



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

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

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 432 910 936 Passcode: 6uHEd4

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Phone Conference ID: 539 397 162#

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CALL TO ORDER

COMMITTEE BUSINESS

1. Titus Will Utility Easement
2. Department of Ecology Subordination Agreement
3. Heritage Park - Consultant Contract Amendment
4. Resolution No. 1733 - Pierce Conservation District ILA

REPORTS

1. Project Status Report

ADJOURNMENT

SUBJECT: Titus Will Utility Easement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Titus Will Utility Easement

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

This is a standard easement required of all development that connects to or expands City utilities.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 10/6/2025

COMMITTEE RECOMMENDATION: Motion to approve an easement agreement between the City of Sumner and Titus Will for access to underground City utilities and ratifying and confirming any prior acts consistent with this approval

STAFF RECOMMENDATIONS/MOTION:

Do Pass

Excise Tax Exempt

Pierce County, WA

09/16/2025 3:42 PM

Electronically Submitted

LPATTER

202509160498

Electronically Recorded

Pierce County, WA LPATTER

09/16/2025 3:42 PM

Pages: 5 Fee: \$307.50

RETURN TO:

City of Sumner
Public Works Department
1104 Maple Street
Sumner WA 98390-1423

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Easement – City utility (limited partnership)
GRANTOR(S):	Titus-Will Enterprises Inc
GRANTEE:	City of Sumner, a Municipal Corporation
LEGAL DESCRIPTION:	Exhibit 'A' or page 1 of this document
ABBREVIATED LEGAL DESCRIPTION:	Section 30 Township 20 Range 05 Quarter 11
ASSESSOR TAXPARCEL I.D. NUMBERS:	0520305007
NAME OF PROJECT	Titus-Will / PRJ2023-0003
ADDRESS OF PROJECT	16320 64 th St E
PROJECT NO.	PRJ2023-0003

THIS INSTRUMENT made this 12th day of August, 2025, by and between
Titus-Will Enterprises, Inc. ("Grantor") and the CITY OF SUMNER, a Washington municipal
corporation ("Grantee").

WITNESSETH that Grantor for and in consideration of mutual benefits derived and/or other valuable consideration receipt of which is hereby acknowledged by Grantor, do grant, bargain, sell, convey, and confirm to Grantee, its successors and/or assigns, an easement for ingress and egress for the purpose of transporting Grantee's personnel and equipment over, through, across and upon the following described property situated in Pierce County, Washington, more particularly described as follows ("Easement Area"): SEE EXHIBIT "A" ATTACHED

No obstructions of any kind whatsoever shall be allowed within the Easement Area that would impede the ingress and egress for the purposes herein defined. Grantee shall have the right, but not the obligation, to enter the Easement Area and immediate adjacent incidental areas to remove obstructions and to maintain the Easement Area for its intended use.

Grantor shall retain the right to use the surface of this easement, including the immediately adjacent incidental areas, so long as that use does not interfere with the uses described in this document.

Grantee shall at all times exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee accepts the easement area in its present physical condition, AS IS. Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense actions and claims, including costs and reasonable attorney's fees incurred by Grantor in connection therewith, arising directly or indirectly on account of or out of the exercise by Grantee, its servants, agents, employees and contractors of the rights granted in this easement.

This easement shall be a covenant running with the land forever and shall be binding on the Grantor's successors, heirs, and assigns.

DATED this 12th day of August, 2025.

GRANTOR

X [Signature]

Trevor M. Will

Its: V. P.

Its: _____

STATE OF WASHINGTON)

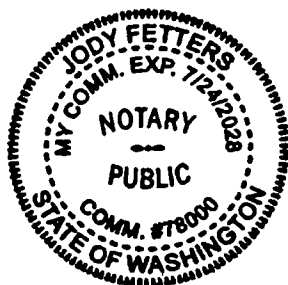
) SS

COUNTY OF PIERCE)

On this 12th day of August, 2025, before me a Notary Public in and for the State of Washington, personally appeared Trevor M. Will to me known to be the individual that executed the foregoing instrument, and acknowledged it to be the free and voluntary act, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Printed Name: _____

Jody Feters

NOTARY PUBLIC in and for the State

Washington, residing at

Tacoma

My Commission Expires:

7-24-2028

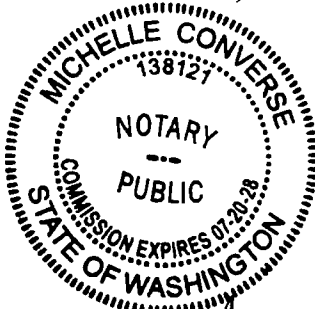
CITY OF SUMNER

By: Kathy Hayden Mayor By: Jason Wilson City Administrator

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

On this 15th day of September, 2025 before me, the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared Kathy Hayden and Jason Wilson, representing themselves as Mayor and City Administrator, respectively, of the City of Sumner, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Michelle Converse

Printed Name:

Michelle Converse

NOTARY PUBLIC in and for the State

Washington, residing at

Bonney Lake, WA

My Commission Expires:

7/20/28

Approved to Form:

By:

Andrea Marquez City Attorney

ATTEST:

By:

Michelle Converse
Michelle Converse
City Clerk

TYPE OF DOCUMENT:

Easement – City utility (limited partnership)

GRANTOR(S):

Titus-Will Enterprises Inc

GRANTEE:

City of Sumner, a Municipal Corporation

LEGAL DESCRIPTION:

Exhibit 'A' or page 1 of this document

ABBREVIATED LEGAL DESCRIPTION:

Section 30 Township 20 Range 05 Quarter 11

ASSESSOR TAXPARCEL I.D. NUMBERS:

0520305007

NAME OF PROJECT

Titus-Will / PRJ2023-0003

ADDRESS OF PROJECT

16320 64th St E

PROJECT NO.

PRJ2023-0003

EXHIBIT "A" LEGAL DESCRIPTION

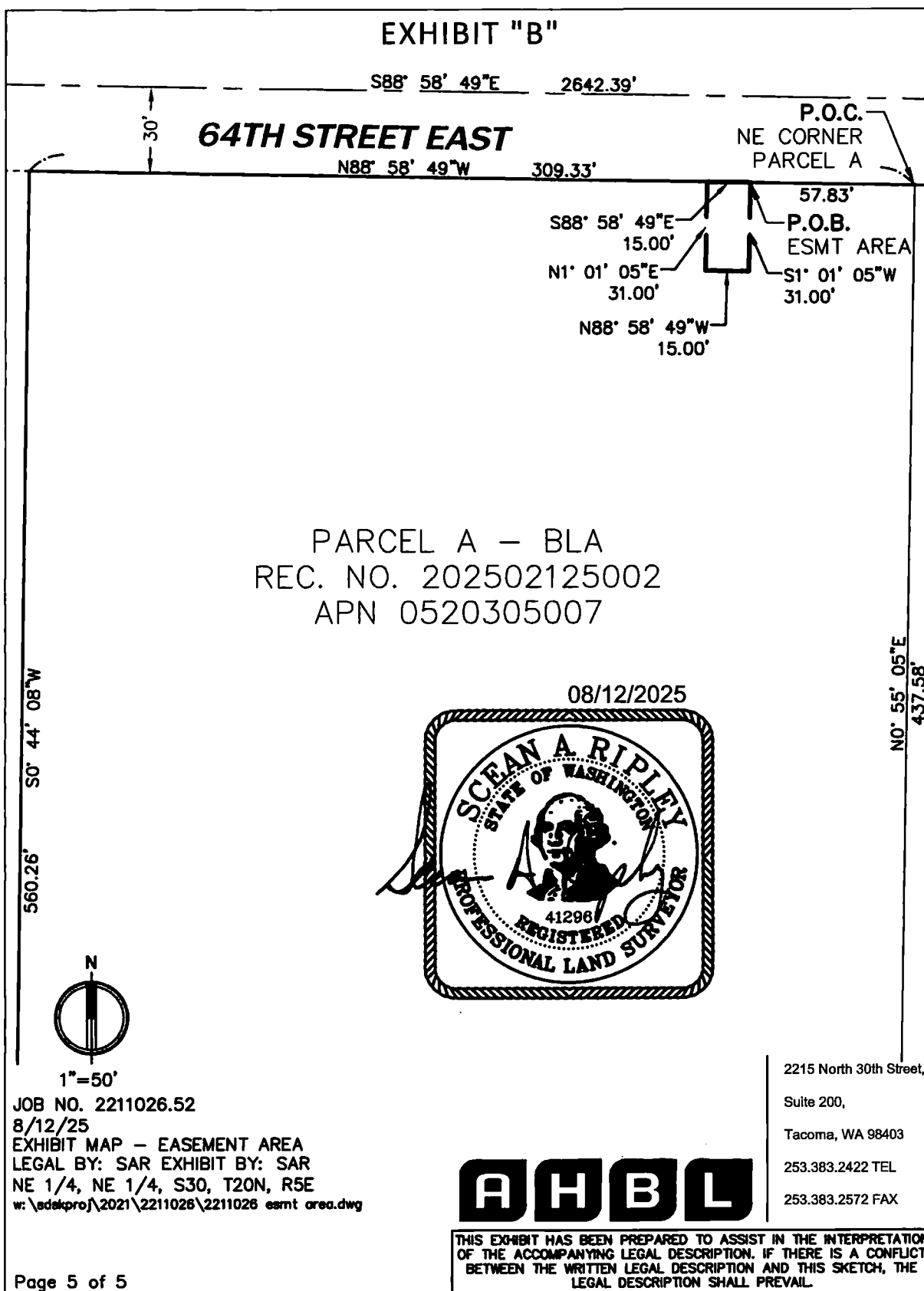
THAT PORTION OF PARCEL A OF BOUNDARY LINE ADJUSTMENT LLA-2024-0004 AS RECORDED UNDER RECORDING NUMBER 202502125002, RECORDS OF PIERCE COUNTY WASHINGTON; SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL A;
 THENCE ALONG THE NORTH LINE OF SAID PARCEL A, NORTH 88°58'49" WEST, A DISTANCE OF 57.83 FEET TO THE **POINT OF BEGINNING**;
 THENCE LEAVING SAID NORTH LINE, SOUTH 01°01'05" WEST, A DISTANCE OF 31.00 FEET;
 THENCE NORTH 88°58'49" WEST, 15.00 FEET;
 THENCE NORTH 01°01'05" EAST, 31.00 FEET TO SAID NORTH LINE;
 THENCE ALONG SAID NORTH LINE, SOUTH 88°58'49" EAST, 15.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 465 SQUARE FEET, OR 0.01 ACRES MORE OR LESS.

08/12/2025





SUBJECT: Department of Ecology Subordination Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Subordination Agreement_Signed 9.29.25
-

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The Sumner YMCA property has been undergoing diligent environmental clean-up activities for the last decade. The Department of Ecology is finally preparing to issue the YMCA a final "No Further Action (NFA) letter" for the YMCA of Pierce and Kitsap County (YMCA) site in Sumner, which is Ecology's acceptance of the clean-up and acknowledgment of its completion. Ecology first requires the YMCA to execute and record a restrictive covenant and to have holders of an interest in the affected property, including the City's right-of-way, execute a subordination agreement acknowledging the restrictive covenant. The City of Sumner has a small utility access easement upon the YMCA's property, so the required subordination agreement concerns that portion of the site covered by the City's utility easement. The City is not taking on any current or future responsibility for the clean up activities through execution of this subordination agreement, it is merely acknowledging that the easement sits upon property that is the subject of an Ecology clean-up order.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/7/2025

COMMITTEE RECOMMENDATION: Do pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to execute a Subordination Agreement in the form required by the Washington State Department of Ecology, to be attached and recorded with a restrictive covenant by the Sumner YMCA, and ratify and confirm any and all prior acts consistent with this authority.

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That The City of Sumner, a Washington Municipal Corporation as the owner and holder of a real property interest under that certain Waterline Easement bearing the date the 1st day of June, 2016 executed by the YMCA of Pierce and Kitsap Counties, a Limited Liability Company, the Owner and recorded in the office of the County Auditor of Pierce County, State of Washington, on August 3, 2016, under Auditor's File Number 201608030353, and as the owner and holder of certain personal property pursuant to a Bill of Sale bearing the date the 10th day of October, 2017 executed by MML Management, a Limited Liability Company, the Owner and recorded in the office of the County Auditor of Pierce County, State of Washington, on October 12, 2017, under Auditor's File Number 201710120164 does hereby agree that said Instruments shall be subordinate to the interest of the State of Washington, Department of Ecology, under the Environmental Covenant to which this Agreement is attached.

Signature: Kathy Hayden

By: Kathy Hayden

Title: Mayor

Dated: 09/29/2025

STATE OF WASHINGTON
COUNTY OF PIERCE

On this 29th day of September, 2025, I certify that Kathy Hayden personally appeared before me, acknowledged that **she** signed this instrument, on oath stated that **she** was authorized to execute this instrument, and acknowledged it as the Mayor of the City of Sumner to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



[Signature]
Notary Public in and for the State of Washington
Residing at Bonney Lake, WA
My appointment expires 1-9-2027

SUBJECT: Heritage Park - Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: 17,500.00

Within Budget Allocation: 17,500.00

ATTACHMENTS:

1. 20250918_Amendment4

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:

For the Main Street Vision Project, in 2022-2023, JETT Landscape Architecture + Design worked with the City to re-imagine Reuben Knoblauch Heritage Park as a more active, useful heart of the City for special events and everyday use. In 2024, JETT completed the full design for Heritage Park and Hops Alley, including the new Heritage Park Event Building. This year, the City will construct Heritage Park Phase 2 & Hops Alley.

JETT Landscape Architecture + Design, Inc. was previously requested to provide rendering services for this project. An agreement with a maximum amount payable of \$17,500 was negotiated for the for this. This amendment increases the total contract value to \$2,213,215.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/7/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to JETT's Consultant Services Contract for the Heritage Park & Alley project (CIP 24-10), increasing the contract amount by \$17,500 to a total authorized amount not-to-exceed \$2,213,215, 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.



AMENDMENT NO. 4

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Jett Landscape Architecture + Design, Inc.**

CONTRACT NAME & PROJECT NUMBER: **Heritage Park & Alley Master Plan (W-22-04)**

ORIGINAL AGREEMENT DATE: **October 17, 2022**

This Amendment is made between the City and the above-referenced Consultant, Contractor or Vendor and amends the original Contract/Agreement and all prior Amendments. All other provisions of the original Contract/Agreement or prior Amendments not inconsistent with this Amendment shall remain in full force and effect. For valuable consideration and by mutual consent of the parties, Consultant, Contractor or Vendor's work is modified as follows:

1. Section I of the Agreement, entitled "Description of Work," is hereby modified to add additional work or revise existing work as follows:

In addition to work required under the original Agreement and any prior Amendments, the Consultant, Contractor or Vendor shall:

See Exhibit A

2. The contract amount and time for performance provisions of Section II "Time of Completion," and Section III, "Compensation," are modified as follows:

Original Contract Sum, <i>including applicable WSST</i>	\$215,000.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$1,600,000.00
Current Contract Amount <i>including all previous amendments</i>	\$1,815,000.00

Current Amendment Sum	\$17,500.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$2,213,215.00

Original Time for Completion <i>(insert date)</i>	12/31/2024
Revised Time for Completion under prior Amendments <i>(insert date)</i>	12/31/2026
Add'l Days Required ($\pm$) for this Amendment	0 calendar days
Revised Time for Completion	N/A

In accordance with Section XIV E of the Contract/Agreement, the Contractor, Consultant or Vendor accepts all requirements of this Amendment by signing below, by its signature waives any protest or claim it may have regarding this Amendment, and acknowledges and accepts that this Amendment constitutes full payment and final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Amendment, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits. This Amendment, unless otherwise provided, does not relieve the Contractor, Consultant or Vendor from strict compliance with the guarantee and warranty provisions of the original Agreement.

All acts consistent with the authority of the Agreement, previous Amendments (if any), and this Amendment, prior to the effective date of this Amendment, are hereby ratified and affirmed, and the terms of the Agreement, previous Amendments (if any), and this Amendment shall be deemed to have applied.

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

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

CONSULTANT, CONTRACTOR OR VENDOR: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____
APPROVED AS TO FORM: _____ Sumner City Attorney	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____



Orinda Office
2 Theatre Square
Suite 218
Orinda, CA 94563
925.254.5422 P

Seattle Office
3445 California Avenue SW
Suite A
Seattle, WA 98116
206.947.6869 P

AMENDMENT PROPOSAL FOR PROFESSIONAL SERVICES

DATE: September 18, 2025

TO: Drew McCarty
Assistant Engineering Manager
City of Sumner
1104 Maple Street
Sumner, WA 98390

PROJECT: Reuben A. Knoblauch Heritage Park, Event Building & Hops Alley
Amendment 04 – Heritage Park Site - Update Renderings and Fly-through

CLIENT: City of Sumner, Washington

CC: Derek Barry, Community Services Manager
Alisa O'Haver-Ayala, Deputy Public Works Director
City of Sumner

Dear Derek,

JETT Landscape Architecture + Design, Inc. is pleased to have the opportunity to submit the following amendment proposal to the City of Sumner for Landscape Architectural Services for the Heritage Park Event Building and Site for Reuben A. Knoblauch Heritage Park & Hops Alley implementation, in the City of Sumner, Washington.

We have provided an updated estimate from our architect on final building specifications and building and site renderings for your review. Feel free to contact me anytime to discuss this proposal, or if any of the above requires further clarification.

Sincerely,
Jett Landscape Architecture + Design

A handwritten signature in black ink, appearing to be "TB", written over a light blue horizontal line.

Todd L. Bronk, Principal
WRLA #1056

GENERAL SCOPE OF WORK

The following Scope of Work is based upon the City of Sumner's Heritage Park – Phase 2 design and documentation completion currently under construction. JETT's scope would include updating the master plan design and renderings, providing a fly through video of the site to be incorporated into the fly-through renderings of the Heritage Park Event building

The project consists of the following tasks / scopes of work:

1. Heritage Park – Site Updated Renderings & Fly-through

The scope of work will include the following disciplines | professional design firms:

1. Landscape Architecture | JETT

DETAIL SCOPE OF WORK

JETT will be providing the following scope of services for site renderings / animations.

Task 1: Heritage Park and Hops Alley Site Renderings + Animation

1.1 Model based renderings

1. Duration: 60 days
2. Disciplines:
 - A. Landscape Architecture
3. Description:
 - A. Model Clean up and Material Placement for Heritage Park.
 - i. Update site models with updated park design representing materials, spaces, and details per specifications of the Phase 2, 3, and 4 documentation packages completed in 2024.
 - B. Animation
 - i. Develop coordinated animation of exterior renderings for the following spaces:
 1. Exterior rooms (Play area, Event Lawn / stage, Main Street Plaza, and Festival Alley (Hops Alley)
 2. Develop daily animation and event animation.
 - ii. Utilizing a completed model from the Task 1 renderings, create a draft animation to share with the City for comments and input.
 - iii. Update final animation per City comments, add final entourage, furniture, and lighting effects. Assume 1 round of review by City for animation.
 - iv. Present final animation to client / owner and prepare a full size and reduced file size (for website viewing).
4. Meetings:
 - A. (2) Client Meetings
5. Deliverables:
 - A. Draft Animation presentation
 - B. Final Animation presentation, large and small file format.

FEES AND EXPENSES

Fees for the above services will be provided on a **Time and Materials NTE (not to exceed) basis** and invoiced monthly on each task and phase of work. The below fees for base services include all sub-consultant fees. Refer to breakdown of fees in Exhibit C.

Base Services

Task 1: Site Renderings + Animation	\$ 17,500
Total Base Services Fee	\$ 17,500
Reimbursable Expenses (Budget Estimate)	\$ -
Total Fee	\$ 17,500

Reimbursable expenses are NOT included in the above fees and will be billed on a time and materials basis as described under the Schedule of Hourly Rates and Expenses. Please see Assumptions and Schedule of Hourly Rates and Expenses below.

ADDITIONAL SERVICES

Fees for the following optional services are not included in the above Scope of Work and Fees and may be negotiated on a task-by-task basis or at stated hourly rates. JETT will provide a detailed estimate of fees and expenses for Client approval prior to commencing with these services.

- | | |
|--|--------------------|
| 1. Change in overall project schedule of the outlined in the assumptions | Time and Materials |
| 2. Additional advanced graphics / renderings not identified above | Time and Materials |

SCHEDULE OF HOURLY RATES (JETT)

Refer to attached Exhibit A

ASSUMPTIONS

- Unless otherwise notified by City of Sumner (City), acceptance of the above proposal is for Base Services only on a time and material basis.
- JETT will provide services in accordance with the above Scope of Work and Fees which shall be made a part of any agreement between JETT and City of Sumner (City) and both party's responsibilities and duties shall be as agreed upon under any such agreement.
- Reimbursable expenses are not part of this contract, printing can be completed if needed on a time and materials basis.

EXCLUSIONS TO THE SCOPE OF WORK

Services not included in the above Scope of Work and fees are outlined below. Some services not performed by the JETT team may be contracted through them.

- Professional services beyond those identified in base services as described above, including advanced night renderings and lighting effects, musical overlays, and dynamic plant materials and site features.

ESTIMATED WORK SCHEDULE

Refer to tasks above.

EXHIBIT ‘A’

Schedules of Hourly Rates (JETT)

SCHEDULE OF HOURLY RATES AND EXPENSES

Hourly rates will be billed as follows in accordance with the above Scope of Work and Fees. The following fees are subject to change on or about January 1, 2026.

Principal	\$185.00 - \$265.00
Senior Landscape Architect / Project Manager	\$155.00 - \$185.00
Landscape Designer II / Sr. Cadd Drafting Technician	\$135.00 - \$150.00
Landscape Designer I / Cadd Drafting Technician	\$115.00 - \$130.00
Clerical	\$85.00 - \$120.00

EXPENSES

Printing, Plotting from CADD files and Reprographics by outside vendors.

In-house Plots – Black and White	\$2.09/S.F.
In-house plots – Color	\$3.30/S.F.
Small format in-house printing (8-1/2"x11")	\$0.28 per page for black and white / \$1.87 color
Small format in-house printing (11"x17")	\$0.28 per page for black and white / \$1.87 color

Reimbursable travel expenses include vehicular mileage at the current per mile rate published by the IRS at the time of billing, bridge tolls and parking, airfare, transit fare, lodging and meals. Printing and reprographics receipts will be submitted with each monthly billing in accordance with the attached Scope of Services and Fees.

SUBJECT: Resolution No. 1733 - Pierce Conservation District ILA

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1733 - Pierce Conservation District ILA
 2. Draft Sumner/PCD ILA
-

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

Pierce Conservation District sponsors a crew from the Washington Conservation Corps. This crew has availability to assist the City in maintaining and improving natural areas in the City of Sumner, which this interlocal agreement allows for. The agreement will provide an ongoing arrangement for the City to reserve up to 30 days of crew time from the Conservation District annually. The current cost per day is approximately \$1,540 per day plus administration by Pierce Conservation District staff.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/7/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1733 - Pierce Conservation District ILA.

RESOLUTION NO. _____

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE PIERCE CONSERVATION DISTRICT FOR PLANTING AND INVASIVE SPECIES REMOVAL.

WHEREAS, the City of Sumner and the Pierce Conservation District seek to enter into an intergovernmental agreement enabling the City of Sumner to eliminate invasive plants on along the banks of Salmon Creek and other natural areas and replace them with native riparian plants; and

WHEREAS, the City and District are unable to address the full scope of natural resource and conservation needs with existing staff and budget.

WHEREAS, the agreement has a perpetual term allowing the Public Works Director to annually approve the extent of work performed by the District and the District's rate for the work; and

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

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

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

Section 1. Authorization. That the City Council hereby approves an Interlocal Agreement between the City of Sumner and the Pierce Conservation District for the purpose of restoring natural areas, which Agreement is attached and is incorporated by reference. The Mayor is authorized to sign the Agreement in substantially the form that is attached.

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

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

ADOPTED AND APPROVED this _____ day of _____, 2025.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN
PIERCE CONSERVATION DISTRICT
AND
CITY OF SUMNER**

THIS AGREEMENT is made and entered into by Pierce Conservation District (District or PCD) and the City of Sumner (City).

THE PURPOSE OF THIS AGREEMENT IS TO COMPLETE stream planting on the Salmon Creek in Sumner with the assistance of Pierce Conservation District, including invasive removal, tree planting, material sourcing, and crew management (collectively, the "Project").

THEREFORE IT IS MUTUALLY AGREED THAT:

WHEREAS the City has a number of goals and initiatives to improve the quality of the city's open spaces and ecosystems.

WHEREAS the Pierce Conservation District is a sub-division of state government created to promote the conservation of renewable natural resources in Pierce County.

WHEREAS the City and District are unable to address the full scope of natural resource and conservation needs with existing staff and budget.

WHEREAS the City has conveyed its interest in partnering with the District to complete a specific stream planting project, it is mutually agreed that the District will manage, administer and coordinate the project with funding by the City.

1. SCOPE OF SERVICES – The District shall manage and administer the Project's work crews including, without limitation, scheduling, financial tracking, financial oversight, and procurement of materials. Of the estimated 164 available crew days, the City shall receive and pay for a minimum of 11 working crew days. Under the terms of this agreement, the City may purchase additional days of crew time (either unclaimed days or from other willing partners) but will be financially responsible for a minimum of 11 crew days.
2. BUDGET – An estimated budget and scope of work for the upcoming work season (Fall 2025 through late summer 2026) is included as Exhibit A, costs to be paid will be actual costs incurred by PCD necessary to complete the scope of services. The rate through June 30, 2026 will be \$1,540.00 per day plus 15% indirect for a total rate of \$1,771.00 per day, plus material costs and PCD staff time to manage and administer the project as needed.

Both parties expect that the City will contract for an estimated 15 WCC crew days per year, up to a maximum of 30 days per year. Annual crew work shall be reserved by the City through a service order that will specify the number of crew days, up to thirty (30), the termination date, and PCD rates for that year including the per day rate, indirect percentage, total per day rate and whether PCD material and administrative costs will be invoiced. Such service order will be a unique and separate agreement that incorporates and is subject to the terms and conditions of this agreement and is distinct from all other service orders. This agreement does not require either

party to execute an annual service order. A service order may not amend or modify the terms and conditions of this agreement, which shall control if there is any conflict between a service order and the terms of this agreement. A service order shall be effective upon execution of both parties by their duly authorized representative and may be terminated by either party upon 30-days written notice to the other party.

3. PERIOD OF PERFORMANCE – This agreement shall commence on November 1, 2025, and continue until terminated by either party with written notification as described below in Section 8.
4. SCHEDULING – The District will work with the City to coordinate scheduling requests related to crew time, material delivery, volunteer coordination, and planting.

Efforts will be made to honor all parties' requests for WCC crew time. However, in the event that one partner may need more/less crew time, need to change their dates with the crew, or have a conflicting request for crew time, all parties are asked to be flexible to the greatest extent possible so as to accommodate any potential scheduling conflicts with other entities in this partnership.

All parties understand that WCC may require reassignment of the crew for things such as disaster and emergency response efforts at any point in the contract period. In such instances, WCC will try to fulfill partner program needs whenever possible.

The WCC crew works on a 10-hour, 4-workday schedule. The 10-hour day includes all coordination, equipment management and maintenance, and commute time.

All parties understand that PCD's WCC crew is not strictly a work crew but also are part of an educational internship program of AmeriCorps and Washington State's Department of Ecology ("ECY"). Crew time is subsidized by ECY and costs to partners are reduced compared to the commercial contractor services market. As such, WCC crew staff may occasionally have training or meetings scheduled by AmeriCorps or ECY as part of their scheduled work days, and PCD does not oversee this time. If the WCC crew is required to spend more than an hour of a given work day attending a meeting or training as part of the WCC program, PCD's project manager will communicate with the City project manager and reschedule if needed.

5. INVOICING – The District will submit one invoice at the end of each quarter if charges have accrued during the prior quarter. Payment shall be submitted to the District within 30 days of receipt by the City.

Invoices will be sent to the attention of:

Robert Wright, Environmental Sustainability Specialist
City of Sumner
1104 Maple St.
Sumner, WA, 98390
(253) 299-5708
robertw@sumnerwa.gov

6. INDEPENDENT CAPACITY – The employees of each party who are engaged in the performance of this agreement shall continue to be employees of that party and shall not be considered for any purpose to be employees of the other party.
7. AMENDMENTS – This agreement may be amended by mutual written agreement of the parties. Such amendments shall not be binding unless they are in writing, approved by the governing bodies of each party pursuant to state law, signed by the parties' signatory to this agreement.
8. TERMINATION – Either party may terminate their part of this agreement upon written notification to the other party 30 days prior to the effective termination date.
9. INDEMNIFICATION – To the fullest extent permitted by law, the District and City shall indemnify, defend, and hold harmless each other, their governing bodies, elected officials, agents and employees, as well as the State of Washington, its officials, agents and employees from and against all claims for injuries or death, losses or suites including attorney fees arising out of or resulting from the indemnifying party's action or inaction in the course of performance of this agreement.
10. DISPUTES – In the event that a dispute arises under this agreement, the District and City will promptly give the other a written request to meet and explanation of problems or concerns arising in connection with carrying out the scope of work under this Agreement and will meet as needed, but no later than fifteen (15) days after receipt of a written request for a meeting to minimize the same. If the dispute cannot be resolved through preliminary informal discussions, the District and City may by mutual agreement submit the disputed issues to a mediator as jointly agreed upon by both parties.
11. GOVERNANCE – This agreement is entered into pursuant to and under the authority granted Conservation Districts by RCW 89.08.220(9) (the Conservation Districts law) and by RCW 39.34.060 (the Interlocal Cooperation Act). The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules; and
 - b. Any other provisions of the agreement, including material incorporated by reference.
12. ALL WRITINGS CONTAINED HEREIN - This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed the agreement.

Pierce Conservation District

Dana Coggon, Executive Director

Date

City of Sumner

Kathy Hayden, Mayor

Date



PIERCE CONSERVATION DISTRICT / CITY OF SUMNER
WCC CREW ILA SERVICE ORDER

Period of Work:		
Scope of Work:	See Exhibit A	
Work will include: See Exhibit A		
Budget for Services:	\$XX,XXX.XX	
BARS Number:		
Responsible Staff:		
AUTHORIZATION SIGNATURES		
	NAME	DATE
Pierce Conservation District		
Public Works Director		

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026				
													2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Facilities	17-13	Operations Facility Main Site											\$ 50,135,300.00	\$ 50,174,600.00	D. McCarty	Construction in Proress
Facilities	18-04	Rainier View Covered Court		C	O	M	P	L	E	T	E		\$ 1,717,395.85	\$ 1,717,395.85	A. Leach	Working on Punchlist Items
Facilities	19-07	Ryan House		C	O	M	P	L	E	T	E		\$ 150,000.00	\$ 300,000.00	D. McCarty	Project started 7/24. Budget modified in 2025Q2.
Facilities	22-03	Cemetery Operations Facility		C	O	M	P	L	E	T	E		.	\$ 3,000,000.00	D. McCarty	
Facilities	22-04	Heritage Park Remediation											\$ 570,500.00		D. McCarty	Expected Completion Date:
Facilities	23-04	Cemetery Irrigation (Phase 2)											\$ 650,527.57	\$ 650,527.57	A. Leach	Construction under way
Facilities	23-04	Cemetery Potable Water (Phase 1)		C	O	M	P	L	E	T	E		\$ 225,000.00	\$ 225,000.00	A. Leach	Complete
Facilities	24-01	Operations Facility North Parcel		C	O	M	P	L	E	T	E		\$ 1,010,000.00	\$ 3,875,000.00	D. McCarty	Complete & in Closeout
Facilities	24-05	City Hall Solar Panels		C	O	M	P	L	E	T	E		\$ 150,990.00	\$ 272,000.00	D. McCarty	Project Complete. Budget modified in 2025Q1.
Facilities	24-06	City Hall EV Chargers											\$ 50,000.00	\$ 50,000.00	D. McCarty	Construction Start on 10/06
Facilities	24-10	Hops Alley & Heritage Park Phase 2											\$ 3,965,527.00	\$ 5,780,527.00	D. McCarty	Contractor started phase 2 4/14 Heritage Park Phase 3 & 4 construction is unfunded.
Facilities	TBD	City Hall & Cemetery Windows & Paint											\$ 160,000.00	\$ 160,000.00	D. McCarty	TBD
Facilities	TBD	City Hall & Senior Center Restrooms													D. McCarty	Working on Design
Facilities	TBD	Senior Center Partitions & Flooring											\$ 240,000.00	\$ 240,000.00	D. McCarty	
Sewer	20-04	Lift Stations 2 & 6 Improvements		C	O	M	P	L	E	T	E		\$ 993,394.00	\$ 1,681,000.00	D. McCarty	Complete
Sewer	21-09	Auto Lane Force Main Upgrade			P	A	U	S	E	D			\$ 393,500.00	\$ 393,500.00	A. Leach	Project on hold until construction in 2026.
Sewer	21-17	WWTF Biosolids Modernization											\$ 18,500,000.00	\$ 28,500,000.00	C. Littrell	Advertising for construction in October. Expected Completion Date: 2027
Sewer	24-03	Replace Sewer west of Cherry between Academy and Harrison											\$ 353,000.00	\$ 353,000.00	G. Singh	Contract out to bid. Construction planned for Summer 2025
Sewer	25-06	Harrison/State Side Sewer Connections											\$ 400,000.00		D. McCarty	Planning project with Gordian & Forma and collecting TCEs
Sewer	T-25-08	WWTF VFD Replacement											\$ 517,000.00	\$ 517,000.00	D. McCarty	RFQ in Progress
Sewer	TBD	Lift Station 3 Improvements											\$ 300,000.00		TBD	Planning in 2026.
Sewer	TBD	Lift Station Improvements											\$ 993,000.00	\$ 993,000.00	D. McCarty	LS 1, 3, 4, 13, 15, 16 cellular coversion. LS 3 replacement. LS 15 gate. LS 10 pump replacement.
Sewer	TBD	WWTF Aeration Basins											\$ 532,000.00	\$ 532,000.00	D. McCarty	G&O to Design
Sewer	TBD	WWTF Biosolids											\$ 415,000.00	\$ 415,000.00	D. McCarty	G&O to Design
Sewer	TBD	WWTF Clarifiers											\$ 100,000.00	\$ 100,000.00	D. McCarty	G&O to Design
Sewer	TBD	WWTF Decant Facility Revisions											\$ 100,000.00		D. McCarty	Budget traded for staffing
Sewer	TBD	WWTF Improvements											\$ 721,000.00	\$ 721,000.00	D. McCarty	
Sewer	TBD	WWTF UV System Replacement											\$ 1,648,000.00	\$ 1,648,000.00	D. McCarty	Combined with WWTF Biosolids Modernization
Storm	13-11	64th St E Culvert											\$ 10,000.00		C. Littrell	Construction unfunded. Expected Completion Date: TBD
Storm	14-10	White River Restoration: Levees											\$ 1,100,000.00	\$ 30,504,000.00	R. Wright	Expected Construction: 2029
Storm	14-10	White River Restoration Phase 2: Habitat											\$ 42,342,000.00	\$ 62,375,000.00	R. Wright	Expected Completion Date: 2027
Storm	20-01	Salmon Creek Restoration											\$ 188,000.00		TBD	Osborn working on design - permit submittals in 2025. Construction unfunded
Storm	21-21	63rd St Ct E Storm Drainage											\$ 638,000.00	\$ 638,000.00	R. Wright	Awaiting easements prior to construction

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Storm	23-11	16th St Property Demolitions		C	O	M	P	L	E	T	E		In WRR Budget		R. Wright	Final demolition complete on 16th Street
Storm	25-02	2025 Storm CIP Update											\$ 54,000.00	\$ 302,630.00	R. Wright	Finalizing 250k FCZD Grant. Parametrix starting on existing project review.
Storm	TBD	Drainage District 11 Treatment											\$ 406,000.00		R. Wright	Expected Completion Date: Ongoing
Streets	13-08	Stewart Rd Bridge Replacement											\$ 19,735,000.00	\$ 42,246,000.00	A. Leach	Expected Completion Date: 12/28
Streets	13-11	166th Ave E Widening											\$ 1,110,000.00	\$ 18,000,000.00	C. Littrell	Design & Environmental permitting in process. ROW funded for 2028. Construction unfunded. Expected Completion Date: TBD
Streets	19-02	Main St & Wood Ave Intersection Improvements		C	O	M	P	L	E	T	E		\$ 78,700.00	\$ 3,580,000.00	C. Littrell	Working on Closeout.
Streets	19-05	TC: Cherry & Maple Utilities			P	A	U	S	E	D			\$ 4,331,000.00	\$ 4,331,000.00	A. Leach	Project on hold until construction in 2026.
Streets	21-11	Maple St Pedestrian Signal & Citywide Backplates			SU	SP	EN	SI	ON				\$ 888,000.00	\$ 1,073,000.00	C. Littrell	Expected Completion Date: 2026
Streets	22-07	Valley Ave: SR-410 to Elm											\$ 866,000.00	\$ 866,000.00	G. Singh	Phase 1: SR-410 to Meade McCumber in design. Construction anticipated 2026.
Streets	23-08	Systemic Horizontal Curves											\$ 613,000.00	\$ 903,000.00	T. Le	90% Design
Streets	23-09	Puyallup St & Tacoma Ave											\$ 590,553.00	\$ 2,600,000.00	G. Singh	Construction is unfunded.
Streets	24-04	Washington St Reconstruction: Wood Ave to McMillan											\$ 2,704,000.00	\$ 2,818,000.00	G. Singh	Construction pushed to 2026. Consultant working on 90% Plans
Streets	24-07	Neighborhood Traffic Calming & Intersection Data Collection											\$ 150,000.00	\$ 150,000.00	G. Singh	Planning Study in 2026.
Streets	24-08	Roadway Curve Warning & Delineation											\$ 457,000.00	\$ 457,000.00	T. Le	160th St E/Elm St and 60th St E west of Sumner-Tapps Hwy E. Design 2026. Construction 2027.
Streets	24-09	Main Street Crossings											\$ 980,000.00	\$ 980,000.00	G. Singh	30% design in progress
Streets	24-11	Stewart Rd ITS											\$ 500,000.00	\$ 3,500,000.00	C. Littrell	Transpo Group to design. Construction is unfunded.
Streets	25-03	Helping Homeowners Sidewalk Program											\$ 128,000.00	\$ 128,000.00	C. Littrell	In Design.
Streets	25-03	Sidewalk Maintenance Program											\$ 84,000.00	\$ 84,000.00	C. Littrell	As needed.
Streets	25-03	Street Tree Program											\$ 500,000.00	\$ 500,000.00	C. Littrell	In Design.
Streets	N/A	ADA Improvements											\$ 80,000.00	\$ 80,000.00	C. Littrell	As needed.
Streets	N/A	SR-167 SB HOT Lane			P	A	U	S	E	D			WSDOT Project Paused	\$ 350,000,000.00	N/A	WSDOT-led project. Project Paused for 2-3 State Bienniums.
Streets	N/A	SR 167 / I-5 Connection Project											WSDOT Funded	\$ 1,000,000,000.00	N/A	WSDOT-led project
Streets	N/A	SR-410 / SR-162 Interchange Improvements			P	A	U	S	E	D			WSDOT Project Paused	\$ 6,650,000.00	C. Littrell	WSDOT-led project. Relocation needed for City water mains. Project Paused for 3 State Bienniums.
Streets	TBD	Hunt Avenue Reconstruction: Main St to State St											\$ 297,000.00	\$ 3,000,000.00	R. Wright	Construction is unfunded.
Streets	TBD	Chip Seal Application											\$ 500,000.00	\$ 500,000.00	G. Singh	Planned for 2026
Streets	W25-01	Crack Seal Application											\$ 161,440.00	\$ 161,440.00	G. Singh	Project started on May 27, 2025
Streets	W25-02	Pavement Repairs											\$ 142,390.00	\$ 142,390.00	G. Singh	Final patchwork planned for mid-October.
Streets	W25-03	Roadway Paint Line Application		CO	MP	LE	TE						\$ 82,000.00	\$ 82,000.00	G. Singh	Complete.
Streets	W25-04	Roadway Plastic Marking Application		CO	MP	LE	TE						\$ 118,000.00	\$ 118,000.00	G. Singh	Complete.
Trails	14-01	Fryar Ave Trail											\$ 4,006,000.00	\$ 5,416,000.00	A. Leach	ROW in process.
Trails	14-10	White River Restoration Phase 3: Trail											\$ 3,000,000.00		R. Wright	24th Bridge retrofit @ 30% Design. Expected Completion Date: 2027. Design amendment to committee / council in August.

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Trails	20-07	Rivergrove Pedestrian Bridge											\$ 1,304,000.00	\$ 12,200,000.00	A. Leach	Construction is partially funded. Expected Completion Date: 12/29
Water	19-11	South Tank Seismic Retrofit											\$ 950,000.00	\$ 3,509,300.00	A. Leach	Construction will pause during summer months
Water	25-05	159th Ave / Riverside Dr to 76th St											\$ 638,000.00	\$ 638,000.00	T. Le	Combined with 2025 Water Main Improvements.
Water	25-05	2025 Water Main Improvements: Valley Ave Gary to SR-410, Valley Ave South of SR-410, 16th St Wood to McMillan & 54th W of Wright											\$ 1,151,000.00	\$ 1,151,000.00	T. Le	From 40159434-563417 Replacement of Water Mains. Valley Ave (Gary to SR-410) construction in early 2026.
Water	25-05	Viewpoint Tank - 171st Ave Ct E											\$ 188,000.00	\$ 188,000.00	T. Le	Combined with 2025 Water Main Improvements.
Water	25-07	Central Well Radio Upgrade											\$ 18,000.00	\$ 18,000.00	T. Le	
Water	TBD	Dieringer Well Communication											\$ 18,000.00	\$ 18,000.00	T. Le	
Water	TBD	South Well Improvements											\$ 300,000.00	\$ 300,000.00	D. McCarty	Construction unfunded.
Water	TBD	Sumner Springs Improvements		C	O	M	P	L	E	T	E		\$ 85,000.00	\$ 85,000.00	A. Leach	
Water	TBD	Water Systems Security											\$ 537,000.00	\$ 537,000.00	R. Wright	
Water	W24-14	North Tank Ladder											\$ 240,000.00		T. Le	90% Design in Review
Water	W24-19	Watershed Vegetation Management											\$ 150,000.00	\$ 150,000.00	R. Wright	Hazard Trees portion complete March 2025
76													\$ 177,410,217.42	\$ 1,663,278,310.42		

Legend:

Planning / Design / Right-of-Way

Construction

Close-out