



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/86597370486>

Phone one-tap:

+12532050468,,86597370486# US

+12532158782,,86597370486# US (Tacoma)

AMENDED

CALL TO ORDER

Pledge of Allegiance

Invocation - Pastor Chris Lumsden

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. 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 Interlocal Agreement Cooperative Purchasing
5. Purchase and Sale Agreement with Sonoco for Acquisition of Water Rights
6. Resolution No. 1726 - Interlocal Agreement with the City of Bonney Lake for Municipal Court Services
7. Annual Microsoft License Renewal
8. Resolution No. 1727 - Therapeutic Court Grant Acceptance
9. Pavement Crack Seal - Change Order
10. Approval of the checks and electronic payments in the amount of [\\$12,667,834.64](#).

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
 - a. Ordinance No. 2931 - Forming a Transportation Benefit District

2. Public Comment (Limit 3 minutes)

Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 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. Resolution No. 1728 - Setting a Public Hearing Date for Transportation Benefit District Assumption
- b. Ordinance No. 2930 - Amending Sumner Municipal Code 2.100.670 - Bereavement Leave
- c. Ordinance No. 2929 - Amending the 2025/2026 Biennial Budget

4. Reports

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

5. Executive Session

- a. To discuss with legal counsel pending or threatened litigation per RCW 42.30.110(1)(i).

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: 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:

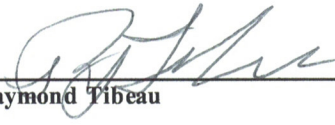
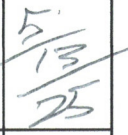
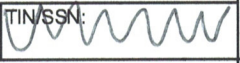
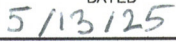
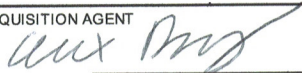
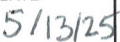
The Fryar Trail Project will construct approximately 3,300 linear feet of shared use path that parallels Fryar Avenue from West Main Street to Puyallup Street. In order to construct the project, partial acquisitions and/or easements are needed from twenty-three parcels along the project corridor. These 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  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:		DATED  5/13/25	
Warranty Deed, Temporary Easement		\$ 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	
AUTHORIZED AGENT FOR AGENCY		DATE	
		Voucher No.	
		TOTAL AMOUNT PAID \$14,100.00	

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:

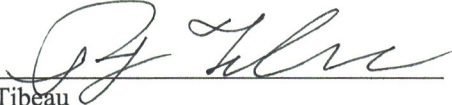
For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof.

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: _____

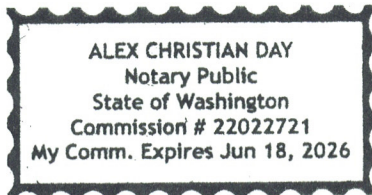
WARRANTY DEED

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 Rwl 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

KPG
TACOMA · SEATTLE

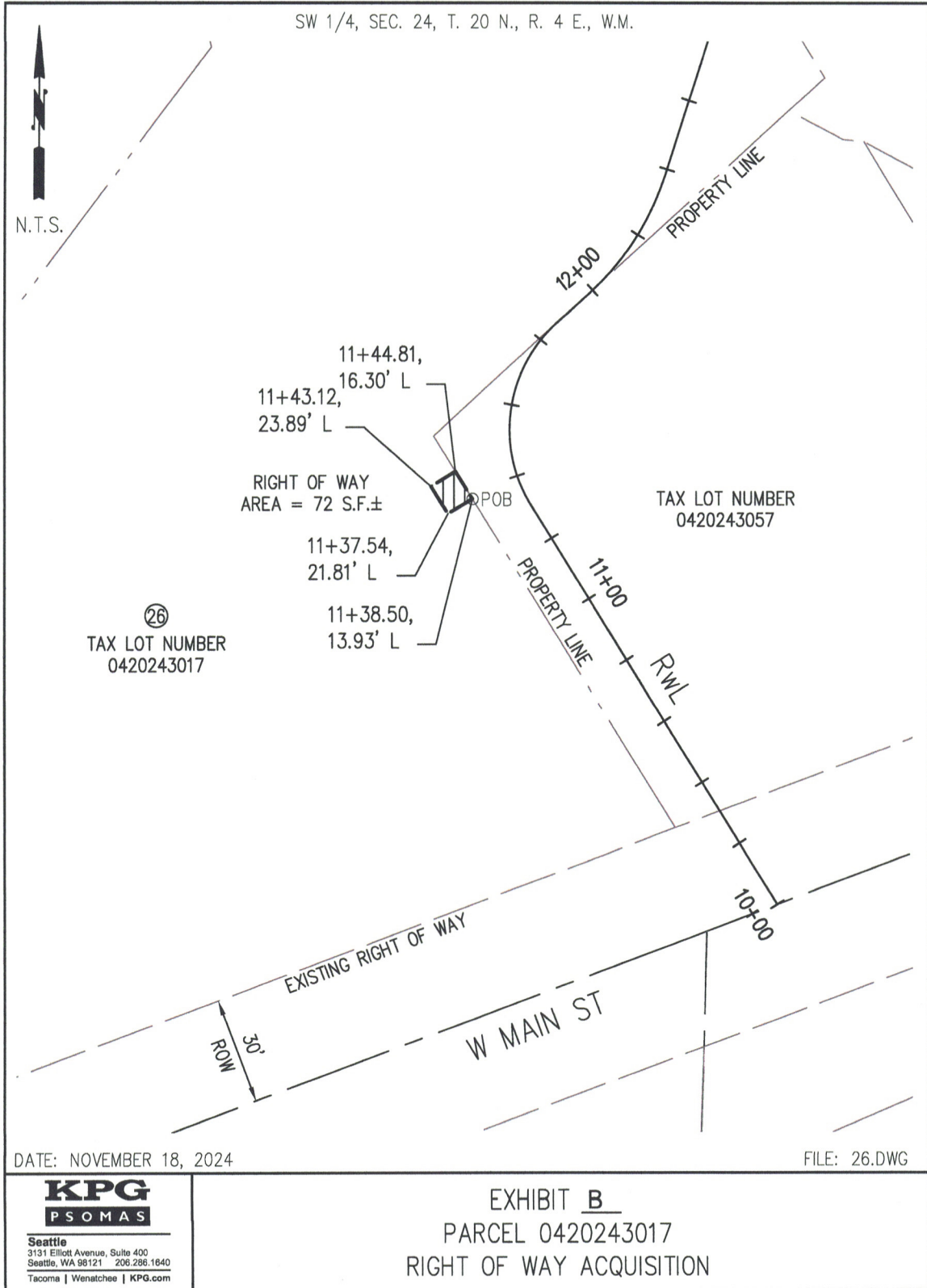
THENCE EASTERLY ALONG THE CENTER LINE OF SAID STUCK RIVER 18 FEET TO A POINT $26 \frac{1}{4}^{\circ}$ WEST OF THE POINT OF BEGINNING;

THENCE SOUTH $26 \frac{1}{4}^{\circ}$ EAST OF THE PLACE OF BEGINNING;

ALSO, EXCEPT STUCK VALLEY ROAD.

11/19/24





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.

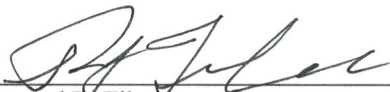
TEMPORARY EASEMENT

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____

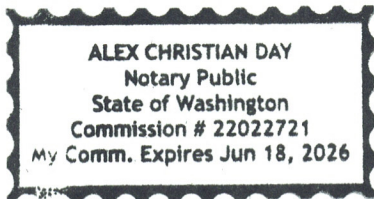
TEMPORARY EASEMENT

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

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;

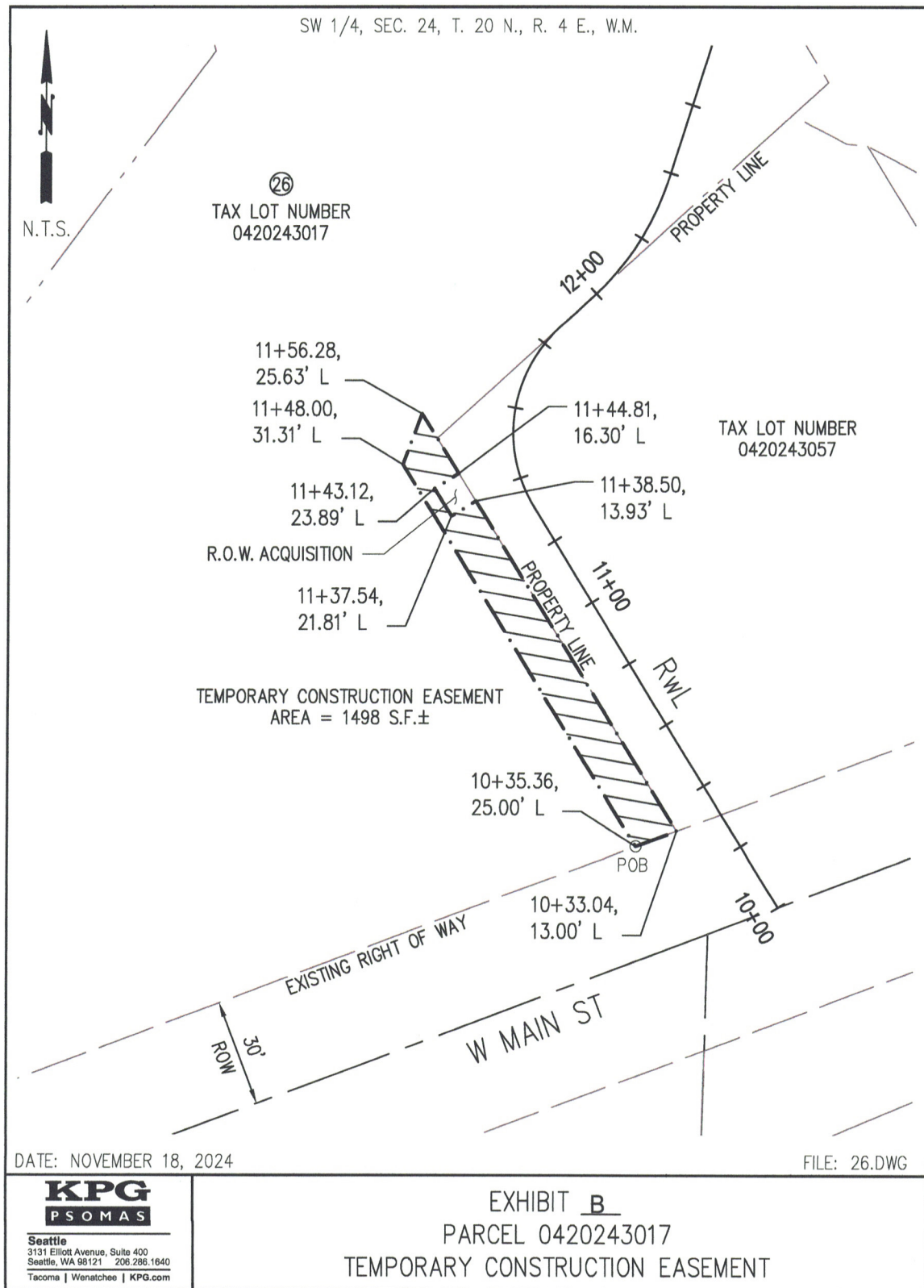
THENCE EASTERLY ALONG THE CENTER LINE OF SAID STUCK RIVER 18 FEET TO A POINT 26 1/4° WEST OF THE POINT OF BEGINNING;

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

ALSO, EXCEPT STUCK VALLEY ROAD.

11/19/24





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 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.		
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
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			

LPA-321 10/2014

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:

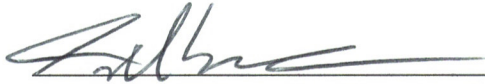
For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof.

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.

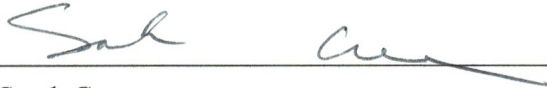
It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

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

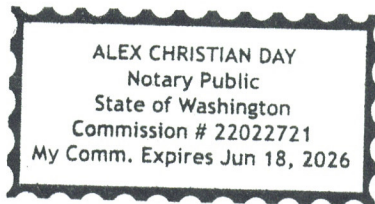
Date: _____

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)

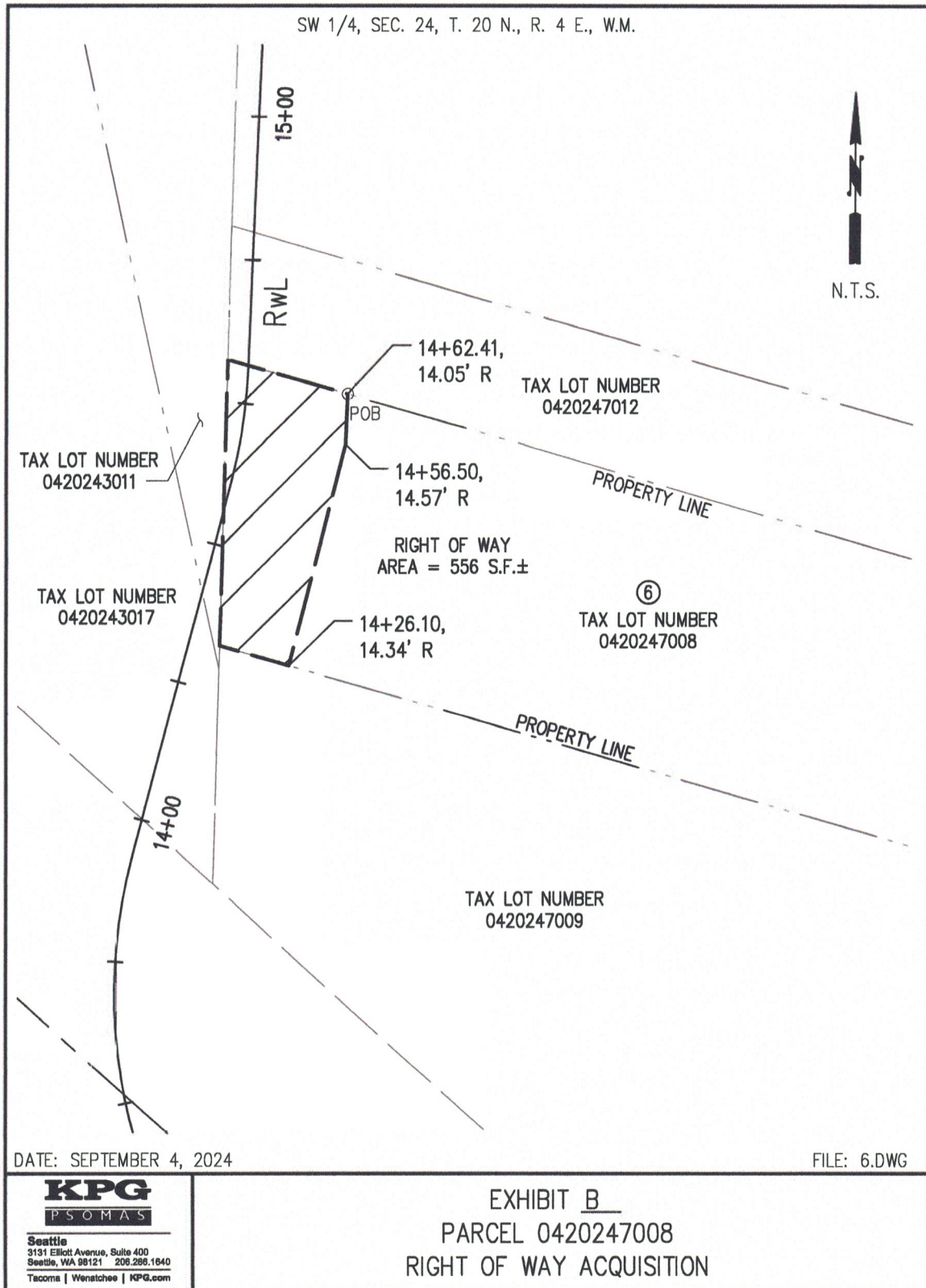
LOT 1, PIERCE COUNTY SHORT PLAT NO. 78-696, RECORDED SEPTEMBER 19, 1978 UNDER RECORDING NUMBER 7809190696, RECORDS OF PIERCE COUNTY, WASHINGTON;

10/16/24



6-ROW.DOCX

Page 4 of 5
KPG
TACOMA • SEATTLE



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:

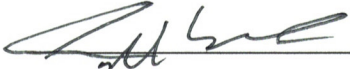
For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof.

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.

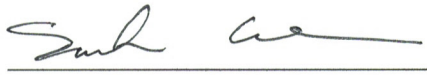
It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

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

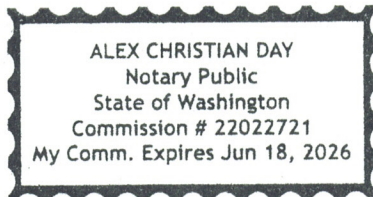
Date: _____

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)
[Signature]
Notary Public in and for the State of Washington
Residing at Shoreline

My Appointment Expires:
6/18/2026

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.

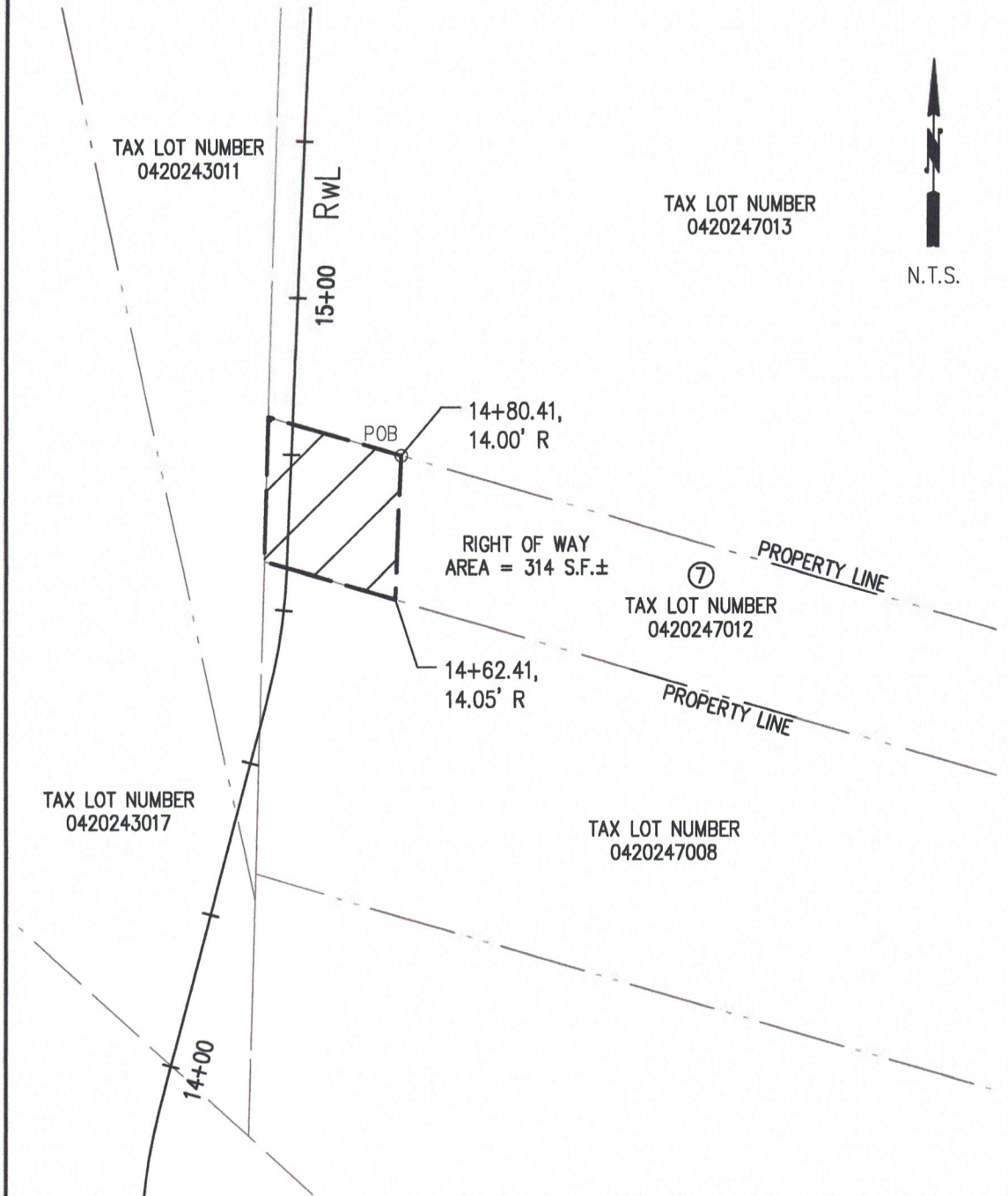
10/16/24



7-ROW.DOCX

Page 4 of 5
KPG
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SW 1/4, SEC. 24, T. 20 N., R. 4 E., W.M.



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
		Name: Laura VanDyk Title: Managing Member	
PROJECT NO. AND TITLE Fryar Avenue Shared Use Trail A15.0029		X	6-11-25
		Name: Brent Nash Title: Managing Member	
FEDERAL AID NO. TAP 1270(012)	PARCEL NO. 0420247013		
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.
AUTHORIZED AGENT FOR AGENCY		DATE	TOTAL AMOUNT PAID \$7,600.00

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

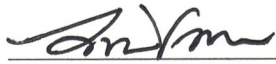
It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

Date: 6/11/2025, _____



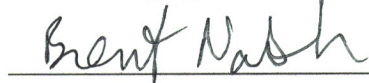
Name: Scott Crane

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

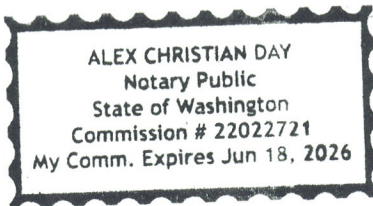
Date: _____

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

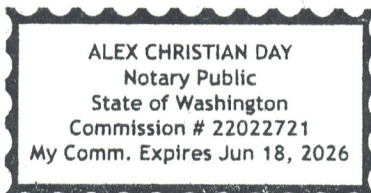
My Appointment Expires:

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:

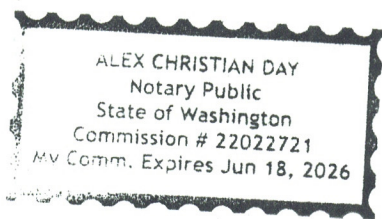
6/18/2026

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)
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
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 R+L 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)

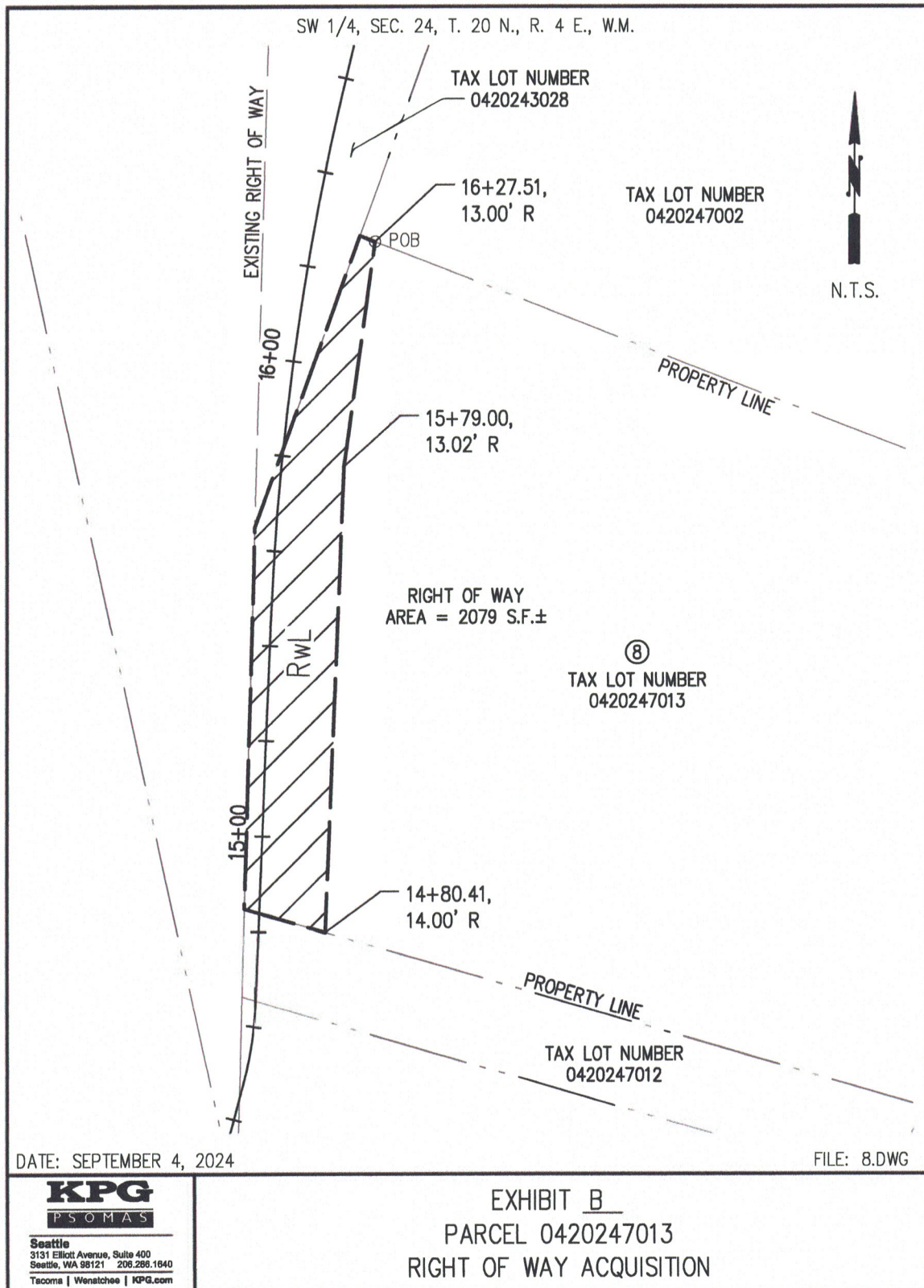
PARCEL A OF CITY OF SUMNER LOT LINE ADJUSTMENT PLN 2004-00056 RECORDED JUNE 8, 2004 UNDER RECORDING NUMBER 200406085004, IN PIERCE COUNTY, WASHINGTON.

09/24/24



8-ROW.DOCX

Page 5 of 6
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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.

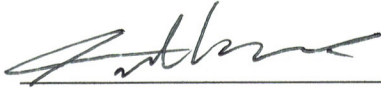
Said lands being situated in Pierce County, State of Washington, and described as follows:

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

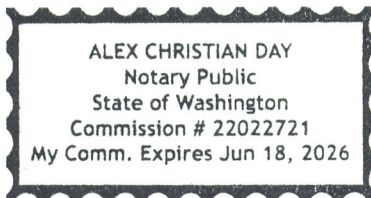
Date: _____

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

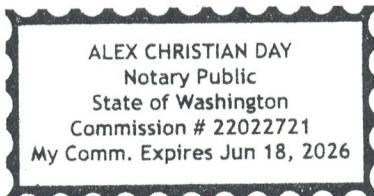
My Appointment Expires:

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:

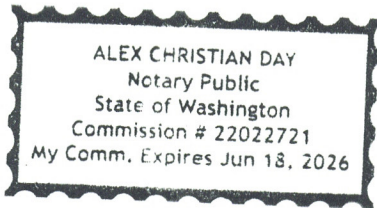
6/18/2026

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 R_wL 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.

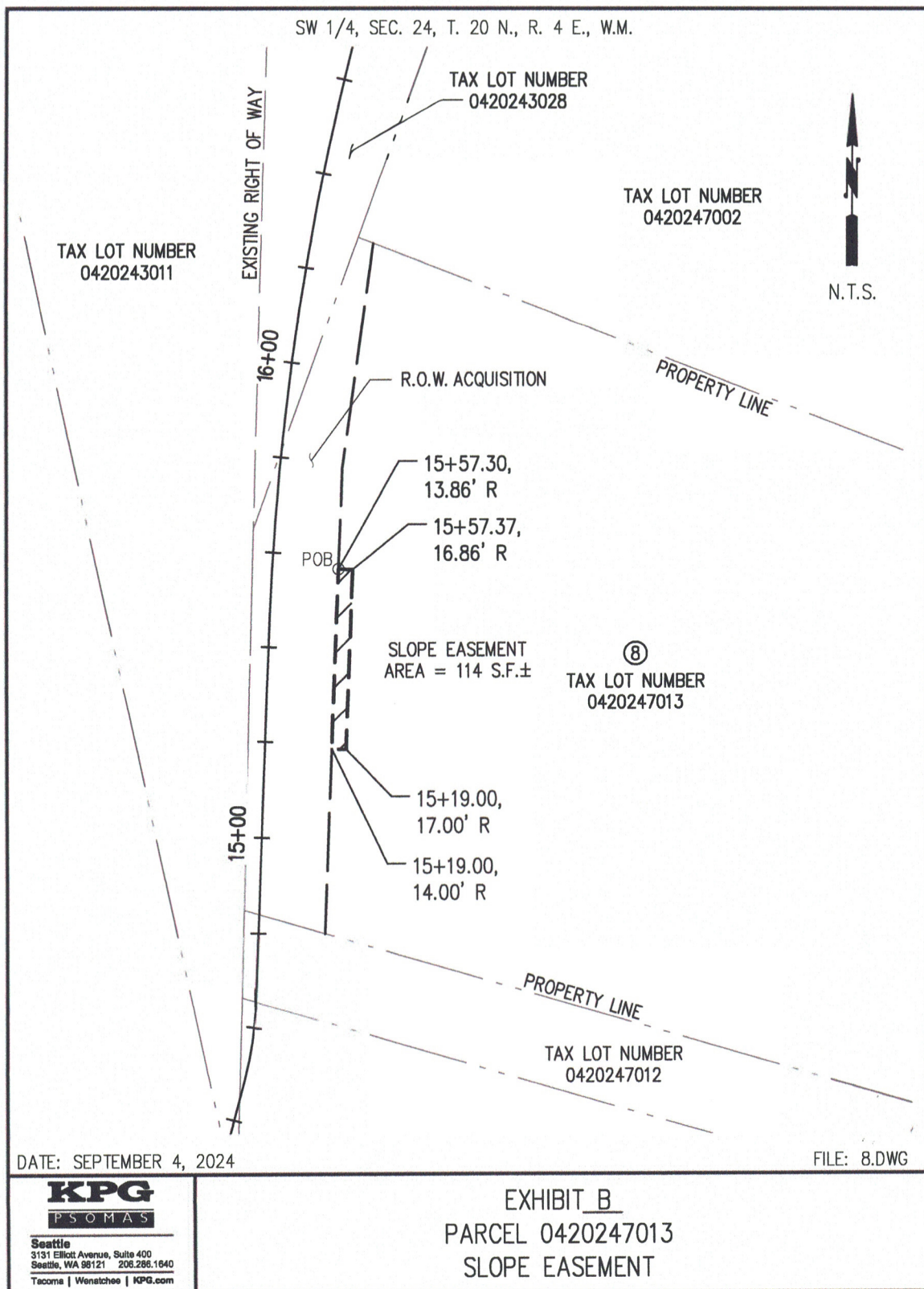
PARCEL "A":

(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





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

CATEGORY: Consent

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 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 Lefeber
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

such other documents and instruments not listed above as may be reasonably necessary to carry out the intent hereof.

9. **Oral Agreements and Representations.** This Agreement represents the final and complete expression of the parties hereto with respect to the subject matter hereof, and supercedes any prior agreements between the parties. There are no oral or other agreements, including but not limited to any representations or warranties, which modify or affect this agreement.

10. **Authority.** Transferee and Transferor each warrant and represent that they have the authority to enter into this Agreement.

11. **Commissions.** Transferor shall be responsible for payment of brokerage commission to its broker CBRE, Inc. pursuant to a separate agreement. Otherwise, Transferor and Transferee each represent to the other that they have not dealt with any real estate broker or finder in connection with the negotiations leading to this Agreement.

12. **Notices.** All notices required or permitted to be given hereunder shall be in writing, shall be sent via U.S. first class mail, postage prepaid, and shall be deemed given when received by the respective parties as follows:

If to Transferor: Sonoco Products Company
 1 North Second Street
 Mail Stop W-26
 Hartsville, SC 29550

If to Transferee: Ryan Johnstone, Deputy Public Works Director
 ryanj@sumnerwa.gov
 City of Sumner
 1104 Maple Street
 Sumner WA 98390

With a copy to: Thomas M. Pors
 tompors@comcast.net
 Law Offices of Thomas M. Pors
 1700 7th Ave., Suite 2100
 Seattle, WA 98101

13. **Successors.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and permitted assigns of the parties hereto.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which, when combined, shall constitute one single binding agreement.

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. 332STATE 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 filedin the office of the State Supervisor of Hydraulics of Washington Declaration of Claim No. 332to 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~~ including the quantity of water 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:

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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. 333STATE 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 filedin the office of the State Supervisor of Hydraulics of Washington Declaration of Claim No. 333to 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) 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

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Declaration of Claim No. 333

**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 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: Resolution No. 1726 - Interlocal Agreement with the City of Bonney Lake for Municipal Court Services

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$43,000

Within Budget Allocation: No

ATTACHMENTS:

1. Resolution No. 1726 - ILA with Bonney Lake for Municipal Court Services

STAFF CONTACT: Jeff Steffens, Deputy City Administrator, Andrea Marquez, City Attorney

SUMMARY BACKGROUND: Since 2015, the City has contracted with the City of Bonney Lake for municipal court services. Our most recent agreement (2022) expires on December 31, 2025 and the City of Bonney Lake requested that the parties renegotiate a successor agreement.

The proposed agreement includes the following substantial changes:

- Selection of one person to serve as both the Bonney Lake and Sumner Municipal Court Judges.
- Identifying that Sumner is responsible for 30% of the Municipal Court Operating Budget vs a flat fee adjusted annually by CPI.
- Limits increase to 10% annually without consultation with Sumner and 180 days notice.
- Increases the termination period from 1 year to 18 months.
- Converting probation services to a per case fee model (\$600/case).
- Incorporating Community Court Services and repealing a stand-alone Community Court Interlocal Agreement.

The proposed changes provide the City with continued quality Municipal Court Services while reducing the contract managerial challenges. The term of the agreement is January 1, 2026 - December 31, 2028, and automatically renews in two-year successive increments.

If adopted, the increased cost for court services in 2026 is \$43,000.

As part of the City's due diligence process, we explored multiple alternative options. Due to cost and/or other operational challenges, continuing with the City of Bonney Lake was the most cost-effective and feasible solution.

COUNCIL COMMITTEE/STUDY SESSION: Study Session MEETING/STUDY SESSION DATE: 7/14/2025 COMMITTEE RECOMMENDATION:
--

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1726, authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and the City of Bonney Lake related to Municipal Court Services in a form as approved by the City Attorney.

**RESOLUTION NO. 1726
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL
AGREEMENT WITH CITY OF BONNEY LAKE FOR MUNICIPAL COURT SERVICES.**

WHEREAS, the City would like to continue to provide cost effective court services that benefit the community; and

WHEREAS, the City has successfully had an Interlocal Agreement with the City of Bonney Lake for Court Services since 2015, amended in 2020; and

WHEREAS, the previous agreement expires on December 31, 2025.

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

Section 1. That the Mayor is hereby authorized to execute the Interlocal Agreement with the City of Bonney Lake for Municipal Court Services, attached hereto as Exhibit A.

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

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.

APPROVED AND ADOPTED this 21st day of July 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

**INTERLOCAL AGREEMENT BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON AND CITY OF SUMNER
FOR THE PROVISION OF MUNICIPAL COURT SERVICES**

THIS AGREEMENT is entered into this ___ day of _____, 2025, by and between the City of Bonney Lake (“**Bonney Lake**”) and the City of Sumner (“**Sumner**”), and they are the Washington State Municipal Corporations (individually a “**Party**” and collectively the “**Parties**”).

RECITALS:

WHEREAS, the Cities of Bonney Lake and Sumner, the Parties to this Agreement, are both authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and

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

WHEREAS, in 2015, Sumner and Bonney Lake signed an interlocal agreement in which Bonney Lake agreed to provide municipal court services to Sumner and that Agreement was updated and extended in 2020 and 2022; and

WHEREAS, Bonney Lake is willing to continue providing municipal court services to Sumner under the terms and conditions set forth in this Agreement; and

WHEREAS, Sumner and Bonney Lake entered into an Interlocal Agreement for Community Court Services on January 25, 2022 (“Community Court ILA”) which expired on June 30, 2023 but, by its terms, could continue beyond that date if additional grant funding was obtained; and

WHEREAS, at least through the date of this Agreement, the Parties have continued to operate under the Community Court ILA and desire to merge that agreement with this Agreement so that all court operations between the Parties will be governed by a single agreement;

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

AGREEMENT:

1. **Purpose.** The purpose of this Agreement is to provide for certain municipal court services by Bonney Lake to Sumner through the use of facilities, materials, and personnel of the Bonney Lake Municipal Court to the maximum extent permitted by law for the filing and processing of Sumner's civil, traffic or other infractions, criminal citations, impound hearings, drug forfeiture hearings and potentially dangerous/dangerous dog appeal

hearings and for operation of Community Court for each Party; to set forth fees to be paid by Sumner; and to specify the responsibilities of Bonney Lake and Sumner respectively for such municipal court services.

2. **Administration.** The Bonney Lake Judicial Branch Administrator shall be responsible for the administration of this Agreement and the supervision of all court staff and for all required documentation for operating a Community Court, including providing documents to the Administrative Offices of Courts (“AOC”). No joint acquisition, holding or disposal of real or personal property is contemplated hereunder. Notwithstanding the foregoing, either Party shall have the ability to contact AOC in writing for purposes of obtaining publicity consent as required by the then applicable AOC Grant Agreement.
3. **Filing and Assumption of Sumner Municipal Court Cases.**
 - 3.1. For purposes of this Agreement, a case filed in Bonney Lake Municipal Court originating in the jurisdiction of Sumner will be identified as a case of Sumner.
 - 3.2. **Archived Cases.** Sumner shall continue to be responsible for the storage and retention of all archived court cases prior to the transfer date and will be required to provide storage and retention of all archived court cases that were originally filed in Bonney Lake Municipal Court following termination of this Agreement under Section 13.
4. **Municipal and Community Court Services Performed by Bonney Lake.** As set forth in this Agreement, Bonney Lake shall provide municipal court facilities and services for the processing of Sumner Municipal Court cases in the same manner and at the same level as Bonney Lake provides for the same type of cases originating in Bonney Lake.
 - 4.1. **Court Staff.** Except as Sumner may elect hereafter, Sumner shall provide its, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner cases in both the Municipal Court and in the Community Court. Bonney Lake shall provide all other court staff, including a joint presiding municipal court judge and judges pro tem, judicial specialists and a Judicial Branch Administrator, to process and adjudicate all criminal citations and civil citations filed by Sumner. Should the Parties and the joint judge choose to continue operating a Community Court program in both Bonney Lake and Sumner, and should the Administrative Office of Courts (AOC) continue to fully fund the Cities’ Community Court programs, Bonney Lake shall provide a Community Court Case Manager and other necessary Community Court staff to provide Community Court services to Sumner participants on the same basis as it provides to Bonney Lake Community Court participants as further outlined in Section 4.2, below. Bonney Lake will dedicate adequate staff to process Sumner cases, and the Judicial Branch Administrator will ensure that the judicial specialists are cross-trained and will assign judicial specialists such that Sumner cases will be managed and processed to the same level as Bonney Lake cases. By way of illustration and not by limitations, this “processing” shall

include the issuance of all summons, warrants, maintenance of court cases including timely and accurate calendaring and docketing, and processing of all fines and forfeitures for municipal court cases. Processing shall include filing, adjudication and penalty enforcement of all Sumner cases filed, or to be filed, including but not limited to the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench, and jury trials, sentencing, post-trial motions, and the duties of the courts of limited jurisdiction regarding appeals. For purposes of this provision, “court case” shall mean any Sumner criminal filing, irrespective of whether it is processed through community court or standard court.

4.2. Community Court.

4.2.1 Staffing and Compensation. If the Parties and the joint judge desire to continue providing Community Court services in both Bonney Lake and Sumner, then the above staffing requirements will apply to Community Court staff. The hiring or contracting for the Community Court Case Manager and all other necessary staff shall be conducted in a way that allows Sumner to provide input on the selection of such staff, however, Bonney Lake shall retain the ultimate decision and the Community Court staff shall at all times be employees or contractors of the City of Bonney Lake. Both Bonney Lake and Sumner agree to, either separately or jointly (if allowed), apply for available AOC funding to support its Community Court program (to include each City’s percentage of the Community Court staff’s compensation) and if Sumner receives funding, Sumner agrees to compensate Bonney Lake for the provision of necessary and reimbursable Community Court services provided on a quarterly basis. Bonney Lake and Sumner each retain the option to cease operation of a Community Court program upon expiration of the prior AOC grant funding cycle, if either City is required to supplement the program with non-grant funds. Sumner will provide notice to Bonney Lake as soon as feasible upon learning that it will be required to supplement the Community Court from non-grant funds if it desires to cease Community Court operations. Following such notice, Sumner will have no further obligation to cover 30% of the Community Court staff’s compensation after the expiration of the then-current AOC grant funding cycle.

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

4.2.3 Cost Categories. Bonney Lake agrees to review quarterly if any compensation and payment categories outlined in any applicable AOC Grant Agreement require adjustment.

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

4.2.5 First Year of Community Court under Joint Judge. In the first six months of

this Agreement, during the period when both Community Courts are being combined, the Parties will work cooperatively to ensure that the billings for these services reflect the Parties' costs and are equitable.

- 4.3. **Probation.** Bonney Lake shall provide probation services for Sumner cases, including a reasonably proportionate share of community service work to be performed in Sumner in coordination with the City of Sumner.
- 4.4. **Equipment and Facilities.** Bonney Lake shall provide all necessary equipment, including copiers, computers, software, printers, dependable wi-fi access, and other equipment, necessary to perform the foregoing described municipal court services in a timely manner as required by laws and court rule. Bonney Lake shall provide the use of the Bonney Lake courtroom and all office space necessary for the processing of municipal cases. If Sumner requests dedicated office space in addition to what it utilizes as of the date of this Agreement) and Bonney Lake provides such additional dedicated office space, Sumner agrees to pay the annual fair market rent for such office space in addition to any other fees set forth herein. For purposes of this Agreement, Sumner court personnel currently utilize one (1) judge chambers, one (1) cubicle for community court service providers and one (1) public defender office *only* during Sumner's standing court or trial days in addition to other shared spaces such as: the jury deliberation/meeting room and the shared meeting space in/near the judicial specialists. However, with the use of a joint judge, the Parties anticipate that the judge chambers and the community court cubicle will no longer be needed by Sumner. During the Initial Term of this Agreement, or any subsequent term, Bonney Lake may repurpose any office or communal space no longer utilized by Sumner Court personnel.
- 4.5. **Court Security.** Bonney Lake shall provide all necessary security for the courtroom, including an armed bailiff with the ability and commission authority to take out-of-custody defendants into custody when ordered by the court. This shall not, however, include security or supervision specifically for defendants that are present in the courtroom and are in the otherwise active custody of any law enforcement agency, prison, or jail in which case Sumner is required to provide transportation, security and supervision for its in-custody docket defendants while in court.
- 4.6. **Supplies and Forms.** Bonney Lake shall provide for all forms and paperwork necessary for processing Sumner Municipal Court cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, criminal hearing forms, warrants, and general office supplies.
- 4.7. **Court Mandated Payments.** Bonney Lake shall accept and track court mandated payments in criminal and infraction cases and bail or other forfeitures for Sumner Municipal Court and deliver these payments to Sumner on a monthly basis. The use of a collection agency by Bonney Lake to collect court-mandated payments is

specifically permitted.

- 4.8. **Monthly Performance and Remittance Reports.** Bonney Lake shall provide to Sumner a monthly caseload and remittance report. The caseload report shall include the following information: filings by case type; dismissals; number and type of hearings; trial settings and type of trial set; number of cases (by broad case type) disposed during reporting period; number of deferred prosecutions/diversions; appeals to superior court; and total revenue. The remittance report shall include a breakdown by case categories of revenue received.
- 4.9. **Judge.** Prior to the effective date of this Agreement, Bonney Lake and Sumner agree to coordinate on the recruitment of one full-time presiding judicial officer to serve as the presiding municipal court judge for both Bonney Lake and Sumner Municipal Courts. The joint Judge shall be chosen through a Request for Qualifications process and a review/hiring board comprised of no less than three employees from each city, but Bonney Lake shall retain the ultimate hiring decision and the judge shall at all times be an employee of the City of Bonney Lake, provided, however, that since the judge will technically be a part-time judge for each respective municipal court, RCW 3.50.055 does not apply. The Parties agree to meet no less than annually, during the Term of this Agreement, to review the performance of the joint judge and determine whether the Parties jointly wish to renew the previously appointed judge or recruit for a new joint judicial officer. For so long as the Parties share one a judge, the joint judge shall be separately appointed by each city's Mayor and confirmed by each city's City Council. The Judge's total cost of compensation (benefits, training, travel, memberships and all similar costs) shall be paid by the Parties as follows: 30% to Sumner and 70% to Bonney Lake. The percentage cost share is consistent with the proportional share of the Annual Service Fee paid by Sumner.

Sumner may, at any time during the Term of this Agreement, but subject to written notice to Bonney Lake of no less than 90 days prior to the expiration of the joint judge's appointment, choose to appoint a judge other than the Bonney Lake Municipal Court Judge. Sumner agrees to consult with and consider input from the Bonney Lake City Administrator and Bonney Lake Court Administrator during the selection and appointment process of a different Sumner Municipal Court Judge. In the event the Parties no longer appoint a joint judge, Sumner's Annual Service Fee shall be reduced to remove Sumner's cost share of the Judge's total cost of compensation, accordingly, as these will be costs paid directly to the Sumner judge by the City of Sumner.

- 4.10. **Judges Pro Tem.** The joint judge shall appoint one or more judges pro tem to serve as pro tem judges in both Bonney Lake and Sumner Municipal Courts, and said pro tem judges shall remain employees or professional service providers of the City of Bonney Lake. When a pro tem judge covers a Sumner court calendar or case, Sumner shall pay 100% of any costs associated with a Judge pro tem, and such costs shall be

separately invoiced to the City of Sumner in the quarter in which the coverage occurred.

5. **Sumner Duties and Costs.** The following municipal court duties and costs shall be the responsibility of the City of Sumner:

5.1. **Warrants.** Whenever Sumner executes a warrant, Sumner shall contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.

5.2. **Jail Costs.** Sumner shall be responsible for incarceration arrangements for its defendants and costs for such incarceration, including reimbursement of medical providers as required by RCW 70.48.130 for all Sumner defendants. Sumner shall be responsible for prisoner transports to and from Bonney Lake Municipal Court.

5.3. **Appeals.**

A. In the event that Sumner determines to appeal a case on behalf of the City of Sumner, Sumner will be responsible for the entire appeal process, including the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings, and for the Sumner City Attorney to handle the case. Sumner shall be responsible for Public Defender costs on RALJ Appeals and the costs for transcribing the recordings of the hearings.

B. If a defendant files an appeal on a Sumner case, Bonney Lake will prepare the case for the appeal and the Sumner Prosecutor will be the Attorney of Record on the Appeal. Bonney Lake shall notify the superior court that an appeal has been filed and prepare the case record. Sumner will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings. Sumner shall be responsible for Public Defender costs on a RALJ Appeal and shall be responsible for the costs for transcribing the recordings of the hearings.

5.4. **Witness Fees.** Sumner shall pay all fees for witnesses requested by the prosecutor or public defender in Sumner Municipal Court cases.

5.5. **Jury Fees.** Sumner shall be responsible for paying all jury fees for Sumner Municipal Court cases. Upon completion of a jury trial, Bonney Lake shall forward all relevant juror information to Sumner to pay the jurors. Jurors shall be paid the current established rate (presently \$10 per day plus round-trip mileage paid at the state per diem. For Sumner jury trials, Bonney Lake will request a random list of jurors from Pierce County Superior Court. There is currently no charge to receive this list; however, should a charge be implemented, Sumner shall cover the charge. Bonney Lake shall summon the jurors and select jurors from the Sumner zip code and possibly neighboring zip codes if needed).

5.6. **Interpreter Services.** Sumner shall separately pay for all language interpretation

services required for defendants in Sumner Municipal Court cases. These fees shall be billed to Sumner by Bonney Lake quarterly.

- 5.7. **Video hearings.** When requested by Sumner, Bonney Lake shall make arrangements to accommodate video hearing services for any Sumner matter, and such service shall be included in the Annual Service Fee.
- 5.8. **Public Defender Services.** Sumner will provide its own public defender and conflict public defender services. If during the Term of this agreement Sumner requests to contract for Public Defender Services with Bonney Lake, and Bonney Lake has the capacity to provide public defender services to Sumner, then Sumner will pay the per case fee as outlined in the current (at time of such a request) Bonney Lake public defender contract plus any additional costs for expert witnesses, or for subsequent appeals as outlined in Section 5.3.
- A. Services shall include all those outlined in the Bonney Lake Public Defender services contract, including any and all additional public defense services provided to Bonney Lake defendants.
- B. In addition to the per case fee, Sumner shall pay for the following public defender case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:
1. **Discovery.** Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorney making this charge or court files pertaining to the underlying case;
 2. **Non-Routine Expenses.** Non-routine expenses requested by the Public Defender and preauthorized by order of the Municipal Court. Unless the services are performed by the Public Defender's staff or subcontractors, non-routine expenses include, but are not limited to: medical and psychiatric evaluations; expert witness fees and expenses; interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication; polygraph, forensic and other scientific tests; computerized legal research; investigation expenses; and any other non-routine expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.
 3. **Lay Witness Fees.** Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
 4. **Copying Clients' Files.** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-

conviction relief or habeas corpus public defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

5. **Additional Copying.** Copying Direct Appeal Transcripts for RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public defender is limited to no more than two copies;
6. **Records.** Medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75;
7. **Process Service.** The cost for the service of a subpoena as long as the rate per location is reasonable and customary.
8. **Miscellaneous.** Any necessary costs that the city shall pay as ordered by the appeals court.

5.9. **Transport Services.** Sumner shall be responsible for transporting Sumner defendants back and forth between jail and Municipal Court.

6. **Compensation.**

- 6.1. **Annual Service Fee.** Sumner shall compensate Bonney Lake for the provision of municipal court services through an Annual Service Fee, paid quarterly. The Annual Fee shall represent Sumner's proportionate use of the Bonney Lake Court services, including court capital expenses and courtroom security expenses but excluding the services set forth below. The Annual Fee shall be calculated based upon the adopted Bonney Lake Court and Bonney Lake Police budgets and other budgeted amounts that provide services as part of this Agreement, except for separate charges as provided in this Agreement. The fourth quarter billing shall include an annual reconciliation to account for actual expenditures versus budgeted expenditures.

The Annual Service Fee shall be based on assigned courtroom time plus additional time for work that occurs outside of the courtroom. As of this Agreement the current courtroom time is as follows: 1 day (29%) to Sumner and 2.5 days (71%) to Bonney Lake, however, due to other services that occur outside of the court days, the Parties agree that Sumner's proportionate share as a percentage shall be thirty-percent (30%) of the operations costs. For 2026, Sumner's proportionate share is \$449,651. Bonney Lake will provide Sumner with updated budget numbers whenever the budget impacting this Agreement is adopted or amended. Neither the Annual Service Fee nor the separate charges will be amended more often than once annually to reflect such changes in the Bonney Lake budget.

The Annual Service Fee specifically excludes interpreter, Community Court, and probation costs, and other contemplated services like Prosecution and Public Defender which are subject to additional costs as outlined herein.

- 6.2. **Community Court Service Fee.** The Community Court costs shall be paid separately from the Annual Fee. Such costs shall be paid by Sumner quarterly. Sumner's proportionate share as a percentage shall be thirty-percent (30%) of the Community Court's operations costs.
- 6.3. **Prosecution Services.** If either City elects to utilize the other's prosecution services for more than three consecutive court days, the City utilizing the service shall pay the daily rate, based on a pro-rated month, which is equal to the then-current prosecution contract between Bonney Lake and the attorneys serving as the Bonney Lake prosecutor.
- 6.4. **Probation Services.** Bonney Lake shall provide probation services for Sumner cases, including a reasonably proportionate share of community service work to be performed in Sumner in coordination with the City of Sumner, at a per case fee of \$600.00. Bonney Lake shall invoice Sumner for probation services on a quarterly basis.
- 6.5. **Court Security.** Bonney Lake shall provide a Bonney Lake CSO or Law Enforcement Officer for court security for each Sumner courtroom day. Sumner shall pay thirty percent (30%) of the overall court security costs, and such payment shall be invoiced as part of the Annual Service Fee.
7. **Adjustment to Cover Mandates or Additional Requirements.** In the event that the Bonney Lake Municipal Court's duties and accompanying costs under this Agreement are expanded or increased, the Parties agree that Bonney Lake will provide written notice to Sumner regarding the increase in the fees or a supplemental fee to cover the costs for the change at least thirty (30) days prior to such change taking effect. This adjustment is different than the Annual Fee adjustment as it is based on external cost increases that are outside the control of either Party.
8. **Periodic Adjustments.**
 - 8.1 **Fees.** Biennially, during the Term of this Agreement, the Parties shall meet to review the Annual Service Fee, Community Court Service Fee, and any proposed staffing or service changes proposed by Bonney Lake. Any proposed increase that would cause Sumner's Annual Service Fee or Community Court Service Fee to increase by more than 10% over the prior year will require Bonney Lake to provide Sumner with a minimum of 180 days' advance written notice for the amounts over 10%, unless otherwise agreed by Sumner.
 - 8.2 **Services.** Quarterly, during the Term of this Agreement, appropriate City staff from both Bonney Lake and Sumner shall meet to discuss the services and staffing being

provided hereunder, and agree to collectively work towards the timely resolution of any matters that may arise.

9. **Court Calendar.** Sumner shall have a standing court day every Thursday. If Thursday is a legal holiday, Sumner's court day shall be moved to Tuesday of that week. The City Administrator for each Party shall meet periodically with the Judicial Branch Administrator to discuss any calendaring issue ahead of time, and to establish any special calendar days, in order to ensure the smooth operation of the courts for each Party. In addition, if Sumner and Bonney Lake have the same judge, both Sumner and Bonney Lake "first appearance" cases and any other necessary emergency hearing may be worked into the other Party's court day, subject to the availability of that city's prosecutor and public defender, without any additional service fees, to ensure the timely processing of any in-custody defendants.
10. **Disbursal of Local Court Revenues to Sumner.** Pursuant to RCW 3.62.070 and RCW 39.24.180, Sumner shall receive one hundred percent (100%) of Local Court Revenues from Sumner Municipal Court cases to include NSF returned check fees, and monitoring fees (bench probation/SOC monitoring) and restitution or reimbursement to Sumner excluding crime victims, or other restitution as may be awarded by a judge. Local Court Revenues include all fines, forfeited bail, penalties, court costs, recoupment and parking ticket payments derived from Sumner Municipal Court cases after payment of any and all assessments required by state law thereon. Sumner shall reimburse Bonney Lake for Active Probation Costs and cost for copies and or fees for copies of recordings.
11. **Payment of State and County Assessments.** Sumner shall be responsible for paying to the State of Washington and Pierce County all amounts due and owed to the State and County relating to Sumner Municipal Court cases filed at Bonney Municipal Court out of the gross revenues received from Bonney Lake for the Sumner Municipal Court cases.
12. **Duration.** The initial term of this Agreement shall commence January 1, 2026, and shall expire on December 31, 2028 (the "Initial Term"). The Duration of the Agreement shall thereafter automatically renew for successive two (2) year terms (collectively the "Term") unless terminated earlier by either party pursuant to Section 13 of this Agreement.
13. **Termination.** Either Party shall have the right to terminate this Agreement with or without cause at any time during the term of this Agreement, including the initial term, by providing written notice of intention to terminate at least eighteen months (18 months) prior to expiration of this Agreement or any renewal thereof except as provided in this Section. If the Agreement is terminated by either Party, the Parties agree to work cooperatively together to ensure the orderly transition of all Sumner cases from Bonney Lake Municipal Court to the new venue. The Parties intend that upon termination, no cases nor court records will remain at the Bonney Lake Municipal Court. If Sumner does leave cases behind following termination, then Sumner agrees to continue payment of the Annual Fee and other fees in accordance with this Agreement based on the then-applicable percentage of services utilized by the cases left at Bonney Lake Municipal Court. Such agreement may

not be terminated until such time as there are no cases or records at Bonney Lake Municipal Court.

14. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Department of Records upon full execution, or, in lieu of recording, published electronically on the website of both Parties.
15. **Indemnity.** Each Party shall defend, indemnify and hold the other Party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each Party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each Party's officers, officials, employees or volunteers. The Parties agree that their obligations under this paragraph extend to claims made against one Party by the other Party's own employees or agents. Each Party shall defend, indemnify and hold the other Party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinance, rules or regulations, policies or procedures of each respective Party. If any cause, claim, suit, action or administrative proceeding is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy or procedure of a Party hereto, that Party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this indemnification only, the Parties, by mutual negotiation, hereby waive, as respects the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.
16. **Dispute Resolution.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the designated representatives of each city and if unsuccessful, then the Parties agree to submit the dispute to non-binding mediation/dispute resolution. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence, including appeal fees and costs.

If the Parties are unable to resolve the dispute with information procedures or mediation, then either Party may request binding arbitration in accordance with Chapter 3.50 RCW and Chapter 7.04A RCW. Each Party shall bear its own expenses but shall pay one-half of the arbitration fees. The Parties agree to cooperate in selecting an arbitrator by exchanging lists or proposed arbitrators and working towards a joint selection. If the Parties cannot agree on a single arbitrator, then arbitration shall be by panel with each Party appointing

an arbitrator and the two arbitrators selecting the third arbitrator. Such appointments shall be consistent with RCW 7.04A.110.

17. **Employment.** No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Sumner as a result of this Agreement. All employees of the Bonney Lake Municipal Court are Bonney Lake employees. No employee or agent of Sumner shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the Parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other Party.
18. **Notice.** Any notices required to be given under the Agreement shall be deemed sufficient if in writing and delivered personally or sent via certified mail to the following Parties at the following addresses:

To Bonney Lake: City of Bonney Lake Mayor 9002 Main St. E. Bonney Lake, WA 98391	To Sumner: City of Sumner Mayor 1104 Maple Street Sumner, WA 98390
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19. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.
20. **Insurance.** Each Party to this Agreement shall maintain auto, general, errors and omissions, and employment practices liability insurance at least equivalent to the minimum coverage provided through the Washington Cities Insurance Authority (WCIA). Such insurance coverage shall be maintained during the entire term of this Agreement and all extensions thereto.
21. **Non-Assignability.** The rights, duties, and obligations of either Party to this Agreement shall not be assignable. This provision does not apply to collection services.
22. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
23. **Termination of Community Court Interlocal Agreement.** The Parties have consolidated the Community Court Interlocal Agreement into this Court Services Agreement and therefore, by approving and executing this Agreement, the Parties intend to terminate the Community Court Interlocal Agreement as of the effective date of this Agreement.

24. **Entire Agreement.** The entire agreement between the Parties with respect to the subject matter hereunder is contained in this Agreement. Amendments may be made at any time during the Term of this Agreement, but no amendments to this Agreement shall be binding upon the Parties unless such amendment is in writing and executed by the duly authorized representatives of all the Parties, provided that if the Parties agree a modification is minor and does not substantively alter the Agreement to a significant degree, each Party's City Administrator may approve the change. By way of example, the exclusion or implementation of Community Court grants would be considered a minor modification that can be implemented by the City Administrators. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the Parties, and such prior statements shall not alter this Agreement.

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

Dated this ____ day of _____, 2025.

CITY OF BONNEY LAKE

CITY OF SUMNER

Terry Carter, Mayor

Kathy Hayden, Mayor

Date: _____

Date: _____

Jason Wilson, City Administrator

Date: _____

ATTEST

ATTEST

Sadie A. Schaneman, CMC
City Clerk

Michelle Converse
City Clerk

APPROVED AS TO FORM

Jennifer S. Robertson, City Attorney

APPROVED AS TO FORM

Andrea Marquez, City Attorney

SUBJECT: Annual Microsoft License Renewal

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. City of Sumner License Renewal
-

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

The City needs to renew our Microsoft Enterprise Agreement (EA). To secure favorable pricing and maintain seamless licensing, we will need to sign a new **3-year EA** beginning **August 1, 2025**. This agreement locks in pricing through FY2028 and ensures continuity across Microsoft services, including productivity tools, Teams Phone, endpoint security, storage, and Power Platform capabilities.

The 3-year renewal agreement is for \$342,485.88 and is provided by CDW-G. They allow us to pay that total in three yearly installments of \$114,161.96. This annual amount is less than our 2025 budget of \$121,000 and of 2026 budget of \$125,000.

City Purchasing Policy requires any purchase in excess of \$100,000 to be authorized by Council.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 7/10/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve the attached license renewal for a period of three-years.



Enterprise Quote
for

VSL Specialist Lawrence Roberts
Channel Price Sheet Month Jun-25

City of Sumner

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3		
				Price	Extended	Price	Extended	Price	Extended	
										Online Subscriptions
7KB-00001-12-SLG	Defender Endpoint P2 GCC Sub Per User	D	56	\$ 56.22	\$ 3,148.32	\$ 56.22	\$ 3,148.32	\$ 56.22	\$ 3,148.32	
7JI-00001-12-SLG	Defender Endpoint Server GCC Sub	D	40	\$ 56.22	\$ 2,248.80	\$ 56.22	\$ 2,248.80	\$ 56.22	\$ 2,248.80	
GLN-00001-12-SLG	Defender O365 P2 GCC Sub Per User	D	56	\$ 47.57	\$ 2,663.92	\$ 47.57	\$ 2,663.92	\$ 47.57	\$ 2,663.92	
AAD-63092-12-SLG	M365 F3 Unified GCC Sub Per User	D	35	\$ 86.88	\$ 3,040.80	\$ 86.88	\$ 3,040.80	\$ 86.88	\$ 3,040.80	
AAD-34704-12-SLG	M365 G3 Unified FUSL GCC Sub Per User	D	21	\$ 402.97	\$ 8,462.37	\$ 402.97	\$ 8,462.37	\$ 402.97	\$ 8,462.37	
AAL-45735-12-SLG	M365 G5 GCC Sub Per User	D	116	\$ 638.04	\$ 74,012.64	\$ 638.04	\$ 74,012.64	\$ 638.04	\$ 74,012.64	
M9T-00002-12-SLG	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	D	1500	\$ 2.29	\$ 3,435.00	\$ 2.29	\$ 3,435.00	\$ 2.29	\$ 3,435.00	
7VX-00001-12-SLG	Planner & Project P5 GCC Sub Per User	D	5	\$ 523.30	\$ 2,616.50	\$ 523.30	\$ 2,616.50	\$ 523.30	\$ 2,616.50	
1O5-00001-12-SLG	Power Automate Premium GCC Sub Per User	D	1	\$ 167.90	\$ 167.90	\$ 167.90	\$ 167.90	\$ 167.90	\$ 167.90	
SEL-00001-12-SLG	Power Apps Premium GCC Sub Per User	D	1	\$ 223.87	\$ 223.87	\$ 223.87	\$ 223.87	\$ 223.87	\$ 223.87	
NYH-00001-12-SLG	Teams AC with Dial Out US/CA GCC Sub Add-on	D	56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
LM9-00029-12-SLG	Teams Domestic Calling Plan GCC Sub Phone System Per User	D	137	\$ 89.55	\$ 12,268.35	\$ 89.55	\$ 12,268.35	\$ 89.55	\$ 12,268.35	
KXJ-00001-12-SLG	Teams Shared Devices GCC Sub Per Device	D	19	\$ 76.07	\$ 1,445.33	\$ 76.07	\$ 1,445.33	\$ 76.07	\$ 1,445.33	
P3U-00001-12-SLG	Visio P2 GCC Sub Per User	D	3	\$ 142.72	\$ 428.16	\$ 142.72	\$ 428.16	\$ 142.72	\$ 428.16	
VRM-00001-12-SLG	Win OLS Activation User GCC Sub Per User	D	172	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total				\$	114,161.96	Total	\$	114,161.96	Total	\$ 114,161.96
Three Year Total				\$	342,485.88					

Notes

No Tax Referenced
Renewal of EA # 8540217 - End Date : 7/31/2025
Contract - KCDA

TAX not included in pricing above. AM will provide CDW quote
with TAX if applicable.

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

SUBJECT: Resolution No. 1727 - Therapeutic Court Grant Acceptance

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1727 - Therapeutic Court Grant Acceptance
-

STAFF CONTACT:

SUMMARY BACKGROUND: The City has been awarded \$103,785 from the Washington State Administrative Office of the Courts to fund our Therapeutic Court. This agreement begins July 1, 2025 and ends June 30, 2026.

Therapeutic Courts are specialized courts that give the opportunity for a participant to engage in a closely monitored program to address the reasons for their involvement in the criminal justice system as a way to build lasting whole person health and recovery, with the goal of having their charges dismissed and avoiding further involvement with the criminal legal system.

Therapeutic courts are comprised of interdisciplinary teams led by a judge who works collaboratively to support and provide supervision to participants through behavioral health challenges that contribute to their court involvement. There are many therapeutic court types and each one specializes in supporting participants through social and behavioral health services designed to address their individual needs.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel

MEETING/STUDY SESSION DATE: 7/10/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1727 - Therapeutic Court Grant Acceptance.

**RESOLUTION NO. 1727
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**

WHEREAS, The City of Sumner has established a Therapeutic Court Program to help reduce recidivism for drug related crimes; and

WHEREAS, to help accomplish and fund the Therapeutic Court, the City of Sumner applied for State funding; and

WHEREAS, The Washington State Administrative Office of the Courts awarded the City \$103,785; and

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

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

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

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

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

Section 3. 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 full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this 21st of July, 2025.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AGREEMENT # IAA26860
AND
SUMNER MUNICIPAL COURT
FOR
THERAPEUTIC COURTS**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Sumner Municipal Court, referred to as "Court or Agency".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to Courts for assisting with costs related to Therapeutic Courts.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Use funding to identify individuals before their Therapeutic Court, as defined by [RCW 2.30.030](#), with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application. Funds will be allocated using budget line items with the following categories: Personnel Costs, Staff Equipment & Technology, Team Training/Travel, Treatment Services and Recovery Supports.

b. Submit reports to CLJ Therapeutic Court Program, following the following guidelines:

- i. Content of reports shall include:
 - Document the progress of their Therapeutic Court Program.
 - Identify the number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations).
 - The services provided to program participants for the corresponding quarter.
 - Challenges faced by the Court in operating their Therapeutic Court Program during the corresponding quarter.
 - Any questions CLJ Therapeutic Court staff include in the reporting portal
- ii. Reporting Schedule, reports shall be submitted quarterly observing the information provided below:

Period	Quarter	Report Due
07/01/25-09/30/25	1	10/15/25
10/01/25-12/31/25	2	01/15/26
01/01/26-03/31/26	3	04/15/26
04/01/26-06/30/26	4	7/15/26 (final report for the year)

*** Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.**

- iii. Reporting shall be done in reporting portal, which will be provided via email prior to the quarterly report due date to Court by AOC Program Manager via email.
- c. Submit questions related to deliverables or the required applicability to Court to your CLJ Therapeutic Court Contract Manager via email.
- d. Other deliverables shall be required applicable to a specific Therapeutic Court may include the following:
 - i. Planning:
 - Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
 - Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
 - Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).

- Equity and inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).
- ii. Implementation
 - Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
 - Hold community partner meetings (prosecution, defense, treatment, law enforcement, probation, etc.).
 - Create Memorandum of Understanding (MOU's) with stakeholders.
- iii. Scale and Sustain
 - Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
 - Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
 - Develop system to track and evaluate performance of therapeutic court programming.
- iv. Other
 - Engage in technical assistance with the CLJ Therapeutic Courts team.
 - Attend regular meetings with the Administrative Office of the Court CLJ Therapeutic Courts team.
 - Attend trainings identified and/or provided by the CLJ Therapeutic Courts team.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2025, and end on June 30, 2026, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

The amount awarded may not exceed **\$103,785.00** for payments made during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

Cost Category	Amount
Personnel Costs	\$93,285.00
Staff Equipment & Technology	\$2,000.00
Team Training/Travel	\$4,500.00
Treatment Services	\$2,000.00
Recovery supports	\$2,000.00
Total Amount	\$103,785.00

Ten percent (10%) or less of these funds can be moved from one category to another without exceeding the total amount of the funds provided. Any adjustments beyond 10% require written approval of AOC CLJ Therapeutic Court Contract Manager. This can be an authorization provided by email.

A list of allowable and unallowable expenses is provided to Court within attachment A of this agreement and should be referenced for adequate use of funds.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. REVENUE SHARING

- a. The AOC will notify the Court no later than May 1, 2026 **via unilateral amendment to the agreement** that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.
- b. The Court must submit the final program Invoice to the AOC CLJ TC Therapeutic Court Contract Manager no later than July 12, 2026. The revenue sharing process must be completed by August 1, 2026.

7. INVOICES; BILLING; PAYMENT

The Agency will submit properly prepared itemized invoices via email on an A19 form addressed to AOC Program Manager at CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Agreement Number: IAA26860
- Agency name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC CLJ Therapeutic Court Contract Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. AGREEMENT MANAGEMENT

The CLJ Therapeutic Court Contract Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
Mindy Nelson-Oakes PO Box 41170 Olympia, WA 98504-1170 Mindy.Nelson-Oakes@courts.wa.gov	Krista Swain 1104 Maple St Sumner, WA 98390 kristas@sumnerwa.gov

9. RECORDS, DOCUMENTS, AND REPORTS

- Records Retention. The Agency shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The agency will retain all books, records, documents, and other material relevant to this contract as required, a minimum of six (6) years after end of period of performance (including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is

commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.

- b. Public Records. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under General Court Rule 31.1. For additional information, please contact the AOC Public Records Officer.

10. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized

representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.

- a. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- b. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- c. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- d. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- e. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- g. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- h. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- i. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.

- j. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- k. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- l. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- m. Right of Inspection. The Agency shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- n. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- o. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- p. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
- q. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may

elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- r. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- s. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**Sumner Municipal Court
THERAPEUTIC COURTS**

Signature *Date*

Signature *Date*

Dawn Marie Rubio

Name

Kathy Hayden

Name

Title

Mayor

Title

ATTACHMENT A: USE OF FUNDS

FY2026 Use of Funds	
<u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.	<u>Unallowable Expenses</u> Funds cannot be used for: • Replacing or supplanting the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding). • Program incentives that constitute a gift or reward. • Items and activities outside of the cost categories listed in the Court's contract. The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.
<u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures Court Staff including: • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers ○ Judges ○ Pro Tem Judges ○ Commissioners	<u>Personnel Costs</u> Court Staff including: • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost

<u>Supporting documents</u> must list staff member name, staff member title, pay period • Payroll Ledgers • Pay Stubs Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Staff Equipment & Technology</u> • Includes equipment, supplies, software, and IT maintenance for staff that support the program. • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats	<u>Staff Equipment & Technology</u> • Furniture ○ Couches ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology ○ A/V equipment for conference rooms

Supporting documents must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities. Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov Prioritized Trainings • WSADCP trainings/conferences • All Rise trainings/conferences Other Eligible Training Suggestions upon approval of contract team • NADCP trainings/conferences • Center for Justice Innovation (CJI) trainings/conferences Travel expenses related to training • Meals (per diem rate) • Air travel – travel insurance/refundable tickets recommended • Lodging (per diem rate) – the AOC will not reimburse until after checkout • Transportation ○ Mileage ○ Car rental ○ Parking	<u>Team Training/Travel</u> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

○ Other Transport ▪ Ferries ▪ Taxis ▪ Uber/Lyft ▪ Bus fare ▪ Shuttle fare ▪ Subway/Link/Railway fare *Tips cover transportation and must not be over 15% of purchase total. <u>Supporting documents</u> must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care. • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing	<u>Treatment Services</u> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

• Treatment Staff/Peer Support contracted by the court ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i> • Participant Transportation ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff	<u>Recovery Supports</u> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.

○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education ○ Parenting Classes ○ Financial Literacy • Graduation supplies • Driver's license/ID replacement fee <u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
<u>Other Direct Costs</u> Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov	

SUBJECT: Pavement Crack Seal - Change Order

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$69,000.00

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 \$69,000.00 for a total contract amount of \$147,500.00.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/1/2025

COMMITTEE RECOMMENDATION: Do Pass

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 \$69,000.00 to a total authorized amount not-to-exceed \$161,810.00, 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.



1104 MAPLE STREET, SUMNER WA 98390

PUBLIC WORKS DEPARTMENT

Suite 260

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

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 \$4,000.00 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 \$5,000.00 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	\$69,000
Applicable WSST Tax on this Change Order	\$0.00
Days Required $\pm$ for this Change Order	0 working days

CHANGE ORDER 01: Additional Crack Seal

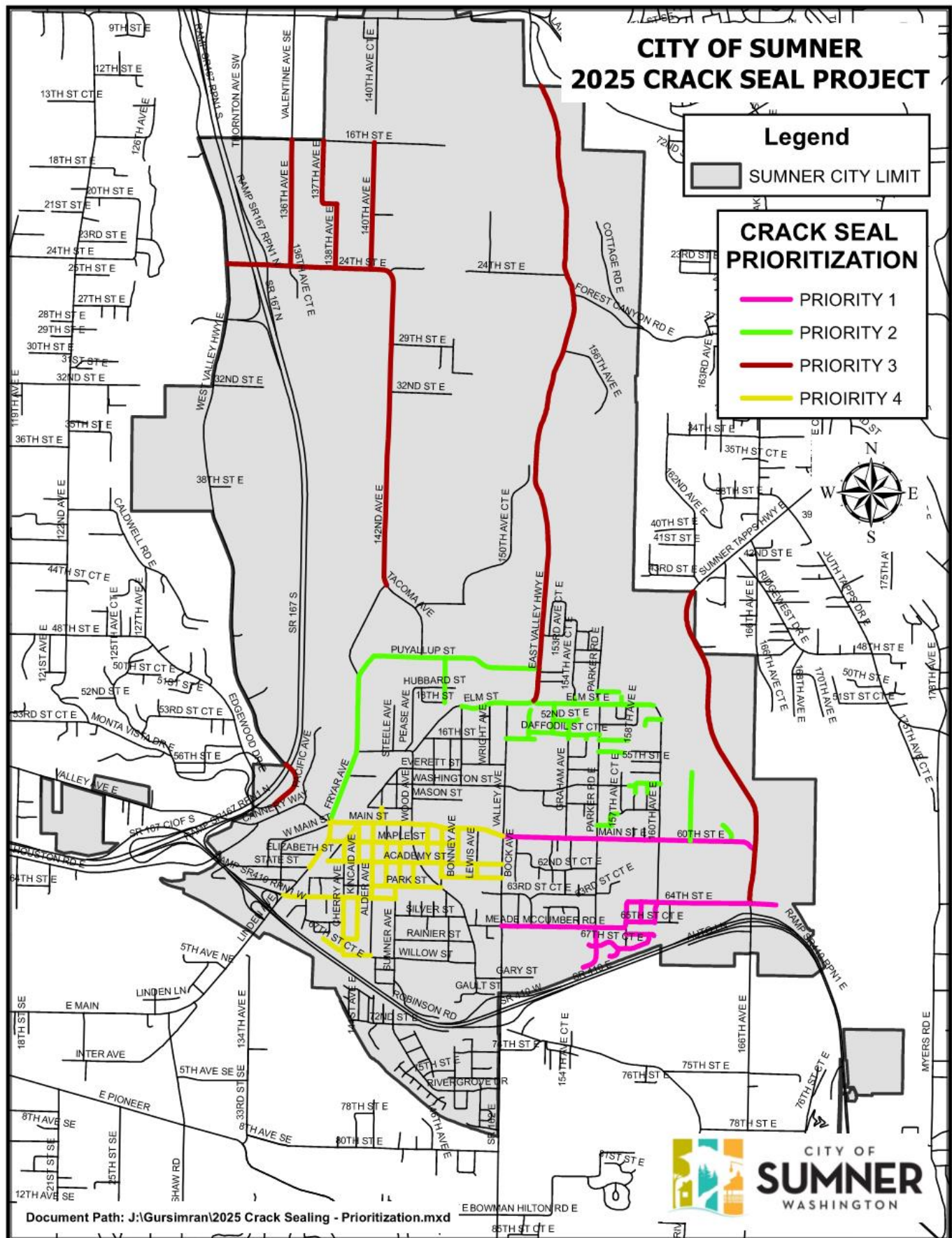
The Contractor accepts all requirements of this Change Order by signing below. Also, pursuant to the above-referenced contract, Contractor agrees to waive any protest it may have regarding this Change Order and acknowledges and accepts that this Change Order constitutes final settlement of all claims 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.

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



SUBJECT: Approval of the checks and electronic payments in the amount of [\\$12,667,834.64](#).

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Signature Page

STAFF CONTACT:

SUMMARY BACKGROUND:

Approval of checks and electronic payments.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From:	36583	To:	36733	\$898,322.05
Use Tax (paid to WA State Department of Revenue)		5/24/2025	To:	6/27/2025	\$1,834.30
Voided Check(s)		0	And:	0	\$-
Voided EFT(s)		-	To:	-	\$-
Voided Wire(s)		-		-	\$-
AP Electronic (EFTs) Payments:	From:	981	To:	1025	\$9,324,788.24
AP Wire(s):	From:	15442	To:	15448	\$5,569.95
Payroll & Benefits Electronic Payments	From:	5/24/2025	To:	7/10/2025	\$2,409,330.10
Payroll & Benefits Checks	From:	10065	To:	10067	\$27,990.00
				TOTAL	\$12,667,834.64

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

Signed by:
Kassandra Raymond
Chief Financial Officer

7/7/2025 | 4:15 PM PDT
Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of:

\$12,667,834.64

Signed by:
Patricia Cole
Chair
Carl K...
Committee Member
Barbara Bitetto
Committee Member

7/14/2025 | 8:29 AM PDT
Date
7/7/2025 | 4:17 PM PDT
Date
7/7/2025 | 9:15 PM PDT
Date

SUBJECT: Ordinance No. 2931 - Forming a Transportation Benefit District

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. TBD Presentation
 2. Ordinance No. 2931 - Forming a Transportation Benefit District
-

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

In making difficult priority decisions for the 2025-2026 Biennial Budget, road maintenance did not get funded as high as staff or council would have preferred. The City Council asked staff to review the process for a Transportation Benefit District (TBD) in 2025. The State had established TBDs as a funding mechanism local governments could use for a number of reasons, the most popular being roadway maintenance. Many cities in Pierce County have already established TBDs for quite a few years.

In February and March, Council reviewed the process for forming and funding a TBDs as well as the benefits and drawbacks. They asked staff to proceed with the process. The State outlines a three-step process for TBDs:

- 1) A City must form the new district.
- 2) The City may have their Council assume leadership of the district rather than having a separate board or process.
- 3) The City must decide how it's going to fund the district from the variety of choices outlined by State law.

Tonight, the Council is considering the first step - forming the district. Staff recommend that the City form the District to include the entire City of Sumner corporate boundary as the boundary currently exists or as it may exist following future annexations. Council expressed no desire to form a district that covered only a portion of the City of Sumner.

In addition, Councilmembers asked staff to pursue only the funding option of a 0.1% sales tax. While this decision will be formalized in the third step of the process, staff have drafted the code forming the TBD to allow only this funding option. The reason for this is to be very transparent with the public and not leave any ambiguity regarding how the TBD would be funded after formation.

COUNCIL COMMITTEE/STUDY SESSION: Study Sessions and Public Hearing

MEETING/STUDY SESSION DATE: 6/23/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2931, forming a Transportation Benefit District.

Forming a Transportation Benefit District

July 21, 2025



Refresher

- Form a Transportation Benefit District for all of Sumner.
- Use the 0.1% Sales Tax Option available through a Council vote.
NOTE: ordinance to form the district limits council to this option only.
- Generates \$800,000 - \$850,000 per year exclusively for transportation construction, maintenance.
- Renewable after 10 years.

A photograph of a residential street undergoing construction or maintenance. The road is paved with asphalt and shows signs of wear. On the right side, there are orange traffic cones and a diamond-shaped warning sign. In the background, there are houses, trees, and a clear blue sky with some clouds.

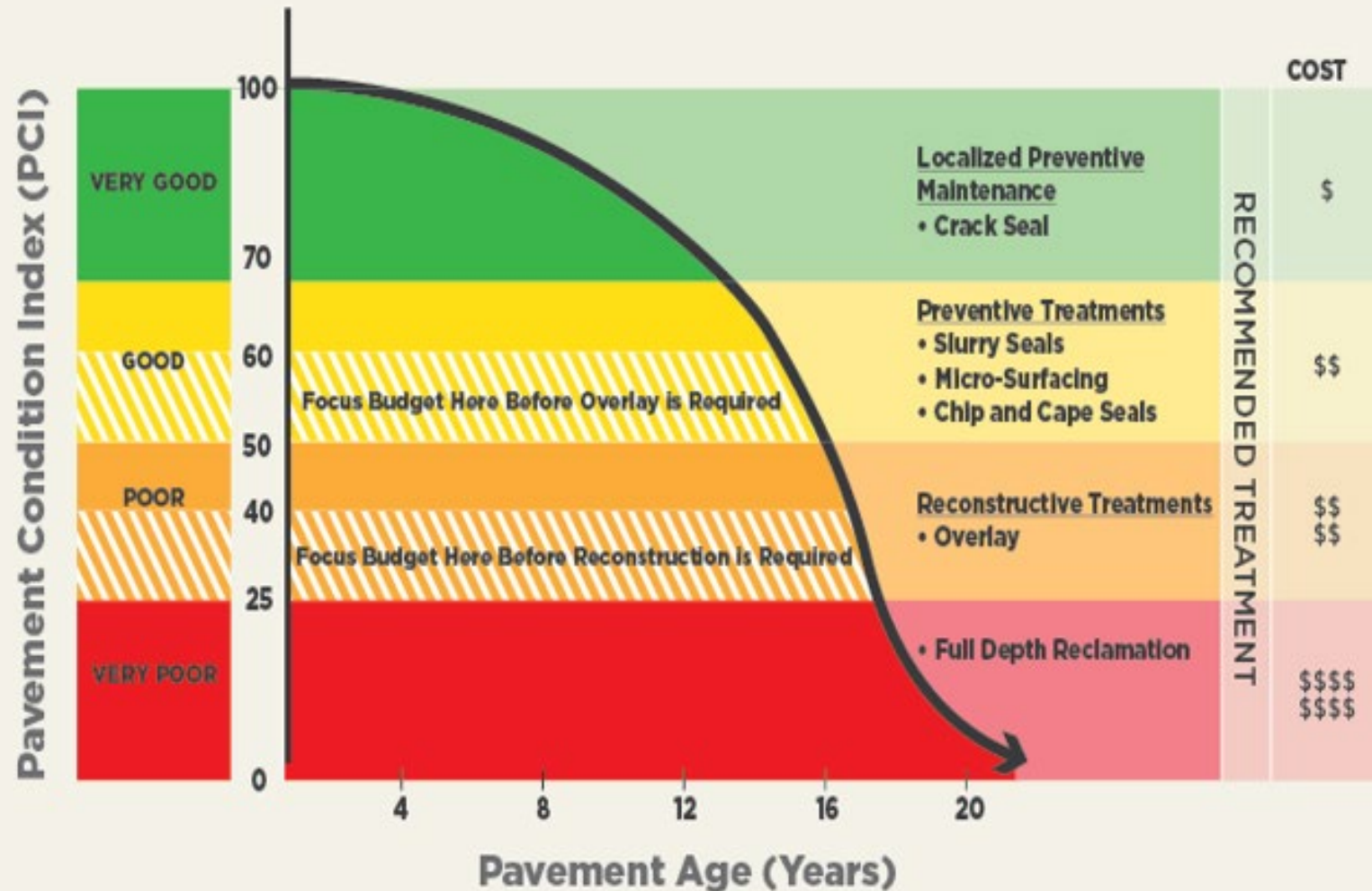
What It Would Do

Provide a stable funding source for roads, transit service, sidewalks, transportation demand management. Costs can be for construction, maintenance, and operation.

Provides funding to keep up with current maintenance cycle without falling behind.

THE CONCEPT OF PAVEMENT PRESERVATION

CATCH STREETS BEFORE THEY FAIL





No Alternatives

- Few/no grants available for maintenance, especially residential roads.
- 1% cap on property tax revenue drives tough budget choices.
- Only other funding option – LID – puts sole burden on property owners, not all users of roadways.

Public Engagement

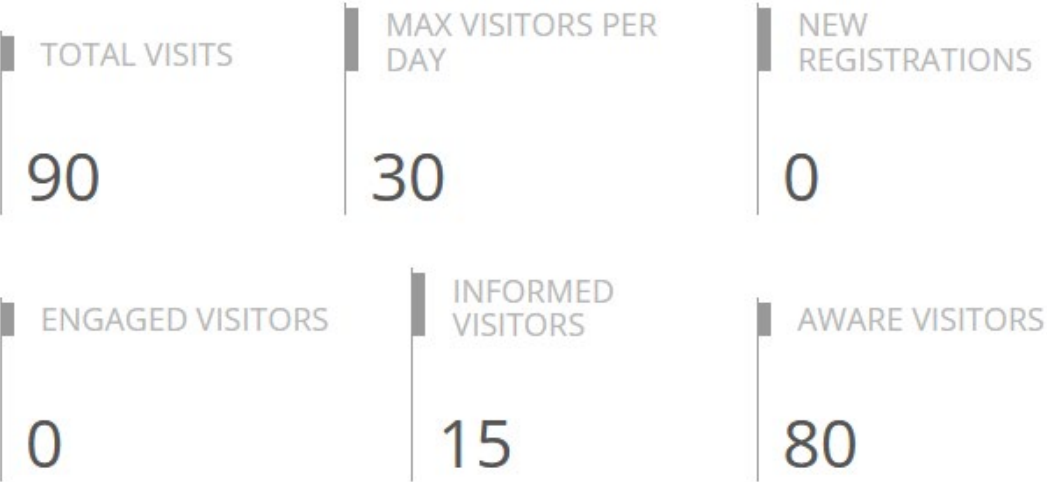
OTHER ENGAGEMENT

- Study Sessions (Feb & March)
- Spring Open House 4/15
- Public Notice 6/24
- Website Homepage post 6/25
- Public Hearing 7/7
- Print newsletter – coming soon!

SUMNER CONNECTS PAGE

No comments

Highlights



Process from Here

Form the TBD

☒ Public Hearing 7/7

- **Ordinance
(Formation)
7/21 Council
Mtg**



Assume the TBD

- Resolution setting Public Hearing 7/21
- Notice 7/23 & 7/30
- Public Hearing 8/4 Council Mtg
- Ordinance (Assumption) 8/18 Council Mtg



Funding the TBD

- Ordinance (Funding) 9/2 Council Mtg

Collection Goal: beginning in 2026

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

AN ORDINANCE OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE SUMNER MUNICIPAL CODE TO ENACT A NEW CHAPTER 12.110 ENTITLED TRANSPORTATION BENEFIT DISTRICT, ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT IN THE CITY OF SUMNER, SPECIFYING THE BOUNDARIES FOR THE TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE MAINTENANCE AND PRESERVATION OF EXISTING TRANSPORTATION IMPROVEMENTS, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, the City Council of the City of Sumner is vested under the Constitution of the State of Washington with the power and responsibility to improve, maintain, protect, and operate public ways within the corporate limits of the City pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW; and

WHEREAS, the City's ability to provide necessary transportation preservation and maintenance is limited by lack of sufficient and reliable transportation funding; and

WHEREAS, the ongoing annual costs to preserve and maintain the City's transportation infrastructure continue to rise while dedicated revenues have decreased, leaving the City unable to continue to adequately preserve and maintain the City's transportation infrastructure without identifying alternative funding opportunities; and

WHEREAS, Chapter 36.73 RCW provides for the establishment of transportation benefit districts and for the levying of additional revenue sources for transportation improvements within the District that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, RCW 35.21.225 authorizes the City Council to establish a transportation benefit district subject to the provisions of Chapter 36.73 RCW; and

WHEREAS, the City desires to form a Transportation Benefit District that includes the entire City of Sumner corporate boundary as the boundary currently exists or as it may exist following future annexations; and

WHEREAS, the City, after giving proper notice, conducted a public hearing and took public comment regarding the proposed establishment of a Transportation Benefit District in accordance with RCW 36.73.050; and **WHEREAS**, the City Council of the City of Sumner finds it to be in the best interests of the City to establish a city-wide Transportation Benefit District for the preservation and maintenance of the City's transportation infrastructure consistent with Chapter 36.73 RCW, to protect the City's long-term investments in that infrastructure, to reduce the risk of transportation facility failure, to improve safety, to continue optimal performance of the infrastructure over time, and to avoid more expensive infrastructure replacements in the future; and

WHEREAS, the City Council of the City of Sumner shall be the governing body for the

Transportation Benefit District acting in an ex officio and independent capacity;

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

Section 1. Purpose. The purpose of this Ordinance is to establish a Transportation Benefit District pursuant to RCW 35.21.225 and RCW 36.73. The City Council finds it is in the public interest to provide funding for the purposes of ongoing transportation improvements that preserve, maintain, and as appropriate, construct or reconstruct the transportation infrastructure of the City of Sumner, consistent with Chapter 36.73 RCW.

Section 2. Adoption of Chapter. S MC 12.110 Sumner Transportation Benefit District, is hereby adopted to read as follows:

Chapter 12.110

SUMNER TRANSPORTATION BENEFIT DISTRICT

Sections:

- 12.110.010 Establishing Transportation Benefit District
- 12.110.020 Governing Board
- 12.110.030 Functions of the District
- 12.110.040 Transportation Improvements Funded
- 12.110.050 Dissolution of District

12.110.010 Establishing Transportation Benefit District. There is created a transportation benefit district to be known as the Sumner Transportation Benefit District or “District” with geographical boundaries comprised of the corporate limits of the City as they currently exist or as they may exist following future annexations.

12.110.020 Governing Board.

- A. The governing board or “Board” of the transportation benefit district shall be the Sumner City Council acting in an ex officio and independent capacity, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW.
- B. The treasurer of the transportation benefit district shall be the City’s Chief Financial Officer or Finance Director.
- C. The Board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1).
- D. The Board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).

12.110.030 Functions of the District.

- A. The District Board may authorize a one-tenth of one percent sales tax as authorized by RCW 36.73.065 and RCW 82.14.0455. Any expansion of the authorized purposes of the District shall be undertaken only after notice, hearing, and adoption of an ordinance in accordance with RCW 36.73.050(2)(b) or a vote of the people pursuant to RCW 36.73.065(3).
- B. When authorized by the voters pursuant to the requirements of Chapter 36.73, other taxes, fees, charges and tolls, or increases in these revenue services may be assessed for the preservation, maintenance, and operations of City streets. Additional transportation improvements may be added to the functions of the District upon compliance with the requirements of said chapter.

12.110.040 Use of Funds.

The funds generated by the District shall be used for any purpose allowed by law, including to operate the District and to make transportation improvements that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW. The transportation improvements funded by the District shall be made in an effort to protect the City's long-term investments in its infrastructure, to reduce the risk of transportation facility failure, to improve safety, to continue optimal performance of the infrastructure over time, to avoid more expensive infrastructure replacements in the future and to improve multi-modal connectivity within the City of Sumner.

12.110.050 Dissolution of District. The transportation benefit district shall be automatically dissolved when all indebtedness of the District has been retired and when all of the District's anticipated responsibilities have been satisfied. Street preservation, maintenance, and operation are ongoing, long-term obligations of the City.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary consisting of the title.

Section 5. 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 6. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 21st day of July, 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted: XXX XX, 2025
Date of Publication: XX XX, 2025 Online / XX ZZ, 2025
Effective Date: XX, XX, 2025

SUBJECT: Resolution No. 1728 - Setting a Public Hearing Date for Transportation Benefit District Assumption

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Presentation
2. Resolution No. 1728 - Setting a Public Hearing Date for Transportation Benefit District Assumption

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

In making difficult priority decisions for the 2025-2026 Biennial Budget, road maintenance did not get funded as high as staff or council would have preferred. As an alternative funding source for street maintenance, the City Council asked staff to review the process for a Transportation Benefit District (TBD) in 2025. The State established TBDs as a funding mechanism local governments could use for a number of reasons, the most popular being roadway maintenance. Many cities in Pierce County established TBDs and have been utilizing them for quite a few years.

In February and March, Council reviewed the process for forming and funding a TBD as well as the benefits and drawbacks. They asked staff to proceed with formation. The State outlines a three-step process for TBDs:

- 1) A City must form the new district. (The ordinance to form the new district is earlier on this agenda.)
- 2) The City may have their Council assume leadership of the district rather than having a separate board or process, which requires a public hearing.
- 3) The City must decide how it's going to fund the district from the variety of choices outlined by State law.

With this resolution, the Council announces Monday, August 4, 2025, at approximately 6:00pm, in the Council Chambers of City Hall at 1104 Maple Street, Sumner, Washington, as the time and place for a public hearing to receive public comment on assuming leadership of a Transportation Benefit District (TBD). Written comments must be submitted by 4pm the day of the hearing to the City Clerk, Michelle Converse at michellec@sumnerwa.gov.

Per MRSC:

"Any city or county that forms a TBD with boundaries that are coterminous with the boundaries of the city or county may 'assume' all of the TBD's rights, powers, functions, and obligations, with the result that the TBD ceases to exist as a separate legal entity ([Chapter 36.74 RCW](#)).

The city or county legislative authority must first hold a public hearing according to the requirements of [RCW 36.74.020-.030](#). If, after the hearing, the legislative authority determines that 'public interest or welfare would be satisfied' by the assumption of the TBD, it passes an ordinance or resolution that abolishes the TBD governing body and vests the city or county legislative authority with all the rights, powers, functions, and obligations that the TBD governing body possessed."

Although this step is not required to form and fund a TBD, most other cities that have established TBDs have also assumed their powers.

COUNCIL COMMITTEE/STUDY SESSION: Multiple Study Sessions MEETING/STUDY SESSION DATE: 6/23/2025 COMMITTEE RECOMMENDATION: Do-Pass
--

STAFF RECOMMENDATIONS/MOTION:

Pass this Resolution setting a Public Hearing on August 4, 2025, on the proposal to have Council assume leadership of the newly formed Sumner TBD.

Assuming Leadership of a Transportation Benefit District

July 21, 2025



Why Assume?

With Assumption

- Council is the leadership board for the TBD as well.
- TBD business decisions can be made at Council meetings.
- Reporting is cleaner for Finance.
- More efficient and predictable.

Without Assumption

- Council or other group may lead the TBD.
- TBD business decisions must be held at separate meetings.
- Could be more confusing to the public.

Process from Here

☒ **Form the TBD**
Public Hearing 7/7
Ordinance (Formation)
7/21 Council Mtg



Assume the TBD

- Resolution setting Public Hearing 7/21
- Notice 7/23 & 7/30
- Public Hearing 8/4 Council Mtg
- Ordinance (Assumption) 8/18 Council Mtg



Funding the TBD
- Ordinance (Funding)
9/2 Council Mtg

Collection Goal: beginning in 2026

**RESOLUTION NO. 1728
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, SETTING THE PUBLIC HEARING DATE WITH REGARD TO
COUNCIL ASSUMING LEADERSHIP OF THE SUMNER TRANSPORTATION
BENEFIT DISTRICT (TBD).**

WHEREAS, the City Council instructed staff to pursue forming and funding a TBD in Sumner to help consistently fund road maintenance and preservation; and

WHEREAS, the second step of forming a TBD as outlined by State law is to consider the City Council assuming all of the TBD's rights, powers, functions, and obligations, with the result that the TBD ceases to exist as a separate legal entity; and

WHEREAS, RCW 36.74.020-.030 requires councils to hold a public hearing before assuming a TBD's leadership.

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

Section 1. That Monday, August 4, 2025, at approximately 6:00pm, in the Council Chambers in the City Hall at 1104 Maple Street, Sumner, Washington, will be the time and place for a public hearing to receive public comment on assuming leadership of a Transportation Benefit District (TBD). Written comments must be submitted by 4pm the day of the hearing to the City Clerk, Michelle Converse at michellec@sumnerwa.gov.

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 21st day of July, 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez

SUBJECT: Ordinance No. 2930 - Amending Sumner Municipal Code 2.100.670 - Bereavement Leave

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. Ordinance No. 2930 - Amending Sumner Municipal Code 2.100.670 - Bereavement Leave

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

Recent changes in Washington State law require updates to the City's Bereavement leave language to stay in compliance. This change expands the definition of Family Member for Bereavement purposes to include the loss of pregnancy and an individual who resides in the employee's home and depends on the employee for care. In some instances, the new state law updates existing city code to expand the duration of leave from three days to five.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
--

MEETING/STUDY SESSION DATE: 7/10/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2930 - Amending Sumner Municipal Code 2.100.670 - Bereavement Leave.

**ORDINANCE NO. 2930
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AMENDING SMC 2.100.670 BEREAVEMENT LEAVE.**

WHEREAS, The City recognizes the importance of supporting employees through loss; and

WHEREAS, recent changes in Washington State law require an update to the City's Bereavement Leave.

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

Section 1. Sumner Municipal Code Section 2.100.670 is hereby amended as follows:

A. Definitions. ~~"Immediate family~~ **Family Member**" shall be defined as spouse, registered domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, stepson, stepdaughter, stepmother, stepfather, stepbrother, stepsister, grandparents on both sides, grandchildren, ~~aunt and uncle or any relative residing in the employee's immediate household~~ **loss of pregnancy or any individual who regularly resides in the employee's home and where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. Family Member does not include an individual who simply resides in the same home with no expectation that the employee cares for the individual.**

"Loss of Pregnancy" shall be defined as a qualifying pregnancy of the employee, including as a surrogate, or employee parent-to-be, including through surrogacy or adoptions, where the employee would have been the parent.

B. Leave. Any regular employee shall be allowed bereavement leave for a death in the family. **An employee who suffers a death of a Family Member as defined in subsection A shall be compensated with up to five workdays off. Employees who suffer the death of an Aunt, Uncle or any relative residing in the employee's home where there is no expectation of care shall be given up to three days off.** ~~An employee who suffers the death of their spouse, child, parent or immediate dependent shall be compensated for and given up to five workdays off. An employee who suffers a death in their immediate family as defined in subsection A of this section other than a spouse, child, parent or immediate dependent shall be compensated for and given up to three workdays off.~~ Employees shall be compensated for and given up to one workday off for the death of a family member **who is not otherwise defined in this section** ~~not defined as immediate family.~~

Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the city, provided such absence from duty will not interfere with normal operations of the city. (Ord. 2889 § 1, 2024; Ord. 2595 § 1 (part), 2017)

Section 2. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent

jurisdiction, such decision shall not affect the validity off the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 3. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

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

Section 5. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 21st day of July, 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted:

XXX XX, 2025

Date of Publication:

XX XX, 2025 Online / XX ZZ, 2025

Effective Date:

XX, XX, 2025

SUBJECT: Ordinance No. 2929 - Amending the 2025/2026 Biennial Budget**CATEGORY:** Ordinance

BUDGET IMPACT:

Expenditure Required: Per Exhibit

Within Budget Allocation: Yes as amended

ATTACHMENTS:

1. Presentation
2. Ordinance No. 2929 - Amending the 2025/2026 Biennial Budget

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND: The 2025/2026 Biennial Budget was adopted on December 9, 2024 with Ordinance No. 2905. Staff regularly reviews the budget progress as well as any programmatic changes. Based on this review, staff presents the 2nd quarter 2025 budget amendment for consideration. The proposed amendment line item detail was reviewed by the Finance & Personnel Committee. This budget amendment includes:

General Fund (001):

- Programs \$2,600 General Fund portion of GPS Antenna;
- Recognizes \$4,490 grant funding for car seat safety program grant, and associated expenditure;
- Programs long-term care costs of \$30,330 (LEOFF 1) for three months;
- Programs \$3,850 transfer to Fund 325 for EV chargers at City Hall;
- Programs \$5,600 for SSHA3P 2025 Administrative costs;
- Increases Police Professional Services by \$2,500 and recognizes offsetting WCIA insurance settlement revenue;
- Reduces transfer out to Fund 310 by \$150,000 for Lucy V Ryan Park improvements and programs \$150,000 to General Fund Legal Department for outside counsel related to the Lucy V Ryan Park.

Sidewalk Capital Fund (302)

- Programs \$11,895 remaining Sound Transit Grant and associated expenditure for Hops Alley/Heritage Park.

Parks Capital Fund (310)

- Program \$33,806 transfer in from Fund 605, and \$33,806 expenditure for Hops Alley/Heritage Park;
- Reduces transfer in from Fund 001 by \$150,000, and reduces capital expense for Lucy V Ryan Park by \$150,000.

Street Capital Fund (320)

- Program \$210,553 transfer in from Fund 605, and \$210,553 expenditure for Tacoma/Puyallup Intersection Improvement;
- Carryover \$98,875 Maple Street Pedestrian grant, and \$98,875 expenditure for Maple Street Pedestrian Improvement project.

Facilities Capital Fund (325)

- Program \$3,850 transfer in from General Fund, and \$3,850 expenditure for City Hall EV charger program.

Water Fund (401)

- Programs \$2,600 Water Fund portion of GPS Antenna;
- Programs \$75,000 for TCUW Legal Services;
- Program \$150,000 settlement expense for TCUW construction project;

- Programs \$106,705 for additional Stewart Road Bridge project expenditures;
- Reduced Water Main Replacement by \$202,350
- Transfers \$202,350 to Fund 415 Cemetery Development for water irrigation project.

Sewer Fund (402):

- Programs \$2,600 Sewer Fund portion of GPS Antenna;
- Programs \$225,000 for Digester Cleaning/Maintenance, and \$121,500 revenue to recognize Bonney Lake contribution;
- Programs \$26,500 for Office Renovation/Furniture, and \$14,310 revenue to recognize Bonney Lake contribution;

Stormwater Fund (408):

- Programs \$2,600 Stormwater Fund portion of GPS Antenna;
- Reduces Machinery & Equipment by \$250,000 and adds transfer out of \$210,000 to Fund 555 for acquisition of a wheeled loader;
- Programs \$415,950 for additional Stewart Road Bridge project expenditures;
- Programs \$250,000 expenditure for Stormwater Comprehensive Plan Update and recognizes \$250,000 grant revenue from the PCFCZD;
- Increases TC: Alley Activation (\$180,200) and TC: Heritage Park (\$160,000) and decreases Drainage District 11 (\$131,802 in 2025, \$208,398 in 2026). This is a net zero re-allocation.

Cemetery Development Fund (415)

- Recognizes \$202,350 transfer in from Water Fund, and programs \$202,350 increase to Irrigation Project expenditure.

Fleet Replacement Fund (555)

- Carryover \$156,810 for Dump Body/Plow;
- Recognize \$210,000 transfer in from Fund 408 and programs \$210,000 expenditure for wheeled loader;
- Program \$6,800 for dumper unit for equipment #10-103.

Developer Impact Fee Fund (605)

- Programs \$33,806 transfer out from Park Impact Fees to Fund 310 for Hops Alley/Heritage Park;
- Programs \$210,553 transfer out from Transportation Impact Fees to Fund 320 for Tacoma/Puyallup Intersection Improvement Project

Ord No. 2929		
BA 07/21/2025		
	<i>Revenues</i>	<i>Expenditures</i>
General Fund	\$	
	6,990	49,370
Reserve	-	-
Funds		
Special		
Revenue	-	-
Funds		
Debt Service	-	-
Funds		
Capital		
Funds	208,979	208,979
Utility Funds	385,810	1,216,955

Other		
Enterprise	202,350	202,350
Funds		
Internal		
Service	210,000	373,610
Funds		
Fiduciary	-	
Funds		244,359
	\$	\$
	1,014,129	2,295,623

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee MEETING/STUDY SESSION DATE: 7/10/2025 COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2929 - Amending the 2025/2026 Biennial Budget.

2025/2026 Biennial Budget 2nd Quarter Budget Amendment

CITY COUNCIL
JULY 21, 2025



BIENNIAL BUDGET



1104 Maple Street
Sumner, WA 98390
www.sumnerwa.gov



2025/2026 Biennial
Budget adopted
December 9, 2024

Why this Amendment?

- Quarterly budget amendments provide Council a timely and transparent view of the budget needs
- Opportunity to review changes, revisit/revise forecasts, and adjust for programmatic changes
- Reviewed in detail by Finance & Personnel Committee
- Integral part of the City's overall financial management process

Amendment at a Glance

	Revenues	Transfer In	Expenditures	Transfer Out
General Fund	\$6,990	\$0	\$195,520	(\$146,150)
Special Revenue Funds	\$0	\$0	\$0	\$0
Capital Funds	\$110,770	\$98,209	\$208,979	\$0
Utility Funds	\$385,810	\$0	\$804,605	\$412,350
Other Enterprise Funds	\$0	\$202,350	\$202,350	\$0
Internal Service Funds	\$0	\$210,000	\$373,610	\$0
Fiduciary Funds	\$0	\$0	\$0	\$244,359
Total	\$503,570	\$510,559	\$1,785,064	\$510,559
Total Revenues	\$1,014,129			
Total Expenditures	\$2,295,623			

General Fund

	Revenues	Transfer In	Expenditures	Transfer Out
WTSC Grant (Car Seat Safety)	\$4,490	\$0	\$4,490	\$0
LEOFF Retiree Long Term Care (3 months)	\$0	\$0	\$30,330	\$0
GPS Unit (General Fund portion)	\$	\$0	\$2,600	\$0
EV Chargers (City Hall)	\$0	\$0	\$0	\$3,850
SSHA3P Admin (2025)	\$0	\$0	\$5,600	\$0
WCIA Settlement	\$2,500	\$0	\$2,500	\$0
Lucy V Ryan Park	\$0	\$0	\$150,000	(\$150,000)
Total	\$6,990	\$0	\$195,520	(\$146,150)
Total Revenues	\$6,990			
Total Expenditures	\$49,370			

Capital Funds

Fund 302: Sidewalk Capital	Revenues	Transfer In	Expenditures	Transfer Out
Hops Alley/Heritage Park (Sound Transit Grant)	\$11,895	\$0	\$11,895	\$0
Total	\$11,895	\$0	\$11,895	\$0
Fund 310: Parks Capital	Revenues	Transfer In	Expenditures	Transfer Out
Hops Alley/Heritage Park	\$0	\$33,806	\$33,806	\$0
Lucy V Ryan Park	\$0	(\$150,000)	(\$150,000)	\$0
Total	\$0	(\$116,194)	(\$116,194)	\$0

Capital Funds

Fund 320: Streets Capital	Revenues	Transfer In	Expenditures	Transfer Out
Maple Street Pedestrian Improvement	\$98,875	\$0	\$98,875	\$0
Tacoma/Puyallup Intersection Improvement	\$0	\$210,553	\$210,553	\$0
Total	\$98,875	\$210,553	\$309,428	\$0
Fund 325: Facilities Capital	Revenues	Transfer In	Expenditures	Transfer Out
EV Chargers (City Hall)	\$0	\$3,850	\$3,850	\$0
Total	\$0	\$3,850	\$3,850	\$0
Total Revenues	\$208,979			
Total Expenditures	\$208,979			

Utility Funds

Fund 401: Water Fund	Revenues	Transfer In	Expenditures	Transfer Out
TCUW Legal Services	\$0	\$0	\$75,000	\$0
TCUW Settlement Costs	\$0	\$0	\$150,000	\$0
Water Main Replacements	\$0	\$0	(\$202,350)	\$202,350
Stewart Road Bridge	\$0	\$0	\$106,705	\$0
GPS Unit (Water portion)	\$0	\$0	\$2,600	\$0
Total	\$0	\$0	\$131,955	\$202,350

Utility Funds

Fund 402: Sewer Fund	Revenues	Transfer In	Expenditures	Transfer Out
Digester Cleaner/Maintenance	\$121,500	\$0	\$225,000	\$0
Furniture/Office Remodel	\$14,310	\$0	\$26,500	\$0
GPS Unit (Sewer portion)	\$0	\$0	\$2,600	\$0
Total	\$135,810	\$0	\$254,100	\$0

Utility Funds

Fund 408: Stormwater Fund	Revenues	Transfer In	Expenditures	Transfer Out
Stormwater Comprehensive Plan Update	\$250,000	\$0	\$250,000	\$0
TC: Heritage Park	\$0	\$0	\$160,000	\$0
TC: Hops Alley	\$0	\$0	\$180,200	\$0
Stewart Road Bridge	\$0	\$0	\$415,950	\$0
Wheeled Loader	\$0	\$0	(\$250,000)	\$210,000
GPS Unit (Stormwater portion)	\$0	\$0	\$2,600	\$0
Drainage District 11 (2025/2026)	\$0	\$0	(\$340,200)	\$0
Total	\$250,000	\$0	\$418,550	\$210,000
Total Revenues	\$385,810			
Total Expenditures	\$1,216,955			

Other Enterprise Funds

Fund 415: Cemetery Development	Revenues	Transfer In	Expenditures	Transfer Out
Irrigation Project	\$0	\$202,350	\$202,350	\$0
Total	\$0	\$202,350	\$22,350	\$0
Total Revenues	\$202,350			
Total Expenditures	\$202,350			

Internal Service Funds

Fund 555: Equipment Replacement Fund	Revenues	Transfer In	Expenditures	Transfer Out
Wheeled Loader	\$0	\$210,000	\$210,000	\$0
Dump Body/Plow (Carryover)	\$0	\$0	\$156,810	\$0
Dumper Unit (10-103)	\$0	\$0	\$6,800	\$0
Total	\$0	\$210,000	\$373,610	\$0
Total Revenues	\$210,000			
Total Expenditures	\$373,610			

Fiduciary Funds

Fund 605: Developers Impact Fee Fund	Revenues	Transfer In	Expenditures	Transfer Out
Park Impact Fees (Hops Alley/Heritage Park)	\$0	\$0	\$0	\$33,806
Transportation Impact Fees (Tacoma/Puyallup Intersection)	\$0	\$0	\$0	\$210,553
Total	\$0	\$0	\$0	\$244,359
Total Revenues	\$0			
Total Expenditures	\$244,359			

Questions?

**ORDINANCE NO. 2929
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2025/2026 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2905, APPROVED DECEMBER 9, 2024, AND PREVIOUSLY AMENDED IN ORDINANCE 2920, APPROVED FEBRUARY 18, 2025 AND ORDINANCE 2921, APPROVED MARCH 3, 2025.

WHEREAS, The Sumner City Council approved Ordinance No. 2905 which adopted a biennial budget for fiscal years 2025-2026; and

WHEREAS, The Sumner City Council approved Ordinance No. 2920 which amended the 2023-2024 biennial budget for fiscal years 2025-2026; and

WHEREAS, The Sumner City Council approved Ordinance No. 2921 which amended the 2023-2024 biennial budget for fiscal years 2025-2026; and

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

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

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2025 through December 31, 2026 as contained in the adopted 2025-2026 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

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

Section 3. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

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

Section 5. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 21st day of July, 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted:

XXX XX, 2025

Date of Publication:

XX XX, 2025 Online / XX ZZ, 2025

Effective Date:

XX, XX, 2025

Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>07/21/25</i>	<i>Adopted</i>	<i>Previous</i>	<i>07/21/25</i>	<i>Revised</i>
001 General	15,063,770	\$ 45,331,653	\$ -	\$ 6,990	\$ 46,636,320	\$ 148,000	\$ 49,370	\$ 13,568,723
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	345,756	200,000	-	-	340,000	-	-	205,756
004 Capital Fund Reserves	46,792,851	600,000	-	-	-	27,414,048	-	19,978,803
103 Complete Streets	-	-	1,195,389	-	-	1,195,389	-	-
105 Drug Enforcement	67,062	-	-	-	5,000	-	-	62,062
106 Hotel/Motel	337,632	320,000	-	-	11,000	75,000	-	571,632
115 ARPA Funding	258,293	-	-	-	50,000	-	-	208,293
200 Debt Service	2,050,121	1,576,840	4,300,330	-	1,618,400	4,438,232	-	1,870,659
221 LID Guarantee	691,569	-	-	-	-	-	-	691,569
302 Sidewalk	779,515	1,383,682	-	11,895	1,843,682	50,550	11,895	268,965
305 Real Estate Excise Tax	1,933,007	1,600,000	-	-	-	-	-	3,533,007
310 Parks & Trails Capital Fund	1,772,306	7,458,910	-	(116,194)	7,949,410	-	(116,194)	1,281,806
320 Street Capital Fund	10,609,786	24,308,166	-	309,428	25,808,846	-	309,428	9,109,106
325 Facilities Capital Fund	589,173	1,353,000	51,026,876	3,850	1,020,000	51,026,876	3,850	922,173
401 Water	19,482,216	12,782,361	-	-	26,281,363	3,509,300	334,305	2,139,609
402 Wastewater	16,680,743	37,096,804	-	135,810	45,031,513	86,658	254,100	8,541,086
403 Utility Bond Reserves	1,731,342	-	-	-	-	-	-	1,731,342
408 Stormwater	27,371,780	39,997,724	-	250,000	56,185,434	-	628,550	10,805,521
410 Cemetery Operations	72,310	1,603,200	-	-	1,664,149	-	-	11,361
415 Cemetery Development	693,091	-	-	202,350	490,000	-	202,350	203,091
440 Animal Control	12,783	2,492,544	-	-	2,401,161	-	-	104,166
501 Unemployment Insurance	7,326	-	-	-	-	-	-	7,326
550 Fleet Management	71,035	1,624,162	-	-	1,669,886	-	-	25,311
551 Information Technology	504,808	3,827,680	37,000	-	4,141,430	157,000	-	71,058
555 Equipment Reserve	1,106,983	1,902,440	-	210,000	615,000	170,000	373,610	2,060,813
601 Cemetery Endowment	1,590,876	37,000	-	-	-	-	-	1,627,876
605 Development Impact Fees	6,522,175	500,000	-	-	440,302	-	244,359	6,337,514
611 Firemen's Pension	32,855	173,000	-	-	180,000	-	-	25,855
Total All Funds	\$ 158,151,988	\$ 186,169,166	\$ 56,559,595	\$ 1,014,129	\$ 224,382,896	\$ 88,271,052	\$ 2,295,623	\$ 86,945,307



SUBJECT: To discuss with legal counsel pending or threatened litigation per RCW 42.30.110(1)(i).

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION: