CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
January 20, 2026 6:00 PM

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

Roll Call: Elfers, Evers, Hochstatter, Kenna, Reinke and Wilsey

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 meeting minutes of the January 5th, 2026, regular Council meeting and the 12th of January 2026, study session.
2. Approval of checks/electronic payments in the amount of $5,388,613.18.
3. Hunt Avenue Reconstruction - Design Consultant Agreement
4. Resolution No.1738 - Highway Safety Improvement Program Grant Acceptance - Neighborhood Traffic Calming and Intersection Data Collection
5. Resolution No.1739 - Highway Safety Improvement Program Grant Acceptance - Roadway Curve Warning and Delineation
6. Stewart Road Bridge Temporary Construction Easement Extension - Manke Lumber
7. Stewart Road Bridge Temporary Construction Easement Extension - Potelco Industries LTD
8. Stewart Road Bridge Temporary Construction Easement Extension - Riverside Free Will Baptist Church

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. Resolution No. 1740 - 2026 Refuse Rates

b. Ordinance No. 2938 - Donation, Naming Rights & Sponsorship

4. **Reports**
   a. Council
   b. City Administrator
   c. Mayor

5. **Executive Session**

Per RCW 42.30.110(1)(i)(ii) To discuss with legal counsel representing the agency litigation or potential litigation.

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.

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: January 20, 2026
AGENDA BILL: 26-10

SUBJECT: Approval of the meeting minutes of the January 5th, 2026, regular Council meeting and the 12th of January 2026, study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - January 5, 2026
2. Minutes - January 12, 2026

STAFF CONTACT: Michelle Converse

SUMMARY BACKGROUND:

Meeting minutes from the past two Council meetings.

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

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.

CITY COUNCIL MEETING MINUTES
City Hall – 1104 Maple Street
January 5, 2026 at 6:00 PM

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

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

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

CALL TO ORDER

Pledge of Allegiance
Invocation by Taylor Ford of Calvary Community Church
Roll Call: Elfers, Hochstatter and Wilsey

OATH OF OFFICE

City Clerk Michelle Converse administered the Judicial Oath of Office to Ms. Anneke Berry.

Judge Berry administered the Mayoral Oath of Office to Ms. Carla Bowman.

Mayor Bowman administered the Councilmember Oath of Office to Mr. Evers, Kenna and Reinke.

The Councilmembers and Mayor then took their seats on the Dias.

CONSENT AGENDA

MOVED BY ELFERS SECONDED BY EVERS TO APPROVE THE CONSENT AGENDA CONSISTING OF:

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 the checks and electronic payments in the amount of $4,123,709.13.
3. Fryar Avenue Trail Project – Carr Trust Property Acquisition

PASSED BY VOICE VOTE.

PUBLIC HEARING

None tonight.

REGULAR BUSINESS

1. **Unfinished Business**

Nothing tonight.

2. **Public Comment**

Tina Burnett, Sumner, spoke about decorative crosswalks.

Randall Adams, Sumner, spoke about the BESS plants in Sumner.

3. **New Business**

a. Ordinance No. 2949 – Franchise Agreement with Forged Fiber 37, LLC

MOVED BY KENNA, SECONDED BY ELFERS TO APPROVE ORDINANCE NO. 2949, FRANCHISE AGREEMENT WITH FORGED FIBER 37, LLC.

City Attorney Andrea Marquez spoke to the item

PASSED BY ROLL CALL VOTE.

b. Resolution No. 1737 – Confirming Emergency Proclamation – Flood Emergency (December 2025)

MOVED BY REINKE, SECONDED BY WILSEY TO APPROVE RESOLUTION NO. 1737 – CONFIRMING EMERGENCY PROCLAMATION – FLOOD EMERGENCY (DECEMBER 2025)

City Attorney Andrea Marquez and City Administrator Jason Wilson addressed the item.

Randall Adams, Sumner, commented.

Comments were made by Councilmembers Kenna, Reinke and Elfers.

PASSED BY ROLL CALL VOTE.

c. Election of Deputy Mayor

City Administrator Jason Wilson addressed the Council.

MAYOR BOWMAN OPENED THE FLOOR FOR NOMINATIONS.

COUNCILMEMBER KENNA NOMINATED COUNCILMEMBER ELFERS

WITH NO OTHER NOMINATIONS MADE, COUNCLMEMBER REINKE MOVED TO CLOSE THE NOMINATIONS. MOTION PASSED BY VOICE VOTE.

THE CLERK THEN CALLED EACH COUNCILMEMBERS NAME, COUNCILMEMBERS STATED THEIR CHOSEN CANDIDATE.

COUNCILMEMBER ELFERS WAS ELECTED UNANIMOUSLY.

MAYOR BOWMAN CONGRATULATED DEPUTY MAYOR ELFERS.

c. Committee Selection

City Administrator Jason Wilson explained the Council Committee Selection process. Per the Council Rules, Section 20 – City Council Committees, committee members are to be selected every two years, on even numbered years. Council has recommended the assignments would be done on a seniority basis for the committees for 2026 – 2027.

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

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

The 2026/2027 Committees are as follows -

Community Development: Wilsey, Hochstatter, Evers, (Alternate Kenna)

Finance and Personnel: Elfers, Reinke, Kenna, (Alternate Wilsey)

Public Safety: Reinke, Wilsey, Hochstatter, (Alternate Evers)

Public Works: Kenna, Evers, Elfers, (Alternate Reinke)

City Lodging Tax: Elfers, (Alternate Hochstatter)

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

c. Pierce County Regional Council Representative Selection

City Administrator Jason Wilson spoke to the Council regarding the topic.

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.

Sumner will chose their representative and alternate through a selection process.

MAYOR BOWMAN ASKED IF ANYONE IS INTERESTED IN THIS APPOINTMENT.

REINKE EXPRESSED HIS INTEREST.

COUNCILMEMBER KENNA VOICED AN INTEREST IN THE ALTERNATE POSITION. HE ALSO ENCOURAGED THE NEWER COUNCILMEMBERS TO EXPRESS INTEREST IN THE ALTERNATE.

COUNCILMEMBERS WILSEY AND HOCHSTATTER BOTH DECLINED, COUNCILMEMBER EVERS VOLUNTEERED.

City Administrator Jason Wilson reminded Council there are two members who have expressed interest in the alternate position.

COUNCILMEMBER KENNA THEN DECLINED THE POSITION ALLOWING COUNCILMEMBER EVERS TO BE THE CITY'S ALTERNATE.

COUNCILMEMBER REINKE ASKED FOR A POINT OF CLARIFICATION. HE WANTED TO MAKE SURE THE MEETINGS DIDN'T CONFLICT WITH ANY OF THE CITY'S COMMITTEE MEETINGS. City Administrator Wilson and Deputy Mayor Elfers concluded it did not.

Roll was called – COUNCILMEMBER REINKE WAS APPROVED AS THE REPRESENATIVE.

Roll was called – COUNCILMEMBER EVERS WAS APPROVED AS THE ALTERNATE.

3. Reports

a. **<u>Council</u>**

Councilmember Kenna commented on the new faces on Council and thanked those who ran for office. He congratulated the Sumner High School football team on their back-to-back state championships. He concluded his comments by thanking City Administrator Wilson and staff for their work during the December flooding, noting their great job and excellent communication with the residents on social media.

Deputy Mayor Elfers been a great year for teams – Mariners, Seahawks and the Spartans. The Sumner team has just sworn in a new judge, Judge Berry. He is looking forward to working with the Council and Mayor. One of the unique things about Sumner is senior staff , many have been here 20+ years, adding significant value. Thanked everyone for allowing him to take the role of Deputy Mayor, it's going to be a good 2026!

Councilmember Evers is excited to serve on the Council. This is a great group who truly care about Sumner. Mr. Evers ended his remarks by thanking his wife who was in attendance and a few of his friends who came to support him during his Oath of Office.

Councilmember Reinke hoped everyone had a great holiday. He also congratulated the newly elected Councilmembers and the Mayor. He is looking forward to working with everyone in 2026.

Councilmember Hochstatter thanked the staff for their efforts during the flood. As he sits on the Dias, he realized that we really are Team Sumner which because especially clear in times of disaster, when we all come together. He shared how wonderful it was to meet the people who keep the City running every day and expressed appreciation for the culture. The Council may disagree on things; all members are serving because of the love for Sumner and being part of Team Sumner. He ended his remarks by thanking everyone for the opportunity to serve.

Councilmember Wilsey mirrored what everyone has said, thanked staff for stepping up when the community needed them. She reminded everyone to shop small during the coming months, it's slower for retail. She ended her remarks by encouraging everyone to check out the downtown stores, they have some things the box stores don't.

b. **<u>City Administrator</u>**

City Administrator Jason Wilson began his comments by thanking Council for their kind words, he knows that staff will appreciate it. Some of us may not live in the community, but we all love Sumner and are truly Team Sumner!

Mr. Wilson continued with his report by sharing the following:

Upcoming Policy Issues:

- January 12th – Study Session
  - 2026 Refuse and Recycling Rates
  - 2026 Transportation Benefit District Update
  - Council Vacancy Process Discussion
  - Ordinance No. 2938 – Donation, Naming Rights and Sponsorships

- January 20th – Regular Council Meeting (Tuesday)
  - 2026 Refuse and Recycling Rates
  - Resolution setting hearing date for road vacation

c. **Mayor**

Mayor Bowman is looking forward to working with the new Council and City staff. After the election, almost immediately, transition meetings were scheduled. She has had the opportunity to meet with State Representatives and Community Partners. She emphasized there is much to do. The Emergency Operations Center (EOC) was a huge operation, she thanked staff for being proactive rather than reactive. She thanked Mayor Hayden for her numerous years of service.

4. Executive Session

There was none tonight.

5. Adjournment

With no additional business before the council, Mayor Bowman adjourned the meeting at 7:24PM. Councilmembers concurred.

ATTEST:

____

Michelle Converse, CMC, City Clerk

____

Carla S. Bowman, Mayor

STUDY SESSION MINUTES
City Hall – 1104 Maple Street
January 12, 2026 6:00PM

Staff present: Wilson, Marquez, Ruth, Palmer, Windish, Kosa, O'Haver-Ayala, Johnstone, Steffens, and Moericke
Councilmembers present: Evers, Elfers, Hochstatter, Kenna, Reinke, Wilsey

THE MEETING WAS CALLED TO ORDER AT 6:00PM BY MAYOR BOWMAN.

STUDY SESSION BUSINESS

1. Resolution No. 1740 – 2026 Refuse Rates
   Deputy City Administrator Jeff Steffens and Murray's Disposal District Manager Steven Hopkins

2. Transportation Benefit District
   Assistant Engineering Manager Courtney Littrell

3. Council Vacancy Process
   City Administrator Jason Wilson

4. Ordinance No. 2938 – Donation, Naming Rights & Sponsorship
   Deputy City Attorney Doug Ruth

CITY ADMINISTRATOR REPORT

AGENDA SETTING
1. Council Meeting Agenda Calendar
2. Council Committee Meeting Calendar

EXECUTIVE SESSION

ADJOURNMENT
The meeting was reconvened into adjournment at 7:41pm.

Michelle Converse, City Clerk

Attest:

Carla S. Bowman, Mayor

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: January 20, 2026
AGENDA BILL: 26-11

SUBJECT: Approval of checks/electronic payments in the amount of $5,388,613.18. **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
1. Council Report - Check Run December 26, 2025

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:

CITY OF SUMNER WASHINGTON

CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From:	38128	To:	38237	$745,595.12
Use Tax (paid to WA State Department of Revenue)		12/10/2025	To:	12/29/2025	$3.33
Voided Check(s)		37588/37936	And:	38068	$(16,726.94)
Voided EFT(s)		-	To:	-	$-
Voided Wire(s)		-		-	$-
AP Electronic (EFTs) Payments:	From:	1132	To:	1143	$3,946,123.68
AP Wire(s):	From:	15488	To:	15489	$8,213.81
Payroll & Benefits Electronic Payments	From:	12/12/2025	To:	12/25/2025	$705,082.58
Payroll & Benefits Checks	From:	10080	To:	10080	$321.60
				TOTAL	$5,388,613.18

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.

DocuSigned by:
Kassandra Raymond
9A5D5E5EBAEC4A5...

Chief Financial Officer — Date: 1/9/2026 | 9:41 AM PST

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: **$5,388,613.18**

Chair — Date

Committee Member — Date

Signed by:
Matthew Kenna
EC30DE4F7F92455...

Committee Member — Date: 1/9/2026 | 11:32 AM PST

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6387	ARAMSCO INC	38128	12/23/2025	S7318484.001	9/26/2025			Dairy freeze parking sign | OPS	258.10	00154230-531000	
6387	ARAMSCO INC	38128	12/23/2025	S7319115.001	9/26/2025			Sign supplies | OPS	632.68	00154260-531000	
6387	ARAMSCO INC	38128	12/23/2025	S7319115.002	9/26/2025			Returned bolts for sign | OPS	-16.53	00154260-531000	
								Check 38128 Total	874.25		
6716	CENTRAL MACHINERY SALES INC	38129	12/23/2025	WA14494	11/12/2025			Case 590 Repair | OPS	6,625.97	55054830-548000	
								Check 38129 Total	6,625.97		
5737	AESSEAL INC	38130	12/29/2025	0090591210	11/20/2025	25048		1.771"Double Seal for Moyno Pump*Usetax onfreight	7,279.83	40253585-531018	
								Check 38130 Total	7,279.83		
6598	ALS GROUP USA CORP	38131	12/29/2025	4120-99410882	12/19/2025			PFA's water testing | OPS	3,146.00	40153450-541022	
								Check 38131 Total	3,146.00		
33	AM TEST INC	38132	12/29/2025	A25K0457	11/19/2025			Pretreat-SumnerLS#8-B.Lake LS #21 background	180.00	40253560-541000	
33	AM TEST INC	38132	12/29/2025	A25K0628	12/2/2025			WWTF-Monthly Effluent Testing	180.00	40253585-541027	
33	AM TEST INC	38132	12/29/2025	A25K0629	12/2/2025			WWTF-Biosolids Quarterly Testing Q4	430.00	40253585-541027	
								Check 38132 Total	790.00		
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120797931	12/4/2025			Fleet laundry service	22.10	55054830-541000	
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120799060	12/8/2025			Laundry Service	25.91	41053600-541000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120799937	12/9/2025			WWTF-Laundry Service	65.84	40253585-541000	
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120801715	12/11/2025			Laundry service | Fleet	22.10	55054830-541000	
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120801716	12/11/2025			Laundry service | OPS & Parks	8.41	00157680-541000	
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120801716	12/11/2025			Laundry service | OPS & Parks	28.32	40253550-541000	
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120802799	12/15/2025			Laundry Service	25.91	41053600-541000	
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120803572	12/16/2025			WWTF-Laundry Service	65.84	40253585-541000	
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120805219	12/18/2025			Laundry service | Fleet	22.10	55054830-541000	
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120805220	12/18/2025			Laundry service | OPS & Parks	8.41	00157680-541000	
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120805220	12/18/2025			Laundry service | OPS & Parks	28.32	40253550-541000	
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120806466	12/22/2025			Laundry Service	25.91	41053600-541000	
2691	VESTIS SERVICES LLC	38133	12/29/2025	5120807354	12/23/2025			WWTF-Laundry Service	65.84	40253585-541000	
								Check 38133 Total	415.01		
6298	ARG INDUSTRIAL	38134	12/29/2025	T081204	12/16/2025			Hoses & clamps	98.08	00151830-531000	
6298	ARG INDUSTRIAL	38134	12/29/2025	T081206	12/16/2025			Tapered handles and squeegees	230.73	00151830-535000	
								Check 38134 Total	328.81		
6544	WAVE	38135	12/29/2025	138545301-0011894	12/1/2025			FIBER FOR ALL LOCATIONS DEC 2025	12,155.88	55151880-542000	
								Check 38135 Total	12,155.88		
92	BATTERIES + BULBS	38136	12/29/2025	P88171596	12/22/2025			RFB's at High School | OPS	363.22	00154260-531000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 38136 Total	363.22		
4572	BATTERY SYSTEMS INC	38137	12/29/2025	28452512171439	12/17/2025			Core charge return | OPS	-18.00	00154260-531014	
4572	BATTERY SYSTEMS INC	38137	12/29/2025	33542512091120	12/9/2025			Batteries for school zone flashers | OPS	530.86	00154260-531014	
4572	BATTERY SYSTEMS INC	38137	12/29/2025	33542512091120	12/9/2025			Batteries for school zone flashers | OPS	72.00	00154260-531014	
4572	BATTERY SYSTEMS INC	38137	12/29/2025	33542512091143	12/9/2025			Small exchange used battery | OPS	-18.00	00154260-531014	
4572	BATTERY SYSTEMS INC	38137	12/29/2025	33542512091346	12/9/2025			Credit small exchange used battery | OPS	-45.00	00154260-531014	
4572	BATTERY SYSTEMS INC	38137	12/29/2025	33542512171313	12/17/2025			School zone flashers | OPS	75.36	00154260-531014	
4572	BATTERY SYSTEMS INC	38137	12/29/2025	8503593	12/9/2025			WWTF Fire battery & core charge	616.03	40253585-531000	
								Check 38137 Total	1,213.25		
5867	BILL CLARKE ATTORNEY AT LAW	38138	12/29/2025	CS 1225	12/1/2025		22018	Legislative Lobbying - Nov 2025	3,000.00	00151170-541014	
5867	BILL CLARKE ATTORNEY AT LAW	38138	12/29/2025	CS 1225	12/1/2025		22018	Legislative Lobbying - Nov 2025	2,250.00	40851170-541014	
5867	BILL CLARKE ATTORNEY AT LAW	38138	12/29/2025	CS 1225	12/1/2025		22018	Legislative Lobbying - Nov 2025	2,250.00	40151170-541014	
								Check 38138 Total	7,500.00		
5822	BUCKLEY FEED & FARM SUPPLY	38139	12/29/2025	316128	12/1/2025			Feed for animals | OPS	272.53	40853150-531000	
5822	BUCKLEY FEED & FARM SUPPLY	38139	12/29/2025	316129	12/1/2025			Feed for animals | OPS	-25.97	40853150-531000	
5822	BUCKLEY FEED & FARM SUPPLY	38139	12/29/2025	318133	12/19/2025			Feed for animals | OPS	616.42	40853150-531000	
5822	BUCKLEY FEED & FARM SUPPLY	38139	12/29/2025	318134	12/19/2025			Garbage can for animal feed | OPS	35.70	40853150-531000	

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 38139 Total	898.68		
5302	BUELL RECREATION LLC	38140	12/29/2025	250262	12/18/2025			Platform Panel - LP - Replacement	1,109.45	00157680-535000	
								Check 38140 Total	1,109.45		
3715	CANON FINANCIAL SERVICES INC	38141	12/29/2025	42181878	11/11/2025			SENIOR CENTER COPIER LEASE DEC 2025 *NEW*	50.86	55151880-545000	
3715	CANON FINANCIAL SERVICES INC	38141	12/29/2025	42307835	12/12/2025			PD PATROL COPIER LEASE DEC 2025	38.34	55151880-545000	
								Check 38141 Total	89.20		
6432	CHASE	38142	12/29/2025	0000000506	12/3/2025			2025 LTGO Cemetery Bldg Interest	43,761.00	20059236-580102	
								Check 38142 Total	43,761.00		
2569	CITY OF LAKEWOOD	38143	12/29/2025	PD-02661	12/10/2025			EVOC Training for 4 Officers	181.89	00152120-549003	
								Check 38143 Total	181.89		
185	CITY OF PUYALLUP	38144	12/29/2025	2748	12/8/2025			2026 MCRT Skybrowse share cost	536.95	00152120-541000	
185	CITY OF PUYALLUP	38144	12/29/2025	2759	12/9/2025		25012	November 2025 Jail Services and Prisoner Med	2,707.20	00152360-551003	
								Check 38144 Total	3,244.15		
2035	COMCAST	38145	12/29/2025	8498 30 099 0009389	12/12/2025			COMCAST MONTHLY BILL: 12/17/25 - 1/16/26	1,218.96	55151880-542000	
								Check 38145 Total	1,218.96		
2035	COMCAST	38146	12/29/2025	258863876	12/15/2025			COMCAST FIBER DEC 2025, Acct #939049110	972.15	55151880-542000	
								Check 38146 Total	972.15		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5469	CORE & MAIN LP	38147	12/29/2025	X636400	12/5/2025			Service inventory parts | OPS	1,428.12	40153450-534002	
5469	CORE & MAIN LP	38147	12/29/2025	X646304	9/3/2025			NEPTUNE AND NLIGHT ANNUAL SUBSCRIPTION	7,926.18	55151880-535014	
								Check 38147 Total	9,354.30		
189	CORLISS RESOURCES INC	38148	12/29/2025	2082646.	10/14/2025			2-way topsoil | OPS	177.94	40153450-531028	
189	CORLISS RESOURCES INC	38148	12/29/2025	2082646.	10/14/2025			2-way topsoil | OPS	177.94	40253550-531028	
189	CORLISS RESOURCES INC	38148	12/29/2025	2085519	12/8/2025			Sand & Gravel, WOEOC-Flood | OPS	828.98	00154230-531004	woeoc-EOC-FLOOD-
189	CORLISS RESOURCES INC	38148	12/29/2025	2085634	12/10/2025			Sand for hescos WOEOC Flood | OPS	1,849.73	00154230-531004	woeoc-EOC-FLOOD-
189	CORLISS RESOURCES INC	38148	12/29/2025	2085770	12/15/2025			Sand for sandbags WOEC Flood Event | OPS	1,397.01	00154230-531004	woeoc-EOC-FLOOD-
189	CORLISS RESOURCES INC	38148	12/29/2025	2085771	12/15/2025			Sand for hescos WOEOC Flood | OPS	1,477.94	00154230-531004	woeoc-EOC-FLOOD-
								Check 38148 Total	5,909.54		
2164	CRYSTAL SPRINGS	38149	12/29/2025	5234348 122425	12/24/2025			WWTF-Lab Water	175.03	40253585-531006	
2164	CRYSTAL SPRINGS	38149	12/29/2025	5270017 120825	12/8/2025			Water Service	16.41	41053600-531000	
2164	CRYSTAL SPRINGS	38149	12/29/2025	5270017 120825	12/8/2025			Water Service	9.86	41053600-545000	
								Check 38149 Total	201.30		
210	DAILY JOURNAL OF COMMERCE	38150	12/29/2025	3415434	12/3/2025			Advertisement: CIP 24-07 Neighborhood Traffic Calm	773.80	32059564-563527	02407-PE- -
								Check 38150 Total	773.80		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
218	DELL MARKETING L.P.	38151	12/29/2025	10852691813	12/11/2025			LAPTOPS FOR NEW COUNCIL MEMBERS	4,809.10	55151880-535004	
								Check 38151 Total	4,809.10		
5385	DIAMOND DETAIL	38152	12/29/2025	Job 3858	12/12/2025			33-132 Detail | Fleet	484.88	55054830-548000	
5385	DIAMOND DETAIL	38152	12/29/2025	Job 3859	12/12/2025			33-101 Detail | Fleet	484.88	55054830-548000	
								Check 38152 Total	969.76		
5850	DILIGENT CORPORATION	38153	12/29/2025	INV504572	12/12/2025			FILEPRO (CIVICWEB) ANNUAL AGREEMENT - 2026	5,151.52	55151880-535014	
								Check 38153 Total	5,151.52		
4652	DRAIN-PRO	38154	12/29/2025	150531	11/23/2025			Seibenthaler ADA	250.00	00157680-545000	
4652	DRAIN-PRO	38154	12/29/2025	150532	11/23/2025			BHSC ADA	370.00	00157680-545000	
4652	DRAIN-PRO	38154	12/29/2025	150533	11/23/2025			Parks Std WWTF	120.00	00157680-545000	
								Check 38154 Total	740.00		
6468	DTPM INC	38155	12/29/2025	1117273	11/25/2025			DTPM drug testing confirmation	35.00	00151255-541000	
								Check 38155 Total	35.00		
5971	EDNETICS INC	38156	12/29/2025	INV-139725	12/17/2025	25057		Managed Detect and Response Appliance and Service	33,051.52	55151880-535009	
								Check 38156 Total	33,051.52		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6083	ELECTRONIC BUSINESS MACHINES	38157	12/29/2025	AR321767	12/15/2025			PD PATROL COPIER CLICK COUNT - 11/15/25 - 12/14/25	4.10	55151880-542000	
								Check 38157 Total	4.10		
6083	ELECTRONIC BUSINESS MACHINES	38158	12/29/2025	AR320439	11/24/2025			CH 2ND COPIER CLICK COUNT: 08/22/25 to 11/21/202	630.03	55151880-542000	
								Check 38158 Total	630.03		
2491	FERGUSON ENT #3007-WOLSELEY IND GROUP	38159	12/29/2025	4205858	12/5/2025			1122 Main 5/8 trap & seal	175.42	00151830-531000	
2491	FERGUSON ENT #3007-WOLSELEY IND GROUP	38159	12/29/2025	4223760	12/4/2025			Cemetery trap seal	238.97	41053600-531000	
								Check 38159 Total	414.39		
6284	GARDAWORLD	38160	12/29/2025	20654690	11/30/2025			Client #814651: Pick up services for Nov Off Day	47.89	40153470-541000	
6284	GARDAWORLD	38160	12/29/2025	20654690	11/30/2025			Client #814651: Pick up services for Nov Off Day	47.88	40253570-541000	
6284	GARDAWORLD	38160	12/29/2025	20654690	11/30/2025			Client #814651: Pick up services for Nov Off Day	47.88	40853170-541000	
								Check 38160 Total	143.65		
336	GRAINGER, DEPT 821837135	38161	12/29/2025	9727849656	12/2/2025			WWTF - Orings for TWAS pumps	19.22	40253585-531018	
336	GRAINGER, DEPT 821837135	38161	12/29/2025	9727977945	12/2/2025			WWTF-Orings for TWAS pumps	16.56	40253585-531018	
336	GRAINGER, DEPT 821837135	38161	12/29/2025	9734212385	12/8/2025			WWTF - TWAS pump o-rings	11.65	40253585-531018	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
336	GRAINGER, DEPT 821837135	38161	12/29/2025	9744829723	12/16/2025			Pump and hose	504.80	00151830-535000	
336	GRAINGER, DEPT 821837135	38161	12/29/2025	9748207447	12/18/2025			WWTF - Lift Station UPS	1,852.47	40253550-531008	
336	GRAINGER, DEPT 821837135	38161	12/29/2025	9750010051	12/19/2025			WWTF-bolts for TWAS pump/Gas detector for solids	211.82	40253585-531000	
336	GRAINGER, DEPT 821837135	38161	12/29/2025	9750010051	12/19/2025			WWTF-bolts for TWAS pump/Gas detector for solids	11.63	40253585-531018	
								Check 38161 Total	2,628.15		
6309	GRANICUS LLC	38162	12/29/2025	218668	11/21/2025			EngagementHQ Unlimited License 11/1/25 - 10/31/25	12,542.30	55151880-535014	
								Check 38162 Total	12,542.30		
6406	GUARDIAN ALLIANCE TECHNOLOGIES INC	38163	12/29/2025	31815	11/30/2025			POLICE APPLICANT BACKGROUND CHECK SERVICE NOV/25	250.00	55151880-535014	
								Check 38163 Total	250.00		
6512	CORLISS RESOURCES LLC	38164	12/29/2025	2082565	10/13/2025			RVP 2way topsoil	1,067.64	00157680-531000	
								Check 38164 Total	1,067.64		
6552	IBS INC	38165	12/29/2025	893431-1	12/5/2025			Hardware stock | Fleet	171.33	55054830-531000	
								Check 38165 Total	171.33		
3824	IMPRESSIVE TROPHIES AND AWARDS	38166	12/29/2025	10496	12/22/2025			perpetual plaque	39.42	00151160-535000	
								Check 38166 Total	39.42		
389	IMSA	38167	12/29/2025	NW2411-492	12/3/2025			IMSA Class Everett Dec 11-12 | OPS	1,300.37	00154260-549003	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
389	IMSA	38167	12/29/2025	NW2411-492	12/3/2025			IMSA Class Everett Dec 11-12 | OPS	1,300.38	00154230-549003	
								Check 38167 Total	2,600.75		
3226	INTERCOM LANGUAGE SERVICES	38168	12/29/2025	25-837	12/15/2025			1/2 December 2025 interpreter services	340.00	00151250-541000	
								Check 38168 Total	340.00		
5598	INTERMOUNTAIN LOCK & SECURITY	38169	12/29/2025	4822766	12/3/2025			WWTF sweep, seal, shim	44.83	40253585-531000	
								Check 38169 Total	44.83		
6160	KPG PSOMAS INC	38170	12/29/2025	229476	12/18/2025		19131	CIP 13-11 166th Ave E Rdwy Widening 11/20/25	35,047.50	32059530-563513	01311-PE-Design-
6160	KPG PSOMAS INC	38170	12/29/2025	229636	12/17/2025		25073	T2507 Task Order Stand Detail Review 11/20/25	913.67	40153410-541000	
6160	KPG PSOMAS INC	38170	12/29/2025	229636	12/17/2025		25073	T2507 Task Order Stand Detail Review 11/20/25	913.66	40253510-541000	
6160	KPG PSOMAS INC	38170	12/29/2025	229636	12/17/2025		25073	T2507 Task Order Stand Detail Review 11/20/25	913.67	40853110-541000	
6160	KPG PSOMAS INC	38170	12/29/2025	229638	12/17/2025		24089	CIP 24-04 WA St Preservation Design 11/20/25	3,777.58	32059530-563522	02404-PE- -
6160	KPG PSOMAS INC	38170	12/29/2025	229638	12/17/2025		24089	CIP 24-04 WA St Preservation Design 11/20/25	2,187.02	40259435-563522	02404-PE-DSEW-
6160	KPG PSOMAS INC	38170	12/29/2025	229638	12/17/2025		24089	CIP 24-04 WA St Preservation Design 11/20/25	1,888.79	40859431-563522	02404-PE-DSTRM-
6160	KPG PSOMAS INC	38170	12/29/2025	229638	12/17/2025		24089	CIP 24-04 WA St Preservation Design 11/20/25	2,087.61	40159434-563522	02404-PE-DWAT-

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6160	KPG PSOMAS INC	38170	12/29/2025	229639	12/17/2025		25054	CIP 22-07 Valley Ave Overlay Design 11/20/25	714.42	32059530-563524	02207-PE- -
								Check 38170 Total	48,443.92		
6437	KRAZAN & ASSOCIATES OF WA INC	38171	12/29/2025	INV F612932 - 31450	9/11/2025		25021	CIP 24-10 Task Order Hops Alley-Heritage Park 9/11	1,505.00	31059476-563315	02410-CN- -
6437	KRAZAN & ASSOCIATES OF WA INC	38171	12/29/2025	INV F612933 - 31450	10/31/2025		25096	Task Order CIP 24-10 Hops Alley/Heritage Prk 10/31	8,087.50	31059476-563315	02410-CN- -
6437	KRAZAN & ASSOCIATES OF WA INC	38171	12/29/2025	INV F612934 - 31450	11/30/2025		25096	Task Order CIP 24-10 Hops Alley/Heritage Pk 11/30	5,430.00	31059476-563315	02410-CN- -
								Check 38171 Total	15,022.50		
205	L. N. CURTIS & SONS	38172	12/29/2025	INV1019312	12/15/2025			Patrol Cap for Ofc. Vento	42.67	00152120-531026	
								Check 38172 Total	42.67		
3442	LEMAY MOBILE SHREDDING	38173	12/29/2025	4911748S185	12/1/2025			MAS Shredding Svc Acct #2185-965190	19.13	44055432-541000	
3442	LEMAY MOBILE SHREDDING	38173	12/29/2025	4911748S185	12/1/2025			MAS Shredding Svc Acct #2185-965190	38.27	44055430-541000	
								Check 38173 Total	57.40		
6462	LIBERTY TIRE RECYCLING LLC	38174	12/29/2025	3072685	9/26/2025			Tire recycling | Fleet	259.00	55054830-541000	
								Check 38174 Total	259.00		
3833	MANKE TIMBER CO	38175	12/29/2025	50802	12/28/2025			CIP 13-08 Temporary CN Easement	31,000.00	32059530-563508	01308-ROW-ROW-
								Check 38175 Total	31,000.00		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6149	MASTERS TELECOM LLC	38176	12/29/2025	69792	11/8/2025			VOIP PHONE LIINES FOR WWTP SCADA - NOV 2025	91.86	55151880-542000	
6149	MASTERS TELECOM LLC	38176	12/29/2025	71029	11/28/2025			HR FAX AND PD CALLBOXES DEC 2025	59.93	55151880-542000	
6149	MASTERS TELECOM LLC	38176	12/29/2025	71593	12/8/2025			VOIP PHONE LIINES FOR WWTP SCADA - DEC 2025	91.86	55151880-542000	
								Check 38176 Total	243.65		
6625	MCLENDON HARDWARE	38177	12/29/2025	334134/3	12/8/2025			Chain, fasteners, bolt	21.29	00157680-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334160/3	12/9/2025			Glass cleaner for street signal camera | OPS	17.70	00154260-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334182/3	12/9/2025			Forklift fuel | Fleet	89.92	55054830-532000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334214/3	12/10/2025			EOC Flood- Gloves Sandbagging	482.39	00152560-531000	woeoc-EOC-FLOOD-
6625	MCLENDON HARDWARE	38177	12/29/2025	334216/3	12/11/2025			LED and fasteners	44.39	00151830-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334232/3	12/11/2025			OPS Safety Supplies WOEC Flood | OPS	75.10	40153450-531000	woeoc-EOC-FLOOD-
6625	MCLENDON HARDWARE	38177	12/29/2025	334232/3	12/11/2025			OPS Safety Supplies WOEC Flood | OPS	75.10	40253550-531000	woeoc-EOC-FLOOD-
6625	MCLENDON HARDWARE	38177	12/29/2025	334232/3	12/11/2025			OPS Safety Supplies WOEC Flood | OPS	75.09	40853150-531000	woeoc-EOC-FLOOD-
6625	MCLENDON HARDWARE	38177	12/29/2025	334232/3	12/11/2025			OPS Safety Supplies WOEC Flood | OPS	75.09	00154230-531000	woeoc-EOC-FLOOD-
6625	MCLENDON HARDWARE	38177	12/29/2025	334236/3	12/11/2025			Bulk fasteners | Fleet	26.27	55054830-531000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6625	MCLENDON HARDWARE	38177	12/29/2025	334261/3	12/12/2025			Stormwater Supplies - Joey U	32.84	40853110-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334277/3	12/14/2025			Office supplies | OPS	7.67	40153450-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334277/3	12/14/2025			Office supplies | OPS	7.67	40253550-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334277/3	12/14/2025			Office supplies | OPS	7.66	40853150-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334277/3	12/14/2025			Office supplies | OPS	7.65	00154230-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334301/3	12/15/2025			Threaded rod, fastener, epoxy	53.13	41053600-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334311/3	12/16/2025			Enamel Spray	8.14	00157680-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334312/3	12/16/2025			Threaded glv, torch	14.25	41053600-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334312/3	12/16/2025			Threaded glv, torch	15.46	41053600-535000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334339/3	12/17/2025			4x4 posts and fasteners	154.70	00151830-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334395/3	12/18/2025			Saw blades | Fleet	26.46	55054830-535000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334410/3	12/19/2025			Bolt for sweeper | Fleet	5.79	55054830-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334412/3	12/19/2025			Frstd glass, fasteners	32.55	00151830-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334429/3	12/19/2025			Cable ties, snap	23.58	00151830-531000	
6625	MCLENDON HARDWARE	38177	12/29/2025	334471/3	12/22/2025			Storm lids shims | OPS	8.14	40853150-531000	
								Check 38177 Total	1,388.03		
3758	MOTOROLA SOLUTIONS, INC.	38178	12/29/2025	8282235951	11/12/2025	25056		Motorola Microphones Quote #3363656	2,286.91	00152120-542000	
								Check 38178 Total	2,286.91		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5838	MURREYS DISPOSAL CO INC	38179	12/29/2025	13307831S11 1	12/1/2025			Garbage service | OPS	875.59	40253550-547000	
5838	MURREYS DISPOSAL CO INC	38179	12/29/2025	13307865S11 1	12/1/2025			Sr Center 2yd weekly	304.68	00156910-547000	
5838	MURREYS DISPOSAL CO INC	38179	12/29/2025	13308767S11 1	12/1/2025			Cemetery 2yd	304.68	41053600-547000	
								Check 38179 Total	1,484.95		
555	NATIONAL SAFETY INC	38180	12/29/2025	0775468-IN	12/2/2025			Safety supplies | OPS	61.93	40153450-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0775468-IN	12/2/2025			Safety supplies | OPS	61.93	40253550-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0775468-IN	12/2/2025			Safety supplies | OPS	61.94	40853150-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0775468-IN	12/2/2025			Safety supplies | OPS	61.95	00154230-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0775591-IN	12/8/2025			Safety supplies | OPS	61.93	40153450-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0775591-IN	12/8/2025			Safety supplies | OPS	61.93	40253550-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0775591-IN	12/8/2025			Safety supplies | OPS	61.93	40853150-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0775591-IN	12/8/2025			Safety supplies | OPS	61.96	00154230-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0775862-IN	12/10/2025			Safety supplies | OPS	83.82	40153450-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0775862-IN	12/10/2025			Safety supplies | OPS	83.82	40253550-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0775862-IN	12/10/2025			Safety supplies | OPS	83.82	40853150-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0775862-IN	12/10/2025			Safety supplies | OPS	83.83	00154230-531000	
555	NATIONAL SAFETY INC	38180	12/29/2025	0776368-IN	12/17/2025			Rain Boots ZH, Rain Jacket LR | OPS	72.84	40153450-531026	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
555	NATIONAL SAFETY INC	38180	12/29/2025	0776368-IN	12/17/2025			Rain Boots ZH, Rain Jacket LR | OPS	72.84	40253550-531026	
555	NATIONAL SAFETY INC	38180	12/29/2025	0776368-IN	12/17/2025			Rain Boots ZH, Rain Jacket LR | OPS	72.84	40853150-531026	
555	NATIONAL SAFETY INC	38180	12/29/2025	0776368-IN	12/17/2025			Rain Boots ZH, Rain Jacket LR | OPS	72.82	00154230-531026	
555	NATIONAL SAFETY INC	38180	12/29/2025	0776369-IN	12/17/2025			Rain Boots for JW | OPS	38.40	40153450-531026	
555	NATIONAL SAFETY INC	38180	12/29/2025	0776369-IN	12/17/2025			Rain Boots for JW | OPS	38.40	40253550-531026	
555	NATIONAL SAFETY INC	38180	12/29/2025	0776369-IN	12/17/2025			Rain Boots for JW | OPS	38.40	40853150-531026	
555	NATIONAL SAFETY INC	38180	12/29/2025	0776369-IN	12/17/2025			Rain Boots for JW | OPS	38.41	00154230-531026	
								Check 38180 Total	1,275.74		
5144	NATURAL SYSTEMS DESIGN INC	38181	12/29/2025	2025-1217	12/10/2025		19045	CIP 14-10 CSUM-004 WR Restoration 11/30/25	10,349.45	40859431-563419	01410-PE-DSTRM-
								Check 38181 Total	10,349.45		
3934	O'REILLY AUTO PARTS	38182	12/29/2025	4478-353181	12/8/2025			Stock, washerfluid DEF | Fleet	417.41	55054830-531000	
3934	O'REILLY AUTO PARTS	38182	12/29/2025	4478-353295	12/9/2025			Shop supplies	43.21	41053600-531000	
3934	O'REILLY AUTO PARTS	38182	12/29/2025	4478-353358	12/9/2025			Return | Fleet	-218.10	55054830-531000	
3934	O'REILLY AUTO PARTS	38182	12/29/2025	4478-354132	12/15/2025			22-212 coil boots | Fleet	83.57	55054830-531000	
3934	O'REILLY AUTO PARTS	38182	12/29/2025	4478-354203	12/15/2025			22-212 fuel injector | Fleet	62.27	55054830-531000	
3934	O'REILLY AUTO PARTS	38182	12/29/2025	4478-354282	12/16/2025			Tilt trailer battery | Fleet	98.79	55054830-531000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3934	O'REILLY AUTO PARTS	38182	12/29/2025	4478-354300	12/16/2025			Sweeper filters | Fleet	72.72	55054830-531000	
								Check 38182 Total	559.87		
5782	OGDEN MURPHY WALLACE, P.L.L.C.	38183	12/29/2025	920700	12/8/2025			forged fiber franchise	240.00	001-237118	
								Check 38183 Total	240.00		
601	OFFICE MINORITY & WOMEN'S BUSINESS	38184	12/29/2025	30315028	12/9/2025			Political Subdivision Fee 7/1/202-6/30/2027	2,253.38	00151890-549004	
								Check 38184 Total	2,253.38		
9999	DARCY WALKER	38185	12/29/2025	12/10/25 Walker	12/10/2025			Utility Refund, Acct #9664,Overpayment	1,054.44	402-122107	
								Check 38185 Total	1,054.44		
9999	DIRTWORKS NORTHWEST	38186	12/29/2025	12/12/25 DirtworksNW	12/12/2025			Hydrant Flow Meter Deposit Refund-Account #20011	2,500.00	401-245104	
								Check 38186 Total	2,500.00		
9999	MCKEE ENTERPRISES, LLC	38187	12/29/2025	12/23/25 Mckee LLC	12/12/2025			Hydrant Flow Meter Deposit Refund-Mckee Enterprise	2,500.00	401-245104	
								Check 38187 Total	2,500.00		
9999	TRACY LENTZ	38188	12/29/2025	INV-00003522StAndrew	10/20/2025			Refund for special event permit	493.00	00134790-347302	
								Check 38188 Total	493.00		
6266	OSBORN CONSULTING INC	38189	12/29/2025	1590	12/17/2025		22059	CIP 22-06 Salmon Creek Culvert 11/30/25	108,321.05	40859431-563445	02206-PE- -
								Check 38189 Total	108,321.05		

Sumner, WA
Voucher Certification

munis a tyler erp solution

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
2852	PACIFIC COAST MEMORIALS INC	38190	12/29/2025	25012001547	12/10/2025			Marker-England	440.00	41053600-534000	
2852	PACIFIC COAST MEMORIALS INC	38190	12/29/2025	25012001550	12/10/2025			Marker-Osotonu	320.00	41053600-534000	
								Check 38190 Total	760.00		
5902	PAPE MATERIAL HANDLING INC	38191	12/29/2025	16561296	12/8/2025			Small chainsaw stock | OPS	36.53	40153450-531000	
5902	PAPE MATERIAL HANDLING INC	38191	12/29/2025	16561296	12/8/2025			Small chainsaw stock | OPS	36.53	40253550-531000	
5902	PAPE MATERIAL HANDLING INC	38191	12/29/2025	16561296	12/8/2025			Small chainsaw stock | OPS	36.53	40853150-531000	
5902	PAPE MATERIAL HANDLING INC	38191	12/29/2025	16561296	12/8/2025			Small chainsaw stock | OPS	36.53	00154230-531000	
5902	PAPE MATERIAL HANDLING INC	38191	12/29/2025	16574299	12/16/2025			Sweeper filters | Fleet	124.01	55054830-531000	
5902	PAPE MATERIAL HANDLING INC	38191	12/29/2025	16579521	12/18/2025			Fuel filters for sweeper | Fleet	32.85	55054830-531000	
								Check 38191 Total	302.98		
3436	PARAMETRIX	38192	12/29/2025	74029	12/18/2025		24013	CIP 23-09 Tacoma Ave Overlay Intersec. 11/28/25	10,109.38	32059530-563520	02309-PE- -
								Check 38192 Total	10,109.38		
5687	PASADO'S SAFE HAVEN	38193	12/29/2025	2364976	12/2/2025			MAS Spay Neuter Services	1,705.00	44055430-541000	
								Check 38193 Total	1,705.00		
1618	PATTERSON VETERINARY SUPPLY	38194	12/29/2025	3040117650	11/18/2025			Vaccines/ Animal Shelter Cleaning Supplies	20.25	44055430-531000	
1618	PATTERSON VETERINARY SUPPLY	38194	12/29/2025	3040117871	11/18/2025			Vaccines/ Animal Shelter Cleaning Supplies	924.42	44055430-531000	
1618	PATTERSON VETERINARY SUPPLY	38194	12/29/2025	3040357573	12/4/2025			Vaccines/ Animal Shelter Cleaning Supplies	551.24	44055430-531000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
1618	PATTERSON VETERINARY SUPPLY	38194	12/29/2025	3040572187	12/15/2025			Vaccines/ Animal Shelter Cleaning Supplies	465.30	44055430-531000	
								Check 38194 Total	1,961.21		
6214	PBS ENGINEERING & ENVIRONMENTAL LLC	38195	12/29/2025	12351	12/8/2025		22038	CIP 22-04 Sumner Texaco Remed. 11/21/25	4,788.75	31059476-563312	02204-PE-Design-
								Check 38195 Total	4,788.75		
639	PETERSEN BROTHERS, INC.	38196	12/29/2025	101148897984	6/16/2025			Water Barricades - Rhubarb Days	547.50	00155730-549001	event-TourEvent-Rhubarb-
639	PETERSEN BROTHERS, INC.	38196	12/29/2025	101148897990	6/18/2025			Water Barricades - Rhubarb Days	43.80	00155730-549001	event-TourEvent-Rhubarb-
								Check 38196 Total	591.30		
2722	PETLAND	38197	12/29/2025	203409	12/4/2025			MAS - Animal Disposal - 200 lbs	48.00	44055430-541000	
2722	PETLAND	38197	12/29/2025	203465	11/20/2025			MAS - Animal Disposal - 100 lbs	24.00	44055430-541000	
2722	PETLAND	38197	12/29/2025	204406	11/13/2025			MAS - Animal Disposal - 200 lbs	48.00	44055430-541000	
2722	PETLAND	38197	12/29/2025	204498	12/1/2025			MAS - Animal Disposal - 100 lbs	24.00	44055430-541000	
								Check 38197 Total	144.00		
627	PIERCE COUNTY BUDGET & FINANCE	38198	12/29/2025	CI-379001	12/11/2025		19075	November 2025 Jail services and prisoner med	467.01	00152360-551003	
								Check 38198 Total	467.01		
678	PUGET SOUND ENERGY	38199	12/29/2025	Dec 2025 PSE Acct	12/18/2025			December 2025 Gas & Electric Accts	2,824.27	00151830-547000	
678	PUGET SOUND ENERGY	38199	12/29/2025	Dec 2025 PSE Acct	12/18/2025			December 2025 Gas & Electric Accts	26,760.48	00154260-547002	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
678	PUGET SOUND ENERGY	38199	12/29/2025	Dec 2025 PSE Acct	12/18/2025			December 2025 Gas & Electric Accts	1,409.25	00156910-547000	
678	PUGET SOUND ENERGY	38199	12/29/2025	Dec 2025 PSE Acct	12/18/2025			December 2025 Gas & Electric Accts	67.99	00157335-547000	
678	PUGET SOUND ENERGY	38199	12/29/2025	Dec 2025 PSE Acct	12/18/2025			December 2025 Gas & Electric Accts	1,280.57	00157680-547000	
678	PUGET SOUND ENERGY	38199	12/29/2025	Dec 2025 PSE Acct	12/18/2025			December 2025 Gas & Electric Accts	3,396.74	40153450-547000	
678	PUGET SOUND ENERGY	38199	12/29/2025	Dec 2025 PSE Acct	12/18/2025			December 2025 Gas & Electric Accts	3,308.95	40253550-547000	
678	PUGET SOUND ENERGY	38199	12/29/2025	Dec 2025 PSE Acct	12/18/2025			December 2025 Gas & Electric Accts	38,920.27	40253585-547000	
678	PUGET SOUND ENERGY	38199	12/29/2025	Dec 2025 PSE Acct	12/18/2025			December 2025 Gas & Electric Accts	2,449.50	40853150-547000	
678	PUGET SOUND ENERGY	38199	12/29/2025	Dec 2025 PSE Acct	12/18/2025			December 2025 Gas & Electric Accts	1,241.92	41053600-547000	
678	PUGET SOUND ENERGY	38199	12/29/2025	Dec 2025 PSE Acct	12/18/2025			December 2025 Gas & Electric Accts	2,645.13	31059476-563315	
								Check 38199 Total	84,305.07		
6651	PYE-BARKER FIRE AND SAFETY, LLC	38200	12/29/2025	7470898	11/21/2025			Alarm Monitoring - Shelter (service call)	102.85	44055432-541000	
6651	PYE-BARKER FIRE AND SAFETY, LLC	38200	12/29/2025	7470898	11/21/2025			Alarm Monitoring - Shelter (service call)	205.71	44055430-541000	
								Check 38200 Total	308.56		

Sumner, WA
Voucher Certification

munis a tyler erp solution

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6595	RAINIER ENVIRONMENTAL LABORATORY.	38201	12/29/2025	6387	12/11/2025			WWTF- Effluent Acute Testing for NPDES	1,700.00	40253585-541027	
								Check 38201 Total	1,700.00		
1199	RH2 ENGINEERING, INC.	38202	12/29/2025	104574	12/11/2025		24076	Task Order W2417 Springs Chlor Upgrades 11/23/25	3,707.37	40159434-564000	W2417-PE- -
1199	RH2 ENGINEERING, INC.	38202	12/29/2025	104575	12/11/2025		25028	W-24-17 Task Order County/Sumner Springs 11/23/25	3,522.43	40159434-564000	W2417-PE- -
1199	RH2 ENGINEERING, INC.	38202	12/29/2025	104615	12/12/2025		20033	CIP 19-10 S Tank Seismic Retrofit 11/23/25	332.23	40159434-563407	01910-CM-Construct-Task1
1199	RH2 ENGINEERING, INC.	38202	12/29/2025	104615	12/12/2025		20033	CIP 19-10 S Tank Seismic Retrofit 11/23/25	332.23	40159434-563424	01910-CM-Construct-Task 2
								Check 38202 Total	7,894.26		
6330	RIVERSIDE FREE WILL BAPTIST CHURCH	38203	12/29/2025	50801	12/28/2025			CIP 13-08 Temporary CN Easement	14,200.00	32059530-563508	01308-ROW-ROW-
								Check 38203 Total	14,200.00		
6733	RUSH COMMERCIAL CONSTRUCTION, INC	38204	12/29/2025	Refund on Lease	12/23/2025			Prorated refund for December 2025	2,150.15	00136200-362501	
6733	RUSH COMMERCIAL CONSTRUCTION, INC	38204	12/29/2025	Refund on Lease	12/23/2025			Prorated refund for December 2025	316.77	651-237109	
								Check 38204 Total	2,466.92		
6217	SCJ ALLIANCE	38205	12/29/2025	83412	12/2/2025		24007	CIP 23-08 Systemic Horiz.Curve PE 11/28/25	233.48	32059530-563521	02308-PE- -
								Check 38205 Total	233.48		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
4847	SCORE	38206	12/29/2025	9078	12/10/2025		23037	November 2025 Jail Services and Prisoner Med	3,918.85	00152360-551003	
								Check 38206 Total	3,918.85		
776	SEATTLE PUMP	38207	12/29/2025	016833	12/8/2025			Ripsaw rebuild kits | Fleet	431.79	55054830-531000	
								Check 38207 Total	431.79		
787	SENTINEL PEST CONTROL	38208	12/29/2025	342976	12/10/2025			Sr Center Ants	136.57	00156910-541000	
787	SENTINEL PEST CONTROL	38208	12/29/2025	342986	12/10/2025			CH Ants	114.36	00151830-541000	
								Check 38208 Total	250.93		
806	SIR SPEEDY	38209	12/29/2025	150580	12/15/2025			Recognition Plaque - Kathy Hayden	122.64	00151310-531000	
806	SIR SPEEDY	38209	12/29/2025	150693	12/15/2025			Council Recognition Plaque	101.84	00151160-531000	
								Check 38209 Total	224.48		
3992	SITEONE LANDSCAPE SUPPLY LLC	38210	12/29/2025	161393488-001	12/16/2025			Shovels	86.05	00157680-535000	
								Check 38210 Total	86.05		
4763	SMART CHOICE TIRES	38211	12/29/2025	1133968	12/10/2025			21-024 Alignment | Fleet	164.24	55054830-548000	
4763	SMART CHOICE TIRES	38211	12/29/2025	1133988	12/11/2025			40-101 Tire repair | Fleet	16.43	55054830-548000	
4763	SMART CHOICE TIRES	38211	12/29/2025	1134079	12/18/2025			E-103 rear tires installed | Fleet	2,189.89	55054830-548000	
								Check 38211 Total	2,370.56		
816	SNIDER & SON INC	38212	12/29/2025	0563394-IN	12/19/2025			WWTF- Bulk fuel for Lift Station Generators/Pumps	397.53	40253550-532005	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
816	SNIDER & SON INC	38212	12/29/2025	0563434-IN	12/19/2025			WWTF - Bulk fuel for Lift Station Generators/Pump	404.78	40253550-531008	
816	SNIDER & SON INC	38212	12/29/2025	0563442-IN	12/19/2025			WWTF - Bulk Diesel - Lift Station Generators/Pumps	152.86	40253550-532005	
816	SNIDER & SON INC	38212	12/29/2025	0563766-IN	12/15/2025			P.W. bulk fuel | Fleet	829.33	55054830-532000	
								Check 38212 Total	1,784.50		
3950	SWS EQUIPMENT LLC	38213	12/29/2025	P19541TAC	12/5/2025			Sweeper inlet tube | Fleet	3,581.87	55054830-531000	
3950	SWS EQUIPMENT LLC	38213	12/29/2025	P20208TAC	12/16/2025			Sweeper gasket | Fleet	160.89	55054830-531000	
								Check 38213 Total	3,742.76		
3240	SOUND PUBLISHING INC	38214	12/29/2025	ECH1022065	11/5/2025			CUP-2025-0001 notice	44.33	00155850-544000	
3240	SOUND PUBLISHING INC	38214	12/29/2025	ECH1022916	12/9/2025			Ordinance Summaries 2947, 2948 & 2950	68.95	00151425-542000	
3240	SOUND PUBLISHING INC	38214	12/29/2025	ECH1023254	12/9/2025			Ord Summaries - 2944, 2939,2940, 2941, 2942, 2952	152.68	00151425-542000	
								Check 38214 Total	265.96		
2220	STANDARD PARTS CORP	38215	12/29/2025	271325	12/5/2025			Float hitch | Fleet	86.75	55054830-531000	
2220	STANDARD PARTS CORP	38215	12/29/2025	271326	12/5/2025			Hitch mount | Fleet	24.68	55054830-531000	
2220	STANDARD PARTS CORP	38215	12/29/2025	271513	12/9/2025			Trans additive | Fleet	9.45	55054830-531000	
2220	STANDARD PARTS CORP	38215	12/29/2025	271514	12/9/2025			Trans additives | Fleet	37.80	55054830-531000	
2220	STANDARD PARTS CORP	38215	12/29/2025	271558	12/10/2025			Sand bagger battery | Fleet	154.66	55054830-531000	
2220	STANDARD PARTS CORP	38215	12/29/2025	271836	12/15/2025			22-212 plug wires | Fleet	69.04	55054830-531000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
2220	STANDARD PARTS CORP	38215	12/29/2025	271842	12/15/2025			22-212 Ign coils | Fleet	885.29	55054830-531000	
2220	STANDARD PARTS CORP	38215	12/29/2025	271990	12/17/2025			E-103 filters | Fleet	29.51	55054830-531000	
								Check 38215 Total	1,297.18		
3271	STAPLES BUSINESS ADVANTAGE	38216	12/29/2025	6048520909	11/22/2025			Sr Center coffee & creamer supplies	82.18	00156910-531000	
3271	STAPLES BUSINESS ADVANTAGE	38216	12/29/2025	6048520909	11/22/2025			Sr Center coffee & creamer supplies	57.76	00156910-531000	
3271	STAPLES BUSINESS ADVANTAGE	38216	12/29/2025	6048520911	11/22/2025			Toner, white out	127.84	00156910-531000	
3271	STAPLES BUSINESS ADVANTAGE	38216	12/29/2025	6048520913	11/22/2025			Envelopes	21.89	00156910-531000	
3271	STAPLES BUSINESS ADVANTAGE	38216	12/29/2025	6049089839	11/29/2025			1099 Envelopes	30.65	00151420-531000	
3271	STAPLES BUSINESS ADVANTAGE	38216	12/29/2025	6049089841	11/29/2025			8.5x11 Copy Paper	93.05	00151890-531000	
								Check 38216 Total	413.37		
1032	STATE AUDITOR'S OFFICE	38217	12/29/2025	L171983	12/9/2025			Audit#63052, Audit Period:23-24, MCAG #0606; 12/09	28,262.60	00151420-551001	
								Check 38217 Total	28,262.60		
5232	SUMNER MAIN STREET ASSOC	38218	12/29/2025	1458	12/15/2025			Sponsorship- Santa Parade 2025	4,000.00	00157395-541000	
								Check 38218 Total	4,000.00		
5216	SUNSET FORD	38219	12/29/2025	127751 FOW G	12/9/2025			21-024 Exhaust part | Fleet	238.38	55054830-531000	
5216	SUNSET FORD	38219	12/29/2025	127874 FOW G	12/18/2025			33-104 temp sensor | Fleet	40.11	55054830-531000	
								Check 38219 Total	278.49		
882	TEKS SERVICES,INC	38220	12/29/2025	62496	11/25/2025			Pet License Renewal Mailings	79.03	44055430-549005	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
882	TEKS SERVICES,INC	38220	12/29/2025	62496	11/25/2025			Pet License Renewal Mailings	209.42	44055430-542000	
882	TEKS SERVICES,INC	38220	12/29/2025	62604	12/9/2025			December Late Statements	35.77	40153470-541000	
882	TEKS SERVICES,INC	38220	12/29/2025	62604	12/9/2025			December Late Statements	35.77	40253570-541000	
882	TEKS SERVICES,INC	38220	12/29/2025	62604	12/9/2025			December Late Statements	35.77	40853170-541000	
882	TEKS SERVICES,INC	38220	12/29/2025	62604	12/9/2025			December Late Statements	86.34	40153470-542000	
882	TEKS SERVICES,INC	38220	12/29/2025	62604	12/9/2025			December Late Statements	86.33	40253570-542000	
882	TEKS SERVICES,INC	38220	12/29/2025	62604	12/9/2025			December Late Statements	86.33	40853170-542000	
882	TEKS SERVICES,INC	38220	12/29/2025	62619	12/10/2025			November Statements Due in December Version 2	212.59	40153470-541000	
882	TEKS SERVICES,INC	38220	12/29/2025	62619	12/10/2025			November Statements Due in December Version 2	212.58	40253570-541000	
882	TEKS SERVICES,INC	38220	12/29/2025	62619	12/10/2025			November Statements Due in December Version 2	212.58	40853170-541000	
882	TEKS SERVICES,INC	38220	12/29/2025	62619	12/10/2025			November Statements Due in December Version 2	311.90	40153470-542000	
882	TEKS SERVICES,INC	38220	12/29/2025	62619	12/10/2025			November Statements Due in December Version 2	311.91	40253570-542000	
882	TEKS SERVICES,INC	38220	12/29/2025	62619	12/10/2025			November Statements Due in December Version 2	311.91	40853170-542000	

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
								Check 38220 Total	2,228.23		
6423	TERRAPHASE ENGINEERING INC	38221	12/29/2025	30379	12/9/2025		19132	CIP 04-02 Water Rights Pilot Project 11/23/25	4,169.52	40159434-563426	00402-PE-DWAT-
								Check 38221 Total	4,169.52		
5561	TIERRA RIGHT OF WAY SERVICES	38222	12/29/2025	2502022	11/25/2025		19015	CIP 14-10 Right of Way Service 11/22/25	541.40	40859431-563419	01410-ROW-ROW-
								Check 38222 Total	541.40		
923	TRANSPO GROUP INC	38223	12/29/2025	36563	12/18/2025		25078	CIP 24-09 Main St Crossings Design 11/28/25	24,102.50	10359561-563107	02409-PE- -
								Check 38223 Total	24,102.50		
6287	POTELCO INDUSTRIES LTD PARTNERSHIP	38224	12/29/2025	50805	12/29/2025			CIP 13-08 Temporary CN Easement	100,000.00	32059530-563508	01308-ROW-ROW-
								Check 38224 Total	100,000.00		
260	TYLER TECHNOLOGIES INC	38225	12/29/2025	045-546703	11/30/2025			TIME AND ATTENDANCE REMOTE INSTALLATION	1,357.80	55151880-535014	
								Check 38225 Total	1,357.80		
5286	UNITED REFRIGERATION INC	38226	12/29/2025	16134099-00	11/13/2025			Central Well Reznor	2,110.62	40153450-535000	
								Check 38226 Total	2,110.62		
6304	USA BLUEBOOK	38227	12/29/2025	INV00850640	10/8/2025			WWTF-Lab Supplies	1,131.46	40253585-531006	
								Check 38227 Total	1,131.46		
6560	VWR INTERNATIONAL LLC	38228	12/29/2025	8820646490	12/18/2025			WWTF-Lab Supplies	63.97	40253585-531006	
								Check 38228 Total	63.97		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
983	WA ASSN OF SHERIFFS & PD CHIEF	38229	12/29/2025	INV033114	11/30/2025			WASPC Conference DC McCurdy	435.20	00152120-549003	
								Check 38229 Total	435.20		
1030	WA RECREATION & PARK ASSOC	38230	12/29/2025	11525	11/7/2025			2026 Agency Member	875.00	00157680-549004	
								Check 38230 Total	875.00		
1229	WA ST DEPT OF TRANSPORTATION	38231	12/29/2025	RE-313-ATB51215114	12/15/2025		19156	CIP 13-08 LAA - 8230 STPUL-329 Nov 2025	4,394.72	32059530-563508	01308-CN-Construct-
								Check 38231 Total	4,394.72		
1022	WATER MANAGEMENT LABORATORIES	38232	12/29/2025	232992	10/27/2025			Water sampling | OPS	737.00	40153450-541022	
1022	WATER MANAGEMENT LABORATORIES	38232	12/29/2025	233531	11/21/2025			Total coliform water testing | OPS	196.00	40153450-541022	
1022	WATER MANAGEMENT LABORATORIES	38232	12/29/2025	233717	11/25/2025			Decant facility testing | OPS	810.00	40253550-541022	
1022	WATER MANAGEMENT LABORATORIES	38232	12/29/2025	233920	12/2/2025			Total coliform | OPS	252.00	40153450-541022	
1022	WATER MANAGEMENT LABORATORIES	38232	12/29/2025	233995	12/4/2025			Total coliform | OPS	28.00	40153450-541022	
1022	WATER MANAGEMENT LABORATORIES	38232	12/29/2025	234284	12/16/2025			Total coliform water testing | OPS	231.00	40153450-541022	
1022	WATER MANAGEMENT LABORATORIES	38232	12/29/2025	234285	12/16/2025			Testing decant facility | OPS	170.00	40253550-541022	
								Check 38232 Total	2,424.00		

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
3099	WAXIE SANITARY SUPPLY	38233	12/29/2025	83651954	11/20/2025			Animal Shelter Cleaning Supplies	397.15	44055430-531000	
3099	WAXIE SANITARY SUPPLY	38233	12/29/2025	83684200	12/11/2025			Custodial restock, cleaner, spray, gloves, dsnfctn	740.27	00151835-531000	
3099	WAXIE SANITARY SUPPLY	38233	12/29/2025	83686529	12/12/2025			Animal Shelter Cleaning Supplies	146.62	44055430-531000	
								Check 38233 Total	1,284.04		
6708	WESTERN CASCADE CONTAINER LLC	38234	12/29/2025	WCCI25442	12/12/2025	25054		Quote # WCCQ25312 R2 Portable Storage Container	10,020.87	00154230-564030	
								Check 38234 Total	10,020.87		
5369	WILLIAMS SCOTSMAN	38235	12/29/2025	9025189673	12/11/2025	25		Storage container - Parks Temporary	173.01	00157680-545000	
								Check 38235 Total	173.01		
6048	WINDMILL GARDENS LLC	38236	12/29/2025	QU-0083	12/8/2025			City baskets 74 - 2025 (50% down)	6,713.25	00157335-531000	
								Check 38236 Total	6,713.25		
2427	WSBA	38237	12/29/2025	374192026	12/23/2025			2026 Dues for Brad Moericke #37419	488.00	00152120-549004	
								Check 38237 Total	488.00		
								Grand Total	**745,595.12**		

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

DocuSigned by:
Kassandra Raymond
9A3D8E5EBAEC4A5...

Signed

1/9/2026 | 9:41 AM PST

Date

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6550	COMMONSTREET CONSULTING LLC	1132	12/29/2025	2511021	11/30/2025		24062	CIP 14-01 Fryar Ave Trail PS ROW 11/30/25	6,599.06	31059562-563304	01401-ROW-ROW-
								Check 1132 Total	6,599.06		
6593	FORMA CONSTRUCTION COMPANY	1133	12/29/2025	17-13 Pay Est. #10	11/12/2025		25022	CIP 17-13 Ops Facility PH3 Construction PE#10	3,067,926.03	32559481-562001	01713-CN- -
								Check 1133 Total	3,067,926.03		
4731	HOOVER, LANA	1134	12/29/2025	L.Hoover Reimb 12/25	12/9/2025			Per Diem Reimbursement-Special Safety Seminar	256.00	00155860-549003	
								Check 1134 Total	256.00		
369	HOUSELOG, LOREN	1135	12/29/2025	CFEHOUSELOG1225	12/17/2025			Per Diem for Safety Seminar Conference	257.00	00152120-543000	
								Check 1135 Total	257.00		
5756	KBA, INC.	1136	12/29/2025	3010061	12/11/2025		24002	CIP 17-13/24-01 Ops Facility - CMS 11/29/25	114,609.64	32559481-562001	01713-CM- -
								Check 1136 Total	114,609.64		
4844	MCNEILLY, ADRIENNE	1137	12/29/2025	REIMB-122025	12/18/2025			Reimbursement - Holiday Backdrop Wellness Santa	32.03	00151790-531000	
								Check 1137 Total	32.03		
6622	NEELEY CONSTRUCTION COMPANY	1138	12/29/2025	24-10 Pay Est. #8	12/10/2025		25031	CIP 24-10 Hops Alley/Heritage Pk CN PE#8	223,114.50	31059476-563315	02410-CN-CSTRE-
6622	NEELEY CONSTRUCTION COMPANY	1138	12/29/2025	24-10 Pay Est. #8	12/10/2025		25031	CIP 24-10 Hops Alley/Heritage Pk CN PE#8	248,515.94	31059476-563314	02410-CN-Construct-

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
6622	NEELEY CONSTRUCTION COMPANY	1138	12/29/2025	24-10 Pay Est. #8	12/10/2025		25031	CIP 24-10 Hops Alley/Heritage Pk CN PE#8	38,039.34	30259561-563105	02410-CN-Admin-
6622	NEELEY CONSTRUCTION COMPANY	1138	12/29/2025	24-10 Pay Est. #8	12/10/2025		25031	CIP 24-10 Hops Alley/Heritage Pk CN PE#8	39,420.00	40859431-563474	02410-CN-CSTRM-
6622	NEELEY CONSTRUCTION COMPANY	1138	12/29/2025	24-10 Pay Est. #8	12/10/2025		25031	CIP 24-10 Hops Alley/Heritage Pk CN PE#8	23,706.75	40159434-563417	02410-CN-CWAT-
6622	NEELEY CONSTRUCTION COMPANY	1138	12/29/2025	24-10 Pay Est. #8	12/10/2025		25031	CIP 24-10 Hops Alley/Heritage Pk CN PE#8	11,103.30	31059476-563315	02410-CN-Admin-Task1
								Check 1138 Total	583,899.83		
738	RODARTE CONSTRUCTION	1139	12/29/2025	999-2502	12/15/2025			Emergency Sand Haul - Dec 2025 Flooding	25,646.15	40853150-531000	woeoc-EOC-FLOOD-
								Check 1139 Total	25,646.15		
6735	SHANNON, BRAYDEN	1140	12/29/2025	12/23/25 REIMB	6/30/2025			Tuition Reimbursement	922.51	00155850-549003	
								Check 1140 Total	922.51		
413	STEFFENS, JEFF	1141	12/29/2025	Reimburse 12/9/25	12/9/2025			Cyber Security Tapletop Lunch Reimbursement	145.10	55151880-531000	
								Check 1141 Total	145.10		
5922	TCF ARCHITECTURE PLLC	1142	12/29/2025	20251120R	11/30/2025		20032	CIP 17-13/24-01 Ops Facility Design 11/30/25	43,501.72	32559481-562001	01713-PE-Design-
								Check 1142 Total	43,501.72		
5791	WSP USA INC	1143	12/29/2025	40283247	12/5/2025		19145	CIP 14-01 Fryar Ave Trail Design 11/28/25	5,208.72	31059562-563304	01401-PE- -

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5791	WSP USA INC	1143	12/29/2025	40288700	12/15/2025		24096	CIP 13-08 Stewart Rd Bridge CM 11/28/25	97,119.89	32059530-563508	01308-CM-Construct-
								Check 1143 Total	102,328.61		
								Grand Total	**3,946,123.68**		

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

DocuSigned by:
Kassandra Raymond
9A5B5E5EBAEC4A5...
Signed

1/9/2026 | 9:41 AM PST
Date

Sumner, WA
Voucher Certification

Vendor Number	Vendor Name	Check Number	Check Date	Invoice Number	Invoice Date	PO	Contract Number	Line Description	Line Amount	GL Number	Project Ledger
5539	REDQUOTE INC	15488	12/9/2025	HRA FTE 2025 12/5/25	12/5/2025			2025 FSA HRA Police Guild Reimbursements	1,756.66	61551790-529000	
5539	REDQUOTE INC	15488	12/9/2025	HRA FTE 2025 12/5/25	12/5/2025			2025 FSA HRA Police Guild Reimbursements	1,516.78	00151730-521020	
								Check 15488 Total	3,273.44		
5539	REDQUOTE INC	15489	12/16/2025	HRA FTE 202512/12/25	12/12/2025			2025 HRA Med/Rx Co-Ins Reimbursements	140.37	00151730-521020	
5539	REDQUOTE INC	15489	12/16/2025	HRA FTE 202512/12/25	12/12/2025			2025 HRA Med/Rx Co-Ins Reimbursements	4,800.00	61551790-529000	
								Check 15489 Total	4,940.37		
								Grand Total	**8,213.81**		

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

DocuSigned by:
Kassandra Raymond
Signed
9A3D0E6EBAEC4A5...

1/9/2026 | 9:41 AM PST
Date

Page 1 of 1

City of Sumner, WA

Use Tax Report 12/10/2025 to 12/29/2025

VENDOR	DOCUMENT INVOICE ACCOUNT	INVOICE	DESCRIPTION	PAID DATE TO BE PAID	RATE FROM	LINE	TAXABLE AMOUNT	USE TAX
5737	50270 40253585-531018-	0090591210	1.771"Double Seal f	12/29/2025 402-237102-	.050	1	6,651.28	3.33

City of Sumner, WA

munis
a tyler erp solution

Use Tax Account Totals

Account	Amount	Discount Percent	Net Amount
402-237102-	$ 3.33	0.000 %	$ 3.33

** END OF REPORT - Generated by Kasey Monton **

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

DocuSigned by:
Kassandra Raymond
9ABD5E5EBAEC4A5...
Signed

1/9/2026 | 9:41 AM PST
Date

City of Sumner, WA

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 111100 FOR: Voids

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
37588	10/13/2025	VOID	006387 ARAMSCO INC	874.25			
			1 CHECKS CASH ACCOUNT TOTAL	874.25	.00		

Report generated: 12/30/2025 10:07
User: kaseym
Program ID: apchkrcn

City of Sumner, WA

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	874.25	.00

** END OF REPORT - Generated by Kasey Monton **

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

DocuSigned by:

Kassandra Raymond

B4DD5EEBAEC4A5...

Signed

1/9/2026 | 9:41 AM PST

Date

City of Sumner, WA

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 111100 FOR: Voids

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
37936	11/25/2025	VOID	006716 CENTRAL MACHINERY SALES I	13,251.94			
			1 CHECKS CASH ACCOUNT TOTAL	13,251.94	.00		

Report generated: 12/30/2025 10:02
User: kaseym
Program ID: apchkrcn

City of Sumner, WA

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	13,251.94	.00

** END OF REPORT - Generated by Kasey Monton **

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

DocuSigned by:

Kassandra Raymond

8A0DEEDEBAEC4A5...

Signed

1/9/2026 | 9:41 AM PST

Date

City of Sumner, WA

munis
a tyler erp solution

CHECK RECONCILIATION

FOR CASH ACCOUNT: 999 111100 Equity in Pooled Cash

CHECK #	CHK DATE	TYPE	VENDOR	NAME	DOCUMENT	INV DATE	P.O.	NET	
0000038068	12/09/25	CLEAR	000389	IMSA	50332	12/03/25		2,600.75	
					CHECK # 0000038068 TOTAL:			.00	SUM VARIANCE
					*** CASH ACCOUNT TOTAL ***			.00	

** END OF REPORT - Generated by Kasey Monton **

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

DocuSigned by:
Kassandra Raymond
9A5D5E5EBAEC4A5...
Signed

1/9/2026 | 9:41 AM PST
Date

Report generated: 12/30/2025 10:15
User: kaseym
Program ID: apchkrcn

Kasey Monton

From: Laura Hall
Sent: Wednesday, December 10, 2025 1:19 PM
To: Kasey Monton
Cc: Denise Holt; Dori Franich
Subject: Voucher Certification - PPE 12/6

Follow Up Flag: Follow up
Flag Status: Flagged

Here are the details for PPE 12/6:

Payroll and Benefit Checks # 10080 in the amount of $321.60
Payroll and Benefits Electronic Payments 12/12/2025 - 12/25/2025 in the amount of $705,082.58

Laura Hall, CPP | Finance & Payroll Analyst
City of Sumner
1104 Maple Street | Sumner, WA 98390
(253) 299-5547

CITY OF SUMNER WASHINGTON

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sumner, and that I am authorized to authenticate and certify to said claim.

DocuSigned by:
Kassandra Raymond
5A0D5E5EBAEC4A5...
Signed

1/9/2026 | 9:41 AM PST
Date

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: January 20, 2026
AGENDA BILL: 25-909

SUBJECT: Hunt Avenue Reconstruction - Design Consultant Agreement **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: $108,701.00 Within Budget Allocation: Yes

ATTACHMENTS:
1. Psomas, Inc Consultant Agreement

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:
Hunt Avenue between West Main and State Street is in poor condition: lacking sidewalks, outdated utilities, etc. The project will include replacement of the roadway section to current standards including: sidewalks, curb, gutter, on-street parking, replacement of old utilities in the section, and storm drainage, in addition to other work necessary. The City advertised for a design consultant and ten (10) Statements of Qualifications were received on November 25, 2025 for this project. Upon review, Psomas was selected to provide design consulting services for this project. An agreement of $108,701.00 was negotiated to conduct the initial design and data gathering phase. A later amendment will be necessary to move the project to a construction-ready design.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 1/13/2026
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Psomas, in an amount not-to-exceed $108,701.00 for design consultant services on the Hunt Avenue Reconstruction (CIP 25-08), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT
between the CITY OF SUMNER and

Psomas, Inc

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and PSOMAS, INC, organized under the laws of the State of California, located and doing business at 3131 ELLIOTT AVE STE 400 SEATTLE WA 98121-1006 (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the attached scope of work/engagement letter:

See Exhibit A – Hunt Avenue Reconstruction (CIP 25-08). Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

The Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2026.

III. COMPENSATION.

A. The City shall pay the Consultant a fee not to exceed $108,701.00 for the services described in this Contract. <u>This is the maximum amount to be paid under this Contract for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.</u>

B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

IV. INDEPENDENT CONTRACTOR. The Parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Contract.

V. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction; provided, however, that the Consultant may retain copies of records and data for business records purposes. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the Consultant's intentionally damaging, reckless or negligent performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Contract.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, and/or its agents, representatives, or employees.

No Limitation. The Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types described below**:**

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent

contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

Minimum Amounts of Insurance: The Consultant shall maintain the following insurance limits during the entire duration of this Contract:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance**:**

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work hereunder.

IX. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Contract.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

XI. CITY'S RIGHT OF INSPECTION. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XII. PUBLIC RECORDS ACT. The City is required to comply with the Public Records Act, codified in Chapter 42.56 RCW. From time to time, the City will receive requests for public records regarding City business. When a public records request is made regarding work performed or documents created under this Contract, Consultant shall conduct a thorough search of any and all potentially responsive public records created or maintained in the course of completing this Contract, shall provide those documents to the City in a timely manner following the request for search, and shall retain all records in accordance with the retainage schedule as published by the Washington Secretary of State. Following completion of the work pursuant to this contract, Consultant shall provide to the City any and all documents prepared, created or maintained in the course of completing this contract.

XIII. WORK PERFORMED AT THE CONSULTANT'S RISK. The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Notwithstanding, the foregoing, any claims alleging professional negligence are not subject to arbitration and shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to

this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

F. Entire Contract**.** The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Consultant’s business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

I. Ratification. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this contract.

J. Consultant’s Employees – Employment Eligibility Requirements (E-Verify).
The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant’s contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or

any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

K. Debarment. The Consultant must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Consultant or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

L. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), 29 CFR 5.5 shall apply. See Exhibit C, attached, and its provisions which are incorporated as if fully set forth herein.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONSULTANT: By:______________________________ *(signature)* Print Name:________________ Title: ______________________ *(Title)* DATE:___________________________	**CITY OF SUMNER:** By:______________________________ *(signature)* Print Name: Carla S. Bowman Its Mayor *(Title)* DATE:___________________________ By:______________________________ *(signature)* Print Name: Jason Wilson Its City Administrator *(Title)* DATE:___________________________ Approved as to Form: Attest: Approved as to form: _________________ _________________ City Clerk City Attorney DATE:___________ DATE:____________
NOTICES TO BE SENT TO: **Marcus Vassey** Psomas, Inc 3131 ELLIOTT AVE STE 400 SEATTLE WA 98121-1006 253-509-1408 marcus.vassey@psomas.com	**NOTICES TO BE SENT TO:** **CITY OF SUMNER:** Robert Wright, Assistant Engineering Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5708 robertw@sumnerwa.gov

EXHIBIT A

City of Sumner
Hunt Ave Reconstruction
(TIP# - C3)

Psomas – 9SUM010400
Scope of Work
January 2026

INTRODUCTION

A. PROJECT UNDERSTANDING

The following Scope of Work outlines the effort to develop 30% Plans, and Estimate for full width reconstruction of Hunt Ave from W Main Street to State Street and 200 feet of W Main Street at the connection to Hunt Ave. Improvements on Elizabeth Street will include the curb bulb connections to Utility coordination and continuation of design will be scoped after the 30% is complete. Improvements will generally consist of the following:

- Roadway
  - A full depth pavement section will be designed based on geotechnical analysis.
  - Parking lanes with curb bulbs at the intersections of Elizabeth and Hunt Ave, and State Street and Hunt Ave.
  - 4-foot planter strip, and 5-foot sidewalks using City of Sumner standard details, where applicable.
  - Grind and overlay will be provided as feasible at the connections to existing pavement where City Standard dictates.
  - Curb ramps will be designed at the following corners
    - 4 corners at the intersection of Hunt Ave and Elizabeth (NE, NW, SE, SW)
    - 3 corners at the intersection of Hunt Ave and State (NE, NW, SE)

- Utilities
  - Replacement of an existing 6-inch asbestos concrete watermain with a new ductile iron watermain and new water services meeting City of Sumner standards.
  - Replacement of a 12-inch sanitary sewer main with a new PVC sewer main and side sewers meeting City of Sumner standards.
  - New storm system within the project limits.
- No Illumination or Landscaping is expected in this phase of the project.

B. ASSUMPTIONS

The following general assumptions were made to establish a scope and fee estimate for this project. Task specific assumptions are provided in the Scope of Work below:

- The project design is locally funded, there are no federal funds associated with this project.
- Stakeholder or Public facilities are not included in this Scope of Work. The City will be responsible for all public involvement and coordination. Work is limited to coordinating project details with City Communications Director and providing one PDF roll plot for public communication of the project.
- Temporary Construction Easements/Permits, if necessary, will be acquired by the City.

- Curb bulbs and curb ramp configuration will be designed consistent with the scroll plot provided to the City in December of 2025 (see attached Exhibit C).
- All existing sidewalks, driveways, curb, and pavement within the project limits will be removed and replaced except for the White River Trail.
- Roadway lowering up to 1-foot will be reviewed early in the project. The new sidewalk will be designed at approximately the existing sidewalk horizontal and vertical location. A super elevated roadway will be reviewed as needed for a pervious pavement design.
- Pervious paving will be limited to the either the east or west side roadway shoulders.
- The City will be responsible for all permits and fees.
- Sewer design will be per the Department of Ecology Criteria for Sewage Works Design and City of Sumner standards.
- Potable water design will be per City of Sumner standards.
- Neither right of way nor easement acquisition will be required.
- Applicable WSDOT Standard Plans and Sumner Standard Details will be provided in an appendix to the specifications.
- Project-specific Traffic Control Plans will not be developed under this Scope of Work. Contractor will be responsible for developing project-specific traffic control plans.
- Irrigation Plans will not be developed under this Scope of Work.
- Restoration within the proposed planter strips will be sod or seed.
- Restoration of private property will match existing.
- A Stormwater Pollution Prevention Plan (SWPPP) will not be developed under the Scope. The Contractor will develop the project SWPPP.
- City of Sumner is currently using the 2019 Stormwater Management Manual for Western Washington and the project will be held to this edition's requirements.
- Neither stormwater quality nor quantity treatment will be required. A drainage report will not be developed. A stormwater memo will be developed for justification of requirements.
- Field survey will be completed by Psomas staff. Psomas will develop the base map and TIN per Psomas Standards.
- Plans will be developed utilizing AutoCAD® Civil 3D® 2024 using Psomas drafting standards.

C. INFORMATION PROVIDED BY THE CITY

City of Sumner staff will provide the following in aid of design:

- Sanitary sewer pipe inspection videos and reports (if available).
- Side sewer record drawings.
- Existing water service size at addresses (if available).
- Proposed water, sewer, and storm main sizing.
- Existing City utility record drawings or GIS.
- Traffic counts and data for pavement design.
- Submittal reviews, comments and approvals.

EXHIBIT A

SCOPE OF WORK

Task 1 – Project Management

This task covers the effort required to manage the contract and to ensure that the project meets the City's expectations for schedule, budget, and quality of product. Effort included under this task is as follows:

1.1 Psomas will provide continuous project coordination and internal management for the project duration (estimate 4 months).

1.2 Psomas will prepare monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs.

1.3 Psomas will provide a Project Schedule and updates at regular intervals to keep City staff informed of progress and submittal dates.

Products:

- Monthly progress reports.
- Project meeting minutes.
- Project Schedule and up to one update
- Miscellaneous project coordination documentation.

Assumptions:

- All stakeholder / public coordination will be provided by City staff.

Task 2 – Survey & Base Map

This task covers the effort required to provide a base map to be used for design, and includes the following:

2.1 Survey Control: Existing monuments will be located, and horizontal and vertical control will be set.

2.2 Utility Locates: Psomas will utilize a utility locate company to field locate and mark all public and private utilities within the project areas.

2.3 Detailed Topographic Mapping: Conduct topographic survey, picking up key elevations needed for design, surface features, individual trees, utilities marked by the utility locates company, faces of buildings, and other elements as pertinent to the design. Detailed survey will be conducted to a minimum of five feet beyond back of walk or to building face as applicable. Field survey will be conducted as needed to develop 1-foot contours.

The survey limits will be approximately as depicted on Exhibit C.

2.4 Gravity Utilities: Complete DIPs on gravity utilities, including storm and sewer structures within project limits and next downstream structure.

2.5 Right of Way & Lot Lines: Establish right of way lines along the project corridor within the detailed mapping limits. Right of way will be defined using existing street monuments and their relationship to public records.

Lot lines will be based on existing GIS data based, Tax Parcel maps, plat maps, and field survey and will not be adequate for right of way acquisition.

2.6 Develop Base Map: A survey base map file will be compiled in AutoCAD® Civil 3D® 2024 for the basis of design. This file will show the site's existing features listed above. Notes, control, and other observations (prepared for 1"=20' plans) will be included in this file to aid in the design going forward. Contours will be shown at 1-foot contour intervals.

Products:

- Electronic base map showing surface features and including a TIN.

Assumptions:

- Private and public underground utilities will be marked by a private locating firm and City staff and surveyed in the field.
- Right of Entry if required, will be acquired by the City.
- Title reports will not be required.
- Neither right of way nor easement acquisition will be required.
- Temporary Construction Easements/Permits will be acquired by the City if needed.
- Neither property corners nor right of way will be staked in the field.

Task 3 – Preliminary Design (30% Design)

Effort under this task includes the anticipated work necessary to complete the preliminary design for the Hunt Ave Reconstruction Project utilizing the cross section identified in this Scope. The goal of this task is to formalize improvements as shown in the attached exhibit. As part of this effort Psomas shall:

3.1 Prepare 30% plans: The 30% plans are expected to show the following information and will be based on the attached exhibit

- Horizontal alignment of curbs, sidewalks, and planter strips.
- Horizontal alignment new and replaced City-owned utilities.
- Horizontal locations and type of curb ramps.
- Locations of driveway approaches.
- Private utility impacts.
- Impacts to private improvements inside and outside of existing right of way.

It is anticipated that the 30% Design Submittal will include the following sheets:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Key Map & Survey Control	1
Typical Sections and Details	1
Site Preparation and TESC (Plan/Plan) 20 scale	1
Sewer Plan & Profile (Plan/Profile) 20 scale	2
Water Plan & Profile (Plan/Profile) 20 scale	1
Roadway & Stormwater (Plan/ Profile) 20 scale	3
Stormwater Treatment Detail	1
Curb Ramp (Plan) 10 scale	2
TOTAL	**14**

3.2 30% Cost Estimate: Psomas will develop a construction Cost Estimate Based on 30% Design quantities.

3.3 Draft stormwater memorandum: Psomas will develop a draft stormwater memo to define stormwater requirements and briefly describe the stormwater elements planned for the project and their feasibility. Psomas will size either a proprietary treatment device or pervious pavement and include the results in the memo as an attachment.

3.4 30% QA/QC Review: Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the 30% Submittal prior to submittal for City Review.

3.5 30% Design Review Meeting: The purpose of this meeting is to confirm design elements shown in the 30% design plans prior to proceeding with design development.

Products:

- 30% Design Plans (11x17; PDF)
- 30% Construction Cost Estimate (PDF)
- Draft stormwater memorandum
- Internal QA/QC of submittal
- Minutes of Review Meeting

Assumptions:

- Vertical Design of roadway and utilities will not be completed as part of this task, except to confirm tie-in elevations are sufficient and a reduced roadway centerline works.
- Curb ramp elevations will not be completed as part of this task. Curb return information will be limited to horizontal layout.
- Once the design decisions have been made at the 30% design review meeting, changes to these decisions will be considered out of scope work.
- The 30% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1 week before the review meeting. City Comments and redlines obtained during the review meetings will be incorporated to develop the 90% PS&E package.
- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.

Task 4 – Geotechnical Engineering & Pavement Design

Effort under this task includes the anticipated work necessary to perform testing in support of the roadway and utility design:

4.1 Geotechnical Report Assistance: Geotechnical Services will be provided by Sage Geotechnical for utility foundation and trenching design, and recommendations for dewatering. The Proposal from Sage Geotechnical outlining the Scope of Work and Fee estimate is attached for reference. Psomas' effort under this task is limited to reviewing and providing comment on the geotechnical reports and assisting Sage Geotechnical with project figures.

4.2 Pavement Design Assistance: Pavement design will be provided by Sage Geotechnical for the roadway. The Proposal from Sage Geotechnical outlining the Scope of Work and Fee estimate is attached for reference. Psomas' effort under this task is limited to reviewing and providing comments on the pavement design.

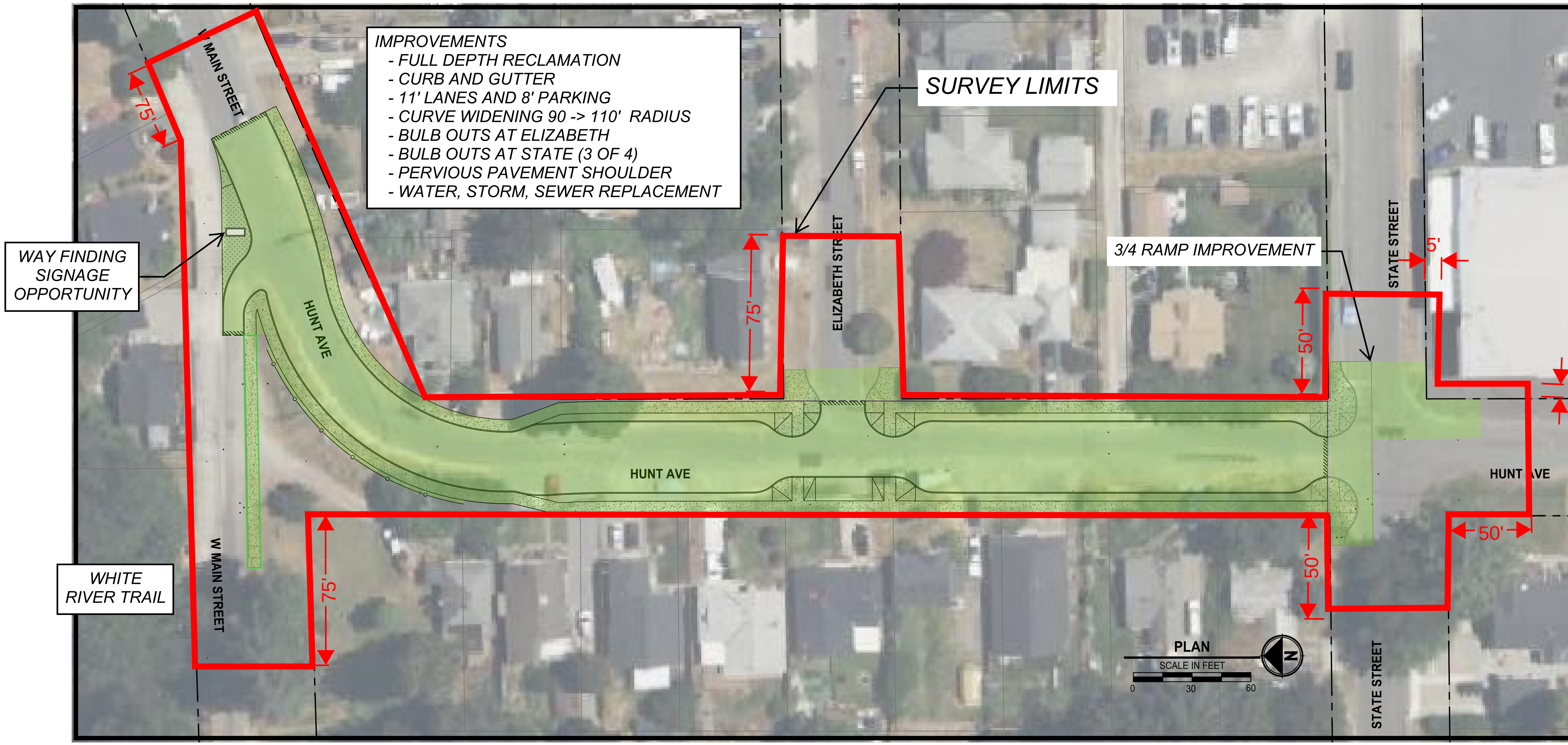
P S O M A S

EXHIBIT B

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Sumner
Project Name: Hunt Ave Reconstruction
Psomas Project Number: 9SUM010400
Date: 1/5/2026

Task No.	Task Description	Labor Hour Estimate										Total Hours and Labor Cost Computions by Task	
		Principal	Senior Engineer II	Design Engineer III	Senior Project Manager Survey	Survey Crew II (W/Equip)	Field Surveyor III	Project Surveyor II	Senior CAD Technician	Senior Admin	Office Admin		
		$318.00	$227.00	$166.00	$275.00	$297.00	$166.00	$189.00	$152.00	$155.00	$121.00	Hours	Totals
Task 1 - Project Management													
1.1	Project Coordination	1	8	3							1	13	$ 2,753.00
1.2	Monthly Progress reports		6	1						2		9	$ 1,838.00
1.3	Project Schedule and updates	1		1								2	$ 484.00
	Task Total	**2**	**14**	**5**	**0**	**0**	**0**	**0**	**0**	**2**	**1**	**24**	**$ 5,075.00**
Task 2													
2.1	Survey Control				1	6		1				8	$ 2,246.00
2.2	Utility Locates							1				1	$ 189.00
2.3	Topographic Mapping				4	24		1				29	$ 8,417.00
2.4	Gravity Dips					8						8	$ 2,376.00
2.5	Right of Way & Lot Lines							8				8	$ 1,512.00
2.6	Develop Basemap						24					24	$ 3,984.00
	Task Total	**0**	**0**	**0**	**5**	**38**	**24**	**11**	**0**	**0**	**0**	**78**	**$ 18,724.00**
Task 3													
3.1	Prepare 30% Plans		20	123					38			181	$ 30,734.00
3.2	Cost Estimate		4	18								22	$ 3,896.00
3.3	Draft Stormwater Memo		12	16								28	$ 5,380.00
3.4	QA/QC	4	12	2								18	$ 4,328.00
3.5	30% Design Review Meeting		2	2								4	$ 786.00
	Task Total	**4**	**50**	**161**	**0**	**0**	**0**	**0**	**38**	**0**	**0**	**253**	**$ 45,124.00**
Task 4													
4.1	Geotechnical Report Assistance		3									3	$ 681.00
4.2	Pavement Design Assistance		3									3	$ 681.00
	Task Total	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**$ 1,362.00**
	Total Labor Hours and Fee	**6**	**70**	**166**	**5**	**38**	**24**	**11**	**38**	**2**	**1**	**361**	**$ 70,285.00**
Subconsultants													
												Sage Geotechnical - Geotechnical	$ 36,416.00
												Private Utility Locates	$ 2,000.00
												Subtotal	$ 38,416.00
												Total Subconsultant Expense	**$ 38,416.00**
												Total Estimated Budget	**$ 108,701.00**


IMPROVEMENTS
- FULL DEPTH RECLAMATION
- CURB AND GUTTER
- 11' LANES AND 8' PARKING
- CURVE WIDENING 90 -> 110' RADIUS
- BULB OUTS AT ELIZABETH
- BULB OUTS AT STATE (3 OF 4)
- PERVIOUS PAVEMENT SHOULDER
- WATER, STORM, SEWER REPLACEMENT
SURVEY LIMITS
WAY FINDING SIGNAGE OPPORTUNITY
WHITE RIVER TRAIL
3/4 RAMP IMPROVEMENT
MAIN STREET
W MAIN STREET
HUNT AVE
HUNT AVE
ELIZABETH STREET
STATE STREET
STATE STREET
75'
75'
75'
50'
50'
50'
5'
5'
PLAN
SCALE IN FEET
0
30
60
N

SAGE
GEOTECHNICAL

December 22, 2025

Transmitted via email to: marcus.vassey@psomas.com

Psomas
2502 Jefferson Ave.
Tacoma, WA 98402

Attn: Mr. Marcus Vassey, PE, Senior Engineer

Re: Revised Proposal for Geotechnical Engineering Services
Hunt Avenue Pavement Reconstruction
Sumner, Washington

Dear Mr. Vassey:

Sage Geotechnical, LLC (Sage), is pleased to submit this proposal for geotechnical engineering services in support of the Hunt Avenue Pavement Reconstruction project in Sumner, Washington. This proposal has been prepared with information provided by Psomas (project civil engineer).

PROJECT UNDERSTANDING

The City of Sumner (City, project owner) proposes to reconstruct an approximately 600-foot (ft)-long segment of pavement along Hunt Avenue, between West Main Street and State Street (site). Sage understands that other improvements will include permeable pavement, stormwater treatment, utilities, and potentially permeable sidewalks. New utilities may be installed as deep as 15 ft below ground surface (bgs).

PROPOSED SCOPE OF SERVICES

Sage's proposed scope of services includes the following tasks:

1. Review readily available geologic and geotechnical data (e.g., geologic maps and depth-to-groundwater data) for the site and the surrounding area.
2. Coordinate the clearance of underground utilities at the proposed exploration locations. Sage will mark the locations in the field and contact the Washington Utilities Coordinating Council's "One Call" locating service. Sage will also hire a private utility-locating service to identify conductible utilities located outside of public easements.
3. Obtain a temporary City right-of-way use permit and submit a traffic control plan for the City's review and approval.
4. Subcontract traffic control services to provide traffic signs, cones, and flagging for drilling activities.

5. Advance three hollow-stem auger borings at the site. One boring will extend 20 ft bgs, the second will extend 5 to 10 ft bgs, and the third will extend 15 ft bgs. Sage will monitor the explorations, collect representative soil samples, and maintain detailed logs of the subsurface soil and groundwater conditions observed. Sage will subcontract the drill rig and operator. Upon completion of fieldwork, drill spoils will be drummed and hauled off site.
6. Install a piezometer in the 20-ft-deep boring. A pressure transducer deployed in the piezometer will be used to record groundwater data. During the 5-month groundwater-monitoring period, Sage will visit the site monthly to download data.
7. Subcontract an excavator, operator, and water truck to complete one pilot infiltration test (PIT) in general accordance with the Washington State Department of Ecology's 2019 *Stormwater Management Manual for Western Washington*.
8. Complete as many as eight index tests (e.g., grain size analyses and Atterberg limits tests) on soil samples obtained from the explorations.
9. Submit two soil samples collected from the explorations to an analytical laboratory for cation exchange capacity and organic content testing.
10. Evaluate feasible shoring and dewatering methods to support utility installation.
11. Provide recommendations for utility foundation support, trench excavation, and backfill placement and compaction.
12. Use traffic loading information provided by Psomas, or assumed traffic loading information, to evaluate pavement reconstruction alternatives. Sage will provide recommendations for a standard-duty pavement section, a heavy-duty section, and pervious pavement sections.
13. Provide a recommended design infiltration rate.
14. Prepare a technical memorandum that summarizes the results of the field investigation and geotechnical analyses. Sage will submit a draft memorandum for the design team's review and comment. Upon receipt, comments will be addressed, and Sage will issue a final memorandum, signed and sealed by the project engineer.
15. Prepare a geotechnical data report for inclusion in bid documents. The data report will include a summary of the field investigation, a description of site subsurface conditions, and the results of Sage's geotechnical laboratory testing.

ASSUMPTIONS

Sage made the following assumptions when preparing this scope of services and cost estimate:

- Fieldwork can be completed during standard business hours (i.e., no nighttime or weekend fieldwork will be required).
- Right-of-way permits will be provided at no cost to Sage.
- Soil, groundwater, and other site media are uncontaminated.
- Boring locations will be patched with quick-set concrete.

- The PIT can be located in the road shoulder; no pavement disturbance will be required.
- Traffic control during drilling will require a shoulder closure and single-lane closure with flagging. Traffic control to complete the PIT will only require a shoulder closure (i.e., no flagging).
- The PIT location will be regraded/leveled upon completion of the infiltration testing. No grass seed or sod will be placed.
- Psomas will provide traffic loading information. If traffic information is not available, Sage will assume traffic loads.
- Sage will subcontract the driller, excavator, and private utility-locating and traffic control services.
- Soil samples will be retained for 30 days following submittal of the final memorandum. After that date, the samples will be disposed of, unless other arrangements are made.
- Piezometer decommissioning is excluded from this scope of services.
- An infiltration receptor characterization and groundwater mounding analysis are excluded. If desired, these services can be provided under a separate scope of services.
- Project deliverables will be submitted electronically in Adobe® PDF format.

COST ESTIMATE

Sage proposes to provide its services on a time-and-materials basis for a not-to-exceed budget of $36,416, as detailed in the attached cost estimate. Sage will not exceed its budget without Psomas' written authorization.

SCHEDULE

Depending on the subcontractors' availability, drilling and the PIT can be completed within 6 weeks of notice to proceed. Sage anticipates that drilling activities and the PIT will each take 1 day to complete. The draft technical memorandum will be issued 3 weeks after the fieldwork has been completed. Sage will submit the final memorandum within 1 week of completing groundwater monitoring. Sage will submit the data report alongside the final memorandum.

AUTHORIZATION

To authorize Sage's services, please prepare a subconsultant agreement consistent with previous agreements between Sage and Psomas.

CLOSING

We appreciate the opportunity to submit this proposal and anticipate its favorable review. If you have questions or comments, please contact the undersigned at annabeli@sagegeotechnical.com.

SAGE GEOTECHNICAL, LLC

Annabel Irwin, PE	Daniel Simpson, PE
Senior Engineer	Principal

AMI/DCS
[HTTPS://SAGEGEOTECHNICAL.SHAREPOINT.COM/SITES/SAGEGEOTECHNICAL/SHARED DOCUMENTS/PROPOSALS/CITY OF SUMNER/2025-10_HUNT AVENUE RECONSTRUCTION/HUNT AVE PAVEMENT REPLACEMENT REVISED PROPOSAL FOR GEOTECHNICAL SERVICES 12.22.2025.DOCX]

Attachment: Budget Breakdown

Table 1
Budget Breakdown
Hunt Avenue Pavement Reconstruction
Sumner, Washington

Scope Items	Principal	Senior Engineer	Technician	Project Coordinator	Totals	Total Labor Costs
Geotechnical Engineering						
Project Management and Administration		8		4	12	$2,200
Fieldwork (Drilling, Pilot Infiltration Test, Groundwater Monitoring)		10	42		52	$6,940
Geotechnical Analysis	4	15			19	$3,750
Draft and Final Memoranda, Data Report	2	20	4	5	31	$5,580
Total Task	**6**	**53**	**46**	**9**	**114**	**$18,470**
Rate by Position	$225.00	$190.00	$120.00	$170.00		
Total - Labor Cost	$1,350	$10,070	$5,520	$1,530	**$18,470**	
DIRECT COSTS*						
Driller					$6,384	
Private Utility Locator					$560	
Excavator, Water Truck					$5,600	
Traffic Control Services (Drilling)					$1,344	
Traffic Control Equipment (Pilot Infiltration Test)					$100	
Pressure Transducer Rental					$750	
Geotechnical Laboratory Testing					$3,120	
Cation Exchange Capacity and Organic Content Testing					$88	
Total - Direct Costs					**$17,946**	
Total					**$36,416**	

*Note: Subcontractor costs include a 12 percent markup.

EXHIBIT B
CITY OF SUMNER

CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30
"E-VERIFY"

As the person duly authorized to enter into such commitment for

____,
Psomas, Inc

I hereby certify that the Company or Organization named herein will

(check one box below)

☐ Be in compliance with all of the requirements of City of Sumner Municipal Code Chapter 3.30 for the duration of the contract entered into between the City of Sumner and the Company or Organization.

OR

☐ Hire no employees for the term of the contract between the City and the Company or Organization.

____
NAME

____
TITLE

____
DATE

EXHIBIT C

APPENDIX II TO PART 200---CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City of Sumner under federal award(s) are subject to the following provisions, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Pursuant to applicable federal law, federal regulations and/ or a final and binding Presidential Executive Order 11473, all federally funded construction project contractors shall ensure compliance with federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S .C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the following language is hereby incorporated into the contract as if fully set forth therein:

Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the following provisions (29 CFR, Subtitle A Part 5, Subpart A, § 5.5, subsections (a)(1)

– (a)(10)) shall apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis- Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of par ties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S .C. 7401-767lq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-767lq) and the Federal Water Pollution Control Act as amended (33 U.S.C.

1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S .C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to par ties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), " Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C . 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CITY COUNCIL MEETING
DATE: January 20, 2026
AGENDA BILL: 25-919

SUBJECT: Resolution No.1738 - Highway Safety Improvement Program Grant Acceptance - Neighborhood Traffic Calming and Intersection Data Collection

CATEGORY: Consent

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No.1738 - Highway Safety Improvement Program Grant Acceptance - Neighborhood Traffic Calming and Intersection Data Collection

STAFF CONTACT: Thi Le, Engineering Specialist

SUMMARY BACKGROUND:
The City of Sumner was awarded a Highway Safety Improvement Program (HSIP) grant from the Federal Highway Administration to improve roadway safety by identifying, analyzing, and addressing traffic safety issues at several locations throughout the City.

This grant provides $150,000.00 towards completion of the planning phase of the project. The project is eligible for 100% HSIP funding, for all phases authorized prior to April 30, 2027, Acceptance of the grant requires the City to enter into a grant agreement.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 1/13/2026
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion approving the acceptance of $150,000.00 in grant funds from the Federal Highway Administration for use in the Neighborhood Traffic Calming and Intersection Data Collection project (CIP 24-07), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

RESOLUTION NO. 1738
CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING GRANT FROM FEDERAL HIGHWAY ADMINISTRATION (FHWA) THROUGH HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

WHEREAS, the City of Sumner applied for a Highway Safety Improvement Program (HSIP) grant from Federal Highway Administration (FHWA) to complete the planning phase of the Neighborhood Traffic Calming and Intersection Data Collection project; and

WHEREAS, FHWA awarded the City a grant of $150,000 towards the completion of the planning phase of the Neighborhood Traffic Calming and Intersection Data Collection project; and

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

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

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Highway Safety Improvement Program (HSIP) grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

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

ADOPTED AND APPROVED this 20th day of January, 2026.

____
Carla S. Bowman, Mayor

Attest: | Approved as to form:

____________________ | ______________________________
Michelle Converse, CMC, City Clerk | Andrea J. Marquez, City Attorney

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 5, 2025

Mr. Michael Kosa, PE
Public Works Director
City of Sumner
1104 Maple Street, Suite 260
Sumner, Washington 98390-1447

City of Sumner
Traffic Calming and Intersection Data Collection
HSIP-000S(724)
FUND AUTHORIZATION

Dear Mr. Kosa:

We have received FHWA fund authorization, effective July 31, 2025, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Planning	$150,000	$150,000

As a condition of authorization, you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA11212 between WSDOT and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency. ***Any costs incurred after the Project Agreement End Date shown on the agreement are not eligible for federal reimbursement. In addition, all eligible costs incurred prior to the End Date must be billed within sixty (60) days of the End Date or they are ineligible for federal reimbursement.***

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

Stephanie Tax

Stephanie Tax
Manager, Program Management
Local Programs

ST:cc:ml
Enclosure
cc: John Ho, PE, Olympic Region Local Programs Engineer

Washington State Department of Transportation

Local Agency Agreement

Agency City of Sumner

Address 1104 Maple St, Sumner, WA 98390

ALN 20.205 - Highway Planning and Construction (Assistance Listing Number)
Project Number HSIP-000S(724)
Agreement Number LA11212
For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Neighborhood Traffic Calming and Intersection Data Collection Length 0.00 miles

Termini See Attachment A

Description of Work

Collect data and conduct an intersection and traffic calming study at various locations within City.

Project Agreement End Date December 31, 2030

Advertisement Date

Indirect Cost Rate
☐ Yes ✓ No

Type of Work		Estimate of Funding (1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 100 % Federal Aid Participation Ratio(s) for PE	a. Agency	11,940.00	0.00	11,940.00
	b. Other Consultant	133,060.00	0.00	133,060.00
	c. Other			
	d. State Services	5,000.00	0.00	5,000.00
	e. Total PE Cost Estimate	150,000.00	0.00	150,000.00
Right of Way % Federal Aid Participation Ratio(s) for RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	0.00	0.00	0.00
Construction % Federal Aid Participation Ratio(s) for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	0.00	0.00	0.00
	r. Total Project Cost Estimate	150,000.00	0.00	150,000.00

Agency Official

By Alisa O'Hara-Ayala

Title City Engineer

Agency Date 7/7/2025

Washington State Department of Transportation

By Stephanie Tax Digitally signed by Stephanie Tax Date: 2025.07.29 13:40:16 -07'00'

Director, Local Programs

Date Executed

DOT Form 140-039LP Revised 12/2024
• Previous Versions Obsolete •

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

$ at $ per month for months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on , , Resolution/Ordinance No.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The Secretary is notified by the Federal Highway Administration that the project is inactive.

(5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

ATTACHMENT A

Agency:	City of Sumner
Project Title:	Neighborhood Traffic Calming and Intersection Data Collection
Project #:	HSIP-000S(724)
Agreement #:	

Termini:

1. Parker Road E and Meade McCumber Road E
2. Parker Road E and Washington Street
3. Cherry Avenue and Thompson Street
4. North Street and Ryan Avenue
5. Washington Street and Sumner Avenue
6. McMillan Avenue and Washington Street, Everett Street (2 intersections)
7. Bonney Avenue and Washington Street, Everett Street (2 intersections)
8. Additional locations may be included as identified as part of the study

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: January 20, 2026
AGENDA BILL: 25-920

SUBJECT: Resolution No.1739 - Highway Safety Improvement Program Grant Acceptance - Roadway Curve Warning and Delineation

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No.1739 - Highway Safety Improvement Program Grant Acceptance - Roadway Curve Warning and Delineation

STAFF CONTACT: Thi Le, Engineering Specialist

SUMMARY BACKGROUND:

The City of Sumner was awarded a Highway Safety Improvement Program (HSIP) grant from the Federal Highway Administration (FHWA) to improve roadway safety by evaluating traffic conditions, identifying safety concerns, and recommending targeted improvements along 60th St E (west of Sumner-Tapps Highway E) and 160th St E at Elm St E.

This grant provides $457,000.00 towards completion of all phases of the project. The project is eligible for 100% HSIP funding, for all phases authorized prior to April 30, 2027. Acceptance of the grant requires the City to enter into a grant agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 1/13/2026
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of $457,000.00 in grant funds from the Federal Highway Administration (FHWA) for use in the Roadway Curve Warning and Delineation project (CIP 24-08), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

RESOLUTION NO. 1739
CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING GRANT FROM FEDERAL HIGHWAY ADMINISTRATION (FHWA) THROUGH HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

WHEREAS, the City of Sumner applied for a Highway Safety Improvement Program (HSIP) grant from Federal Highway Administration (FHWA) to complete the design and construction of the Roadway Curve Warning and Delineation project; and

WHEREAS, FHWA awarded the City a grant of $457,000 towards the completion of the Roadway Curve Warning and Delineation project; and

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

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

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Highway Safety Improvement Program (HSIP) grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

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

ADOPTED AND APPROVED this 20th day of January, 2026 .

____
Carla S. Bowman, Mayor

Attest:

Approved as to form:

____
Michelle Converse, CMC, City Clerk

____
Andrea J. Marquez, City Attorney

Washington State Department of Transportation

Local Programs
310 Maple Park Avenue S.E.
P.O. Box 47390
Olympia WA 98504-7390
360-705-7370
www.wsdot.wa.gov

October 8, 2024

Mr. Michael Kosa, PE
Public Works Director
City of Sumner
1104 Maple Street, Suite 260
Sumner, WA 98390-1447

RE: Roadway Curve Warning and Delineation
2024 City Safety Program
Federal Funding

Dear Mr. Kosa:

WSDOT is pleased to advise you that the above-mentioned safety project was selected to receive funding through FHWA's Highway Safety Improvement Program (HSIP). The federal funding is limited as shown below:

Roadway Curve Warning and Delineation **$457,000**

Scope: See attached project summary.

NOTE: The project is eligible for 100% HSIP funding, for all phases authorized prior to April 30, 2027. If any phase is not obligated by this date, remaining funding may be rescinded, and the agency will need to re-compete for funding or construct the project with local funds. Scope and funding modifications require prior approval from WSDOT HQ Local Programs.

In order to meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed authorization information, including: (http://www.wsdot.wa.gov/localprograms/)
  - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
  - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
  - ✓ Funding and billing forms;
  - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Sumner** and your password is **Sumne723**. The password is case sensitive.

- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For questions or assistance, please contact your Region Local Programs Engineer, John Ho at 564.669.1018 or John.Ho@wsdot.wa.gov.

Sincerely,

Jay Drye, PE
Director
Local Programs

Attachment

JD:me:cdm

cc: Kelly McGourty, Transportation Director, PSRC
John Ho, PE, Olympic Region Local Programs Engineer
Ed Spilker, City Safety and Traffic Programs Manager

Project Summary

Program: 2024 City Safety Program
Date: September 2024
Agency: City of Sumner

Project Title: Roadway Curve Warning and Delineation

Project Description: Install signing and striping improvements, raised median, and speed feedback signs.

Detailed Project Description: Install profiled edge striping, high visibility curve warning signs with advisory speeds and chevron signage, signing with perimeter LEDs as needed, radar speed feedback signs, and raised curbs within existing medians or two-way left turn lanes.

Locations:

1. 60th St E west of Sumner-Tapps Highway E
2. 160th St E at Elm St E

Project Schedule (Estimated)

Project added to the STIP	1/25
Project agreement signed with WSDOT Local Programs	2/25
Begin PE (phase authorized by FHWA through WSDOT)	2/26
Community/stakeholder engagement complete	11/26
Environmental documents approved by WSDOT	3/27
Begin right-of-way (phase authorized by FHWA through WSDOT)	N/A
Right-of-Way completed (certification by FHWA through WSDOT)	N/A
Contract advertised	4/27
Contract awarded	5/27
Construction complete	10/27

Project Cost and Award Amount

Phase	Total Cost	Local Match	Amount Awarded
Preliminary Engineering	$143,000	$0	$143,000
Right-of-Way	$0	$0	$0
Construction	$314,000	$0	$314,000
Total	**$457,000**	**$0**	**$457,000**

If you agree to the project summary described above, please sign or electronically sign below and return to Ed Spilker at Ed.Spilker@wsdot.wa.gov.

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): MICHAEL KOSA

Approving Authority Signature: ______________ **Date:** 9-24-24

Page 1 of 1

Washington State Department of Transportation

Local Agency Agreement

Agency City of Sumner

Address 1104 Maple St, Sumner, WA 98390

ALN 20.205 - Highway Planning and Construction
(Assistance Listing Number)

Project Number HSIP-000S(722)

Agreement Number LA 11202

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Roadway Curve Warning and Delineation

Length 0 miles

Termini See Attachment A

Description of Work

Install profiled edge striping, high visibility curve warning signs with advisory speeds and chevron signage, signing with perimeter LEDs as needed, radar speed feedback signs, and raised curbs within existing medians or two-way left turn lanes, with specific curve treatments based on an engineering study.

Project Agreement End Date December 31, 2030

Advertisement Date

Indirect Cost Rate
☐ Yes ✓ No

Type of Work		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	11,324.00	0.00	11,324.00
100 %	b. Other Consultant	126,676.00		126,676.00
Federal Aid	c. Other			
Participation	d. State Services	5,000.00		5,000.00
Ratio(s) for PE	e. Total PE Cost Estimate	143,000.00	0.00	143,000.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio(s) for RW	j. Total R/W Cost Estimate	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
	m. Other			
Federal Aid	n. Other			
Participation	o. Agency			
Ratio(s) for CN	p. State Services			
	q. Total CN Cost Estimate	0.00	0.00	0.00
	r. Total Project Cost Estimate	143,000.00	0.00	143,000.00

Agency Official

By Lisa Oster Ayala

Title City Engineer

Agency Date 7/7/2025

Washington State Department of Transportation

By Stephanie Tax

Digitally signed by Stephanie Tax
Date: 2025.07.23 14:45:17 -07'00'

Director, Local Programs

Date Executed

DOT Form 140-039LP Revised 12/2024
• Previous Versions Obsolete •

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

$ at $ per month for months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on , , Resolution/Ordinance No.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The Secretary is notified by the Federal Highway Administration that the project is inactive.

(5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

ATTACHMENT A

Agency:	City of Sumner
Project Title:	Roadway Curve Warning and Delineation
Project #:	HSIP-000S(722)
Agreement #:	

Termini

1. 60^{th} St E west of Sumner Tapps highway E
2. 160 St E at Elm St E

CITY COUNCIL MEETING
DATE: January 20, 2026
AGENDA BILL: 25-935

SUBJECT: Stewart Road Bridge Temporary Construction Easement Extension - Manke Lumber

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: $31,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Temporary Construction Easement - Manke

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Stewart Road corridor provides an important transportation link between West Valley Highway, East Valley Highway, and SR 167 from Auburn, Pacific, Bonney Lake, Pierce County, and Sumner. The existing bridge over the White River is considered "functionally obsolete" and is operating at overcapacity due to the increasing traffic volumes using this corridor. Replacing this bridge is vital to providing the transportation infrastructure for the development of the Sumner/Pacific Manufacturing Industrial Area.

To complete the project, the City needs to extend the temporary construction easement on the property owned by Manke Lumber. This property is directly south of Butte Avenue at the Manke Lumber manufacturing facility. Manke Lumber is willingly conveying the necessary property to the City for the project, for an agreed-upon extension price of $31,000.00. This project is grant funded and this acquisition was negotiated with the assistance of the City's consultant, Tierra-ROW in accordance with all applicable laws.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 1/13/2026
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion approve the extension of a temporary construction easement from Manke Lumber for the Stewart Road Bridge Replacement Project, for a total purchase price of $31,000.00, authorizing the Mayor to execute any and all documents necessary to effectuate the purchase and ratifying and confirming any and all prior acts consistent with this approval.

Excise Tax Exempt
Pierce County, WA
12/29/2025 4:29 PM
Electronically Submitted
LPATTER

202512290390
Electronically Recorded
Pierce County, WA LPATTER
12/29/2025 4:29 PM
Pages: 4 Fee: $306.50

After recording return document to:

City of Sumner
Attention: Michael Kosa
Public Works Department
1104 Maple Street, Suite 260
Sumner, WA 98390

Document Title: Temporary Easement
Reference Number of Related Document: Recording number 202304250426
Grantor: Manke Lumber Company, Inc.
Grantee: City of Sumner, a municipal corporation
Legal Description: Ptn: of: Lots 1-7, Block 60, C.D. Hillman's Pacific City Division Number 4, Book 8 of Plats Page 36; Lots 8-10, Block 60, C.D. Hillman's Pacific City Division Number 4, Book 8 of Plats Page 36; Ptn SW ¼ Sec 1, T20N, R4E, W.M.; Ptn Block 60, Plat of C.D. Hillman's Pacific City Division Number 4, Book 8 of Plats Page 36
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 4495400412

TEMPORARY EASEMENT

City of Sumner, Stewart Road Bridge Replacement Project

The Grantor, Manke Lumber Company, Inc. a Washington corporation, for and in consideration of TEN AND NO/100 ($10.00) DOLLARS, and other valuable consideration, conveys and grants unto the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, 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 the temporary construction easement (TCE) is to rebuild the existing block wall and install high visibility fencing at the edge of the project limits, and upon the following described real property situated in Pierce County, Washington.

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

TEMPORARY EASEMENT

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on December 31, 2027, which includes an inactive period of 6 (six) months and an active period of 18 (eighteen) months, hereinafter the "Term."

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

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

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: 12/29, 2025

Manke Lumber Company, Inc., a Washington corporation

By:

Its: President

TEMPORARY EASEMENT

Accepted and Approved

City of Sumner

By: Kathy Hayden
Kathy Hayden
Mayor

Date: 12/29/25, 20

Acknowledgment

STATE OF WASHINGTON)
: ss
County of Pierce)

On this 29 day of December 2025 before me personally appeared Joel Manke to me known to be the (President, Secretary, Treasurer) of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she is) (they are) authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

JULIE ANN PATTERSON
Commission Expires 03-03-2029
NOTARY PUBLIC
License Number 25009222
STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at Olympia

My commission expires 03-03-2029

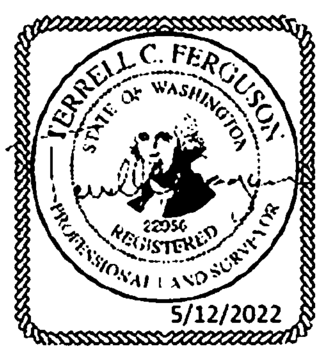
TEMPORARY EASEMENT

Exhibit A

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 4495400412
MANKE TIMBER CO INC
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH 140TH AVE CT E CENTERLINE; THENCE NORTH 88°25'53" WEST ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 680.34 FEET; THENCE SOUTH 01°34'07" WEST A DISTANCE OF 21.40 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE; THENCE SOUTH 05°13'18" WEST, A DISTANCE OF 20.64 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 05°13'18" WEST, ALONG EAST LINE OF PARCEL 4495400412, A DISTANCE OF 25.55 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF STEWART ROAD, A DISTANCE OF 116.32 FEET;
THENCE SOUTH 04°15'51" WEST, A DISTANCE OF 24.15 FEET;
THENCE SOUTH 00°27'10" WEST, A DISTANCE OF 58.37 FEET;
THENCE NORTH 88°26'29" WEST, A DISTANCE OF 107.41 FEET;
THENCE NORTH 01°34'07" EAST A DISTANCE OF 60.00 FEET TO A POINT OF TANGENCY FOR A CURVE;
THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS TO THE LEFT OF 61.00 FEET, THROUGH A CENTRAL ANGLE OF 51°53'53", AN ARC DISTANCE OF 55.25 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF SAID STEWART ROAD SE;
THENCE SOUTH 88°25'53" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 248.71 FEET TO THE TRUE POINT OF BEGINNING.



Grantor's Initials

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: January 20, 2026
AGENDA BILL: 25-936

SUBJECT: Stewart Road Bridge Temporary Construction Easement Extension - Potelco Industries LTD

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: $100,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Temporary Construction Easement - Potelco

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Stewart Road corridor provides an important transportation link between West Valley Highway, East Valley Highway, and SR 167 from Auburn, Pacific, Bonney Lake, Pierce County, and Sumner. The existing bridge over the White River is considered "functionally obsolete" and is operating at overcapacity due to the increasing traffic volumes using this corridor. Replacing this bridge is vital to providing the transportation infrastructure for the development of the Sumner/Pacific Manufacturing Industrial Area.

To complete the project, the City needs to extend the temporary construction easement on the property owned by Potelco Industries LTD. This property is directly northeast of the Stewart Road Bridge. Potelco Industries LTD is willingly conveying the necessary property to the City for the project, for an agreed-upon price of $100,000.00. This project is grant funded and this acquisition was negotiated with the assistance of the City's consultant, Tierra-ROW in accordance with all applicable laws.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 1/13/2026
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to approve the purchase of a temporary construction easement from Potelco Industries LTD for the Stewart Road Bridge Replacement Project, for a total purchase price of $100,000.00, authorizing the Mayor to execute any and all documents necessary to effectuate the purchase and ratifying and confirming any and all prior acts consistent with this approval.

Excise Tax Exempt
Pierce County, WA
12/29/2025 4:27 PM
Electronically Submitted
LPATTER

202512290388
Electronically Recorded
Pierce County, WA LPATTER
12/29/2025 4:27 PM
Pages: 5 Fee: $307.50

After recording return document to:

City of Sumner
Public Works Department
1104 Maple Street, Suite 260
Sumner, WA 98390
Attention: Michael Kosa

Document Title: Temporary Easement
Reference Number of Related Document: Recording number 202302010014
Grantor: Potelco Industries Limited Partnership
Grantee: City of Sumner, a municipal corporation
Legal Description: Ptn of Parcels A and B, City of Sumner Boundary Line Adjustment No. PLN 2012-00017, Recording No. 201208085001
Additional Legal Description is on Pages 4 and 5 of Document.
Assessor's Tax Parcel Number: 0420012019 & 0420012020

TEMPORARY EASEMENT

City of Sumner, Stewart Road Bridge Replacement Project

The Grantor, Potelco Industries Limited Partnership, a Washington Limited Partnership, for and in consideration of TEN AND NO/100 ($10.00) DOLLARS, and other valuable consideration, conveys and grants unto the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, 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 building an access road to excavate and rebuild an existing levee as part of the Stewart Road Bridge Replacement project along, across, and upon the following described real property situated in Pierce County, Washington.

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

TEMPORARY EASEMENT

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on December 31, 2027, which includes a 2 (two) year active period, hereinafter the "Term."

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

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

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: Dec 26, 20 25

Potelco Industries Limited Partnership, a Washington Limited Partnership

By:

Its: Partner

Accepted and Approved

City of Sumner

By: Kathy Hayden
Kathy Hayden
Mayor

Date: 12/29/25, 20

TEMPORARY EASEMENT

Acknowledgment

STATE OF WASHINGTON)
: ss
County of Pierce)

On this 26 day of December 2025 before me personally appeared Gary Tucci known to me to be a General Partner of Potelco Industries Limited Partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and each on oath stated that he/she/they was/were authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

JULIE ANN PATTERSON
Commission Expires 03-03-2029
NOTARY PUBLIC
License Number 25009222
STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at Olympia

My commission expires 03·03·2029

TEMPORARY EASEMENT

EXHIBIT A

LEGAL DESCRIPTION
PARCEL 0420012019
POTELCO INDUSTRIES LTD.
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST ALONG SAID CENTERLINE OF STEWART RD SE, A DISTANCE OF 192.38 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 71.00 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 0420012019 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°25'53" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE AND THE SOUTH PARCEL LINE OF SAID PARCEL 0420012019, A DISTANCE OF 224.00 FEET TO THE WEST LINE OF SAID PARCEL 0420012019;
THENCE NORTH 18°04'57" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 0420012019, A DISTANCE OF 61.54 FEET TO THE NORTH LINE OF SAID PARCEL 0420012019;
THENCE SOUTH 88°25'53" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 99.07 FEET;
THENCE NORTH 16°17'37" EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 88.00 FEET;
THENCE SOUTH 28°59'13" EAST, A DISTANCE OF 167.35 FEET, TO THE TRUE POINT OF BEGINNING.

TERRELL C. FERGUSON
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR
5/12/2022

Grantor's Initials

GT

TEMPORARY EASEMENT

EXHIBIT "B"
FULL LEGAL DESCRIPTION OF GRANTOR'S PARCEL

Parcels A and B of City of Sumner Boundary Line Adjustment No. PLN 2012-00017, recorded under Recording No. 201208085001, records of Pierce County, Washington.

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: January 20, 2026
AGENDA BILL: 25-937

SUBJECT: Stewart Road Bridge Temporary Construction Easement Extension - Riverside Free Will Baptist Church

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: $14,200 Within Budget Allocation: Yes

ATTACHMENTS:

1. Temporary Construction Easement - Riverside Baptist

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Stewart Road corridor provides an important transportation link between West Valley Highway, East Valley Highway, and SR 167 from Auburn, Pacific, Bonney Lake, Pierce County, and Sumner. The existing bridge over the White River is considered "functionally obsolete" and is operating at overcapacity due to the increasing traffic volumes using this corridor. Replacing this bridge is vital to providing the transportation infrastructure for the development of the Sumner/Pacific Manufacturing Industrial Area.

To complete the project, the City needs to extend the temporary construction easement on the property owned by Riverside Free Will Baptist Church. This property is directly southeast of the Stewart Road Bridge. Riverside Free Will Baptist Church is willingly conveying the necessary property to the City for the project, for an agreed-upon price of $14,200.00. This project is grant funded and this acquisition was negotiated with the assistance of the City's consultant, Tierra-ROW in accordance with all applicable laws.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 1/13/2026
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to approve the purchase of a temporary construction easement from Riverside Free Will Baptist Church for the Stewart Road Bridge Replacement Project, for a total purchase price of $14,200.00, authorizing the Mayor to execute any and all documents necessary to effectuate the purchase and ratifying and confirming any and all prior acts consistent with this approval.

Excise Tax Exempt
Pierce County, WA
12/29/2025 4:31 PM
Electronically Submitted
LPATTER

202512290392
Electronically Recorded
Pierce County, WA LPATTER
12/29/2025 4:31 PM
Pages: 7 Fee: $309.50

After recording return document to:

City of Sumner
Attention: Michael Kosa
Public Works Department
1104 Maple Street, Suite 260
Sumner, WA 98390

Document Title: Temporary Easement
Reference Number of Related Document: Recording number 202304260019
Grantor: Riverside Free Will Baptist Church
Grantee: City of Sumner, a municipal corporation
Legal Description: Ptn of NE ¼ of SW ¼ Sec 1, T20N, R4E, W.M.
Additional Legal Description is on Pages 4, 6, 8-9 of Document.
Assessor's Tax Parcel Number: 0420013015, 0420013030, 0420013031

TEMPORARY EASEMENT

City of Sumner, Stewart Road Bridge Replacement Project

The Grantor, Riverside Free Will Baptist Church, a Washington non-profit corporation, for and in consideration of TEN AND NO/100 ($10.00) DOLLARS, and other valuable consideration, conveys and grants unto the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, 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 the temporary construction easement (TCE) is to rebuild the existing block wall and install high visibility fencing at the edge of the project limits, and upon the following described real property situated in Pierce County, Washington.

Said lands being situated in Pierce County, State of Washington, and described in Exhibits A1-A3, B1-B3, attached hereto, and made a part hereof.

TEMPORARY EASEMENT

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on December 31, 2027, which includes a 2 (two) year active period, hereinafter the "Term."

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

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

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: 12/29, 2025

Riverside Free Will Baptist Church, a Washington non-profit corporation

By:

Board Members
Its:

TEMPORARY EASEMENT

Accepted and Approved

City of Sumner

By: Kathy Hayden
Kathy Hayden
Mayor

Date: 12/29/25, 20

Acknowledgment

STATE OF WASHINGTON)
: ss
County of Pierce)

On this 29 day of December 2025 before me personally appeared Pepper Deen, Emory Gearhart Jonathan Nickell to me known to be the Board Members of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL) JULIE ANN PATTERSON Commission Expires 03-03-2029 NOTARY PUBLIC License Number 25009222 STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at Olympia

My commission expires 3-3-2029

TEMPORARY EASEMENT

EXHIBIT A-1

EXHIBIT "A'
LEGAL DESCRIPTION
PARCEL 0420013015
RIVERSIDE FREE WILL BAPTIST CHURCH
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 85.34 FEET; THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 37.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE, SAID POINT BEING A POINT OF TANGENCY AND THE TRUE POINT OF BEGINNING, HAVING A RADIUS OF 52.00 FEET, A CENTRAL ANGLE OF 36°07'44", AN ARC DISTANCE OF 32.79 FEET;
THENCE NORTH 88°25'53" WEST, A DISTANCE OF 74.97 FEET TO A POINT ON THE WEST LINE OF PARCEL 0420013015;
THENCE NORTH 01 °08'34" EAST, ALONG THE SAID WEST LINE, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 88°25'53" EAST, A DISTANCE OF 14.96 FEET;
THENCE NORTH 01°34'07" EAST, A DISTANCE OF 5.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STEWART RD SE;
THENCE SOUTH 88°25'53" EAST, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 29.39 FEET TO THE TRUE POINT OF BEGINNING.

Grantor's Initials

TERRELL C. FERGUSON
STATE OF WASHINGTON
22956
REGISTERED
PROFESSIONAL LAND SURVEYOR
5/12/2022

TEMPORARY EASEMENT

EXHIBIT A-2

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420013030
RIVERSIDE FREE WILL BAPTIST CHURCH
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 129.73 FEET; THENCE SOUTH 01°34'07" WEST A DISTANCE OF 37.00 FEET TO THE NORTHEAST CORNER OF PARCEL 0420013030; THENCE SOUTH 01°08'34" WEST, ALONG THE EAST LINE OF SAID PARCEL 0420013030 A DISTANCE OF 5.00 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 01°08'34" WEST, ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 5.00 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF STEWART ROAD SE A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 0420013030;
THENCE NORTH 01°08'34" EAST ALONG THE WEST LINE OF SAID PARCEL 0420013030, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 88°25'53" EAST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF STEWART RD SE, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

Grantor's Initials

TEMPORARY EASEMENT

EXHIBIT A-3

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420013031
RIVERSIDE FREE WILL BAPTIST CHURCH
TEMPORARY CONSTRUCTION EASEMENT
SHEET 1 OF 2

THAT PORTION OF SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 189.73 FEET; THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 37.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 88°25'53" EAST, A DISTANCE OF 10.04 FEET TO A POINT ON THE EAST LINE OF PARCEL 0420013031;
THENCE SOUTH 01°08'34" WEST, ALONG THE EAST LINE OF SAID PARCEL 0420013031, A DISTANCE OF 5.00 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWARD ROAD SE, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 0420013031;
THENCE NORTH 01°08'34" EAST, ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 0420013031;
THENCE SOUTH 88°25'53" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE, A DISTANCE OF 90.00 FEET TO THE TRUE POINT OF BEGINNING.

Grantor's Initials

TEMPORARY EASEMENT

EXHIBIT A-3 Continued

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420013031
RIVERSIDE FREE WILL BAPTIST CHURCH
TEMPORARY CONSTRUCTION EASEMENT
SHEET 2 OF 2

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE SOUTH 01°08'34" WEST, ALONG THE CENTERLINE OF SAID 140TH AVE CT E, A DISTANCE OF 415.02 FEET TO THE CENTERLINE OF 140TH AVE E; THENCE NORTH 88°25'53" WEST, ALONG SAID CENTERLINE OF 140TH AVE E, A DISTANCE OF 237.40 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID 140TH AVE E AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°25'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 140TH AVE E, A DISTANCE OF 9.97 FEET TO A POINT OF TANGENCY;
THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE OF 140TH AVE E, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 89°34'27", AN ARC DISTANCE OF 51.59 FEET TO A POINT ON THE WEST LINE OF PARCEL 0420013031;
THENCE NORTH 01 °08'34" EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 18.25 FEET;
THENCE SOUTH 38°37'45" EAST, A DISTANCE OF 66.78 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF 140TH AVE E AND THE TRUE POINT OF BEGINNING.

Grantor`s Initials

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: January 20, 2026
AGENDA BILL: 26-17

SUBJECT: Resolution No. 1740 - 2026 Refuse Rates **CATEGORY:** Resolution

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
1. Resolution No. 1740 - 2026 Murrey's Disposal Rate Increase

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:
In 2015, the City of Sumner entered into a 17-year franchise agreement with Murrey's disposal to provide collection, hauling and disposal services for garbage and the collection of recycling throughout the City. As part of that agreement, Murrey's is entitled to an annual rate increase based on two components.

Section 8(a) of the Franchise Agreement allows for an annual CPI adjustment equal to 80% of the local Consumer Price Index for all urban consumers in the Seattle-Tacoma-Bellevue area for the period of October to October of the previous year. Eighty percent of the CPI change for this period is 2.82%.

Section 8(b) of the Franchise Agreement provides for disposal fee adjustments to be made to collection rates for all changes in disposal costs. Pierce County will be increasing the landfill rate from $184.99 per ton to $195.32 per ton effective March 1, 2026.

The Franchise Agreement also allows for Murrey's to request rate adjustments for unforeseen circumstances. During the 2025 legislative session, the State of Washington enacted a 0.35% increase to the Business and Occupation (B&O) tax rate for service-based businesses effective October 1, 2025. Murrey's is proposing a rate adjustment effective March 1, 2026, to account for this tax increase. The monthly impact of the B&O tax increase is as follows:

Residential Customers $0.08-$0.26/month depending on service level
Commercial Customers $0.55-$13.49/month depending on service level

COUNCIL COMMITTEE/STUDY SESSION: Study Session
MEETING/STUDY SESSION DATE: 1/12/2026
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:
Approve Resolution No. 1740 — Establishing the 2026 Refuse Rates.

RESOLUTION NO. 1740
CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, ADOPTING THE 2026 MURREY'S DISPOSAL COMPANY RATE INCREASE.

WHEREAS, the City of Sumner's contract with Murrey's Disposal Company stipulates that the rates will be adjusted each year for both the increase in landfill tipping fees as well as 80% of CPI for refuse and recycling activities; and

WHEREAS, the contract allows for Murrey's to seek an adjustment due to unforeseen costs and Murrey's is requesting an additional increase to offset the Washington State B&O tax on service-based businesses; and

WHEREAS, the City of Sumner provided the public with a 45-day notice of the proposed rate increase.

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

Section 1. That the Sumner City Council adopts the 2026 Murrey's Disposal Company rate increase, attached hereto as Exhibit A and adopted by reference.

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. Upon passage and approval of this Resolution, it shall take effect March 1, 2026.

ADOPTED AND APPROVED this 20th day of January 2026.

____
Mayor Carla S. Bowman

ATTEST:

____
Michelle Converse, City Clerk

APPROVED AS TO FORM:

____
City Attorney Andrea Marquez

Exhibit A					
Residential Cart Service:	**New Rate**	**B&O Tax**	**Total Rate**	**Current Rate**	**Total Increase**
10 Gallon Cart	22.98	0.08	23.06	22.37	0.69
20 Gallon Cart	31.63	0.11	31.74	30.65	1.09
32 Gallon Cart	39.74	0.14	39.88	38.37	1.51
65 Gallon Cart	56.48	0.19	56.67	54.08	2.59
95 Gallon Cart	74.97	0.25	75.22	71.51	3.71
50' maximum walk-in / drive in fee (per cart)	31.61	0.11	31.72	30.91	0.81
Occasional extra	7.57	0.03	7.60	7.26	0.34
Return trip charge	11.06	0.04	11.10	10.82	0.28
Additional recycling cart	9.11	0.03	9.14	8.91	0.23
Recycle Plus	18.00	0.00	18.00	18.00	0.00
Restart Fee	31.22	0.11	31.33	30.53	0.80
Commercial Container Service:					
20 Gallon Cart	31.63	0.11	31.74	30.27	1.47
32 Gallon Cart	39.74	0.14	39.88	37.87	2.01
65 Gallon Cart	56.48	0.19	56.67	53.27	3.40
95 Gallon Cart	74.97	0.25	75.22	70.60	4.62
1 yard once a week	158.46	0.53	158.99	151.84	7.15
1 yard twice a week	316.93	1.06	317.99	303.70	14.29
1.5 yard once a week	221.71	0.74	222.45	211.87	10.58
1.5 yard twice a week	443.04	1.48	444.52	423.40	21.12
1.5 yard three times a week	654.74	2.18	656.92	625.47	31.45
2 yard once a week	287.53	0.96	288.49	274.89	13.60
2 yard twice a week	574.98	1.92	576.90	549.70	27.20
2 yard three times a week	862.53	2.88	865.41	824.60	40.81
2 yard four times a week	1,163.03	3.88	1,166.91	1,112.17	54.74
4 yard once a week	544.18	1.81	545.99	519.52	26.47
4 yard twice a week	1,088.41	3.63	1,092.04	1,039.10	52.94
4 yard three times a week	1,632.54	5.45	1,637.99	1,558.57	79.42
4 yard four times a week	2,246.13	7.50	2,253.63	2,145.97	107.66
4 yard five times a week	2,805.81	9.37	2,815.18	2,680.66	134.52
6 yard once a week	767.80	2.57	770.37	733.39	36.98
6 yard twice a week	1,535.50	5.13	1,540.63	1,466.69	73.94
6 yard three times a week	2,303.34	7.70	2,311.04	2,200.11	110.93
6 yard four times a week	3,085.65	10.31	3,095.96	2,947.69	148.27
6 yard five times a week	3,854.38	12.88	3,867.26	3,682.01	185.25
4 yard compactor once a week	2,229.80	7.40	2,237.20	2,115.41	121.79
4 yard compactor twice a week	4,475.87	11.85	4,487.72	4,243.80	243.92
Connect/Reconnect once a week	84.71	0.29	85.00	82.84	2.16
1 yard extra pickup on regular route	41.96	0.14	42.10	40.20	1.90
1.5 yard extra pickup on regular route	56.88	0.19	57.07	54.37	2.70
2 yard extra pickup on regular route	73.02	0.24	73.26	69.84	3.42
4 yard extra pickup on regular route	132.99	0.44	133.43	127.02	6.41
6 yard extra pickup on regular route	188.46	0.63	189.09	180.15	8.94
4 yard compactor extra pickup on regular route	494.73	1.70	496.43	483.80	12.63
Connect/Reconnect Compactor	17.84	0.06	17.90	17.44	0.46
Loose or bulky material			0.00		
(Minimum charge on regular route)	58.66	0.20	58.86	56.53	2.33
(Minimum charge on specal route)	100.35	0.34	100.69	98.13	2.56
Yard Waste	8.16	0.03	8.19	7.98	0.21
Re-delivery Fee	30.64	0.10	30.74	29.96	0.78
Return trip charge	22.19	0.08	22.27	21.70	0.57
Time Charge	128.63	0.44	129.07	125.70	3.37
Lock/Unlock	6.00	0.02	6.02	5.87	0.15
Return Check	30.64	0.10	30.74	29.96	0.78

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: January 20, 2026
AGENDA BILL: 25-643

SUBJECT: Ordinance No. 2938 - Donation, Naming Rights & Sponsorship **CATEGORY:** Ordinance

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
1. Presentation
2. Ordinance No. 2938 - Donation, Naming Rights & Sponsorship

STAFF CONTACT: Doug Ruth, Deputy City Attorney

SUMMARY BACKGROUND:
The ordinance updates the dollar thresholds for each level of approval authority for both monetary and non-monetary donations offered to the city. The ordinance adds a requirement that conditions accompanying a donation be expressly acknowledged in writing. It clarifies that donating a non-monetary item to the city passes title to the city. Provisions for private sponsorship and granting naming rights for parks, facilities and portions of facilities are added to the code. The ordinance describes the city's obligation to maintain and repair past donated items still in the city's possession. Many of these provisions do not currently exist which would leave the City without guardrails in place to consider or accept certain donations. Finally, the proposed ordinance adopts by reference a city policy for administering donations and naming rights applications that is established by the Mayor and can be amended from time to time as needed.

COUNCIL COMMITTEE/STUDY SESSION: 9/22/25 Study Session/Finance Committee
1/12/2026 Study Session
MEETING/STUDY SESSION DATE: 1/12/2026
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
Motion to adopt Ordinance No. 2938, amending chapter 3.54 regarding the acceptance of donations to the City and adopting new sections related to naming rights, sponsorship, and the maintenance of existing donations.

Accepting Donations

CITY OF SUMNER WASHINGTON

Ordinance 2938 - Legislative Path

- Introduced at the September 22nd Study Session.
- Referred to the Finance Committee (October 9th) for review.
- Considered at the November 3rd City Council Meeting.
- Postponed to a date certain (January 12th) for further discussion.
- Scheduled for consideration on the January 20th Council Meeting.

CITY OF SUMNER WASHINGTON

Purpose of Ordinance

The purpose of this ordinance is to increase guardrails around any future donations to the City of Sumner, ensuring that future donors, staff and council all have clear, uniform expectations for what can be accepted and what cannot.

Staff Recommendations

Use this ordinance to tighten the code, remove ambiguity and eliminate up-front some troublesome opportunities to provide fair, uniform guidelines set from Council, helping staff navigate challenging requests.

1. Establish a process where large donations come with a contract/donor agreement that stipulates terms of recognition and other specific expectations, including timeframe.
2. Establish a process where Council directs staff on donation/naming opportunities up front for large city projects.
3. Review existing donation policy for updates/changes.
4. Clarify that prior donations are the property of the City.

CITY OF SUMNER WASHINGTON

Ordinance

- Changes thresholds to keep up with common donation amounts.
  - Up to $5000 – City Administrator
  - $5000-$50,000 – Finance & Personnel Committee
  - Above $50,000 – Full Council
- Adds stronger language for City to reject a proposed donation.

Naming

- Council retains control of what facilities or spaces can/cannot be named.
- Council can still name any public facility (like changing City Park to Loyalty Park).
- Expectation of major private donors typically includes naming rights/recognition.
- Donation agreement outlines conditions, goes to council for approval.
- Donation policy has further guardrails, setting a universal moral standard with equal access.

CITY OF SUMNER WASHINGTON

Questions?

ORDINANCE NO. 2938
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SECTION 3.54.050, ACCEPTANCE AUTHORITY, AND ADOPTING NEW SECTIONS, 3.54.060, NAMING RIGHTS, AND 3.54.065, EXISTING DONATIONS.

WHEREAS, the City of Sumner has established guidelines, standards, and procedures for the installation and care of donated park improvements, either as a result of a cash or physical property donation;

WHEREAS, the City of Sumner desires to encourage donations while at the same time managing aesthetic impacts and mitigating on-going maintenance costs; and

WHEREAS, the adoption of this ordinance gives guidance related to managing the purchasing of applicable equipment, installation techniques, maintenance and replacement policies, donation acknowledgments, and long-term care and disposal protocols for donations made after the adoption of this policy.

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

Section 1. The following section of SMC 3.54.050, Acceptance Authority, shall be amended as follows:

3.54.050 ACCEPTANCE AUTHORITY

A. Monetary Donations. The ~~c~~City ~~a~~Administrator or designee shall have the authority to accept all monetary donations with a current value less than ~~$1,000~~$5,000. The Finance Committee shall have the authority to accept all monetary donations with a current value greater than ~~$1,000~~$5,000 and less than ~~$5,000~~ $50,000 during a properly noticed regular or special committee meeting. The ~~c~~City ~~c~~Council shall have the authority to accept and approve all monetary donations with a value of $50,000 ~~$5,000~~ or greater by motion or resolution during a properly noticed regular or special council meeting. This ~~provision~~ section shall grant the authority~~, but not the obligation,~~ to accept any monetary donation, devise, or bequeathal~~.~~, but the City reserves the right to reject any monetary donation for any reason, including conditions placed on the donation that are unacceptable to the City. To be binding, all conditions of a donation must be acknowledged in writing by the City at the time of acceptance of the donation. Any item purchased pursuant to a condition of a donation accepted by the City shall be the property of the City immediately upon purchase. Monetary donations shall be subject to the city policy for those types of donations. The donations policy, together with all subsequent revisions, is adopted by reference and a copy of the policy shall be on file with the City Clerk and available for public inspection. If any policy provision conflicts with this ordinance, the policy provision shall control as to administrative and executive matters and the ordinance provision shall control as to policy matters.

B. Nonmonetary Donations. Department directors and the ~~c~~City ~~a~~Administrator may approve in-kind donations supporting budgeted or planned projects, regardless of the value of the nonmonetary donation. The department accepting the donation may be required to detail all related ~~future~~ projected costs and/or obligations associated with the acceptance of the donation and submit the list of expenses to the approving authority with the donation request. The ~~c~~City ~~a~~Administrator may accept all nonmonetary donations of any other kind, regardless of value, including but not limited to equipment and goods, but may reject any nonmonetary donation for any reason. Any donated item accepted by the City shall be the property of the City. Nonmonetary donations for the purpose of park and right-of-way improvements shall be subject to city policy for those types of donations.

C. 1. Referral to City Council; Finality. Notwithstanding the authority granted by this section, the City Administrator or the Finance Committee may refer to the City Council any decision whether to accept a donation that is otherwise within the City Administrator's or Finance Committee's authority to approve. Unless referred to the City Council, a determination by the City Administrator or Finance Committee is final.

2. Fundraising Oversight. For substantial City Capital Improvement Projects that may involve the City approaching prospective donors, the City shall inform and seek feedback regarding its plans for directed fundraising from the Finance Committee prior to pursuing donors.

D. Recognition and Sponsorships. In response to a monetary or nonmonetary donation to support a City program or event, the Mayor may recognize a donor at the event or through the program. Recognition may include the publication of the donor's name on banners or other printed materials made for the event or program. The recognition shall identify the sponsor but will not promote or market any business, service, product, or facility. The Mayor may also execute sponsorship agreements for City special events and programs. The City Administrator shall create appropriate administrative policies and procedures for the acceptance of sponsorships.

Section 2. A new section of Chapter 3.54 SMC, "Naming Rights Donations," shall be added to the Sumner Municipal Code to read as follows:

3.54.060 NAMING RIGHTS DONATIONS

A. Authority. The City may accept monetary or non-monetary donations for the naming rights of City parks, facilities, portions of facilities or associated amenities.

B. Facilities & Parks. Donations made to the City in exchange for naming rights of a City Facility or City Park are at the sole discretion of the City Council. Nothing in this section is intended to limit the Council's authority to select the name of City Parks and Facilities.

C. Naming Other Areas; Recission of Name. Consistent with the monetary thresholds stated in SMC 3.54.050(A), the City Administrator, Finance Committee, and City Council may accept monetary or non-monetary donations for the naming rights of portions of parks or facilities or associated amenities. City Council shall have the sole discretion to rescind all naming rights.

D. Naming Rights Agreements. Any accepted naming rights donation shall be by written agreement containing the terms and conditions applicable to the naming rights donation and approved by the City Council or Mayor, as appropriate. Acceptance by the Mayor or City Council of any naming right donation shall not suggest in any way an endorsement of the donor's goods, services, or proprietary interest.

E. Administrative Policy. The Mayor and City Administrator shall create appropriate administrative policies and procedures to accept donations for the naming of city parks, facilities, portions of facilities or associated amenities. The policy, together with all subsequent revisions, is adopted by reference and a copy shall be on file with the City Clerk and available for public inspection. If any policy provision conflicts with this ordinance, the policy provision shall control as to administrative and executive matters and the ordinance provision shall control as to policy matters.

Section 3. A new section of Chapter 3.54 SMC, "Existing Donations," shall be added to the Sumner Municipal Code to read as follows:

3.54.065 EXISTING DONATIONS

A. For the purpose of this chapter, existing donations are those donations received and/or installed prior to September 1, 2025.

B. Ownership and Maintenance. Existing donations are the property of the City. Consequently, the City has the absolute discretion over maintenance and renovation of donated items and items purchased as a condition of a donation. Existing donations are to be reasonably maintained by the City, if financially feasible, until the City deems removal and/or relocation is necessary. The City is not obligated to repair or replace any vandalized, lost, stolen, damaged or destroyed donations. Upon determining the need for removal or relocation, due to the poor or nuisance condition of the donation or otherwise, the City may destroy or relocate the item in accordance with any terms and conditions accepted by the City at the time of the donation or otherwise in the City's discretion and in accordance with any applicable laws and City policy. The City is not obligated to obtain the prior permission of or to notify the donor.

Section 4. **Implementation**. The mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 5. **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 of 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 6. **Effective date.** This ordinance shall take effect five (5) days from the date of publication in the City's official newspaper.

Section 7. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

Section 8. **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 numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this _____day of ____________

Mayor Carla S. Bowman

ATTEST:

City Clerk Michelle Converse, CMC

APPROVED AS TO FORM:

Andrea Marquez, City Attorney

First Reading:
Date Adopted:
Date of Publication:
Effective Date: