



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 and 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

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

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

Phone Conference ID: 539 397 162#

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

CALL TO ORDER

SPECIAL COMMITTEE BUSINESS

1. Fryar Avenue Trail Project - Carr Trust Property Acquisition
2. Resolution 1735 - Rejecting all Bids for WWTP Biosolids Modernization Project (CIP 21-17)

ADJOURNMENT

SUBJECT: Fryar Avenue Trail Project - Carr Trust Property Acquisition

CATEGORY: Consent

BUDGET IMPACT: Expenditure Required: \$218,760.00

ATTACHMENTS:

1. Acquisition Documents -Carr

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 anticipated Fryar Avenue Trail project, the City is currently in the property acquisition phase. Carr Trust is a property owner along the anticipated project footprint, and the City needs to acquire a portion of two separate parcels. Carr Trust is willingly conveying the necessary property to the City for the project, for an agreed-upon price of \$218,760.00. This project is grant funded and this acquisition was negotiated with the assistance of the City's consultant, Commonstreet in accordance with all applicable laws.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 12/1/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to approve the purchase of a portion of two parcels from Carr Trust for the Fryar Avenue Trail Project, for a total purchase price of \$218,760.00, and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase.

After recording return document to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

Document Title: Warranty Deed
Grantors: Thomas J. Carr Trust dated June 16, 1982, and Cecilia Carr
Grantee: City of Sumner
Legal Description: Ptn. Lot 3, City of Sumner Short Plat No. 82-1, 8206220279
Additional Legal Description is on Page 5 of Document
Assessor's Tax Parcel Number: Ptn. 0420246006

WARRANTY DEED

CITY OF SUMNER FRYAR AVENUE SHARED USE TRAIL

The Grantors, Cecelia Carr, as her separate estate, as to a one-half (1/2) undivided interest and Drew T. Carr, as Trustee under the Testamentary Trust under the Will of Thomas J. Carr dated June 16, 1982, as to the remaining one-half (1/2) undivided interest, 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: 9/10/25, _____

Cecelia Carr 11/7/25
Cecelia Carr

[Signature] 9/10/25
Drew Carr, Trustee of the Thomas J. Carr Trust

Accepted and Approved

City of Sumner

By: _____
Kathy Hayden
Mayor of the City of Sumner

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

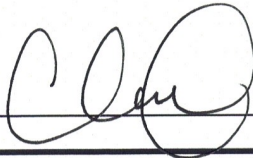
State of California
County of Riverside

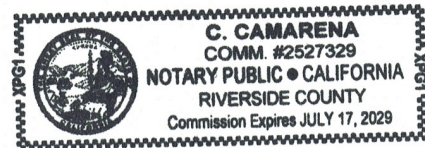
On 11/07/2025 before me, C. Camarena, Notary Public
(insert name and title of the officer)

personally appeared Cecelia Carr,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



WARRANTY DEED

**ACKNOWLEDGMENT
(Trustee)**

State of Hawaii
County of Honolulu SS

On this 10th day of September, 2025, I certify that I know or have satisfactory evidence that Drew T. Carr 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 Testamentary Trust under the will of Thomas J. Carr dated June 16, 1982, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal)



Nadia Alieva
Signature of Notary Public
Print Name: Nadia Alieva
My commission expires:
January 17, 2028

Doc. Date: Sept 10, 2025 # Pages: 9

Notary Name: Nadia Alieva 1st Circuit

Doc. Description: Warranty Deed

Nadia Alieva 9-10-2025
Notary Signature Date

NADIA ALIEVA
NOTARY PUBLIC - STATE OF HAWAII
COUNTY OF HONOLULU
My commission expires January 17, 2028



EXHIBIT A
PARCEL NO. 0420246006
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL B LYING SOUTHEASTERLY OF A LINE THAT IS 48.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE "RwF" LINE AS SHOWN ON CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, SAID LINE ALSO BEING THE CENTERLINE OF FRYAR AVENUE.

CONTAINING 3,248 SQUARE FEET, MORE OR LESS.

TRACT:
(PER CHICAGO TITLE COMPANY ORDER NO. 242501, DATED JULY 23, 2024)

PARCEL B:
LOT 3, CITY OF SUMNER SHORT PLAT NO. 82-1, RECORDED JUNE 22, 1982, UNDER RECORDING NUMBER 8206220279, IN SUMNER, PIERCE COUNTY, WASHINGTON.

09/24/24



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

TAX LOT NUMBER
0420246005

PROPERTY LINE

RIGHT OF WAY
AREA = 3248 S.F.±

18
TAX LOT NUMBER
0420246006

PROPERTY LINE

TAX LOT NUMBER
0420242015

EXISTING RIGHT OF WAY

30'
ROW

25+00

RWF (FRYAR AVE)

48.00'

24+00



N.T.S.

DATE: SEPTEMBER 3, 2024

FILE: 18.DWG



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

EXHIBIT B
PARCEL 0420246006
RIGHT OF WAY ACQUISITION

After recording return document to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

Document Title: Temporary Easement
Grantors: Thomas J. Carr Trust dated June 16, 1982, and Cecilia Carr
Grantee: City of Sumner
Legal Description: Ptn. Lot 3, City of Sumner Short Plat No. 82-1, 8206220279
Additional Legal Description is on Page 5 of Document
Assessor's Tax Parcel Number: Ptn. 0420246006

TEMPORARY EASEMENT

CITY OF SUMNER FRYAR AVENUE SHARED USE TRAIL

The Grantors, Cecelia Carr, as her separate estate, as to a one-half (1/2) undivided interest and Drew T. Carr, as Trustee under the Testamentary Trust under the Will of Thomas J. Carr dated June 16, 1982, as to the remaining one-half (1/2) undivided interest, 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 appraisal; 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 a condition similar to the condition 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: 9/10, 2025

Cecelia Carr 11/7/25
Cecelia Carr


Drew Carr, Trustee of the Thomas J. Carr Trust

Accepted and Approved

City of Sumner

By: _____

Name: _____

Title: _____

Date: _____, 20_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

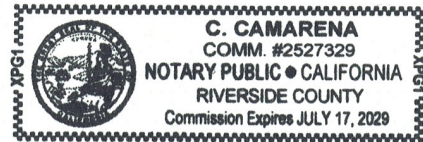
On 11/07/2025 before me, C. Camarena, Notary Public
(insert name and title of the officer)

personally appeared Cecelia Carr,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



WARRANTY DEED

ACKNOWLEDGMENT
(Trustee)

State of Hawaii
County of Honolulu SS

On this 10th day of September, 20 25, I certify that I know or have satisfactory evidence that Drew T. Carr 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 Testamentary Trust under the will of Thomas J. Carr dated June 16, 1982, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal)



Nadia Alieva

Signature of Notary Public
Print Name: Nadia Alieva
My commission expires:
January 17, 2028

Doc. Date: September 10, 2025 # Pages: 3

Notary Name: Nadia Alieva 1st Circuit

Doc. Description: Warranty Deed for
Temporary Easement

Nadia Alieva 9-10-2025
Notary Signature Date

NADIA ALIEVA
NOTARY PUBLIC - STATE OF HAWAII
COUNTY OF HONOLULU
My commission expires January 17, 2028



EXHIBIT A
PARCEL NO. 0420246006
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OPPOSITE STATION Rwf 24+60.50, AS SHOWN ON CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, 48.00 FEET NORTHWESTERLY THEREFROM;

THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 24+50.50, 48.00 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 24+50.50, 53.00 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 24+60.50, 53.00 FEET NORTHWESTERLY THEREFROM;

THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING.

CONTAINING 50 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT A POINT OPPOSITE STATION Rwf 24+35.00, AS SHOWN ON SAID CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, 48.00 FEET NORTHWESTERLY THEREFROM;

THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 24+25.00, 48.00 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 24+25.00, 53.00 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 24+35.00, 53.00 FEET NORTHWESTERLY THEREFROM;

THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING.

18-TCE.DOCX

CONTAINING 50 SQUARE FEET, MORE OR LESS.

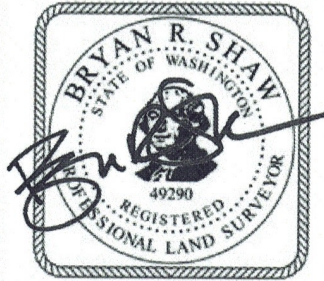
TOTAL TEMPORARY CONSTRUCTION EASEMENT CONTAINING 100 SQUARE FEET, MORE OR LESS.

TRACT:

(PER CHICAGO TITLE COMPANY ORDER NO. 242501, DATED JULY 23, 2024)

LOT 3, CITY OF SUMNER SHORT PLAT NO. 82-1, RECORDED JUNE 22, 1982, UNDER RECORDING NUMBER 8206220279, IN SUMNER, PIERCE COUNTY, WASHINGTON.

09/24/24



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

TAX LOT NUMBER
0420246005

PROPERTY LINE

TOTAL TEMPORARY CONSTRUCTION
EASEMENT AREA = 100 S.F.±

R.O.W. ACQUISITION

TEMPORARY CONSTRUCTION EASEMENT
AREA = 50 S.F.±

ⓑ
TAX LOT NUMBER
0420246006

TEMPORARY CONSTRUCTION EASEMENT
AREA = 50 S.F.±

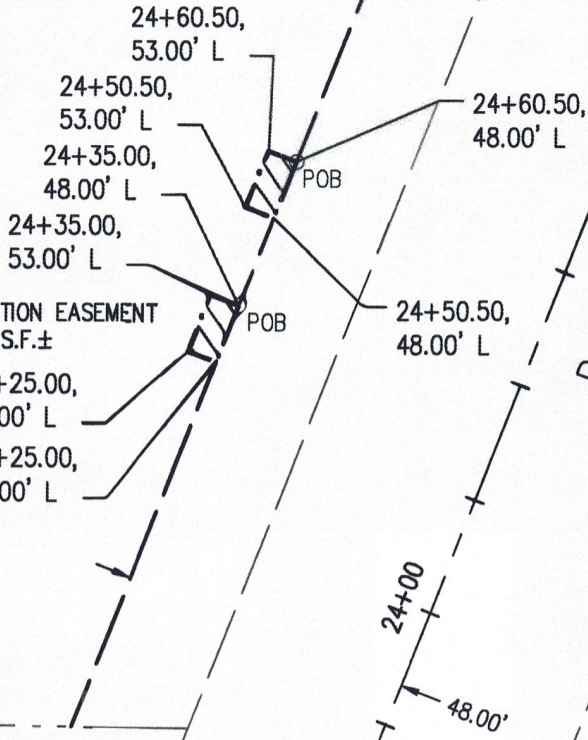
PROPERTY LINE

TAX LOT NUMBER
0420242015

EXISTING RIGHT OF WAY

30'
ROW

RWF (FRYAR AVE)



DATE: SEPTEMBER 3, 2024

FILE: 18.DWG

KPG
PSOMAS

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

EXHIBIT B
PARCEL 0420246006
TEMPORARY CONSTRUCTION EASEMENT

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 <i>Cecelia Carr</i>	DATED 11/15/25
GRANTOR OR CLAIMANT (NAME, ADDRESS) Cecelia Carr Drew Carr, Trustee of the Thomas J. Carr Trust 4746 East Mercer Way Mercer Island, WA 98040		TIN/SSN: X <i>[Signature]</i>	
PROJECT NO. AND TITLE Fryar Avenue Shared Use Trail A15.0029		Drew Carr Trustee of the Thomas J. Carr Trust	
FEDERAL AID NO. TAP 1270(012)		PARCEL NO. 0420246006	
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: Warranty Deed and Temporary Construction Easement		DATED 11/15/2025	
LAND: Fee Acquisition: 3,248 SF		\$ AMOUNT + \$146,300.00	
Temporary Easement: 100 SF		+ \$750.00	
IMPROVEMENTS:		+	
DAMAGES: Cost to Cure		+ \$1,000.00	
Proximity		+	
Other		+	
SPECIAL BENEFITS		+	
JC (Just Compensation) Amount		\$148,050.00	
REMAINDER: Uneconomic Remnant		+	
Excess Acquisition		+	
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE		+ \$705.00	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	
ACQUISITION AGENT <i>[Signature]</i>		DATE 11/13/25	
AUTHORIZED AGENT FOR AGENCY		Voucher No.	
		TOTAL AMOUNT PAID \$148,755.00	

LPA-321 10/2014

After recording return document to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

Document Title: Warranty Deed
Grantors: Thomas J. Carr Trust dated June 16, 1982, and Cecilia Carr
Grantee: City of Sumner
Legal Description: Ptn. Lot 4, City of Sumner Short Plat No. 77-278, Volume 16, Pg 21
Additional Legal Description is on Page 5 of Document
Assessor's Tax Parcel Number: Ptn. 0420247007

WARRANTY DEED

CITY OF SUMNER FRYAR AVENUE SHARED USE TRAIL

The Grantors, Cecelia Carr, as her separate estate, as to a one-half (1/2) undivided interest and Drew T. Carr, as Trustee under the Testamentary Trust under the Will of Thomas J. Carr dated June 16, 1982, as to the remaining one-half (1/2) undivided interest, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey and warrant 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.

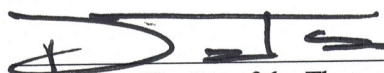
Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder of the herein described Parcel "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.

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: 10/8/25

Cecelia Carr 11/7/25
Cecelia Carr


Drew Carr, Trustee of the Thomas J. Carr Trust

Accepted and Approved

City of Sumner

By: _____
Kathy Hayden
Mayor of the City of Sumner

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

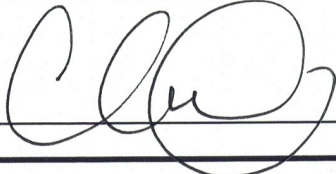
State of California
County of Riverside

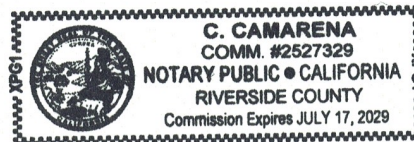
On 11/7/2025 before me, C. Camarena, Notary Public
(insert name and title of the officer)

personally appeared Cecelia Carr,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



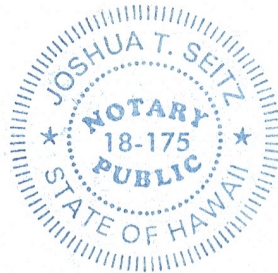
WARRANTY DEED

**ACKNOWLEDGMENT
(Trustee)**

State of Hawaii
County of Honolulu SS
City and

On this 8 day of Oct, 2025, I certify that I know or have satisfactory evidence that Drew T. Carr 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 Testamentary Trust under the will of Thomas J. Carr dated June 16, 1982, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal)



Joshua T. Seitz
Signature of Notary Public
Print Name: Joshua T. Seitz
My commission expires: 22 Apr. 1 2026

EXHIBIT A
PARCEL NO. 0420247007
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING SOUTHEASTERLY OF A LINE THAT IS 48.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE "RwF" LINE AS SHOWN ON CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, SAID LINE ALSO BEING THE CENTERLINE OF FRYAR AVENUE.

CONTAINING 1,537 SQUARE FEET, MORE OR LESS.

TRACT:

(PER CHICAGO TITLE COMPANY ORDER NO. 242501, DATED JULY 23, 2024)

PARCEL A:

LOT 4, CITY OF SUMNER SHORT PLAT NO. 77-278, ACCORDING TO PLAT RECORDED MAY 13, 1977 IN VOLUME 16 OF SHORT PLATS, PAGE 21, IN PIERCE COUNTY, WASHINGTON;
EXCEPT THAT PORTION CONVEYED TO CITY OF SUMNER FOR RIGHT OF WAY, IN DEED RECORDED UNDER RECORDING NO. 201002110174, WHICH IS A RERECORD OF DEED RECORDED UNDER RECORDING NO. 200906190270.

09/24/24



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

TAX LOT NUMBER
0420242015

PROPERTY LINE

RIGHT OF WAY
AREA = 1537 S.F.±

⑭
TAX LOT NUMBER
0420247007

TAX LOT NUMBER
0420247006

PROPERTY LINE

EXISTING RIGHT OF WAY

RWF (FRYAR AVE)

30'
ROW

37'
ROW

23+00

22+00

48.00'

30'
ROW



N.T.S.


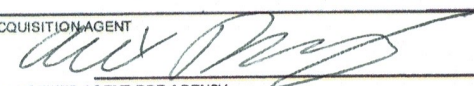
DATE: SEPTEMBER 3, 2024

FILE: 14.DWG

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

EXHIBIT B
PARCEL 0420247007
RIGHT OF WAY ACQUISITION

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	DATED
GRANTOR OR CLAIMANT (NAME, ADDRESS) Cecelia Carr Drew Carr, Trustee of the Thomas J. Carr Trust 4746 East Mercer Way Mercer Island, WA 98040		x <i>Cecelia Carr</i> Cecelia Carr	11/7/25
PROJECT NO. AND TITLE Fryar Avenue Shared Use Trail A15.0029		x  Drew Carr	12/8 2025
FEDERAL AID NO. TAP 1270(012)	PARCEL NO. 0420247007	Drew Carr Trustee of the Thomas J. Carr Trust	
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: Warranty Deed		DATED 11/19/2025	\$ AMOUNT
LAND: Fee Acquisition: 1,537 SF		+	\$69,300.00
IMPROVEMENTS:		+	
DAMAGES: Cost to Cure Proximity Other		+ + +	
SPECIAL BENEFITS			
JC (Just Compensation) Amount			\$69,300.00
REMAINDER: Uneconomic Remnant Excess Acquisition		+ +	
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE		+	\$705.00
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	
ACQUISITION AGENT 	DATE 11/19/25	Voucher No.	TOTAL AMOUNT PAID \$70,005.00
AUTHORIZED AGENT FOR AGENCY		DATE	

LPA-321 10/2014

SUBJECT: Resolution 1735 - Rejecting all Bids for WWTP Biosolids Modernization Project (CIP 21-17)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1735 - Rejecting all bids Biosolids Modernization

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:

On November 20, 2025 the City opened eight sealed bids for the Biosolids Modernization Project. The engineer's estimate for the project \$20,083,000.00 and the apparent low bid (before evaluating for responsiveness and responsibility) came in at \$24,274,366 - more than four million dollars over the project budget. The next lowest bid exceeded the low bid by an additional \$450,000. As a reminder, these bids don't just impact the City of Sumner because financial responsibility for all capital improvements at the Wastewater Treatment Plant are shared by the Cities of Bonney Lake (54%) and Sumner (46%). In light of the circumstances and given the fact that the two lowest bids exceed the project budget by more than 20%, it is not in the public interest to proceed in awarding the contract as currently advertised and the City of Sumner intends to reevaluate the project budget, project specifications, scope and other bid requirements in an effort to refine the project and re-advertise in the future. Both the Invitation to Bidders and RCW 35.23.352 authorize the City Council to reject any or all bids by resolution and re-bid projects.

<p>COUNCIL COMMITTEE/STUDY SESSION: Special Public Works Committee MEETING/STUDY SESSION DATE: 12/1/2025 COMMITTEE RECOMMENDATION: Do Pass</p>

STAFF RECOMMENDATIONS/MOTION:

Motion to Approve Resolution 1735 rejecting all bids received for CIP 21-17 Wastewater Treatment Plant Biosolids Modernization Project and authorizing the Public Works Department to refine the project and re-bid.

RESOLUTION NO. 1735

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, REJECTING ALL BIDS FOR CIP 21-17: WASTEWATER TREATMENT PLANT BIOSOLIDS MODERNIZATION PROJECT.

WHEREAS, the City of Sumner solicited sealed public bids for this capital improvement public works project, identified as CIP 21-17: Wastewater Treatment Plant Biosolids Modernization Project; and

WHEREAS, on November 20, 2025, the City opened eight (8) bids ranging from \$24,274,366.25 and \$31,761,250.26; and

WHEREAS, the engineer's estimate for the project was \$20,083,000.00; and

WHEREAS, before undertaking the required responsive and responsibility evaluation, the apparent low bidder is Rotschy and the second low bidder is Prospect Construction; and

WHEREAS, the apparent low bid exceeded the engineer's estimate by more than four million dollars, and the second low bid by nearly 4.5 million dollars, respectively; and

WHEREAS, financial responsibility for all capital improvements at the Wastewater Treatment Plant are shared by the Cities of Bonney Lake (54%) and Sumner (46%); and

WHEREAS, in light of the circumstances and given the fact that the two lowest bids exceed the project budget by more than 20%, it is not in the public interest to proceed in awarding the contract as currently advertised; and

WHEREAS, the City of Sumner intends to reevaluate the project budget, project specifications, scope and other bid requirements in an effort to refine the project and re-advertise in the future; and

WHEREAS, the Invitation to Bidders and RCW 35.23.352 authorize the City Council to reject any or all bids.

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

Section 1. Pursuant to its authority under RCW 35.23.352, the City Council hereby rejects all bids received for Bid Number CIP 21-17: Wastewater Treatment Plant Biosolids Modernization Project and authorizes the Public Works Department staff to make any necessary and/or appropriate revisions to the project scope, project budget, or contract documents before rebidding the project.

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 1st day of December, 2025.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney