DEED

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Brent Nash
is/are the person(s) who appeared before me, and said person(s) acknowledged he/she/they signed this
instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as
the managing member of the Park Plaza, II, a Limited Liability Company, to
be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 11th day of June, 2025.



Alex Day
(Print Name)
[Signature]
Notary Public in and for the State of Washington
Residing at Shoreline

My Appointment Expires:
6/18/2026

EXHIBIT A
PARCEL NO. 0420247013
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE STATION Rwl 16+27.51, AS SHOWN ON SAID CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, 13.00 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 15+79.00, 13.02 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 14+80.41, 14.00 FEET EASTERLY THEREFROM AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 2,079 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER CHICAGO TITLE COMPANY ORDER NO. 242497, DATED JULY 18, 2024)

PARCEL A OF CITY OF SUMNER LOT LINE ADJUSTMENT PLN 2004-00056 RECORDED JUNE 8, 2004 UNDER RECORDING NUMBER 200406085004, IN PIERCE COUNTY, WASHINGTON.

09/24/24



SW 1/4, SEC. 24, T. 20 N., R. 4 E., W.M.

TAX LOT NUMBER
0420243028

16+27.51,
13.00' R

TAX LOT NUMBER
0420247002



EXISTING RIGHT OF WAY

16+00

POB

PROPERTY LINE

15+79.00,
13.02' R

RIGHT OF WAY
AREA = 2079 S.F.±

⑧
TAX LOT NUMBER
0420247013

RWL

15+00

14+80.41,
14.00' R

PROPERTY LINE

TAX LOT NUMBER
0420247012

DATE: SEPTEMBER 4, 2024

FILE: 8.DWG

KPG
PSOMAS

Seattle
3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.266.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT B
PARCEL 0420247013
RIGHT OF WAY ACQUISITION

After recording return document to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

Document Title: Slope Easement
Grantor: Park Plaza II, LLC
Grantee: City of Sumner
Legal Description: Ptn. Parcel A, LLA 200406085004
Additional Legal Description is on Page 5 and 6 of Document
Assessor's Tax Parcel Number: 0420247013

SLOPE EASEMENT

CITY OF SUMNER FRYAR AVENUE SHARED USE TRAIL

The Grantor, Park Plaza II, LLC, a Washington limited liability company, which acquired title as Park Plaza II LLC, a Washington limited liability company, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey(s) and grant(s) unto the City of Sumner and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, a permanent non-exclusive easement over, across, along, in, upon and under the hereinafter described lands for the purpose of the Fryar Avenue Shared Use Trail project, including but not limited to installing, constructing, accessing, maintaining, removing, repairing, and replacing slopes and/or slope cuts, together with all connections, and appurtenances thereto, together with the right of ingress to and egress from said described property for the foregoing purposes.

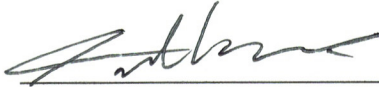
Said lands being situated in Pierce County, State of Washington, and described as follows:

For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof

EASEMENT

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Sumner** unless and until accepted and approved hereon in writing for the **City of Sumner**, by its authorized agent.


Date: 6/11/2025, _____



Name: Scott Crane
Title: Managing Member



Name: Laura VanDyk
Title: Managing Member



Name: Brent Nash
Title: Managing Member

Accepted and Approved

City of Sumner

By: _____

Kathy Hayden
Mayor of the City of Sumner

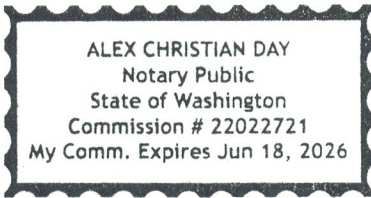
Date: _____

EASEMENT

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Scott Crane
is/are the person(s) who appeared before me, and said person(s) acknowledged he/she/they signed this
instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as
the Managing Member of the Park Plaza II, a Limited Liability Company, to
be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 11th day of June, 2025.

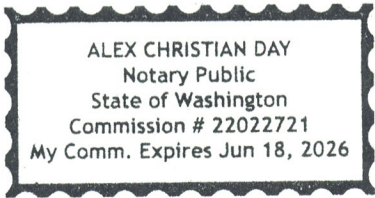


Alex Day
(Print Name)
Alex Day
Notary Public in and for the State of Washington
Residing at Shoreline
My Appointment Expires:
6/18/2026

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Laura Van Pelt
is/are the person(s) who appeared before me, and said person(s) acknowledged he/she/they signed this
instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as
the Managing Member of the Park Plaza II, a Limited Liability Company, to
be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 11th day of June, 2025.



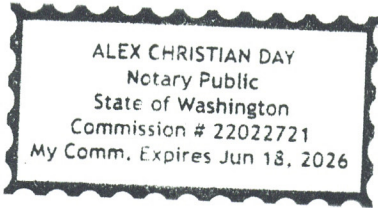
Alex Day
(Print Name)
Alex Day
Notary Public in and for the State of Washington
Residing at Shoreline
My Appointment Expires:
6/18/2026

EASEMENT

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Brent Nash
is/are the person(s) who appeared before me, and said person(s) acknowledged he/she/they signed this
instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as
the Managing Member of the Park Plaza II, a Limited Liability Company, to
be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 11th day of June, 2025.



Alex Day
(Print Name)
Alex Day
Notary Public in and for the State of Washington
Residing at Shoreline

My Appointment Expires:
6/18/2026

EXHIBIT A
PARCEL NO. 0420247013
SLOPE EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OPPOSITE STATION $RwL\ 15+57.30$, AS SHOWN ON CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, 13.86 FEET EASTERLY THEREFROM;

THENCE EASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION $15+57.37$, 16.86 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION $15+19.00$, 17.00 FEET EASTERLY THEREFROM;

THENCE WESTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION $15+19.00$, 14.00 FEET EASTERLY THEREFROM;

THENCE NORTHERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

CONTAINING 114 SQUARE FEET, MORE OR LESS.

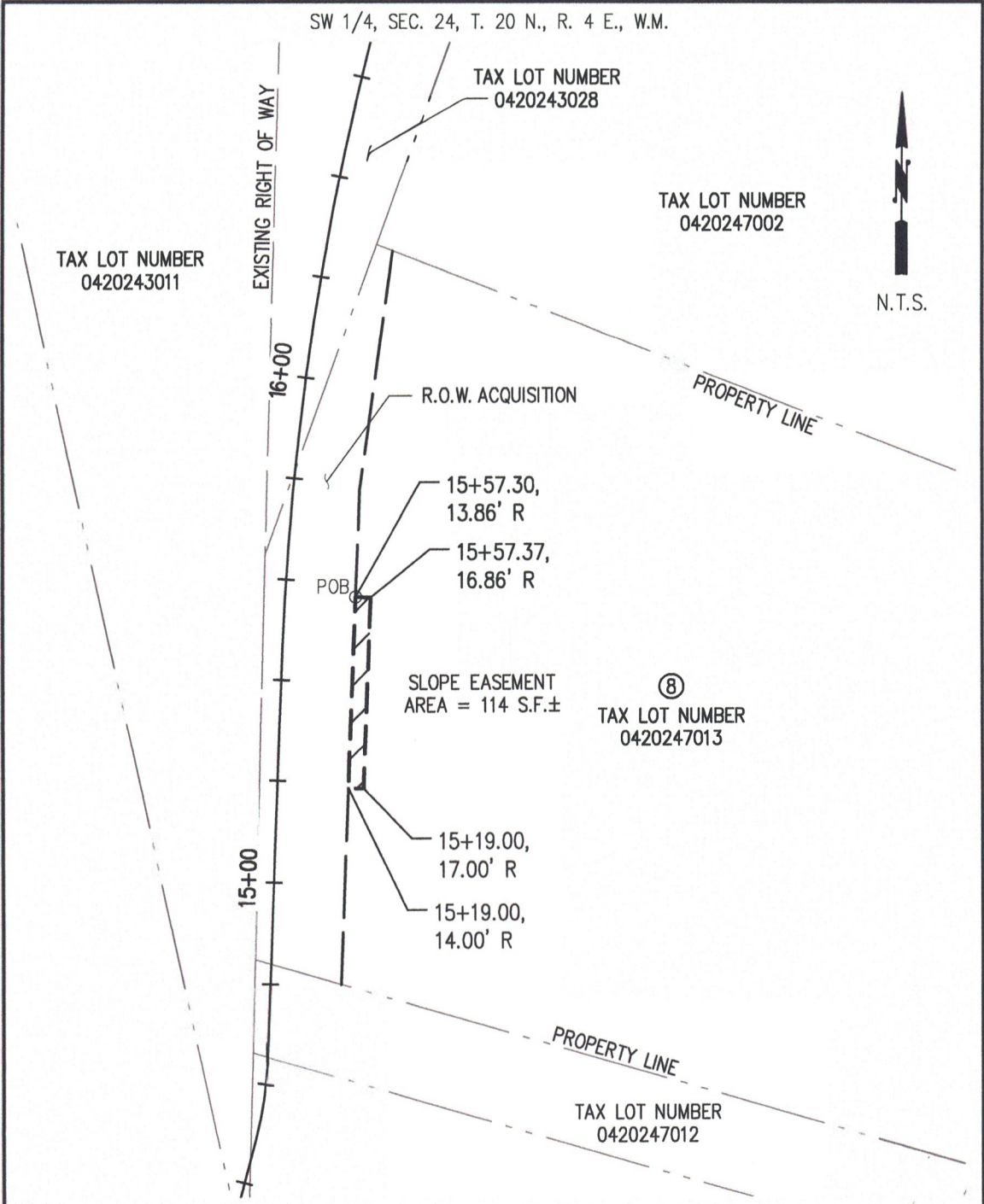
PARCEL "A":

(PER CHICAGO TITLE COMPANY ORDER NO. 242497, DATED JULY 18, 2024)

PARCEL A OF CITY OF SUMNER LOT LINE ADJUSTMENT PLN 2004-00056 RECORDED JUNE 8, 2004 UNDER RECORDING NUMBER 200406085004, IN PIERCE COUNTY, WASHINGTON.

09/24/24





DATE: SEPTEMBER 4, 2024

FILE: 8.DWG

KPG
PSOMAS
 Seattle
 3131 Elliott Avenue, Suite 400
 Seattle, WA 98121 206.286.1640
 Tacoma | Wenatchee | KPG.com

EXHIBIT B
 PARCEL 0420247013
 SLOPE EASEMENT

SUBJECT: Resolution No.1725: Port of Everett ILA - Cooperative Purchasing

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1725: Port of Everett ILA - Cooperative Purchasing

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:

Resolution No. 1725 authorizes an Interlocal Agreement (ILA) between the City of Sumner and the Port of Everett to enable cooperative purchasing. This agreement allows the City of Sumner to utilize the port of Everetts JOC (Job Order Contracting) contract, resulting in increased efficiency, cost savings, and improved service delivery. By formalizing this agreement, the City can take advantage of existing competitive bid pricing offered by the Port of Everett and benefit from shared procurement best practices. The agreement is authorized under the Interlocal Cooperation Act (RCW 39.34).

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/1/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1725 authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and the Port of Everett in a form as approved by the City Attorney.

**RESOLUTION NO. 1725
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF SUMNER AND THE PORT OF EVERETT PROVIDING FOR THE PROCUREMENT OF VARIOUS SUPPLIES, MATERIALS, EQUIPMENT, SERVICES AND PUBLIC WORKS, USING THE PORT'S COMPETITIVELY AWARDED CONTRACTS.

WHEREAS, the City of Sumner and the Port of Everett, both public agencies, seek to enter into an interlocal cooperative purchasing agreement to cooperatively purchase goods, services, materials, equipment and supplies under contracts awarded through competitive bidding processes and which contain a provision informing bidders that other public agencies shall have the right to cooperatively purchase the goods and/or services upon the same accepted price, terms and conditions; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Sumner to enter into said interlocal cooperative purchasing agreement; and

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

Section 1. Authorization. Pursuant to the authority outlined in RCW 39.34.030, the City Council hereby approves the Interlocal Cooperative Purchasing Agreement between the City of Sumner and the Port of Everett to provide for various supplies, materials, equipment, services and public works, using competitively awarded contracts, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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

Section 3. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

Section 4. Effective Date. This resolution shall take effect and be in force immediately upon passage by City Council.

ADOPTED AND APPROVED this ___ day of _____, 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

In accordance with Chapter 39.34 RCW and with all other applicable laws, the Port of Everett, a port district organized under the laws of the State of Washington, and _____, a _____ organized under the laws of the State of Washington, (each “**Agency**”, collectively “**Agencies**”) hereby agree to cooperative governmental purchasing agreement (“**Agreement**”) for various supplies, materials, equipment, services and public works, using competitively awarded contracts. The following terms and conditions shall apply:

1. Each Agency, in contracting for the purchase of supplies, materials, equipment, services and public works, agrees to extend contracts for shared use with the other Agency at each Agency’s discretion to the extent permitted by law and as agreed upon by those Agencies and the parties to the underlying contracts (“**Vendors**”).
2. Each Agency may insert in its solicitations a provision disclosing that other authorized governmental agencies may also wish to utilize the resulting contract and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms, and conditions.
3. Any purchases by one Agency that are extended to the other Agency shall be effectuated by a purchase order, p-card, or contract from the purchasing Agency and directed to the vendor(s).
4. The originating contracting Agency does not accept responsibility or liability for the performance of any Vendor used by the purchasing Agency as a result of this Agreement.
5. Each agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order for that agency that it obtained as a result of this Agreement.
6. Each Agency shall comply with and obey all state, federal, and local laws, regulations, and ordinances, as well as their own internal policies, applicable to the performance of this Agreement, including but not limited to all statutory contracting requirements.
7. This Agreement shall remain in force until cancelled in writing by either party. If this Agreement is cancelled while either Agency is awaiting items purchased prior to cancellation of this Agreement as a result of this Agreement, the party remains responsible for fulfilling payment and any other obligations relating to that purchase.
8. Each Agency using a contract let by the original contracting Agency shall be solely responsible for negligent or wrongful acts arising out of or related to its use of the contract, and shall defend and indemnify the Agency that awarded the original contract from any claim, cost, or expense, including reasonable attorney's fees, arising there from, except that the Agency which awarded the original contract shall defend, indemnify, and hold harmless other government parties using the contract from any claim, cost, or expense, including attorney's

fees, caused by or related to the original Agency's erroneous representation to the purchasing Agency that the original award of the contract complied with the requirements of RCW 39.34.030(5)(b) as now or hereafter amended.

9. Upon execution of this Agreement, each Agency shall either post the executed Agreement online or file it with its county auditor.
10. Neither Agency shall assign its rights in this Agreement.
11. No separate legal or administrative entity is created by this Agreement. Neither party is authorized to bind the other party to any contract or obligation.
12. This Agreement may be modified by a writing explicitly identify it as a modification or amendment of this Agreement that is signed by authorized representatives of each agency.

_____ Port of Everett

By: _____
Name: _____
Title: _____

By: _____
Lisa Lefebber
Title: Chief Executive Officer/Executive Director

SUBJECT: Purchase and Sale Agreement with Sonoco for Acquisition of Water Rights

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$2,900 per acre-foot

Within Budget Allocation: Yes

ATTACHMENTS:

1. Purchase and Sale Agreement
-

STAFF CONTACT: Robert Wright, Assistant Engineering Manager, Ryan Johnstone, Public Works Deputy Director - Operations

SUMMARY BACKGROUND:

The recently closed Sonoco Products Company plant located at 1802 Steele Ave produced cardboard boxes using water from a well located on their property and in proximity to the City of Sumner Central Well. The groundwater rights associated with this well are year-round groundwater rights for 700 gallons per minute (gpm) and 1,120 acre-feet (af). In a preliminary investigation conducted by the City, data was obtained indicating an actual annual withdrawal of 180 acre-feet/year from this well in the last five years. Groundwater modeling of the Sonoco groundwater rights indicates that the cessation of the annual production from this well results in improvement of flows in the White and Puyallup Rivers. Based on the five-year demonstrated use and the modeling results, the City plans to purchase these groundwater rights, pending verification and approval by the Washington State Department of Ecology, and place them permanently into the Water Rights Trust to provide Tier 2 mitigation due to proposed additional withdrawals of groundwater from the Central and Dieringer Wells. In order to determine the value of these groundwater rights, the City contracted with WestWater in July 2024 to complete a market analysis of current groundwater rights and a valuation of the Sonoco groundwater rights. The value of these groundwater rights is \$2,900 per af. The next step will be review and verification of the available water rights and approval of the purchase by the Washington State Department of Ecology.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/1/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the purchase and sale agreement with Sonoco and authorizing the Mayor and/or City Administrator to execute any and all necessary documents to effectuate the water right purchase and transfer in a form as approved by the City Attorney.

WATER RIGHTS PURCHASE AND TRANSFER AGREEMENT

RECITALS

This water rights purchase and transfer agreement (this “Agreement”) is made this __day of _____, 2025 by and between City of Sumner, a Washington municipal corporation (“City” or “Transferee”), and Sonoco Products Company, a South Carolina corporation (“Transferor”). Transferor agrees to transfer to the City all of its right, title and interest in and to certain water rights (the “Water Rights”) evidenced by the following water certificates issued by the State of Washington: Certificate 290-D (G2-*00332SWRIS) and Certificate 291-D (G2-*00333SWRIS), issued in the name of Fibreboard Products, Inc. The Water Rights certificates are attached hereto as Exhibit A.

Transferor represents that the Water Rights are currently appurtenant to Transferor’s real property in Sumner, Washington, which property is described in Exhibit B (“Transferor’s Property”), and that the Water Rights have not been assigned, conveyed, or promised to any other person or entity. Transferor acknowledges that water right change applications must be submitted to, and approved by, the Washington State Department of Ecology (“Ecology”) before the Transferee can legally use the Water Rights at the places and for the purposes which it intends.

This Agreement sets forth the obligations of the Transferor and the City with regard to the sale and transfer of the Water Rights.

1. **Transfer of Title and Recording.** Upon execution of this Agreement, Transferor shall execute and deliver to the City a Water Right Conveyance transferring title to the Water Rights to the City, in the form attached in Exhibit C. The City shall not record the Water Right Conveyance until after final approval of the Change Applications as described in Section 3. When the final purchase price is determined pursuant to Section 4, the City shall prepare, and the Transferor shall sign, a Real Estate Excise Tax Affidavit indicating the amount of the purchase price and any tax due upon recording. The City shall be responsible for fees and taxes due upon recording the Water Right Conveyance.

2. **Submittal of Water Rights Change Applications.** The City shall prepare and the Transferor shall sign the necessary water rights change applications for filing with Ecology. The water rights change applications shall include application to change the place of use, purpose of use and points of withdrawal for the water rights (the “Change Applications”) for transfer to the City’s municipal water system or for use as mitigation for other water right applications. The Change Applications may, but are not required to, propose new points of withdrawal for municipal use. Transferor shall provide to the City any information in its possession that is necessary to complete and process the Change Applications, including but not limited to records and/or affidavits regarding past usage of water authorized by the Water Rights. Transferor shall sign any documents requested by the City or Ecology in order to process or approve the Change Applications, and shall allow reasonable access to its property for inspections and site visits related to the Change Applications.

3. **Approval by Ecology.** Payment by the City to Transferor for the Water Rights is contingent upon final approval by Ecology of the Change Applications. Ecology shall be deemed to have approved all or a portion of the Change Applications whenever it has issued an appealable order approving the Change Applications, and the appeal time for such order has either expired or any appeal is resolved so as to result in final approval of the Change Applications in favor of the City.

4. **Purchase Price and Payment for Water Rights.** Within thirty (30) days after final approval of the Change Applications as described in the previous section, the City shall pay the Transferor the amount of \$2,900.00 per annual acre-foot of Water Rights approved for transfer to the City.

5. **Responsibility for Wells.** The parties understand that the wells associated with the Water Rights are physically located on real property belonging to Transferor, that the Transferor's property has been designated a contaminated site under Model Toxics Control Act (MTCA) for which the Transferor has been designated a Potential Liable Party by the Department of Ecology. The Transferee neither seeks, nor will it be allowed access to the wells or Transferor's property after acquiring the Water Rights. Transferor acknowledges that Ecology may require Transferor to decommission the wells associated with the Water Rights as a condition of approval of the Change Applications. The Parties specifically acknowledge that this provision shall not merge, and Transferor's responsibilities herein shall survive closing.

6. **Subordination or Removal of Liens and Encumbrances on Water Rights.** Transferor agrees to remove all liens and encumbrances on title to the Water Rights so that they are free and clear of any such liens or encumbrances. Alternatively, Transferor may obtain subordination of the liens and encumbrances from the lien holders to the Transferee's rights under this Agreement, in form satisfactory to Transferee, so that the Water Rights will be unencumbered by any such liens and encumbrances before the City is obligated to make payment per Section 4 of this Agreement.

7. **Representations and Warranties.** Transferee and Transferor agree that the validity and scope of the Water Rights, and the quantity of the Water Rights which can be changed to permit Transferee's intended use, will be determined by Ecology when rendering a decision on the Change Applications. Transferor does not provide any representations or warranties of the validity and scope of the Water Rights, other than those set forth in this Agreement, and Transferee is not relying upon any representations or warranties of the Transferor. Transferee and Transferor agree and acknowledge that Transferee accepts the Water Rights in its current condition, without any warranties or guarantees from Transferor regarding the environmental condition or suitability of the Water Rights.

8. **Further Assurances.** The parties agree that all documents to be delivered shall be in form and substance reasonably acceptable to Transferor and Transferee and necessary to carry out the intent of the parties hereto. The parties further agree to execute

15. **Waiver.** No claim of waiver, consent or acquiescence with respect to any provision of this Agreement shall be made against either party except on the basis of a written instrument executed by or on behalf of such party. A payment by Transferee of any monies due hereunder, with knowledge of any breach of this Agreement, shall not be deemed a waiver of such breach. A receipt by Transferor of any payment due hereunder, with knowledge of any breach of this Agreement, shall not be deemed a waiver of such breach. The party for whose benefit a condition is herein inserted shall have the unilateral right to waive such condition.

16. **Default.** In the event Transferee fails to complete the purchase of the Water Rights or to perform any covenant or agreement of Transferee contained herein, Transferor shall be entitled to: (i) specifically enforce this Agreement, or (ii) terminate this Agreement, and retain ownership of the Water Rights. If Transferor fails to perform any covenant or agreement of Transferor contained herein, Transferee may elect to (i) terminate this Agreement and receive a return of the Purchase Price paid, if any, together with any interest accumulated thereon, or (ii) specifically enforce this Agreement. Transferor hereby waives any right to damages which may arise from this Agreement, and waives the rights and benefits of any law, rule regulation or order now or hereafter existing that would allow Transferor to base an action for damages on this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

SONOCO PRODUCTS COMPANY



Elizabeth Kremer, its Assistant Secretary

CITY OF SUMNER

Jason Wilson, City Administrator

Approved as to form:

Thomas M. Pors, Special Assistant City Attorney

EXHIBIT A
WATER RIGHT CERTIFICATES

CERTIFICATE RECORD No. 1 PAGE No. 290-D UNDER DECLARATION OF CLAIM No. 332

STATE OF WASHINGTON, COUNTY OF Pierce

Certificate of Ground Water Right

Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and the rules and regulations of the State Supervisor of Hydraulics thereunder.

THIS IS TO CERTIFY That FIBREBOARD PRODUCTS, INC.

of Sumner, Washington has filed

in the office of the State Supervisor of Hydraulics of Washington Declaration of Claim No. 332

to withdraw ground waters of the State from a Pump Well,

located within the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 24, Twp. 20 N., Rge. 4 E.W.M.

for the purpose of Manufacturing.

The right to the use of said ground waters has been sustained and approved by the Supervisor of Hydraulics in accordance with Chapter 263, Laws of Washington for 1945, and is hereby entered of record in Volume 1 of Ground Water Certificates at page 290-D; the right approved has a priority of the year 1915; the amount of water which the Declarant is entitled to

withdraw for the aforesaid purpose is limited to the amount actually beneficially used and shall not exceed 700 gallons per minute; 1120 acre-feet per year; ~~and is appurtenant to the~~ withdrawn under Declaration of Claim #333 (Ground Water Certificate #291-D); ~~following described lands or place of use;~~ and is appurtenant to the lands described on the sheets attached hereto.

The right to the use of the ground water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in Sections 6 and 7, Chapter 122, Laws of 1929.

WITNESS the seal and signature of the State Supervisor of Hydraulics affixed this 24th day of February, 19 47

RODNEY RYKER

State Supervisor of Hydraulics.

By:

Chas. Litchman

Declaration of Claim No. 332

**CERTIFICATE OF GROUND
WATER RIGHT**

Recorded in the office of State Super-
visor of Hydraulics, Olympia, Washington,
in Book No. 1 of Ground Water
Right Certificates, on page 290-D on the
24th day of February, 1947.

STATE OF WASHINGTON, }
County of Pierce } ss.

I certify that the within was received and
duly recorded by me in Volume
of Book of Water Right Certificates, page
on the day of
, 19

STATE PRINTING PLANT, OLYMPIA, WASHINGTON

CERTIFICATE RECORD No. 1 PAGE No. 291-D UNDER DECLARATION OF CLAIM No. 333

STATE OF WASHINGTON, COUNTY OF Pierce

Certificate of Ground Water Right

Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and the rules and regulations of the State Supervisor of Hydraulics thereunder.

THIS IS TO CERTIFY That FIBREBOARD PRODUCTS, INC.

of Sumner, Washington has filed

in the office of the State Supervisor of Hydraulics of Washington Declaration of Claim No. 333

to withdraw ground waters of the State from a Pump Well #5,

located within the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 24, Twp. 20 N., Rge. 4 E.W.M.

for the purpose of Manufacturing.

The right to the use of said ground waters has been sustained and approved by the Supervisor of Hydraulics in accordance with Chapter 263, Laws of Washington for 1945, and is hereby entered of record in Volume 1 of Ground Water Certificates at page 291-D; the right approved has a priority of the year 1915; the amount of water which the Declarant is entitled to

withdraw for the aforesaid purpose is limited to the amount actually beneficially used and shall not exceed 700 gallons per minute; 1120 acre-feet per year including the quantity of water withdrawn under Declaration of Claim #332 (Ground Water Certificate #290-D) and is appurtenant to the following described lands or place of use; and is appurtenant to the lands described on the sheets attached hereto.

The right to the use of the ground water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in Sections 6 and 7, Chapter 122, Laws of 1929.

WITNESS the seal and signature of the State Supervisor of Hydraulics affixed this 24th day of February, 19 47

RODNEY RYKER

State Supervisor of Hydraulics

Declaration of Claim No. 333

**CERTIFICATE OF GROUND
WATER RIGHT**

Recorded in the office of State Super-
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Right Certificates, on page 291-D on the
24th day of February, 1947.

STATE OF WASHINGTON, }
County of Pierce } ss.

I certify that the within was received and
duly recorded by me in Volume.....
of Book of Water Right Certificates, page
..... on the..... day of
....., 19.....

STATE PRINTING PLANT, OLYMPIA, WASHINGTON

EXHIBIT B

LEGAL DESCRIPTION OF TRANSFEROR'S REAL PROPERTY

[to be inserted from real property records]

EXHIBIT C
WATER RIGHT CONVEYANCE

SUBJECT: Pavement Crack Seal - Change Order

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$77,400.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Change Order 01 - Additional Crack Seal

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:

The 2025 Pavement Crack Seal Project is preventative maintenance work aimed at extending the service life of pavement by applying crack sealant to pavement surface cracks to prevent further deterioration.

This change order adds nine (9) additional tons of crack sealant, of which will be applied to the remaining Priority 3 and 4 locations shown on the attached map. The original contract amount was \$78,100.00 and this change order adds \$77,400.00 for a total contract amount of \$155,500.00.

<p>COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 7/1/2025 COMMITTEE RECOMMENDATION: Do Pass</p>
--

STAFF RECOMMENDATIONS/MOTION:

A motion approving a change order to BP Construction, LLC's Construction Contract for the 2025 Pavement Crack Seal Project (W-25-01), increasing the contract amount by \$77,400.00 to a total authorized amount not-to-exceed \$171,050.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



CHANGE ORDER NO. 01: Additional Crack Seal

NAME OF CONTRACTOR, CONSULTANT, OR VENDOR: **BP Construction, LLC**

CONTRACT NAME & PROJECT NUMBER: **2025 Pavement Crack Seal Project, W-25-01**

ORIGINAL CONTRACT DATE: **May 13, 2025**

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

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

New **Pay Item CO01-1, “Mobilization, LS”** is added at a lump sum price of \$7,000.00 to the contract to compensate the Contractor for additional costs associated with hauling nine (9) tons of Crack Sealant.

New **Pay Item CO01-2, “Additional Crack Seal, TON”** is added at a tonnage price of \$5,600.00 to the contract to compensate the Contractor for additional costs associated with the installation of an additional nine (9) tons of crack sealant throughout priority areas 3 and 4, as shown on the attached map.

New **Pay Item CO01-3, “Temporary Traffic Control, LS”** is added at a lump sum price of \$20,000.00 to the contract to compensate the Contractor for additional costs associated with providing traffic control to install nine (9) tons of Crack Sealant.

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

Current Change Order	\$77,400
Applicable WSST Tax on this Change Order	\$0.00
Days Required ± for this Change Order	0 working days

CHANGE ORDER 01: Additional Crack Seal

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

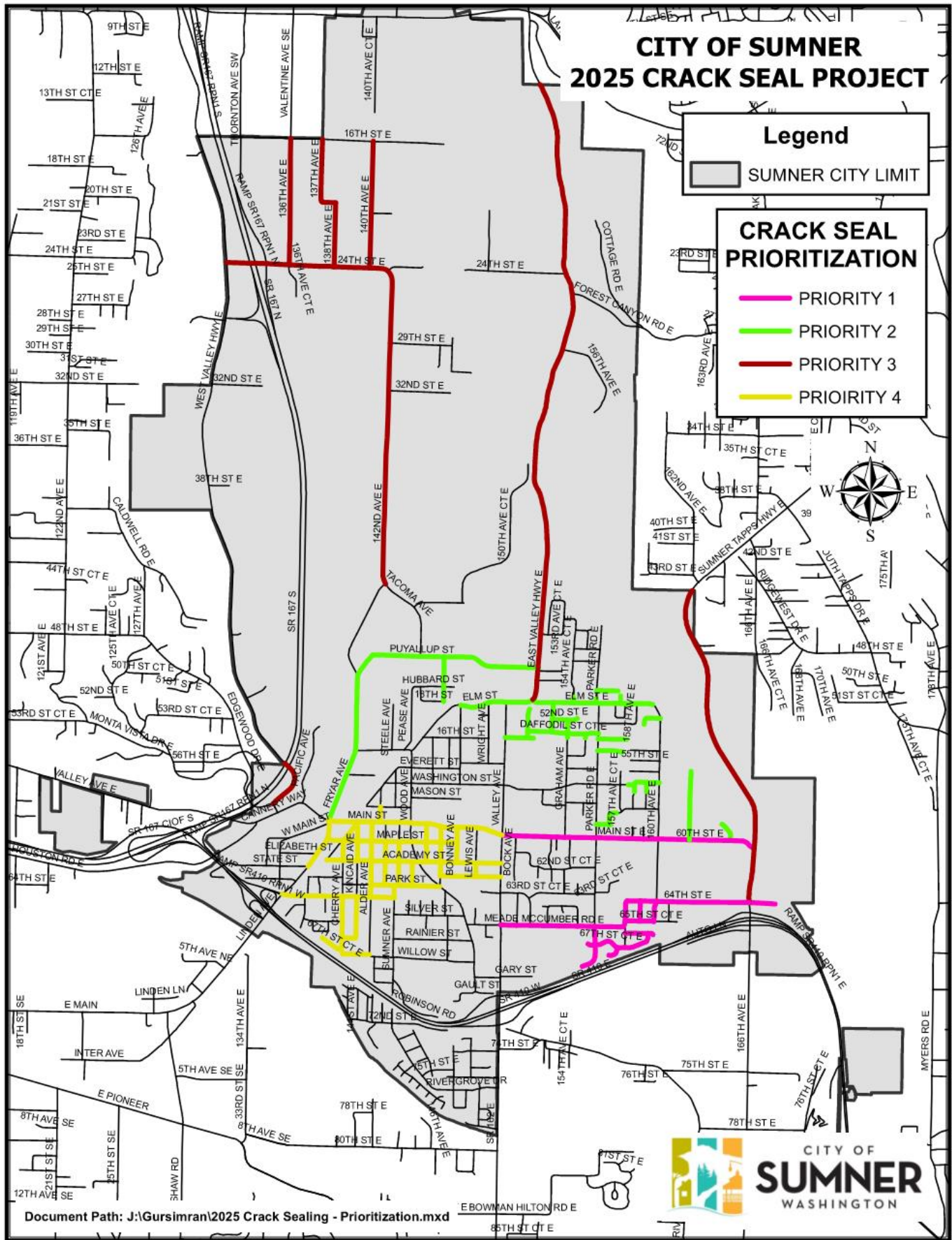
The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this contract modification, which is binding on the parties of this contract.

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

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

<p>CONTRACTOR:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF SUMNER:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>
	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Sumner City Attorney</p>

CHANGE ORDER 01: Additional Crack Seal





CITY OF
SUMNER
WASHINGTON

MEMORANDUM

DATE: June 24, 2025
TO: Jason Wilson, City Administrator
FROM: Michael Kosa, Public Works Director
CC: Alisa O’Haver-Ayala, Public Works Deputy Director – Engineering / City Engineer
RE: Public Works Project Close Out

Per **SMC 2.112.040 Acceptance of public works projects** Public works projects under \$150,000 (single craft) or \$350,000 (multiple craft), the acceptance date shall be the completion date (as set forth by the APWA Standard Specifications). For public works projects with a total project cost over \$150,000 (single craft) or \$350,000 (multiple craft), the city administrator is authorized to accept as complete the public works and improvements performed under any contract awarded hereunder after determining that such work has been satisfactorily completed in accordance with the contract terms thereof. (Ord. 2807 § 1, 2022; Ord. 2630 § 1 (part), 2018)

As of June 24, 2025 the following Public Works Improvements projects satisfactorily completed in accordance with the contract terms thereof.

Project Number	Project Name
CIP 17-13	Operations Facility Phase 1
CIP 18-03	24 th Street Utilities Relocation
CIP 21-08	East Sumner Neighborhood Salmon Creek Channel Realignment
CIP 21-15	Stewart Road Pond Repair

Prepared by:

Signed by:

Michael Kosa, Public Works Director

Accepted as complete:

Signed by:

Jason Wilson, City Administrator

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
			Facilities	17-13	Operations Facility Main Site											\$ 50,135,300.00
Facilities	18-04	Rainier View Covered Court											Pending Amendment	\$ 1,717,395.85	A. Leach	Working on Punchlist Items
Facilities	19-07	Ryan House											\$ 300,000.00		D. McCarty	Project on Hold
Facilities	22-03	Cemetery Operations Facility		C	O	M	P	L	E	T	E		\$ 20,000.00	\$ 3,000,000.00	D. McCarty	
Facilities	22-04	Heritage Park Remediation											\$ 570,500.00		D. McCarty	Expected Completion Date:
Facilities	23-04	Cemetery Irrigation (Phase 2)											\$ 650,527.57	\$ 650,527.57	A. Leach	Contractor expected to start mid-June
Facilities	23-04	Cemetery Potable Water (Phase 1)		C	O	M	P	L	E	T	E		Pending Amendment	\$ 225,000.00	A. Leach	Complete
Facilities	24-01	Operations Facility North Parcel											\$ 1,010,000.00	\$ 3,875,000.00	D. McCarty	Estimated completion 6/2025
Facilities	24-05	City Hall Solar Panels		C	O	M	P	L	E	T	E		Pending Amendment	\$ 272,000.00	D. McCarty	Project Complete
Facilities	24-06	City Hall EV Chargers											\$ 50,000.00	\$ 50,000.00	D. McCarty	Working with PSE up and Go program - Should be complete by Summer 2025
Facilities	24-10	Hops Alley & Heritage Park Phase 2											\$ 3,965,527.00	\$ 5,780,527.00	D. McCarty	Contractor planning to start 4/14 Heritage Park Phase 3 & 4 construction is unfunded.
Facilities	TBD	City Hall Windows											\$ 160,000.00	\$ 160,000.00	D. McCarty	
Sewer	20-04	Lift Stations 2 & 6 Improvements		C	O	M	P	L	E	T	E		Pending Amendment	\$ 1,681,000.00	D. McCarty	Estimated completion 4/2025
Sewer	21-09	Auto Lane Force Main Upgrade											\$ 393,500.00	\$ 393,500.00	A. Leach	Project on hold until construction in 2026.
Sewer	21-17	WWTF Biosolids Modernization											\$ 18,500,000.00		C. Littrell	
Sewer	24-03	Replace Sewer west of Cherry between Academy and Harrison											\$ 353,000.00	\$ 353,000.00	G. Singh	Legal working with Sound transit on the Easement, construction planned for Summer 2025
Sewer	TBD	Harrison/State Side Sewer Connections											\$ 400,000.00		D. McCarty	Working on Contracting
Sewer	TBD	Lift Station 3 Improvements											\$ 300,000.00		TBD	Planning in 2026.
Sewer	TBD	Lift Station Improvements											\$ 993,000.00	\$ 993,000.00	D. McCarty	LS 1, 3, 4, 13, 15, 16 cellular coversion. LS 13 replacement. LS 15 gate. LS 10 pump replacement.
Sewer	TBD	WWTF Aeration Basins											\$ 532,000.00	\$ 532,000.00	D. McCarty	G&O to Design
Sewer	TBD	WWTF Biosolids											\$ 415,000.00	\$ 415,000.00	D. McCarty	G&O to Design
Sewer	TBD	WWTF Clarifiers											\$ 100,000.00	\$ 100,000.00	D. McCarty	G&O to Design
Sewer	TBD	WWTF Decant Facility Revisions											\$ 100,000.00		D. McCarty	Budget traded for staffing
Sewer	TBD	WWTF Improvements											\$ 721,000.00	\$ 721,000.00	D. McCarty	
Sewer	TBD	WWTF UV System Replacement											\$ 1,648,000.00	\$ 1,648,000.00	D. McCarty	G&O to Design
Sewer	TBD	WWTF VFD Replacement											\$ 517,000.00	\$ 517,000.00	D. McCarty	RFQ in Progress
Storm	13-11	64th St E Culvert											\$ 10,000.00		TBD	Construction unfunded. Expected Completion Date: TBD
Storm	14-10	White River Restoration: Levees											\$ 1,100,000.00	\$ 30,504,000.00	R. Wright	Expected Construction: 2029
Storm	14-10	White River Restoration Phase 2: Habitat											\$ 42,342,000.00	\$ 62,375,000.00	R. Wright	Expected Completion Date: 2027
Storm	20-01	Salmon Creek Restoration											\$ 188,000.00		TBD	Osborn working on design - permit submittals in 2025. Construction unfunded
Storm	21-21	63rd St Ct E Storm Drainage											\$ 638,000.00	\$ 638,000.00	R. Wright	Awaiting easements prior to construction
Storm	23-11	16th St Property demolitions											In WRR Budget		R. Wright	Final demolition underway
Storm	25-02	2025 Storm CIP Update											\$ 54,000.00	\$ 302,630.00	R. Wright	Finalizing 250k FCZD Grant. Parametrix starting on existing project review.

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Storm	TBD	Drainage District 11 Treatment											\$ 406,000.00		R. Wright	Expected Completion Date: Ongoing
Streets	13-08	Stewart Rd Bridge Replacement											\$ 19,735,000.00	\$ 42,246,000.00	A. Leach	Expected Completion Date: 12/28
Streets	13-11	166th Ave E Widening											\$ 1,110,000.00	\$ 18,000,000.00	C. Littrell	Design & Environmental permitting in process. ROW funded for 2028. Construction unfunded. Expected Completion Date: TBD
Streets	19-02	Main St & Wood Ave Intersection Improvements											Pending Amendment	\$ 3,580,000.00	C. Littrell	Working on Closeout.
Streets	19-05	TC: Cherry & Maple Utilities											\$ 4,331,000.00	\$ 4,331,000.00	A. Leach	Project on hold until construction in 2026.
Streets	21-11	Maple St Pedestrian Signal & Citywide Backplates			SUSPENSION								\$ 888,000.00	\$ 1,073,000.00	C. Littrell	Expected Completion Date: 2026
Streets	22-07	Valley Ave: SR-410 to Elm											\$ 866,000.00		G. Singh	
Streets	23-08	Systemic Horizontal Curves											\$ 613,000.00	\$ 903,000.00	T. Le	30% Design
Streets	23-09	Puyallup St & Tacoma Ave											\$ 380,000.00	\$ 2,600,000.00	G. Singh	Construction is unfunded.
Streets	24-04	Washington St Reconstruction: Wood Ave to McMillan											\$ 2,704,000.00	\$ 2,818,000.00	G. Singh	Construction pushed to 2026. Consultant working on 90% Plans
Streets	24-07	Neighborhood Traffic Calming & Intersection Data Collection											\$ 150,000.00	\$ 150,000.00	TBD	
Streets	24-08	Roadway Curve Warning & Delineation											\$ 457,000.00	\$ 457,000.00	T. Le	160th St E/Elm St and 60th St E west of Sumner-Tapps Hwy E
Streets	24-09	Main Street Crossings											\$ 980,000.00	\$ 980,000.00	G. Singh	Transpo group - Design Services award
Streets	24-11	Stewart Rd ITS											\$ 500,000.00	\$ 3,500,000.00	G. Singh	Construction is unfunded.
Streets	25-03	Helping Homeowners Sidewalk Program											\$ 128,000.00	\$ 128,000.00	C. Littrell	In Design.
Streets	25-03	Sidewalk Maintenance Program											\$ 84,000.00		C. Littrell	As needed.
Streets	25-03	Street Tree Program											\$ 500,000.00		C. Littrell	In Design.
Streets	N/A	ADA Improvements											\$ 80,000.00		C. Littrell	As needed.
Streets	N/A	SR-167 SB HOT Lane			P	A	U	S	E	D			WSDOT Project Paused	\$ 350,000,000.00	N/A	WSDOT-led project. Project Paused for 2-3 State Bienniums.
Streets	N/A	SR 167 / I-5 Connection Project											WSDOT Funded	\$ 1,000,000,000.00	N/A	WSDOT-led project
Streets	TBD	Hunt Avenue Reconstruction: Main St to State St											\$ 297,000.00	\$ 3,000,000.00	R. Wright	Construction is unfunded.
Streets	N/A	SR-410 / SR-162 Interchange Improvements			P	A	U	S	E	D			WSDOT Project Paused	\$ 6,650,000.00	C. Littrell	WSDOT-led project. Relocation needed for City water mains. Project Paused for 3 State Bienniums.
Streets	TBD	Chip Seal Application											\$ 500,000.00		G. Singh	Planned for 2026
Streets	W25-01	Crack Seal Application											\$ 161,440.00		G. Singh	Project started on May 27, 2025
Streets	W25-02	Pavement Repairs											\$ 142,390.00		G. Singh	Project planned for June 2025
Streets	W25-03	Roadway Paint Line Application											\$ 82,000.00		G. Singh	Project planned for Summer 2025
Streets	W25-04	Roadway Plastic Marking Application											\$ 118,000.00		G. Singh	Project planned for June 2025
Trails	14-01	Fryar Ave Trail											\$ 4,006,000.00	\$ 5,416,000.00	A. Leach	ROW in process.
Trails	14-10	White River Restoration Phase 3: Trail											\$ 3,000,000.00		R. Wright	24th Bridge retrofit @ 30% Design. Expected Completion Date: 2027
Trails	20-07	Rivergrove Pedestrian Bridge											\$ 1,304,000.00	\$ 12,200,000.00	A. Leach	Construction is partially funded. Expected Completion Date: 12/29
Water	19-11	South Tank Seismic Retrofit											\$ 950,000.00	\$ 3,509,300.00	A. Leach	Construction will pause during summer months

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Water	TBD	159th Ave / Riverside Dr to 76th St											\$ 638,000.00	\$ 638,000.00	T. Le	Consultant selected. In Scope and Fee process
Water	TBD	16th St Water Main Replacement: Wood to McMillan											\$ 1,151,000.00	\$ 1,151,000.00	T. Le	From 40159434-563417 Replacement of Water Mains
Water	TBD	Central Well Radio Upgrade											\$ 18,000.00	\$ 18,000.00	TBD	
Water	TBD	Dieringer Well Communication											\$ 18,000.00	\$ 18,000.00	A. Leach	
Water	TBD	South Well Improvements											\$ 300,000.00	\$ 300,000.00	A. Leach	Construction unfunded.
Water	TBD	Sumner Springs Improvements											\$ 85,000.00	\$ 85,000.00	TBD	
Water	TBD	Viewpoint Tank - 171st Ave Ct E											\$ 188,000.00	\$ 188,000.00	T. Le	Consultant selected. In Scope and Fee process
Water	TBD	Water Systems Security											\$ 537,000.00	\$ 537,000.00	TBD	
Water	W24-14	North Tank Ladder											\$ 240,000.00		T. Le	90% Design Reviewing
Water	W24-19	Watershed Vegetation Management											\$ 150,000.00	\$ 150,000.00	R. Wright	Hazard Trees portion complete March 25'
74													\$ 173,964,184.57	\$ 1,631,704,480.42		

Legend:

- Planning / Design / Right-of-Way
- Construction
- Close-out