



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/87471354182>

Phone one-tap:

+12532050468,,87471354182# US

+12532158782,,87471354182# US (Tacoma)

Join via audio:

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

Webinar ID: 874 7135 4182

CALL TO ORDER

Pledge of Allegiance

Invocation - Taylor Ford, Calvary Community Church

Roll Call: Elfers, Hochstatter and Wilsey

OATH OF OFFICE

Judge - Ms. Anneke Berry

Mayor - Ms. Carla Bowman

Councilmember - Mr. Mark Evers, Mr. Matthew Kenna and Mr. Greg 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. Approval of the minutes from the November 17, 2025 regular council meeting and special study session, the November 24, 2025 special council meeting and the December 1, 2025 regular meeting.
2. Approval of checks and electronic payments in the amount of [\\$4,123,709.13](#).
3. Fryar Avenue Trail Project - Carr Trust Property Acquisition

PUBLIC HEARING

REGULAR BUSINESS

1. Unfinished Business

2. Public Comment (Limit 3 minutes)

Members of the community who wish to give public comment are strongly encouraged to attend the meeting via the ZOOM link or by telephone. If you are unable to attend 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. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Ordinance No. 2949 - Franchise Agreement with Forged Fiber 37, LLC (Second Reading)
- b. Resolution No. 1737 - Confirming Emergency Proclamation - Flood Emergency (December 2025)
- c. Election of Deputy Mayor
- d. 2026/2027 Committee Selection
- e. Pierce County Regional Council Representative Selection

4. Reports

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

5. Executive Session

6. Adjournment

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact the City Clerk at (253) 299-5590, 24 hours in advance.

SUBJECT: Approval of the minutes from the November 17, 2025 regular council meeting and special study session, the November 24, 2025 special council meeting and the December 1, 2025 regular meeting.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - November 17, 2025
2. Minutes - November 17, 2025 (Special Study Session)
3. Minutes - November 24, 2025 (Special Regular Meeting)
4. Minutes - December 1, 2025

STAFF CONTACT:

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:
MEETING/STUDY SESSION DATE:
COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve meeting minutes from prior meetings.



The city conducted this public meeting using a hybrid model, in-person and on the Zoom platform.

Staff present: Marquez, Windish, Ruth, Moericke, Palmer, Raymond, Steffens, Kosa, Beagle, and Converse

THE REGULAR MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00 PM.

CALL TO ORDER

Pledge of Allegiance

Invocation - David Barnes

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

CONSENT AGENDA

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

1. Wastewater Treatment Facility Biosolids Modernization – Construction Consultant Contract Amendment
2. Wastewater Treatment Facility Biosolids Modernization – Construction Management Contract Award
3. Variable Frequency Drive Replacement – Goods & Services Contract
4. White River Restoration Project – Construction Management Consultant Supplement

PASSED BY VOICE VOTE.

PUBLIC HEARING

No Public Hearings tonight.

REGULAR BUSINESS

1. Unfinished Business

a. Resolution No. 1732 – 2026 Ad Valorem Property Tax Levy

MOVED BY COLE SECONDED BY CLERGET TO APPROVE RESOLUTION NO. 1732
2026 AD VALOREM PROPERTY TAX LEVY

Chief Financial Officer Cassandra Raymond addressed the Council.

Since there was a Public Hearing held on this item on November 3, 2024, no comments were accepted from the public.

PASSED BY ROLL CALL VOTE.

2. Public Comment

Randall Adams, Sumner.

Nick Biermann, Sumner spoke about the Ryan House.

Chester Bates, Sumner. Opposing the 30th Street zoning.

3. New Business

a. 2026 Legislative Agenda.

MOVED BY BITETTO, SECONDED BY REINKE TO APPROVE THE 2026 LEGISLATIVE AGENDA.

Communications Director Carmen Palmer and Bill Clark, Legislative Lobbyist, both addressed the Council.

PASSED BY ROLL CALL VOTE.

b. Ordinance No. 2947 – Amending Utility Rates

MOVED BY CLERGET, SECONDED BY KENNA TO APPROVE ORDINANCE NO. 2947 AMENDING UTILITY RATES.

Public Works Director Michael Kosa spoke to the topic.

Bowman and Kenna spoke about the reasoning behind amending the rates, and how it will bring the utility infrastructure ‘up to standard.’

Mark Malcom, Gupatil Avenue, spoke about the annual increase.

Linda Ridley, 145th Ave Court East, asked about funding for projects that aren’t started.

PASSED BY ROLL CALL VOTE.

c. Ordinance No. 2948 – Amending Utility System Development Charges and Sumner Municipal Code 13.16, 13.24 and 13.48

MOVED BY REINKE, SECONDED BY COLE TO APPROVE ORDINANCE NO. 2948 AMENDING UTILITY SYSTEM DEVELOPMENT CHARGES AND SUMNER MUNICIPAL CODE 13.16, 13.24 AND 13.48.

Public Works Director Michael Kosa spoke to the topic.

Nick Biermann, Parker Road East, asked about base rates.

Randall Adams, Sumner, spoke against the ordinance.

Mark Malcom, Gupatil, spoke against the ordinance.

Deputy Mayor Bowman asked about modeling and financial burdens on future residents.

PASSED BY ROLL CALL VOTE.

c. Ordinance No. 2950 – Updating Sumner Municipal Code 15.08 Establishing Means of Appeal

MOVED BY ELFERS, SECONDED BY BITETTO TO APPROVE ORDINANCE NO. 2950 UPDATING SUMNER MUNICIPAL CODE 15.08 ESTABLISHING MEANS OF APPEAL.

Deputy City Attorney Doug Ruth addressed the Council.

Councilmember Elfers asked clarifying questions.

Scott Jordon, 145th Avenue Court East addressed the Council, asked about fairness of the Code.

Linda Ridley, 145th Avenue Court East, spoke against the Ordinance.

Nick Biermann, Parker Road, spoke against the Ordinance.

Councilmember Bitetto asked clarification regarding the impartiality of the Hearing Examiner vs a Board of Appeals.

Councilmember Cole asked specifics duties of the Hearing Examiner.

Councilmember Kenna and Deputy Mayor Bowman asked process questions.

PASSED BY ROLL CALL VOTE.

3. Reports

a. Council

Councilmember Reinke attended the State of the District meeting for the Sumner-Bonney Lake School District. They are going to expand/remodel eight schools. He congratulated the newly elected officials. He is looking forward to working with them over the next four years. He then thanked the outgoing councilmembers and mayor.

Deputy Mayor Bowman shared that she participated in a Pierce County roundtable with Mayor Hayden and Deputy City Administrator Jeff Steffens. She Thanked those who have been on the council.

Councilmember Clerget congratulated the newly elected officials.

Councilmember Bitetto congratulated the newly elected officials. She is looking forward to the Bridge Lighting on November 29, 2025 at 5:30pm.

Councilmember Elfers thanked the public for attending and emphasized the importance of public input. He thanked both incoming and outgoing elected officials. He has learned from a few of his trips to Olympia that some increased costs related to budgeting are impacted by state requirements such as the Growth Management Act and Climate Commitment Act. He wished everyone a Happy Thanksgiving.

Councilmember Cole expressed pride that her three grandchildren who received achievement awards from Victor Falls Elementary and commented on the kindness and support shown among the students, noting it was a strong example of respectful behavior. She hopes it will be a lesson that is carried on into their adulthood.

Councilmember Kenna thanked the public for coming and sharing their comments. He

thanked the departing councilmembers who have served this community. He ended his comments with reminding the public of the upcoming football game. He encouraged donating to the local food banks and toy drives.

b. City Administrator

Deputy City Administrator Jeff Steffens shared the following:

Upcoming Policy Issues:

- November 24, 2025 – Special Council Meeting
 - Public Hearing – for the 2025-26 Mid-Biennial Budget Amendment
 - 2025 Comprehensive Plan Amendments
- December 1, 2025 – Regular Council Meeting
 - Swearing in Councilmembers Wisley and Hochstatter
 - Contract Awards:
 - Foster Garvey
 - Biosolids Modernization Project
 - Stewart Road Intelligent Transportation Systems Consultant
 - Approving the 2025-26 Mid-Biennial Budget Adjustment
 - 2026 Compensation Schedule
 - Confirming appointment of Anneke Berry as Municipal Court Judge
 - OpenGov Asset Management Software Purchase
 - First reading of a Franchise Agreement with Forged Fiber

Miscellaneous:

- The City will be hosting an open house to thank Kathy Hayden for her years of service to the community. It will be Thursday December 11th from 4-6 at the Senior Center.

c. Mayor

All City offices will be closed November 27th and 28th for the Thanksgiving holiday. We have so much to be thankful for in Sumner, and she wishes everyone a nice holiday.

November 29, 2025, is Shop Small Saturday. She walked through the Hometown Holidays this weekend and saw so many people shopping! The stores look great. She ended her comments by again reminding everyone of the Bridge Lighting at The Old Cannery.

4. Executive Session

There was none tonight.

5. Adjournment

Mayor Hayden reminded the public and Council of the Special Study Session following this meeting. Mayor Hayden adjourned the meeting at 7:43PM.

ATTEST:

Michelle Converse, City Clerk

Kathy Hayden, Mayor



SPECIAL STUDY SESSION MINUTES
City Hall – 1104 Maple Street
November 17, 2025
6:10PM

Staff present: Marquez, Windish, Kosa, Shannon, Steffens, McCurdy, Raymond and Beagle

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

Mayor Kathy Hayden called November 17, 2025, Special Study Session to order at 7:48pm.
All Councilmembers were present.

SPECIAL STUDY SESSION BUSINESS

2025 Annual Comprehensive Plan Amendments Docket Introduction:

1. Ordinance No. 2943 – 30th Street Map Amendment (MA-03)
2. Ordinance No. 2942 – Southeast Urban Growth Area Map Amendment (MA-02)
3. Ordinance No. 2944 – Capital Facilities Plan Amendment – SBLSD CFP Update (TA-04)
4. Ordinance No. 2939 – Town Center Plan Comprehensive Plan Amendments (MA-01)
5. Ordinance No. 2945 – 2025/2026 Mid Biennial Budget Amendment

EXECUTIVE SESSION

Mayor Hayden adjourned the special meeting at 9:11pm into Executive Session to discuss RCW 42.30.140(4) Collective Bargaining for 10-minutes, there will be no action to follow.

1. RCW 42.30.140(4) Collective Bargaining

ADJOURNMENT

The special study session was adjourned at 9:21pm.

Michelle Converse, City Clerk

Attest:

Kathy Hayden, Mayor



The city conducted this public meeting using a hybrid model, in-person and on the Zoom platform.

Staff present: Wilson, Marquez, O-Hacer-Ayala, Windish, Moericke, Palmer, Steffens, Walker, Shannon and Converse

THE SPECIAL MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00 PM.

CALL TO ORDER

Pledge of Allegiance

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

COUNCILMEMBER ELFERS WAS ABSENT. PROPER NOTIFICATION WAS MADE. MOVED BY COUNCILMEMBER KENNA SECONDED BY REINKE TO APPROVE HIS ABSENCE. MOTION PASSED BY VOICE VOTE.

CONSENT AGENDA

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

1. Collective Bargaining Agreement – Teamsters Local No. 313

PASSED BY VOICE VOTE.

PUBLIC HEARING

1. Ordinance No. 2945 – 2025/2026 Mid Biennial Budget

Mayor Hayden opened the Public Hearing at 6:03 and introduced Kassandra Raymond, Chief Financial Officer, to speak to the topic.

Two residents spoke against the Ordinance - Nick Biermann, and Tina Burnett, Sumner Avenue. Ms. Raymond did receive one submitted comment.

With no further comment and no comment from the Council, Mayor Hayden closed the Public Hearing at 6:13pm.

REGULAR BUSINESS

1. Unfinished Business

a. Ordinance No. 2939 – Town Center Plan Amendments

MOVED BY COLE, SECONDED BY CLERGET TO APPROVE ORDINANCE NO. 2939 – TOWN CENTER PLAN AMENDMENTS.

Associate Planner Chrissanda Walker spoke to the item. Since this has had a Public Hearing on November 3, 2025, no comments were taken from the audience.

PASSED BY ROLL CALL VOTE.

b. **Ordinance No. 2940 – Zoning Code Text Amendments (Form Based Code Update)**

MOVED BY KENNA, SECONDED BY COLE TO APPROVE ORDINANCE NO. 2940 – ZONING CODE TEXT AMENDMENTS (FORM BASED CODE UPDATE).

Associate Planner Chrissanda Walker spoke to the item. Since this has had a Public Hearing on November 3, 2025, no comments were taken from the audience.

PASSED BY ROLL CALL VOTE.

c. **Ordinance No. 2941 – Town Center Plan Action Ordinance**

MOVED BY CLERGET, SECONDED BY BITETTO TO APPROVE ORDINANCE NO. 2941 – TOWN CENTER PLAN ACTION ORDINANCE.

Associate Planner Chrissanda Walker spoke to the item. Since this has had a Public Hearing on November 3, 2025, no comments were taken from the audience.

PASSED BY ROLL CALL VOTE.

d. **Ordinance No. 2942 – Southeast Urban Growth Area Map Amendment**

MOVED BY BITETTO, SECONDED BY BOWMAN TO APPROVE ORDINANCE NO. 2942 – SOUTHEAST URBAN GROWTH AREA MAP AMENDMENT.

Assistant Planner Brayden Shannon spoke to the item. Since this has had a Public Hearing on November 3, 2025, no comments were taken from the audience.

COUNCILMEMBER KENNA ANNOUNCED AND GAVE REASONS FOR HIS NO VOTE.

DEPUTY MAYOR ANNOUNCED AND GAVE REASONS FOR HER YES VOTE.

PASSED BY ROLL CALL VOTE, WITH KENNA VOTING NO.

e. **Ordinance No. 2943 – 30TH Street Map Amendment**

MOVED BY REINKE, SECONDED BY BOWMAN TO APPROVE ORDINANCE NO. 2943 – .30TH STREET MAP AMENDMENT.

Associate Planner Chrissanda Walker spoke to the item. Since this has had a Public Hearing on November 3, 2025, no comments were taken from the audience.

VOTE FAILED UNANIMOUSLY.

f. **Ordinance No. 2944 – Capital Facilities Plan Amendment Sumner Bonney Lake District Facilities Plan Update**

MOVED BY BOWMAN, SECONDED BY REINKE TO APPROVE ORDINANCE NO. 2944 – CAPITAL FACILITIES PLAN AMENDMENT SUMNER BONNEY LAKE DISTRICT FACILITIES PLAN UPDATE.

Associate Planner Chrissanda Walker spoke to the item. Since this has had a Public Hearing on November 3, 2025, no comments were taken from the audience.

PASSED BY ROLL CALL VOTE.

2. New Business

a. Ordinance No. 2952 – 2025 Compensation Schedule Amendment

MOVED BY COLE, SECONDED BY KENNA TO APPROVE ORDINANCE NO. 2952 – 2025 COMPENSATION SCHEDULE AMENDMENT.

Deputy City Administrator Jeff Steffens spoke to the item.

PASSED BY ROLL CALL VOTE.

Adjournment

With no additional business before the council, Mayor Hayden adjourned the special meeting at 6:30PM. Councilmembers concurred.

ATTEST:

Michelle Converse, CMC, City Clerk

Kathy Hayden, Mayor



The city conducted this public meeting using a hybrid model, in-person and on the Zoom platform.

Staff present: Wilson, Marquez, Johnstone, Palmer, Raymond, Windish, Steffens, Kosa, Beagle, McCurdy and Converse

THE REGULAR MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00 PM.

CALL TO ORDER

Pledge of Allegiance

Invocation

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

OATH OF OFFICE

Mayor Hayden administered the Oath of Office to Micheal Hochstatter and Nicole Wisley. Both are filling short-term positions, with terms ending in 2027. They then joined the Council on the Dias.

PRESENTATION

City Administrator Jason Wilson presented outgoing Councilmembers Clerget, Bitetto and Cole with plaques honoring their service to the City. Mr. Wilson thanked the members for their service and community engagement. He hopes they will continue to do so and wishes them well in future endeavors.

CONSENT AGENDA

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

1. Foster Garvey Contract Amendment – Litigation Defense Services
2. Municipal Court Judge Appointment
3. Approval of checks and electronic payments in the amount of \$13,613,888.27
4. Approval of the regular council meeting minutes from November 3, 2025, regular council meeting.
5. Resolution No. 1735 – Rejecting all bids for WWTP Biosolids Modernization Project (CIP 21-17)

PASSED BY VOICE VOTE.

PUBLIC HEARING

None tonight.

REGULAR BUSINESS

1. Unfinished Business

Ordinance No. 2945 – 2025/2026 Mid Biennial Budget Amendment

MOVED BY COLE SECONDED BY BOWMAN TO APPROVE ORDINANCE NO. 2945 – 2025/2026 MID BIENNIAL BUDGET AMENDMENT.

Chief Financial Officer Kassandra Raymond spoke to the topic.

Clarifying questions were asked by Council.

Since this was had a Public Hearing on November 24, 2025, no comments were received.

PASSED BY ROLL CALL VOTE.

2. Public Comment

Mike Brown, Lacey and Aleksey Gergalo, Spanaway encouraged Council to adopt a Community Workforce Agreement in consideration of the WWTP Biosolids Modernization Project bid opening.

George Josten, Sumner, praised Council and Sumner's strong sense of community.

Randall Adams, Sumner, spoke in opposition to the donation ordinance.

3. New Business

a. Ordinance No. 2951 – Establishing the 2026 Compensation Schedule

MOVED BY BITETTO, SECONDED BY COLE TO APPROVE ORDINANCE NO. 2951 ESTABLISHING THE 2026 COMPENSATION SCHEDULE.

Mayor Hayden called on Deputy City Administrator Jeff Steffens.

Randall Adams, Sumner commented on the Ordinance.

Councilmember Elfers asked Mr. Steffens specifics regarding Teamster negotiations.

PASSED BY ROLL CALL VOTE.

b. Procurement of OpenGov Asset Management Software

MOVED BY REINKE, SECONDED BY BOWMAN TO APPROVE THE PROCUREMENT OF OPENGOV ASSET MANAGEMENT SOFTWARE.

Deputy Public Works Director Ryan Johnstone spoke to the item.

Clarifying questions concerning costs, data, etc., were asked by Councilmembers Bitetto, Reinke and Elfers.

PASSED BY ROLL CALL VOTE.

c. Ordinance No. 2949 – Franchise Agreement with Forged Fiber 37 LLC (First Reading)

MOVED BY ELFERS, SECONDED BY BOWMAN TO APPROVE ORDINANCE NO. 2949 FRANCHISE AGREEMENT WITH FORGED FIBER 37 LLC (FIRST READING)

City Attorney Andrea Marquez addressed the Council.

Public comments and questions were made by Randall Adams, Nick Biermann (Sumner) and Pete Hochstatter (Sumner). Carley Nations representing the applicant addressed the public and Council via Zoom.

Councilmember Elfers commented on the item.

As required by law, this item will be returning to the Council meeting of January 5, 2026, for a second reading and approval by the Council.

3. Reports

a. Council

Councilmember Reinke thanked Mayor Hayden and the outgoing Councilmembers for their service. He reminded the public of the East Pierce Fire and Rescue (EPFR) Pancake Feed on Saturday, December 6, the Santa parade beginning at 3:30. Mr. Reinke continued his comments by updating the public with dates and times for the Santa Run sponsored by EPFR. Mr. Reinke ended his comments by wishing everyone a Merry Christmas and a Happy New Year.

Deputy Mayor Bowman, echoed Councilmember Reinke's remarks. She welcomed the new Councilmembers and shared her appreciation for the outgoing Councilmembers and Mayor Hayden. Ending her remarks by sharing how much she is looking forward to the Santa Parade.

Councilmember Bitetto shared her reflections on her service on the Council and various committees, noting that it has been an honor and a privilege to serve. She thanked the Old Cannery Furniture Warehouse for their continued participation in community events and welcomed the new Councilmembers. She expressed pride in serving a City whose vision statement reads, "Sumner will set the standard of excellence for a progressive small City." She ended her comments by thanking her family and friends for their support.

Councilmember Elfers welcomed the new Councilmembers and added how nice it is to see family and friends supporting them. He provided an overview of the November 20th, meeting of the Pierce County Regional Council. Mr. Elfers concluded his comments by wishing everyone a Merry Christmas and a Happy New Year.

Councilmember Cole shared her appreciation to staff, the public and her fellow Councilmembers who supported her during her tenure on the Council. She noted that she greatly enjoyed her time on the Council. Ms. Cole concluded her remarks by stating that she has heard a lot of misinformation from the audience, and in order to get the facts, file a Public Records Request.

Councilmember Hochstatter thanked everyone for the opportunity to serve on the Council. Mr. Hochstatter shared his love of his hometown, from the Deputy Police Chief waving at his family as they walked to the Bridge Lighting event to the Hallmark-esque charm of Main Street. He encouraged public/private partnerships noting, there is nothing there is nothing the community cannot accomplish together, this is the spirit that makes Sumner thrive.

Councilmember Wilsey appreciates the opportunity to serve. She appreciates her family being in attendance tonight and their support. She is looking forward to what Council gets to do rather than when Council has to do.

b. **City Administrator**

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- This is the last council meeting of the year. We will reconvene on January 5, 2026 when newly elected members will be sworn in, and council will choose a Deputy Mayor and their committee assignments.
- At the January 12th study session we will be discussing the process for filling Mayor Elect Bowman's council seat.

Miscellaneous:

- On Wednesday, December 11th, City services will be available starting at 10am. This is to give employees an opportunity to gather to celebrate achievements and give out annual awards.
- On Thursday, December 12th, please join us from 4-6pm at the Senior Center to celebrate Mayor Hayden's 21 years of service to the Sumner Community.

c. **Mayor**

Mayor Hayden reminded the public of the Santa Parade on December 6, 2025. The route will begin at the High School, go down Main Street and end at Heritage Park.

The Spartans football team will be playing in the State championship also on December 6, 2025. Go Spartans!

4. **Executive Session**

There was none tonight.

5. **Adjournment**

With no additional business before the council, Mayor Hayden adjourned the meeting at 7:19PM. Councilmembers concurred.

ATTEST:

Michelle Converse, CMC, City Clerk

Kathy Hayden, Mayor

SUBJECT: Approval of checks and electronic payments in the amount of
[\\$4,123,709.13.](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Signature Page

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

Payments made since the previous meeting.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION: Do-Pass
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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:	37919	To:	38025	\$918,051.58
Use Tax (paid to WA State Department of Revenue)		11/11/2025	To:	11/25/2025	\$4.11
Voided Check(s)		37162	And:	37725	\$(27,950.20)
Voided EFT(s)		-	To:	-	\$-
Voided Wire(s)		-		-	\$-
AP Electronic (EFTs) Payments:	From:	1116	To:	1126	\$2,531,149.37
AP Wire(s):	From:		To:		
Payroll & Benefits Electronic Payments	From:	11/14/2025	To:	11/27/2025	\$702,064.56
Payroll & Benefits Checks	From:	10076	To:	10076	\$389.71
				TOTAL	\$4,123,709.13

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

12/1/2025 | 2:52 PM PST
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:

\$4,123,709.13

Signed by: Patricia Cole
City Council Member
Signed by: Barbara Biletto
City Council Member
Signed by: Carla Bowman
City Council Member

12/1/2025 | 2:52 PM PST
Date

12/1/2025 | 3:13 PM PST
Date

12/1/2025 | 3:23 PM PST
Date

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

Drew Carr 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

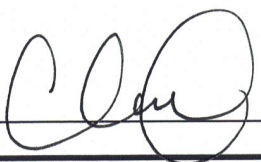
County of Riverside

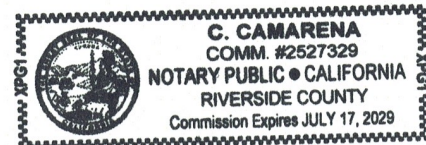
On 11/07/2025 before me, C. Camarena, Notary Public
(insert name and title of the officer)

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, 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: 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

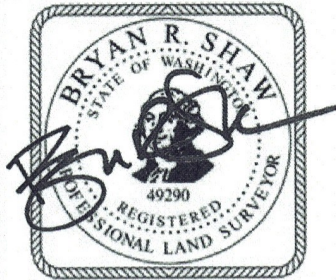
THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL B LYING SOUTHEASTERLY OF A LINE THAT IS 48.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE "RwF" LINE AS SHOWN ON CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, SAID LINE ALSO BEING THE CENTERLINE OF FRYAR AVENUE.

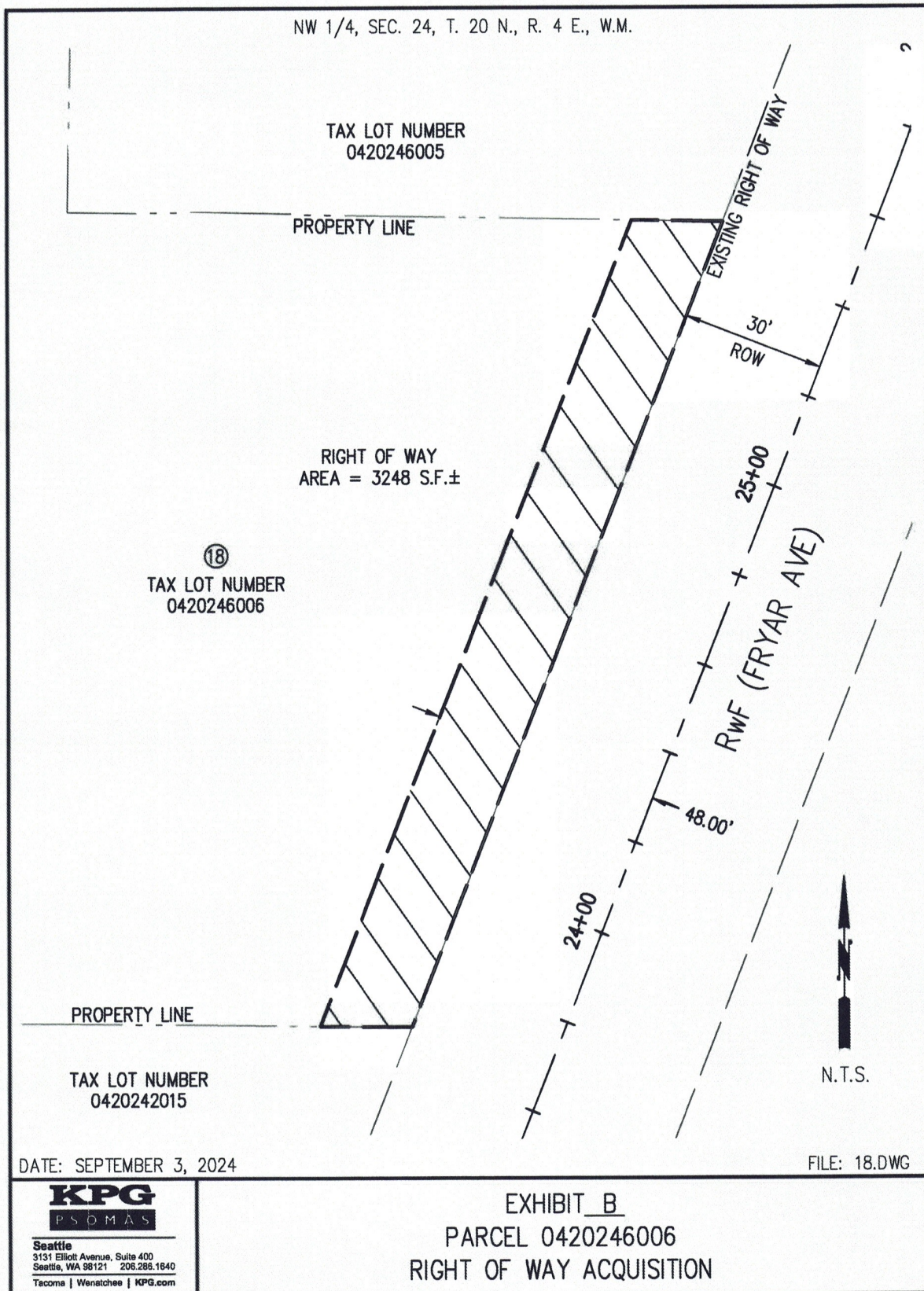
CONTAINING 3,248 SQUARE FEET, MORE OR LESS.

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





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, 20 25

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)

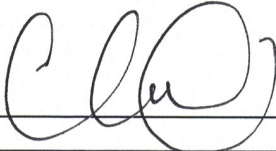
On 11/07/2025 before me, C. Camarena, Notary Public
(insert name and title of the officer)

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.

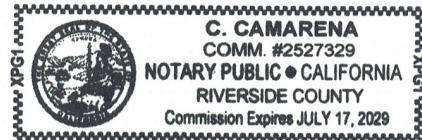
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



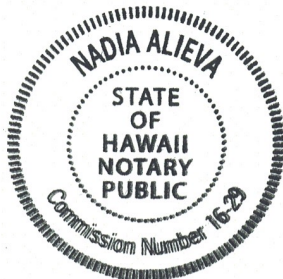
WARRANTY DEED

ACKNOWLEDGMENT (Trustee)

State of Hawaii
County of Honolulu SS

On this 10th day of September, 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: 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

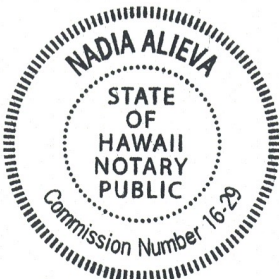


EXHIBIT A
PARCEL NO. 0420246006
TEMPORARY CONSTRUCTION EASEMENT

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.

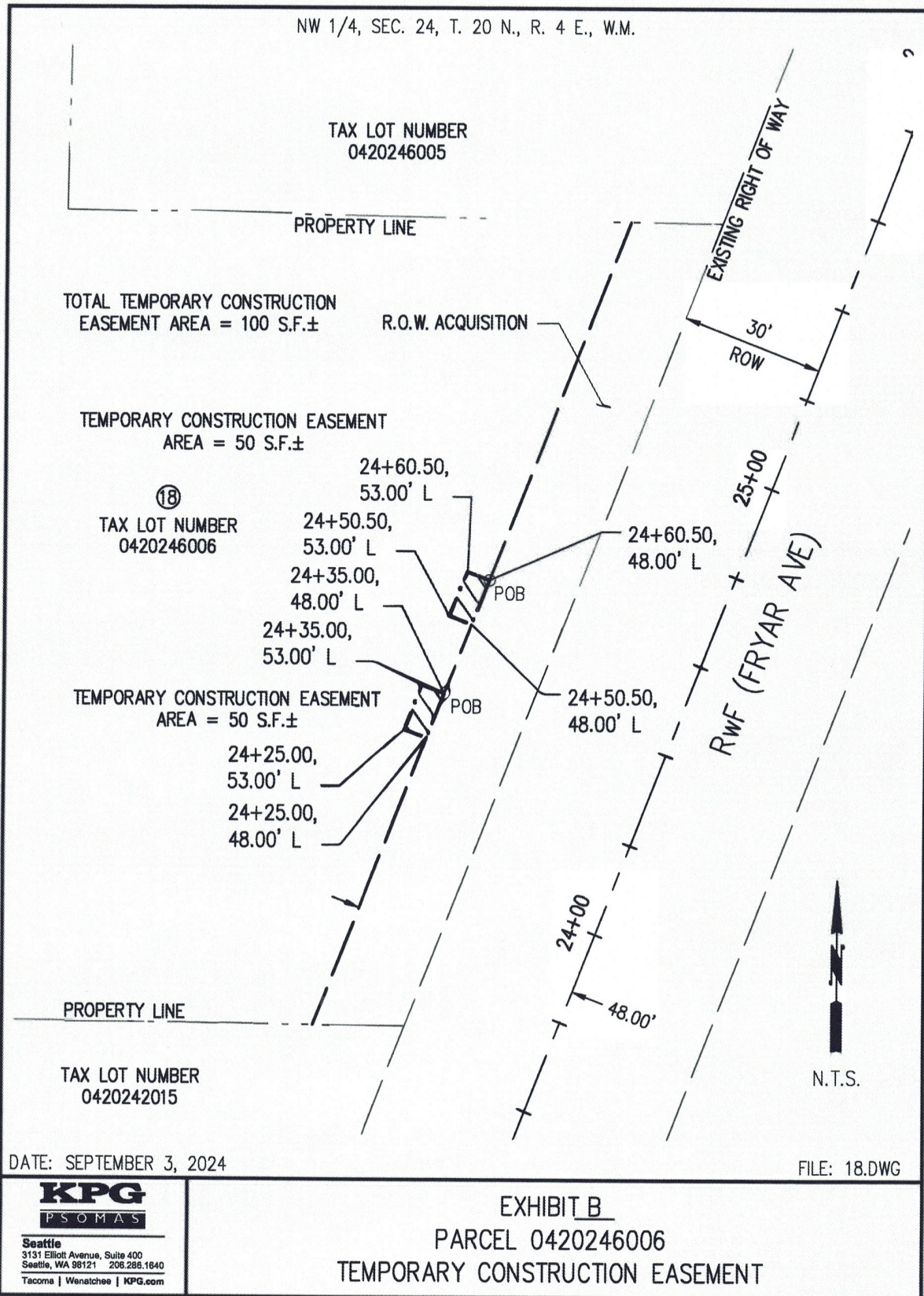
TRACT:

(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





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>	11/15/25
TIN/SSN:		Cecelia Carr	
PROJECT NO. AND TITLE Fryar Avenue Shared Use Trail A15.0029		X <i>[Signature]</i>	7/10/25
FEDERAL AID NO. TAP 1270(012)	PARCEL NO. 0420246006	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:		DATED 11/15/2025	\$ AMOUNT
Warranty Deed and Temporary Construction Easement			
LAND: Fee Acquisition: 3,248 SF		+	\$146,300.00
Temporary Easement: 100 SF		+	\$750.00
IMPROVEMENTS:		+	
DAMAGES:		+	\$1,000.00
Cost to Cure		+	
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	Voucher No.
AUTHORIZED AGENT FOR AGENCY		DATE	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

[Signature]
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

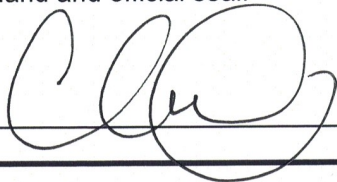
On 11/7/2025 before me, C. Camarena, Notary Public
(insert name and title of the officer)

personally appeared Cecelia Carr,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

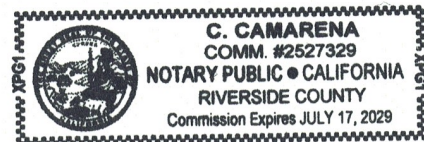
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



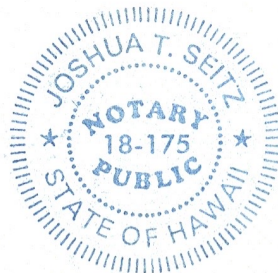
WARRANTY DEED

ACKNOWLEDGMENT (Trustee)

State of Hawaii
County of Honolulu SS
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)



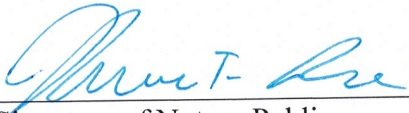

Signature of Notary Public
Print Name: Joshua T. Seitz
My commission expires: 22 Apr. 2026

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

30'
ROW

37'
ROW

23+00

22+00

48.00'

RWF (FRYAR AVE)

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.	
GRANTOR OR CLAIMANT (NAME, ADDRESS) Cecelia Carr Drew Carr, Trustee of the Thomas J. Carr Trust 4746 East Mercer Way Mercer Island, WA 98040		SIGNATURE (IN INK) FOR EACH CLAIMANT x <i>Cecelia Carr</i> Cecelia Carr	DATED 11/7/25
		x <i>[Signature]</i> Drew Carr Trustee of the Thomas J. Carr Trust	12/8 2025
		PROJECT NO. AND TITLE Fryar Avenue Shared Use Trail A15.0029	
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 <i>[Signature]</i>	DATE 11/19/25	Voucher No.	TOTAL AMOUNT PAID \$70,005.00
AUTHORIZED AGENT FOR AGENCY	DATE		

LPA-321 10/2014

SUBJECT: Ordinance No. 2949 - Franchise Agreement with Forged Fiber 37, LLC
(Second Reading)

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2949 - Franchise Agreement with Forged Fiber 37, LLC

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The City is authorized by law (RCW 35.99 and Federal Law) to grant franchises to utility companies to occupy public rights of way within the City limits for purposes of constructing, operating and maintaining utility facilities. Wireline franchises are in the public interest as they permit and encourage the broad expansion of telecommunication providers within jurisdictions. A franchise agreement is a non-exclusive easement to utilize the rights of way — essentially acting as a master permit — but does not circumvent permit processes or any other land use and development requirements like coordination with other franchises, plan reviews and permit fees, and the requirement to relocate the facilities at the Franchise holder's cost if any public project requires the utility infrastructure to move.

Forged Fiber 37, LLC (AT&T) is in the process of acquiring all of Lumen's telecommunication facilities, which requires a new franchise agreement between the City and Forged Fiber 37, LLC. However, this agreement maintains the status quo. No new facilities are anticipated to be constructed, unless maintenance or expansion in the future is required. The proposed franchise is for a period of 10 years, is non-exclusive, and requires insurance, bonding (or letter of credit) and indemnification of the City.

This franchise agreement largely mirrors the terms of the recently-adopted Ziplly Fiber franchise agreement, so it is consistent with other similarly situated franchises in Sumner.

This item does require two readings; the first reading was December 5, 2025. Tonight is the second reading and opportunity for public comment before final action.

COUNCIL COMMITTEE/STUDY SESSION: Special Public Works Committee Meeting

MEETING/STUDY SESSION DATE: 11/24/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approval of Ordinance 2949 authorizing the Mayor to execute and grant a Franchise to Forged Fiber 37, LLC on the terms and conditions outlined in the Franchise Agreement and in a form as approved by the City Attorney.

ORDINANCE 2949

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, OR REMOVE FIBER OPTIC CABLES WITHIN THE PUBLIC WAYS OF THE CITY OF SUMNER ("CITY") TO FORGED FIBER 37, LLC ("GRANTEE").

WHEREAS, Forged Fiber 37, LLC, a limited liability company organized and existing under the laws of the State of Delaware is a competitive telecommunications company providing telecommunication services, including voice, Internet and data services ("Wireline Communications Services"), which desires to occupy the City of Sumner rights-of-way to install, construct, operate, and maintain its telecommunications facilities and network for the purpose of providing services to its customers at locations within the City; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain telecommunication facilities within the boundaries of the City.

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans; and

WHEREAS, Grantee shall be responsible for its actual costs in using, occupying and repairing public ways; and

WHEREAS, the City and Grantee desire to effectuate good coordination of the use of the rights-of-way; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this ordinance are in the public interest.

WHEREAS, the City has the authority to grant, issue or deny franchises and use permits for the use of the right-of-way for telecommunications services subject to Chapter 12.90 of the Sumner Municipal Code ("SMC") but subject to applicable law; and

WHEREAS, the City and Grantee desire to enter into an agreement authorizing Grantee to use the Rights-of-Way throughout the City and specifying the terms and conditions under which said use may be made;

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY ORDAIN AND APPROVE:

Section 1. Franchise Agreement Approval.

1. Authority Granted. The City hereby grants to Grantee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege, and authority to construct, operate, maintain, replace, and use all necessary equipment and facilities thereto for the Telecommunications Facilities defined in Section 4 below. The Grantee is authorized to place its Telecommunications Facilities in, under, on, across, through, along, or below the specific rights-of-way of the City (the “Franchise Area”).

2. Authority Limited to Occupation of Rights-of-Way. The authority granted herein is a limited and non-exclusive authorization to occupy and use the rights-of-way of the City for the purpose of providing those Telecommunications Facilities (as defined in Section 4 below). This Franchise does not and shall not convey any right to Grantee to install its facilities on, under, over, across or to otherwise use City owned or leased properties of any kind without a valid lease agreement with the City. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the rights-of-way of the City to the Grantee. No reference herein to a public right-of-way shall be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and this Franchise may only grant than those rights which the City may have the undisputed right and power to give.

3. Permits Required. Grantee must obtain a permit from the City prior to performing any work within the rights-of-way. All facilities must be installed and maintained within the public rights-of-way in such manner and at such points so as not to inconvenience the public use of the public rights-of-way or to adversely affect the public safety and welfare.

4. Telecommunications Facilities.

4.1 The scope of this Franchise extends only to the wireline telecommunications facilities owned, operated or controlled by Grantee in the rights-of-way (the “Telecommunications Facilities”). This Franchise does not grant any rights in any easement granted for or in favor of any City or public utility facilities or operations.

4.2 This Franchise does not authorize the offering of Cable Services as defined in 47 U.S.C. § 522(6).

4.3 This Franchise does not authorize the installation of small wireless facilities as that term is defined in 47 USC 1.6002 or personal wireless facilities as that term is defined in RCW 35.99.010.

4.4 Unless the City and the Grantee have entered into a site-specific agreement or lease, this Franchise does not authorize Grantee to place new structures, including but not limited to poles and pedestals, in the rights-of-way regardless of height.

5. Terms, Conditions, and Provisions of SMC Chapter 12.90 Incorporated by Reference. The terms, conditions, and provisions of SMC Chapter 12.90 and Chapter 12.100 are incorporated herein by reference. All rights granted hereunder are subject to the terms, conditions, and requirements of SMC Chapters 12.90 and 12.100. The terms of this Franchise

shall supplement SMC Chapters 12.90 and 12.100. In the event of a conflict between this Franchise and SMC Chapter 12.90 or Chapter 12.100, the terms of this Franchise shall prevail.

6. Term of Franchise. The term of this Franchise shall be for a period of ten (10) years from the date the last party signs the Franchise, unless sooner terminated as provided herein.

7. Location of Facilities. Grantee may locate its Facilities anywhere within the Franchise Area, consistent the City's applicable Code requirements and the City's Design and Construction Standards. Grantee shall not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area, provided that Grantee does not expand its Services to Cable Services or small wireless facilities.

8. Non-Exclusive Grant.

8.1 This Franchise shall not in any manner prevent the City from granting additional franchises or entering into other similar agreements or franchises in, under, on, across, over, through, along or below any rights-of-way of the City or other City-owned properties, nor from exercising such other powers and authorities granted to the City by law.

8.2 This Franchise shall in no way prevent or prohibit the City from using any of its rights-of-way or other City-owned properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvements, and dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way and other City-owned properties of every type and description.

8.3 This Franchise does not grant a vested right for any facility to be located or to remain at any specific location in the public right-of-way and any right, permission or consent to occupy any location in the public right-of-way shall be revocable and terminable at the discretion of the City and the facility therein removed at the cost of the Grantee in order to allow free and unencumbered use of the public right-of-way for public work or other public purpose as may be in the best public or municipal interest as determined by the City.

9. Relocation.

9.1 **Relocation Requirement.** The City may require Grantee, and Grantee covenants and agrees, to protect, support, temporarily disconnect, relocate, and remove, its Facilities within the City's rights-of-way as set forth in SMC Section 12.90.240 when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency or as otherwise necessary for the operations of the City or other governmental entity, provided that Grantee shall in all such cases have the privilege to temporarily bypass in the authorized portion of the same rights-of-way upon approval by the City, which approval shall not unreasonably be withheld or delayed, any Facilities required to be temporarily disconnected or removed. For the avoidance of doubt, such projects

shall include any rights-of-way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, and not primarily for the benefit of a private entity, and shall not include, without limitation, any other improvements or repairs undertaken by or for the sole benefit of third party private entities. Collectively all such projects described in this Section 9.1 shall be considered a "Public Improvement Project". Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 9.1 shall be borne by Grantee. Nothing contained within this Franchise shall limit Grantee's ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060.

9.2 Notice and Relocation Process. If the City determines that the Public Improvement Project necessitates the relocation of Grantee's existing Facilities, the City shall provide Grantee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Grantee and consider the extent of Facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. Grantee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2) or unless any delays are caused by a force majeure event. To provide guidance on this notice process, the City will make reasonable efforts to involve Grantee in the predesign and design phases of any Public Improvement Project. After receipt of the written notice containing the Relocation Date, Grantee shall relocate such Facilities to accommodate the Public Improvement Project consistent with the timeline provided by the City (unless delays are caused by a force majeure event) and at no charge or expense to the City, except as otherwise permitted by RCW 35.99.060. Such timeline may be extended by a mutual agreement.

9.3 Locate Facilities. Upon request of the City or of a third-party performing work on behalf of the City in the rights-of-way and in order to facilitate the design of the rights-of-way, Grantee agrees, at its sole cost and expense, to locate its Facilities so that the Facilities' location may be taken into account in the improvement design. Grantee shall also locate its Facilities upon the request of a third party. The decision as to whether any Facilities need to be relocated in order to accommodate the Public Improvement Project shall be made by the City upon review of the location and construction of Grantee's Facilities. The City shall provide Grantee at least fourteen (14) days' written notice to perform any location services necessary to locate Grantee's facilities.

9.4 Third Party Requests for Relocation. The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities for projects that are not Public Improvement Projects. The City shall take into account payment by third parties of relocation costs or expenses in establishing or extending the Relocation Date.

9.5 Contractor Delay Claims. Grantee shall be responsible for the actual third party costs, City incurred expenses, and/or damages incurred by the City for delays in a Public Improvement Project to the extent the delay is caused by or arises out of Grantee's failure to comply with the final agreed upon schedule for the relocation other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of the City or any other reason outside of Grantee's reasonable control. Grantee agrees to work cooperatively with the City,

other franchisees and utilities and the City's third-party contractor with respect to the Public Improvement Project. Upon a notification of a delay due to Grantee's actions or inactions, Grantee agrees to work cooperatively with the City, other Grantees and utilities, and the City's third-party contractor to resolve such issues and if Grantee breaches its obligations under this Section 9 with respect to relocating its Facilities within the Franchise Area by the Relocation Date, and to the extent such breach causes a delay in the work being undertaken by the Public Improvement Project that results in a claim by the City's third party contractor(s) for costs, expenses and/or damages that are directly caused by such delay and are legally required to be paid by the City (each, a "Contractor Delay Claim"), the City may at its sole option: tender the Contractor Delay Claim to Grantee for defense and indemnification in accordance with Section 9.6 and Section 17; or require that Grantee reimburse the City for any such costs, expenses, and/or damages that are legally required to be paid by the City to its third-party contractor(s) as a direct result of the Contractor Delay Claim; provided that, if the City requires reimbursement by Grantee under this subsection, the City shall first give Grantee written notice of the Contractor Delay Claim and give Grantee the opportunity to work with the third-party contractor(s) to resolve the Contractor Delay Claim.

9.6 Indemnification. Grantee will indemnify, hold harmless and defend the City, in accordance with the provisions of Section 17, against any all claims, suits, actions, damages, or liabilities for delays to the extent caused by or arising out of the failure of Grantee to remove or relocate its facilities as required in this Section 9; provided that Grantee shall not be responsible for indemnifying, holding harmless or defending City for any claims due to delays not caused by grantee or to the extent caused by the negligence, willful misconduct or unreasonable delay of the City or any third party.

9.7 City's Costs. If Grantee fails, neglects, or refuses to remove or relocate its Facilities as described in this Section 9, except for in Section 9.4, then the City may perform such work or cause it to be done, and the City's reasonable and direct costs shall be paid by Grantee pursuant to Section 12.

9.8 Survival. The provisions of this Section 9 shall survive the expiration or termination of this Franchise for so long as Grantee continues to have Facilities in the rights-of-way.

10. Undergrounding of Facilities.

10.1 The parties agree that this Franchise does not limit or expand the City's authority under federal, law, or local laws, to require the undergrounding of utilities, including without limitation RCW 35.99.

10.2 Whenever all new or existing telephone, cable television, and electric utilities are located or relocated underground within public ways, the Grantee that currently occupies the same public ways shall concurrently relocate its Facilities underground in the manner required by SMC 12.90.120 and/or specified by the City Engineer or designee at no expense or liability to the City. Grantee shall only be required to pay its proportionately fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share

shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

10.3 Grantee will maintain registration with the Utility Coordinating Council One Call Center, or other similar or successor organization designated to coordinate underground equipment locations and installations. Grantee shall abide by RCW Chapter 19.122 (Washington State's "Underground Utilities" statutes) and will further comply with and adhere to local procedures, customs and practices relating to the one call locator service program.

11. Facilities for City's Use.

Grantee shall inform the City with at least thirty (30) days' advance written notice, when feasible or reasonable, that it is constructing, relocating, or placing ducts or conduits in the rights-of-way and provide the City with an opportunity to request that Grantee provide the City with additional duct or conduit and related structures necessary to access the conduit at City's costs and expense pursuant to RCW 35.99.070 and SMC 12.90.120(E).

12. Recovery of Costs.

12.1 Grantee shall be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City.

12.2 Where the City incurs reasonable costs and expenses for which a fee is not established, Grantee shall reimburse the City the actual administrative expenses incurred by the City that are directly related to receiving and approving a permit, license, and this Franchise, to inspecting plans and construction, or to the preparation of a detailed statement pursuant to chapter 43.21C RCW. These fees may include reimbursement for time associated with attorneys, consultants, City Staff and City Attorney's Office review.

12.3 Grantee shall pay a fee for the actual administrative expenses incurred by the City that are related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise. Grantee shall pay all costs of publication of this Franchise and any and all notices prior to any public meeting or hearing in connection with this Franchise. Grantee shall pay the reimbursements pursuant to this Section 12.3 upon acceptance of this Franchise. No permits shall be issued for the installation of Facilities until such time as the City has received payment of this fee. Grantee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency involving Grantee's Telecommunications Facilities.

12.4 Grantee shall reimburse the City for any costs incurred by the City in removing any Grantee Telecommunication Facilities upon abandonment, or in response to an emergency involving Grantee's Facilities.

12.5 Whenever necessary, after construction or maintaining any of Grantee's facilities within the rights-of-way, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the surface and subsurface disturbed by Grantee to as good or better condition as it was in before the work began, reasonable wear and tear excepted. Grantee shall replace any property corner monuments, survey reference or equipment that were disturbed or destroyed during

Grantee's work in the rights-of-way. Such restoration shall be done in a manner consistent with applicable codes and laws and to the City's satisfaction and specifications where applicable. If Grantee fails to undertake such repairs as herein provided, the City may perform the repairs at Grantee's expense. In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system equipment or facilities have been installed in any public ways or rights of- way without complying with the requirements of this Franchise or other City ordinances, or the Franchise has been terminated or has expired, upon receiving fourteen (14) business days prior written demand from the City, the Grantee shall promptly commence to remove, at its expense, such affected equipment or Facilities, other than any which the City may permit to be abandoned in place, from the public rights-of-way. Any removal shall be completed within one-hundred eighty (180) days from receipt of the City's written demand. In the event of such removal, the Grantee shall promptly restore the public ways or rights-of-way from which such property has been removed to a condition reasonably satisfactory to the City. Any of Grantee's affected equipment or facilities remaining in place after the expiration of the one hundred eighty (180) days after the termination or expiration of the Franchise, and upon written notice from the City, shall be considered permanently abandoned. The City may extend such time with prior written request from the Grantee, such request shall not be unreasonably withheld. Any equipment or facilities of the Grantee that the City allows to be abandoned in place shall be abandoned in such manner as the City shall prescribe. Upon Grantee's permanent abandonment of the equipment or facilities in place, the equipment or facilities shall become the City's property, and the Grantee shall submit an instrument in writing to the Public Works Director, to be approved by the City Attorney, transferring the ownership of such equipment or facilities to the City.

12.6 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Grantee with the City's itemization of costs at the conclusion of each project for information purposes. Reservation of Rights.

12.7 Grantee's operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result of these statutes and other federal law, the City will not impose a franchise fee under the terms of this Franchise. The parties shall, in good faith, negotiate a franchise fee on Grantee if Grantee's operations as authorized by this Franchise change such that the s prohibitions of RCW 35.21.860 or federal law no longer apply, or if prohibitions on the imposition of such fees are removed. Nothing contained herein shall preclude Grantee from challenging any such new fee or separate agreement under applicable federal, state, or local laws and such fee shall be suspended while any such challenge is pending.

13. Unsafe Working Conditions.

On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

1. Be in writing;
2. Be given to the person doing the work or posted on the work site;
3. Be sent to Grantee by overnight delivery;
4. Indicate the nature of the alleged violation or unsafe condition; and
5. Establish conditions under which work may be resumed.

14. Dangerous Conditions; Authority for City to Abate.

14.1 Whenever construction, installation, or excavation of Grantee's telecommunications facilities has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the City Engineer may reasonably require Grantee, at Grantee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, and utilities. Grantee shall be required to take action immediately and without notice from the City or within a prescribed time indicated in writing from the City.

14.2 In the event that Grantee fails or refuses to promptly take the action as directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, and other City property, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Grantee shall be liable to the City for the reasonable costs thereof.

15. Safety and Maintenance Standards.

15.1 Grantee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the rights-of-ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Grantee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its facilities. Additionally, Grantee shall keep its facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. By way of illustration and not limitation, Grantee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Grantee, the City reserves the general right to inspect the facilities to evaluate if they are constructed and maintained in a safe condition.

15.2 Additional standards include:

15.2.1 All installations and maintenance of equipment, lines, and ancillary facilities shall be installed and maintained in accordance with industry-standard practices and shall comply with all federal, State, and local regulations, ordinances, and laws.

15.2.2 Any opening or obstruction in the rights-of-way or other public places made by Grantee in the course of its operations shall be protected by Grantee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

16. Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

17. Indemnification; Exclusion of Damages.

17.1 Grantee releases, covenants not to bring suit against, and agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, volunteers, and representatives from any and all claims, reasonable costs, judgments, awards, or other liability asserted by a third party to the extent related to any injury or death of any person or damage to property caused by or arising out of any negligent, fraudulent, or willful acts or omissions of Grantee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise. These indemnification obligations shall extend to such claims that are not reduced to a suit and any claims that may be compromised, with Grantee's prior written consent, prior to the culmination of any litigation or the institution of any litigation. Notwithstanding the foregoing, Grantee's covenant to indemnify the City and not to bring suit does not apply to claims, costs, judgments, awards or liabilities arising from the City's sole negligence, gross negligence, or willful misconduct.

17.2 Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance by Grantee of any of its obligations under this Section 17.

17.3 The City shall promptly notify Grantee of any claim or suit and request in writing that Grantee indemnify the City, pursuant to this Section 17. Grantee may choose counsel to defend the City subject to this Section 17. City's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event that Grantee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, Grantee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. Grantee may accept defense of a claim or claims under a reservation of rights in which case, a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) determines that such claim or claims were not subject to Grantee's obligations under this Section, City shall promptly reimburse Grantee for all costs and expenses, including attorneys' fees, incurred in the defense of the claim or claims.

17.4 Grantee is indemnifying the City and controlling the defense. Nonetheless, it is the City's discretion to engage separate counsel if it deems there is a conflict of interest. Counsel have procedures, and ethical requirements, to deal with conflicts. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, then upon the prior written approval and consent of Grantee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Grantee shall pay the reasonable fees and expenses of such separate counsel, except that Grantee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

17.5 Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the City, its officers, officials, employees, or agents, the obligations of Grantee under the indemnification provisions of this Section 17 and any other indemnification provision herein shall apply. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Grantee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Grantee for claims made against the City by Grantee's employees. This waiver has been mutually negotiated by the parties.

17.6 Notwithstanding any other provisions of this Section 17, Grantee assumes the risk of damage to its Facilities located in the rights-of-way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any solely negligent, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors.

17.7 The provisions of this Section 17 shall survive the expiration, revocation, or termination of this Franchise.

17.8 NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ATTORNEY FEES OR LOST PROFITS, TIME, SAVINGS, GOODWILL, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, ARISING FROM OR IN CONNECTION TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. Grantee further agrees to indemnify, hold harmless, and defend the City against any third-party claims for damages, including, but not limited to, business interruption

damages, lost profits, and consequential damages, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, or contractors, except to the degree caused by the City's sole negligence, gross negligence or willful misconduct.

18. Insurance.

18.1 Grantee shall procure and maintain for so long as Grantee has Facilities in the rights-of-way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Grantee. Grantee shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Grantee. Grantee shall procure insurance from insurers with a current A.M. Best rating of not less than A:VII. Grantee shall provide a copy of a certificate of insurance and blanket additional insured endorsement to the City for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

- (a) Automobile Liability insurance with limits of no less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- (b) Commercial General Liability insurance, written on an occurrence basis with limits of no less than \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, blanket contractual; premises; operations; independent contractors; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU).
- (c) Pollution liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate
- (d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable.
- (e) Excess Umbrella liability policy with limits of no less than \$5,000,000 per occurrence and in the aggregate. Grantee may use any combination of primary and excess to meet required total limits.

18.2 Payment of deductible or self-insured retention shall be the sole responsibility of Grantee. Grantee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 18. Grantee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies.

18.3 The required insurance policies, with the exception of Workers' Compensation and Employer's Liability, and Pollution Liability obtained by Grantee shall include the City, its officers, officials, employees, representatives, engineers, consultants, agents, and volunteers ("Additional Insureds"), as an additional insured under this Franchise, with coverage at least as broad as Additional Insured Managers Lessors of Premises ISO form CG 00 01 and/or CG 20 26. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Grantee shall provide to the City upon acceptance a certificate of insurance and blanket additional insured endorsement. Receipt by the City of any certificate showing less coverage than required is not a waiver of Grantee's obligations to fulfill the requirements. Grantee's required general and auto liability insurance shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Grantee's required insurance and shall not contribute with it.

18.4 Upon receipt of notice from its insurer(s) Grantee shall provide the City with thirty (30) days prior written notice of any cancellation of any insurance policy that is not immediately being replaced, required pursuant to this Section 18. If Grantee does not immediately replace its cancelled policy with one meeting this requirements of this agreement, Grantee shall, prior to the effective date of the notified cancellation, obtain replacement insurance policies meeting the requirements of this Section 18.1. Failure to provide the insurance cancellation notice and to furnish to the City replacement insurance policies meeting the requirements of this Section 18 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 22 below, subject to the applicable cure periods.

18.5 Grantee's maintenance of insurance as required by this Section 18 shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Grantee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Grantee. If Grantee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Grantee.

18.6 The City may review all insurance limits once every calendar year during the Term and may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Grantee. Grantee shall then issue or provide a certificate of insurance to the City showing compliance with these adjustments. Upon request by the City, Grantee shall furnish certificates of insurance, including endorsements, required in this Franchise and evidence of all contractors' coverage.

18.7 As of the Effective Date of this ordinance, Grantee is self-insured for Pollution liability and Commercial General Liability property damage. Should Grantee wish to become self-insured for other levels outlined in this Franchise at a later date, Grantee or its affiliated

parent entity shall comply with the following: (i) provide the City, upon request, a copy of Grantee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Grantee or its parent company is responsible for all payments within the self-insured retention; and (iii) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

19. Security Fund and Liquidated Damages.

19.1 At the same time as providing acceptance of this Franchise, Grantee shall establish a permanent security fund in the amount of Fifty Thousand Dollars (\$50,000) to guarantee the full and complete performance of the requirements of this Franchise, the requirements of SMC Chapter 12.90, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Grantee to comply with the codes, ordinances, rules, regulations, or permits of the City. The Grantee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond in the amount of Fifty Thousand Dollars (\$50,000) to secure performance under this Franchise. The letter of credit or bond shall be in the form acceptable to the City Attorney.

19.2 If Grantee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, the City shall provide Grantee with written notice specifying with reasonable particularity the nature of any such breach and Grantee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Grantee does not comply with the specified conditions, City may, at its discretion, (1) commence revocation proceedings, pursuant to SMC 12.90.350(C), (2) refuse to grant additional permits, (3) claim liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day against the Security Fund, or (4) pursue other remedies to compel or force Grantee to comply with the terms hereof. If liquidated damages are used, then those damages shall be the exclusive monetary remedy for the breach.

19.3 Neither the right to liquidated damages nor the payment of liquidated damages shall bar or otherwise limit the right of the City in a proper case to utilize any other remedies available in equity or law.

19.4 Before any sums are withdrawn from the security fund, the City shall give written notice to the Grantee:

19.4.1 Describing the act, default or failure to be remedied, or the damages, costs or expenses which the City has incurred by reason of Grantee's act or default regarding the installation, maintenance, repair or removal of telecommunications facilities in the rights-of-way, other ways or upon City property or in connection with restoration of the foregoing;

19.4.2 Providing a reasonable opportunity for Grantee to first remedy the existing or ongoing default or failure regarding the installation, maintenance, repair or removal of the Facilities;

19.4.3 Providing a reasonable opportunity for Grantee to pay any monies due the City before the City withdraws the amount thereof from the security fund, if applicable; and

19.4.4 That Grantee will be given an opportunity to review the act, default or failure described in the notice with the City or his or her designee.

19.5 Grantee shall replenish the security fund within 14 days after written notice from the City that there is a deficiency in the amount of the fund.

19.6 Upon termination or expiration of the Franchise all funds remaining in the Security Fund shall be returned to Grantee within thirty (30) days after removal of Grantee's Telecommunications Facilities within the rights-of-way.

20. Remedies Cumulative. All remedies under SMC Chapter 12.90 and this Franchise are cumulative unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall the exercise of a remedy or the payment of liquidated damages or penalties relieve Grantee of its obligations to comply with this Franchise. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has at law or equity. Recovery by the City of any amounts under insurance, the performance bond, the security fund or letter of credit, or otherwise, does not limit a Grantee's duty to indemnify the City in any way; nor shall such recovery relieve Grantee of its obligations under this Franchise, limit the amounts owed to the City, or in any respect prevent the City from exercising any other right or remedy it may have.

21. Modification. The City and the Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification.

22. Revocation. The rights granted under this Franchise may be revoked or forfeited as provided in SMC Chapter 12.90 as said Chapter presently exists or is hereafter amended.

23. No Waiver. The failure of the City to insist on timely performance or compliance by Grantee shall not constitute a waiver of the City's right to later insist on timely performance or compliance by Grantee. The failure of the City to enforce any provision of SMC Chapter 12.90 on any occasion shall not operate as a waiver or estoppel of this right to enforce any provision of SMC Chapter 12.90 on any other occasion, nor shall the failure to enforce any prior ordinance, law or contractual provision affecting Grantee's facilities act as a waiver or estoppel against application of SMC Chapter 12.90, this Franchise or any other provision of applicable law.

24. City Ordinances and Regulations. Grantee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. Neither the granting of this Franchise, nor any provision thereof, shall constitute a waiver or bar to the exercise of any governmental right or power, police power, or regulatory power of the City as may exist at the

time this Franchise is issued or thereafter be obtained. Nothing herein shall be deemed to direct or restrict or expand the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any telecommunications facilities by the Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause the Grantee to violate other requirements of law.

25. Severability. If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

26. Assignment. This Franchise may not be assigned or transferred except as provided in SMC 12.90.370.

27. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

City of Sumner
Attn: Mike Dahlem
Public Works Director
1104 Maple St.
Sumner, WA 98390
(253) 299-5702
miked@sumnerwa.gov

Grantee:

Forged Fiber 37, LLC c/o AT&T
Attn.: Legal Dept – Network Operations
Re: Sumner Franchise Agreement (WA)
208 S. Akard Street
Dallas, TX 75202-4206
FF_Right_Of_Way@att.com

28. Notice of Tariff Changes. If applicable to Grantee, Grantee shall, when making application for any changes in tariffs affecting the provisions of this Franchise, notify the City in writing of the application and provide the City Engineer with a copy of the submitted application within three days of filing with the Washington Utilities and Transportation Commission or other regulatory body. If applicable to Grantee, Grantee shall further provide the City Engineer with a copy of any actual approved tariff change affecting the provisions of this Franchise.

29. Eminent Domain. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of Grantee's Telecommunications Facilities for the fair market value thereof. In determining the value of such Telecommunications Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

30. Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to Grantee by

reason of such vacation. The City shall notify Grantee in writing not less than sixty (60) days before vacating all or any portion of any such area in which Grantee has Telecommunications Facilities. The City may, after sixty (60) days written notice to Grantee, terminate this Franchise with respect to such vacated area.

31. Condition of Facilities. Grantee shall, at its own expense, maintain its Facilities in a safe condition, in good repair and in a manner suitable to the City. Additionally, Grantee shall keep its Facilities free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services.

32. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the substantially prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

33. Hazardous Substances. Grantee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Grantee allow any of its agents, contractors or any person under its control to do the same. Grantee will be solely responsible for and will defend, indemnify and hold the City, its agents and employees harmless from and against any and all direct claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Grantee's use, storage, or disposal of hazardous substances or the use, storage or disposal of such substances by Grantee's agents, contractors or other persons acting under Grantee's control.

34. Acceptance. Acceptance shall occur upon Grantee's filing with the City Engineer all of the following: (i) this executed Franchise; (ii) certificate of insurance and additional insured endorsement pursuant to Section 18; and (iii) establishment of the security fund required pursuant to Section 19. The effective date of this Franchise shall be the date upon which Grantee has filed all of the acceptance documents listed in the preceding sentence (the "Effective Date").

Acceptance shall occur within sixty (60) days after the approval of the Franchise by the City Engineer. If an administrative fee pursuant to Section 12 is due, then issuance of any Right-of-Way Use Permit will not occur until receipt of the administrative fee.

35. Governing Law. This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Pierce County Superior Court.

36. Survival. All of the provisions, conditions and requirements of Section 5, 9, 10, 12.6, 17, 18, 24, and 35 shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the legal representatives and assigns of the Grantee and all privileges, as well as all obligations and liabilities of the Grantee shall inure to its legal representatives, successors and assigns equally as if they were specifically mentioned wherever the Grantee is named herein.

37. Miscellaneous.

37.1 City and Grantee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

37.2 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

37.3 This Franchise may be enforced at both law and equity.

37.4 This Franchise may be executed in duplicate counterparts, each of which shall be deemed an original.

37.5 Grantee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all applicable marking and lighting requirements of the FAA and the FCC. Grantee shall indemnify and hold the City harmless from any fines or other liabilities caused by Grantee's failure to comply with such requirements. Should Grantee or the City be cited by either the FCC or the FAA because the premises or Grantee's equipment is not in compliance and should Grantee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to Grantee or proceed to cure the conditions of noncompliance at Grantee's expense.

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 5th day of January, 2026.

IN WITNESS WHEREOF, this Franchise is entered into and granted on _____, 20____, by and between the City of Sumner ("City"), a Washington municipal corporation, and Forged Fiber 37, LLC ("Grantee"). Grantee accepts all of the terms and conditions of this Franchises as of the Effective Date.

CITY OF SUMNER

GRANTEE: Forged Fiber 37, LLC

By: _____

Its: _____

By: _____

Mayor

By: _____

Title: _____

APPROVED AS TO FORM:
SUMNER CITY ATTORNEY:

By: _____

SUBJECT: Resolution No. 1737 - Confirming Emergency Proclamation - Flood
Emergency (December 2025)

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1737 Confirming Flood Emergency Proclamation

STAFF CONTACT: Andrea Marquez, City Attorney, Jason Wilson, City Administrator

SUMMARY BACKGROUND:

In response to the flood emergency that began on December 8, 2025, Mayor Hayden declared an emergency in the City of Sumner by signing a Proclamation dated December 10, 2025. City code requires the City Council to confirm any emergency proclamation at the earliest practicable time after the declaration of emergency. Tonight is the first regular meeting after the Mayor's declaration. In addition, the flood emergency has concluded and the Council, by and through this resolution, will also be terminating the emergency proclamation and any emergency powers and policies established thereunder, except those necessary to continue responding to any damage or condition caused by the flood events.

COUNCIL COMMITTEE/STUDY SESSION:
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MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Adopt Resolution No. 1737, confirming the Mayor's December 10, 2025 Emergency Proclamation and terminating the same.

**RESOLUTION NO. 1737
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, CONFIRMING THE DECLARATION OF EMERGENCY DECLARED
IN RESPONSE TO THE DECEMBER, 2025 FLOOD EVENTS RELATED TO THE
PUYALLUP AND WHITE RIVERS, AND SETTING A TERMINATION DATE
THEREFORE.**

Whereas, starting on December 8, 2025, a severe atmospheric river winter storm event began impacting Washington State and Pierce County producing extreme rainfall resulting in actual or the potential for major river flooding on both the Puyallup and White rivers, saturated soils, landslides, and stream bank and slope erosion; and

Whereas, on December 8, 2025 the Pierce County Department of Emergency Management, signed by the Pierce County Executive, issued an Emergency Proclamation to prepare and address extremely heavy rainfall that is occurring or is likely to occur, including damage to transportation infrastructure, damage to private and public buildings and other facilities, and the threat to citizens lives and livelihood resulting from flooding throughout Pierce County, and

Whereas, on December 9, 2025, the National Weather Service issued a Flood Warning for Pierce County with a potential impacts to major infrastructure in the City of Sumner including the Stewart Road Bridge, White River Restoration Project, Wastewater Treatment Facility and the City's pump stations, among others; and

Whereas, on December 10, 2025, Governor Ferguson issued Proclamation 25-07 titled "December Atmospheric River and Winter Weather Event, Emergency Assistance, and Truck Driver Hours Waiver" in an effort to provide state emergency assistance to communities responding to the threat or likelihood of substantial flooding; and

Whereas, to respond to overwhelming water accumulation at the Mud Mountain Dam, the Army Corp of Engineers released intermittent but significant quantities of water into the White River, which combined with the already high river levels in the White, resulted in substantial flooding to Sumner, including commercial, industrial and residential properties and requiring the City to issue evacuation orders; and

Whereas, due to the projected weather forecast, these problems were expected to last for a significant period of time creating a threat to life and property and involving substantial clean-up and response efforts, and,

Whereas, Mayor Hayden issued an Emergency Proclamation dated December 10, 2025 enabling the City to respond to the unfolding emergency by utilizing the flexibility, resources and processes permitted and available by law during declared emergencies; and

Whereas, City code and state law require that the Sumner City Council ratify and confirm, as early as practicable, any declaration of emergency.

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

Section 1. Confirmation of Emergency Proclamation; Termination. Pursuant to SMC 2.76.070(A), the City Council of the City of Sumner hereby ratify and confirm the emergency proclamation declared by Mayor Kathy Hayden dated December 10, 2025, and any other emergency orders and policies that are derived from or related to that emergency declaration. In ratifying and confirming the Mayor's proclamation, the City Council does also hereby terminate said emergency proclamation as of January 5, 2026 except any established policies that are necessary for the continued protection of the residents and property impacted by this event.

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 5th day of January, 2026.

Carla Bowman, Mayor

ATTEST:

Michelle Converse, CMC, City Clerk

APPROVED AS TO FORM:

Andrea Marquez, City Attorney

**CITY OF SUMNER
PROCLAMATION OF EMERGENCY**

Whereas, starting on December 8, 2025, a severe winter storm event began impacting Washington State and Pierce County producing extreme rainfall resulting in actual or the potential for major river flooding on both the Puyallup and White rivers, saturated soils, landslides, and stream bank and slope erosion; and

Whereas, on December 8, 2025 the Pierce County Department of Emergency Management, signed by the Pierce County Executive, issued an Emergency Proclamation to prepare and address extremely heavy rainfall that is occurring or is likely to occur, including damage to transportation infrastructure, damage to private and public buildings and other facilities, and the threat to citizens lives and livelihood resulting from flooding throughout Pierce County, and

Whereas, on December 9, 2025, the National Weather Service issued a Flood Warning for Pierce County with a potential impacts to major infrastructure in the City of Sumner including the Stewart Road Bridge, White River Restoration Project, Wastewater Treatment Facility and the City's pump stations, among others; and

Whereas, to respond to overwhelming water accumulation at the Mud Mountain Dam, the Army Corp of Engineers is reporting an intention to release up to 12,000cfs of water into the White River, which combined with the already high river levels in the White, is likely to result in extreme flooding to Sumner, including commercial, industrial and residential properties; and

Whereas, due to the projected weather forecast, these problems may last for a significant period of time continuing to create a threat to life and property and involving substantial clean-up and response efforts, and,

Whereas, this constitutes an emergency as defined by the Pierce County Comprehensive Emergency Management Plan and necessitates the utilization of emergency powers granted pursuant to RCW 36.40.180, RCW 38.52.070(2) and Chapter 2.76 SMC; now therefore,

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF SUMNER that an emergency exists in Pierce County and in the City of Sumner; therefore, the City of Sumner is authorized to take emergency actions and to provide emergency services to protect the health and safety of persons and property pursuant to the Pierce County Comprehensive Emergency Management Plan ("Plan"), chapter 38.52 RCW, and Chapter 2.76 SMC. As directed pursuant to the Plan, the Mayor and/or the City Administrator for the City of Sumner is authorized to exercise the powers vested under this proclamation in the light of the urgent requirements of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements).

Dated this 12/10/2025 10:57 AM PST day of December, 2025.

KATHY HAYDEN

Signed by:

3420AB72F52C4FD...
Mayor of the City of Sumner

Signed by:

6007C00DBF964A7...
Jason Wilson, City Administrator

Approved as to form:

20517410A6DD49A...
Andrea Marquez, City Attorney

SUBJECT: Election of Deputy Mayor

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND: Pursuant to Council Rules Section 19 (listed below) council must elect a Deputy Mayor at the first Regular Council meeting in January of each year. For this action, the Mayor will accept nominations from the Council and those nominations will be voted upon.

Section 19. Deputy Mayor Selection Process and Duties

19.1 The Deputy Mayor shall be elected to a one (1) year term at the first Regular Council meeting in January of each year. The Mayor shall conduct the election for the Deputy Mayor as follows:

- a. The Mayor shall open the floor for nominations. Nominations do not require a second.
- b. At the conclusion of nominations, the Mayor shall ask a motion to close nominations. A majority vote of Council is required.
- c. The City Clerk shall conduct a roll call vote. Each Councilmember shall respond with the name of the nominee they wish to vote for. Any nominee receiving a majority vote of the Council shall be declared the winner of the election. In the event of a tie, the Mayor shall cast the tie-breaking vote.

19.2 The Mayor shall preside at all meetings of the Council, and in the absence of the Mayor, the Deputy Mayor will act in that capacity, following established procedures and directives provided in Section 10 of the Council Rules for the Mayor. If both the Mayor and Deputy Mayor are absent, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

COUNCIL COMMITTEE/STUDY SESSION:
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MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Conduct nominations and elect a Deputy Mayor for 2026.

SUBJECT: 2026/2027 Committee Selection**CATEGORY:** Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Committee Descriptions
2. Selection Sheet

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND: Per the Council Rules, Section 20 – City Council Committees, committee members are to be selected every two years, in even-numbered years. Historically, this has been accomplished by choosing committee assignments based on seniority.

As directed by the Mayor and based on seniority, Councilmembers will make their first selection for a committee, then begin again with the most senior Councilmember, choosing either a second committee seat or an alternate position. The process will continue until all available seats on each Council committee and the alternate positions for each are filled.

Councilmembers Wilsey and Hochstatter, serving two-year terms, have equal seniority. A coin flip determined that Wilsey would pick first.

Councilmembers Evers and Kenna, serving four-year terms, also have equal seniority. A coin flip determined that Evers will pick first in 2026, and in 2028 Kenna will pick first.

Meeting times and chair positions are agreed upon by committee members at their first meeting.

Councilmember	Took Office	Current Committees
Andy Elfers	12/2023	Community Development, Public Works
Greg Reinke	05/2024	Finance (Alt), Public Works
Nicole Wilsey	12/2025	
Michael Hochstatter	12/2025	
Mark Evers	01/2026	
Matthew Kenna	01/2026	

COUNCIL COMMITTEE/STUDY SESSION:**MEETING/STUDY SESSION DATE:****COMMITTEE RECOMMENDATION:****STAFF RECOMMENDATIONS/MOTION:**

Choose committee and alternate assignments for 2026-2027.

The **Finance and Personnel Committee** considers appropriations, finances, taxation, revenues, technology systems, labor relations, personnel, and other benefits, insurance, audits and city budget and other ad hoc matters as assigned.

2025 Meeting Schedule: 2nd Thursday at 4:00pm

The **Community Development Committee** considers matters relating to community development, planning and land use, annexations, code enforcement, block grants, business improvement districts, emerging business enterprises, and other ad hoc matters as assigned.

2025 Meeting Schedule: 4th Wednesday at 4:00pm

The **Public Works Committee** is responsible for physical services provided by the city such as street and alley maintenance, sewer, water and flood control projects, shop facilities, fleet and other ad hoc matters as assigned.

2025 Meeting Schedule: 1st Tuesday at 4:00pm

The **Public Safety Committee** will provide policy recommendations on legislative matters relating to police, fire, emergency services, public safety facilities, animal control and other ad hoc matters as assigned.

2025 Meeting Schedule: 3rd Wednesday at 4:00pm

The City **Lodging Tax Advisory Committee** is established by law to review applications for funding from lodging taxes collected by the city, and to make recommendations to the county on those applications and related lodging tax issues. *Per State Law this committee has only one elected official who serves as the chair. An alternate may be appointed.*

2025 Meeting Schedule: As needed 1-2 times a year

Committee Selection

Committee Name	Member	Member	Member	Alternate
Finance & Personnel				
Public Works				
Community Development				
Public Safety				
City Lodging Tax Advisory Committee		XX	XX	

Councilmember	Took Office	Current Committees
Andy Elfers	12/2023	Community Development, Public Works
Greg Reinke	05/2024	Finance (Alt), Public Works
Nicole Wilsey	12/2025	
Michael Hochstatter	12/2025	
Mark Evers	01/2026	
Matthew Kenna	01/2026	

SUBJECT: Pierce County Regional Council Representative Selection

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Pierce County Regional Council Member Cities

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

When the Growth Management Act (GMA) passed in 1990, it mandated that cities and counties plan for growth collaboratively. In 1991, Pierce County created the Growth Management Steering Committee consisting of elected officials from every city in the County. The Port of Tacoma and the Library District also participate. In 1998, the steering committee was changed to the Pierce County Regional Council (PCRC) and continued its role in maintaining countywide planning policies. The PCRC also makes recommendations on allocation of certain federal transportation grants.

The appointment is for two years. The member and alternate(s) must be elected officials representing the member agency. There is no limit to the number of alternates the City can appoint. A member jurisdiction can select its representative(s) and designated alternate(s) by its own appropriate process.

Per the Council Rules Section 21 – Appointments to Regional Organizations (below), Council can appoint representatives to regional organizations.

21.1(d) When the Council has the authority to make direct appointment to a regional committee, discussion shall take place with the full Council to determine interest. The Mayor or Councilmember receiving a majority vote will represent the City on that regional body.

21.1(e) Changes in representation to regional committees where the Council has the authority to make a direct appointment shall also be determined through full Council discussion and majority vote of the Council.

In the past, Sumner has chosen their representative and alternate through a selection process at the first Regular Council Meeting of the year.

COUNCIL COMMITTEE/STUDY SESSION:
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MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Select a Sumner representative and alternate(s) for the Pierce County Regional Council.

PIERCE COUNTY REGIONAL COUNCIL

Current Sumner representative - Councilmember Elfers / Alt. Councilmember Cole

City of Auburn

City of Bonney Lake

City of Buckley

Town of Carbonado

City of Dupont

Town of Eatonville

City of Edgewood

City of Fife

City of Fircrest

City of Gig Harbor

City of Lakewood

City of Milton

City of Orting

City of Pacific

Pierce County

Port of Tacoma

City of Puyallup

City of Roy

Town of Ruston

Town of South Prairie

Town of Steilacoom

City of Sumner

City of Tacoma

City of University Place

Town of Wilkeson