



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.

Join from PC, Mac, iPad, or Android:

<https://sumnerwa-gov.zoom.us/j/84074581654>

Phone one-tap:

+12532050468,,84074581654# US

+12532158782,,84074581654# US (Tacoma)

Webinar ID: 840 7458 1654

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Elfers, Evers, Hochstatter, Kenna, Malcolm 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 from the following: April 13, 2026 Study Session, May 18, 2026 Regular Council Meeting, June 8, 2026, Study Session, June 8, 2026, Special Council meeting, June 22, 2026 Study Session
2. Approval of the check/electronic payments in the amount of [\\$3,652,810.78](#).
3. Hunt Avenue Reconstruction - Design Contract Amendment
4. Resolution No. 1752 - Puyallup River Trail Crossings Planning Study Grant Acceptance
5. Main Street Crossings - Design Contract Amendment
6. AXON Police Technology Contract 2026-2030
7. Resolution 1753- Interlocal Agreement Amending and Restating the Pierce County Tourism Promotion Area
8. Police Radio Replacement Contract

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to attend the meeting via the ZOOM link or by telephone. If you are unable to attend the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 4:00pm on the day of the meeting. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Ordinance 2971 - Early Learning Facilities Transportation Impact Fee Reduction
- b. Ordinance No. 2970 - Cross-Connection Control Program
- c. Ordinance No. 2969 Amending the 2025/2026 Biennial Budget
- d. Ordinance No. 2964 - Zoning Code Text Amendment - Childcare Centers

4. Reports

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

5. Executive Session

6. Adjournment

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

SUBJECT: Approval of the meeting minutes from the following: April 13, 2026 Study Session, May 18, 2026 Regular Council Meeting, June 8, 2026, Study Session, June 8, 2026, Special Council meeting, June 22, 2026 Study Session

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Study Session - April 13, 2026
2. Study Session - June 8, 2026
3. Special Council Meeting - June 8, 2026
4. Regular Council Meeting - May 18, 2026
5. Study Session - June 22, 2026

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:



Staff present: Wilson, Marquez, Windish, Kosa, Johnstone, Steffens, McCurdy and McNeilly

Councilmembers present: Evers, Elfers, Hochstatter, Kenna, Malcolm, Reinke, Wilsey

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

STUDY SESSION BUSINESS

1. Community Partners Fund Reports
Economic & Community Development Director Ryan Windish

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

EXECUTIVE SESSION

The Study Session was adjourned at 6:55pm into Executive Session for the purposes of reviewing the qualifications and performance of an applicant for public employment pursuant to RCW 42.30.110(1)(g) for a period of five minutes. There will be no action to follow. Once all members were present (in the conference room), the session began at 6:58pm. The Executive Session was extended one time at 7:08pm for an additional 10 minutes and ended at 7:18pm.

The regular study session was then reconvened.

ADJOURNMENT

At 7:18pm, Mayor Bowman adjourned the meeting.

Michelle Converse, City Clerk

Attest:

Carla S. Bowman, Mayor



Staff present: Wilson, Marquez, Windish, Steffens, Raymond, Johnstone, Beagle, Baker

Councilmembers present: Evers, Elfers, Hochstatter, Kenna, Malcolm, Reinke, Wilsey

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

STUDY SESSION BUSINESS

1. Development Services Fee
Development Services Director Doug Beagle and Shivani Lal, Project Manager, FCS
2. AWC Conference Voting Delegates
City Administrator Jason Wilson

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

EXECUTIVE SESSION

ADJOURNMENT

At 7:12pm, Mayor Bowman adjourned the meeting.

Michelle Converse, City Clerk

Attest:

Carla S. Bowman, Mayor



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

Staff present: Wilson, Marquez, Windish, Johnstone, Steffens, Raymond, Beagle, Baker and Converse

THE SPECIAL MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR BOWMAN AT 7:15PM.

SPECIAL BUSINESS

1. Association of Washington Cities Conference Voting Delegates.

MOVED BY WILSEY SECONDED BY EVERS TO DESIGNATE DEPUTY MAYOR ELFERS, COUNCILMEMBER REINKE AND DEPUTY CITY ADMINISTRATOR JEFF STEFFENS AS VOTING DELEGATES TO THE JUNE 23-25TH ASSOCIATION OF WASHINGTON CITIES CONFERENCE.

City Administrator Jason Wilson addressed the Council

PASSED BY ROLL CALL VOTE.

1. Adjournment

With no further business before the Council, the Special Council meeting ended at 7:16pm.

ATTEST:

Michelle Converse, CMC, City Clerk

Carla S. Bowman, Mayor



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

Staff present: Wilson, Marquez, Ruth, Windish, Johnstone, Barry, Palmer, Steffens, Beagle, McCurdy, Fessler McNeilly, and Converse

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

CALL TO ORDER

Pledge of Allegiance

Invocation by Chris Lumsden

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

COUNCILMEMBER KENNA WAS ABSENT FROM TONIGHT'S MEETING. MOVED BY REINKE SECONDED BY MALCOLM TO EXCUSE COUNCILMEMBER KENNA FROM TONIGHT'S MEETING.

PASSED BY VOICE VOTE.

CONSENT AGENDA

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

1. Second Amendment to the 2013 YMCA Services Agreement
2. Resolution No. 1751 - Interlocal Agreement with Pierce County Flood Control Zone District
3. Resolution No. 1750 - Stormwater Capacity Grant Acceptance
4. Fryar Ave Trail Project Property Acquisition - Roman 1, LLC
5. Fryar Ave Trail Project Property Acquisition - Liberty Property Development Corp II
6. Fryar Ave Trail Project Property Acquisition - Lewis Landmark, LLC
7. Fryar Ave Trail Project Property Acquisition - Pierce County
8. Valley Avenue Water System Improvements - Construction Contract Award
9. Resolution No. 1749 - WSDOT Updated Right-of-Way Procedures
10. Neighborhood Traffic Calming and Intersection Data Collection - Consultant Contract Award
11. 63rd Street Storm Improvements Project Change Order #2
12. Operations Facility - Puget Sound Energy Gas Easement
13. Heritage Park Remediation - Design Consultant Contract Award
14. Approval of the minutes from the following: April 20, 2026 regular council meeting, April 27th study session, and May 4th and May 11th council budget retreats

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was no Public Hearing tonight.

REGULAR BUSINESS

1. Unfinished Business

a. Ordinance No. 2966 – Vacation of 63rd Street East and a Portion of State Street
MOVED BY EVERS SECONDED BY ELFERS TO APPROVE ORDINANCE NO. 2966 –
VACATION OF 63RD STREET EAST AND A PORTION OF STATE STREET.

Deputy City Attorney Doug Ruth addressed the Council.

Since this item had a Public Hearing on April 20, 2026, there were no comments taken from the public.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

1. Public Comment

Tina Burnett, Sumner.

2. New Business

a. Appointment Sumner Lodging Tax Advisory Committee - Crick
MOVED BY WILSEY SECONDED BY RINKE TO APPROVE THE MAYORAL
APPOINTMENT OF MS. CRICK TO THE SUMNER LODGING TAX ADVISORY
COMMITTEE.

Communications Director Carmen Palmer spoke to the item.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

b. Appointment Forestry, Parks, & Arts Commission - Thomas
MOVED BY HOCHSTATTER SECONDED BY TO APPROVE THE MAYORAL
APPOINTMENT OF MR. THOMAS TO THE FORESTRY, PARKS & ARTS
COMMISSION – THOMAS.

Community Development & Economic Director Ryan Windish addressed the item.

Discussion ensued.

Mr. Thomas spoke to the Council and is very excited to help and serve and looks forward to his contribution to Sumner

PASSED BY ROLL CALL VOTE.

c. Appointment Forestry, Parks, & Arts Commission - Mathews
MOVED BY EVERS SECONDED BY MALCOLM TO APPROVE THE MAYORAL
APPOINTMENT OF MS. MATHEWS TO THE FORESTRY, PARKS & ARTS
COMMISSION – MATHEWS.

Community Development & Economic Director Ryan Windish addressed the item.

Discussion ensued.

Ms. Mathews addressed the Council and is looking forward to a great collaborative effort.

PASSED BY ROLL CALL VOTE.

d. **Heritage Park Phase 3 & 4 Consultant Contract Amendment**

MOVED BY REINKE SECONDED BY ELFERS TO APPROVE HERITAGE PARK PHASE 3 & 4 CONSULTANT CONTRACT AMENDMENT.

Public Works Department Director Michael Kosa spoke about the item.

Discussion ensued.

PASSED 5-1 BY ROLL CALL VOTE, WITH COUNCILMEMBER MALCOLM VOTING NO.

e. **Ordinance No. 2967 – System Development Charges Calculation**

MOVED BY HOCHSTATTER SECONDED BY ELFERS TO APPROVE ORDINANCE NO. 2967 – SYSTEM DEVELOPMENT CHARGES CALCULATION.

Development Services Director Doug Beagle and Development Engineering Manager Joe Fessler addressed the item.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

3. **Reports**

a. **Council**

Councilmember Wilsey congratulated those who had appointments tonight. It was a great weekend downtown. She reminded the Council and the public that Rhubarb Days is coming up and the beginning community events.

Councilmember Malcolm congratulated the commission members. He acknowledged the 46 anniversary of the Mount Saint Helens eruption. With that said, he is grateful that Sumner is prepared by the Lahar Drills. He ended his remarks by announcing he will joining the Sumner Main Street Association Economic Council.

Deputy Mayor Elfers attended two events this past weeks, the Economic Summit for Home Builders and shared key take aways, and he attended the grand openings of Fryar Flats, the developers are a great family who cares about the community. He ended his comments by giving committee reports.

Councilmember Evers requested additional information on traffic impact fees and asked them to be studied at a future meeting. He ended his comments with the updates on Spartan Sports.

Councilmember Reinke will be attending several committee meetings within the next two weeks.

Councilmember Hochstatter congratulated the new commission members. He followed up on his thoughts on the retreat and thanked staff for an informative and transparent discussions/materials.

b. **City Administrator**

Upcoming Policy Issues:

- May 25th – Study Session cancelled due to Memorial Day

- June 1st – Regular Council Meeting
 - Ordinance adopting Sewer Rates for commercial customers outside of City limits
 - 2026 Sidewalk Repair Programs - Construction Contract Award
 - Approval of amended Employment Agreements

c. **Mayor**

Mayor Bowman thanked the staff for all of the hours preparing for the retreats. She provided an update on the various committee meetings she attended this past month, Tacoma Pierce County Economic Development Board and SSHAAP. She participated in National Police Week, her and City Administrator Jason Wilson brought snacks to the police department, she thanked all the employees in the police department; and invited everyone in the community to Chief Moericke’s retirement. The week of May 18th is National Public Works week and she took this opportunity to thank them for their work. She reminded the audience of the upcoming Coffee with Carla at the end of the week. She will be attending the Memorial Day Ceremony on Monday at the Sumner Cemetery.

EXECUTIVE SESSION

There is an Executive Session tonight, for the purpose of reviewing the qualifications and performances of appointed employees, pursuant to RCW 42.30,110 (1)(g) for 20 minutes. There will be no action to follow.

ADJOURNMENT

With no additional regular business before the council, the Mayor adjourned the meeting at 7:14pm into Executive Session, Councilmembers agreed. The Executive Session began at 7:17pm and ended at 7:37pm.

ATTEST:

Michelle Converse, CMC, City Clerk

Carla S. Bowman, Mayor



Staff present: Wilson, Marquez, Windish, O-Haver-Ayala, Johnstone, Steffens, Beagle, Fessler, Houselog, and Baker

Councilmembers present: Evers, Elfers, Hochstatter, Kenna, Malcolm, Wilsey

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

STUDY SESSION BUSINESS

1. Ordinance No. 2964 – Zoning Code Text Amendment – Childcare Centers
Economic & Community Development Director Ryan Windish
2. Traffic Impact Fees – Early Learning Facilities
Development Services Director Doug Beagle

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

EXECUTIVE SESSION

ADJOURNMENT

At 7:03pm, Mayor Bowman adjourned the meeting.

Michelle Converse, City Clerk

Attest:

Carla S. Bowman, Mayor

SUBJECT: Approval of the check/electronic payments in the amount of [\\$3,652,810.78](#).

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Claims Voucher Approvals
-

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: <u>39294</u>	To: <u>39384</u>	<u>\$1,238,295.51</u>
Use Tax (paid to WA State Department of Revenue)	<u>5/29/2026</u>	To: <u>6/3/2026</u>	<u>\$0.30</u>
Voided Check(s)	<u>38855</u>	And: <u>38855</u>	<u>\$(26,900.00)</u>
Voided EFT(s)	<u> </u>	To: <u> </u>	<u> </u>
Voided Wire(s)	<u> </u>	<u> </u>	<u> </u>
AP Electronic (EFTs) Payments:	From: <u>1256</u>	To: <u>1268</u>	<u>\$1,018,872.81</u>
AP Wire(s):	From: <u>15532</u>	To: <u>15536</u>	<u>\$663,471.15</u>
Payroll & Benefits Electronic Payments	From: <u>5/29/2026</u>	To: <u>6/11/2026</u>	<u>\$742,871.01</u>
Payroll & Benefits Checks	From: <u>10092</u>	To: <u>10092</u>	<u>\$16,200.00</u>
		TOTAL	\$3,652,810.78

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.

Kassandra Raymond

City of Sumner Officer

6/4/2026 | 4:13 PM PDT

Date

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

\$3,652,810.78

Signed by:

Andy Elfers

Chair

6/5/2026 | 12:06 PM PDT

Date

Signed by:

Mark Malcolm

Committee Member

Date

6/5/2026 | 8:38 AM PDT

Date

SUBJECT: Hunt Avenue Reconstruction - Design Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: 184,210.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Hunt Avenue Reconstruction - Design Contract Amendment

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 necessary work.

The City entered into a contract with Psomas to provide design services for this project. The original scope of work was to complete the initial layout and data gathering. The initial layout was completed with alternatives for the Hunt Avenue / West Main Intersection. An alternative in the form of a miniature roundabout for the intersection was chosen, so this amendment to the contract is to finalize the roundabout layout and then advance the design to a construction-ready set.

An amendment of \$184,210.00 was negotiated to conduct the final design for a total contract value of \$292,911.00.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/16/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Psomas's Design Services Contract for the Hunt Avenue Reconstruction (CIP 25-08), increasing the contract amount by \$184,210.00 to a total authorized amount not-to-exceed \$292,911.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 1

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Psomas, Inc**

CONTRACT NAME & PROJECT NUMBER: **Hunt Avenue Reconstruction (CIP 25-08)**

ORIGINAL AGREEMENT DATE: **January 22, 2026**

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

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

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

See Exhibit A.

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

Original Contract Sum, <i>including applicable WSST</i>	\$108,701.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$N/A
Current Contract Amount <i>including all previous amendments</i>	\$108,701.00

Current Amendment Sum	\$\$184,210.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$292,911.00

Original Time for Completion (insert date)	12/31/2026
Revised Time for Completion under prior Amendments (insert date)	N/A
Add'l Days Required (±) for this Amendment	N/A calendar days
Revised Time for Completion (insert date)	N/A

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

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

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

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

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

Exhibit A

City of Sumner Hunt Ave Reconstruction (CIP 25-08)

Psomas – 9SUM010400 – Supplement #1 Scope of Work May 2026

Project Understanding

The following Scope of Work outlines the effort to continue effort towards the 30% submittal with the modification and addition of the miniature roundabout at the intersection of Hunt Ave and W Main Street, prepare 90% and final deliverables. 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)
 - Hunt Ave and W Main Street will be designed based on Exhibit D with two ramps a mid block crossing between Elizabeth Street and W Main Street on Hunt Ave and two ramps on W Main Street just east of the roundabout.
- Miniature Roundabout
 - The improvements for the mini roundabout shall be designed per Exhibit D, transmitted to the City at the 10% design level and attached to this scope.
 - There will be no trailhead parking.
 - No additional urban design will be incorporated.
 - Additional stormwater and water will be incorporated based on the project extents, see utilities below.
- 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. Updated extents to incorporate an additional 200 linear feet of water main replacement.
 - Replacement of a 12-inch sanitary sewer main with a new PVC sewer main and side sewers meeting City of Sumner standards. No Change from original 30% design scope.
 - New storm system within the project limits, updated extents from original 30% design to incorporate miniature roundabout design.

Project 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.
- Temporary Construction Easements/Permits, if necessary, will be acquired by the City.
- Curb bulbs at State Street and Elizabeth Street will be designed consistent with the scroll plot provided to the City in December of 2025 (see attached Exhibit C).
- Curb Ramps at the intersection of Hunt Ave and W Main Street will be designed consistent with Exhibit D.
- All existing sidewalks, driveways, curb, and pavement within the project limits will be removed and replaced except for the White River Trail.
- The City will be responsible for all permits and fees.
- Right-of-way and easement acquisition will be provided by the City as needed.
- 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.
- 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. The 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 with trees provided by the City.
- Restoration of private property will match existing.
- 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.
- Stormwater flow control will not be required due to project directly discharging to the White River.
- Due to the miniature roundabout addition, stormwater treatment will be required.
- 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.
- No Illumination design will be provided by Psomas.

Task 1 – Project Management

- 1.4 Psomas will provide continued project coordination, internal management, and contract administration for an additional 7-month period beyond the original 4-month contract duration, extending the total project duration to 11 months. This extension includes preparation of monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs.

- 1.5 Psomas will prepare for and attend coordination and progress meetings with internal staff and City staff at regular intervals during the extension period to discuss key issues and track progress (estimate 7 additional meetings).

Task 2 – Survey and Basemap

- 2.7 Effort under this task includes the anticipated work necessary to supplement the existing base map and add surface features. It is anticipated that additional survey will not require utility locates. Only surface features will be added for tie ins. The extents of additional survey is shown in Exhibit C.

Deliverables:

- Updated electronic basemap and TIN incorporating the new project limits as shown in exhibit E.

Assumptions:

- Next closest structure will be found via visual reconnaissance, no utility locates will be done prior to survey.
- If required, the Right of Entry will be obtained by the City. Right-of-Entry may be required the miniature roundabout for the following parcels 4250000790, 4250000800, 4250000040, 4250000030, 0420243068, 0420243012, 0420243063. The remaining parcels adjacent to the project may need Right-of-Entry for driveways, utility poles and attachments, and utility connections.
- Title reports will be provided by the City as needed.
- Right-of-way and easement acquisition will be provided by the City as needed.
- Temporary Construction Easements/Permits will be acquired by the City if needed.
- No Right-of-way plans will be provided.
- Neither property corners nor Right-of-Way will be staked in the field.

Task 5 – Miniature Roundabout Addition

Effort under this task includes the 10% layout design and estimate for presentation purposes and the addition of the Miniature Roundabout to the 30% Design Submittal.

- 5.1 10% Miniature Roundabout Design and Estimate: Psomas will prepare a layout (11x17) for presentation to City staff and estimate that will compare a miniature roundabout layout to the existing curve layout design.
- 5.2 30% Miniature Roundabout Design and Estimate: Psomas will update the initial conceptual layout of a mini roundabout at the Hunt/W Main intersection. The roundabout layout will be revised based on City comments provided from the 10% Miniature Roundabout Design, and the Consultant will perform design verification testing on the revised layout according to procedures established in FHWA/NCHRP Report 1043. Design elements to be verified include a turning movement analysis (based on design vehicles recommended by the Consultant and approved by the City), and a sight distance analysis. The results of these analyses will be documented for internal records by the City. No formal title blocks or layouts will be used. The exhibits will not be designed to a level of effort suitable for display. This effort will be a supplement to Task 3.1 of the original scope and will include the following additional sheets:

Title	Number
-------	--------

Site Preparation and TESC (Plan/Plan) 20 scale	1
Water Plan & Profile (Plan/Profile) 20 scale	1
Curb Ramp (Plan) 10 Scale	1
Miniature Roundabout (Plan) 10 Scale	1
Total Additional Sheets	4

5.3 Stormwater Memorandum Addition: Psomas will add a surface delineation map and a treatment basin map to the stormwater memorandum. It is assumed the miniature roundabout layout will exceed treatment requirement thresholds and require stormwater treatment per the 2019 Stormwater Management Manual for Western Washington.

5.4 Miniature Roundabout Exhibits: Psomas will prepare Sight Distance Exhibits and Turning Movement Exhibits for internal documentation only.

Deliverables:

- 10% Miniature Roundabout Design and Estimate
- Sight Distance Exhibit
- Turning Movement Exhibit
- Stormwater Memorandum

Assumptions:

- 30% Miniature Design and Estimate will be incorporated into the 30% deliverable set found in the original scope Task 3.1.
- No flow control is assumed due to the direct discharge to the White River.
- Structural retaining walls are not anticipated and not included in this scope of work.
- Psomas will not provide lighting design, but will coordinate with Intolight for lighting in the mini roundabout, lighting coordination will be done per Section 6.2.
- The Consultant will not provide a landscape plant plan for the 30% design.
- No additional parking at the White River trailhead will be designed for the project.
- City staff will review the 10% design-level submittal and provide consolidated comments.
- City staff will review the 30% design-level submittal and provide consolidated comments.
- Due to the roundabout addition, W Main Street will be designed as a one-way roadway heading west.
- Stormwater treatment will be provided via modular wetland or other proprietary device within the Right-of-Way.

Task 6 – Utility Coordination

To avoid project delays and utility conflicts, Psomas will take an active role in coordinating with private utilities which may be affected by the proposed improvements. Effort included under this task is as follows:

- 6.1 Prepare Utility Notification Letters: Psomas will prepare letters requesting utility record information and send in an email to each purveyor. Letters will be sent prior to starting design and just prior to Advertising the project. Effort includes logging utility responses and filing received record drawings.
- 6.2 Utility Coordination: Psomas will submit 30% Plans to private utilities and coordinate with them to determine if there are conflicts. Up to 8 utilities thought to be in conflict will be potholed. Psomas will coordinate with Intolight by providing roadway plans and attending up to three meetings to confirm the roundabout layout. Lighting coordination will be limited to the intersection of Hunt Ave and W Main Street, the remaining portion of Hunt Ave, Elizabeth Street, and W Main Street are not scoped to have lighting improvements.
- 6.3 Basemap Update: Psomas will cross-check franchise utility-provided maps with field survey information and resolve conflicts between utility maps and field conditions.
- 6.4 Utility Pothole Coordination: Psomas will coordinate utility appurtenance potholing, relocation, and/or adjustment as needed to accommodate proposed improvements.

Deliverables:

- Up to six (6) project summary letters with request for records to all 3rd party utility purveyors expected to own facilities within the project.
- Pothole Plans (2 Sheets Plan/Plan)
- Submit 30% Plans to private utilities and coordinate with them to determine if there are conflicts. Utilities thought to be in conflict will be potholed.
- Ongoing coordination and meeting notes from utility coordination meetings.

Assumptions:

- Potholes will be completed by a private firm and each utility provider will be billed directly for potholing efforts related to their systems. Potholes on City-owned utilities will be billed to Psomas and subsequently invoiced to the City. Up to eight (8) potholes will be conducted on City-owned utilities.
- One large utility pole relocation will take place at Hunt Ave and W Main and minor relocations will take place along the Hunt Ave corridor.
- Pothole/Relocation Plans will be redlined 30% Plans and will not be a formal submittal.

Task 7 – 90% Design

This task covers the effort required to prepare 90% Design Submittal Package.

- 7.1 Prepare 90% Design Plans: Incorporate all comments received during the 30% design plan review meeting. It is anticipated that the 90% design submittal will contain the following sheets:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1

Key Map & Survey Control	1
Typical Sections and Details	3
Site Preparation and TESC (Plan/Plan) 20 scale	2
Sewer Plan & Profile (Plan/Profile) 20 scale	2
Water Plan & Profile (Plan/Profile) 20 scale	3
Roadway & Stormwater (Plan/ Profile) 20 scale	4
Miniature Roundabout Grading (Plan) 10 scale	1
Stormwater Crossing Profiles (Profile) 20 scale	1
Landscape Planting Plan (Plan/Plan) 20 scale	2
Stormwater Treatment Details	1
Curb Ramp (Plan) 10 scale	4
Driveway Plan 10 Scale	1
Channelization and Signing Plan (Plan/Plan) 20 scale	2
Existing Conditions & Pothole Plan (Plan/Plan, 20 scale)	2
TOTAL	31

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City and WSDOT standards.
- Typical sections and details shall be provided, except for items available such as standard details from the City, State or APWA drawings which will be included as an appendix in the specifications.
- The Consultant will prepare specifications and submit for review at the 90% stage and submit final specifications with the Bid Documents.
- The Consultant shall calculate quantities and prepare a construction cost estimate with each submittal and the bid documents.
- The Consultant shall field review the project corridor to ensure plans are showing an accurate representation of the proposed improvements.
- No urban design is incorporated in this deliverable.
- Landscaping plans will be limited to tree location and type in the planter strip, no additional landscaping is planned.
- No irrigation design or plans will be provided.
- Psomas will not provide lighting plans and will coordinate with Into Light per Section 6.2.

7.2 90% Project Specifications: Psomas will develop 90% Contract Documents including Bid Proposal, Contract Forms, and Special Provisions. Special Provisions will be based on WSDOT 2026 Standard Specifications.

7.3 90% Cost Estimate: Psomas will develop a construction cost estimate based on the 90% design.

- 7.4 Draft and Final Stormwater Report: Psomas will prepare a Draft Stormwater Report. It is assumed no flow control will be required due to direct discharge to the White River. Psomas will revise the Draft Stormwater Report based on City comment detailing stormwater requirements for the project and submit a Final Stormwater Report with the City comments applied.
- 7.5 Construction SWPPP: Psomas will prepare a project-specific Stormwater Pollution Prevention Plan (SWPPP) in accordance with the Washington State Department of Ecology Construction Stormwater General Permit (CSGP) and the 2019 Stormwater Management Manual for Western Washington (SWMMWW). The SWPPP will be prepared prior to the start of construction and will address all soil-disturbing activities within the project limits.
- 7.6 90% QA/QC Review: Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the 90% Submittal prior to submittal for City Review.
- 7.7 90% Design Review Meeting: The purpose of this meeting is to conduct a working review of the 90% PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the PS&E package to develop Bid Documents.

Deliverables:

- 90% Review Submittal
 - 90% Plans (11x17; PDF)
 - Construction Cost Estimate based on 90% PS&E (PDF)
 - 90% Specifications (PDF and Word)
 - Response to the City's 30% Review Comments
 - Draft and Final Stormwater Report
 - Construction SWPPP (PDF and Word)
 - Internal QA/QC
 - Minutes of Review Meeting

Assumptions:

- The City will not make changes to improvements approved during the 30% design review meeting.
- Project-specific Traffic Control plans will not be provided. Applicable WSDOT Traffic Control standard details will be provided in the Contract Documents as an appendix.
- The Contract Legal, General, and Technical Specifications will be based on the 2026 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- The 90% 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 Final Bid Ready PS&E.
- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.

Task 8 – Final Design

This task covers the effort required to prepare Final Design Submittal Package.

- 8.1 Bid Ready Plans: Psomas will revise the Plans based on comments from the City after the 90% Design Review meeting.
- 8.2 Bid Ready Specifications: The specifications will be revised based on City comments.

- 8.3 Bid Ready Cost Estimate: The Cost Estimate will be revised to reflect changes requested from the 90% Plans and Specifications.
- 8.4 Bid Package QA/QC: Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the Bid Submittal prior to submittal for Bidding.

Deliverables:

- Bid Documents
 - ½ size Plans (PDF)
 - Full size Plans (PDF)
 - Construction Cost Estimate (PDF).
 - Specifications (PDF)
 - Bid Package QA/QC
 - Project CADD as AutoCAD® Civil 3D® 2024 files

Assumptions:

- City will provide bidding services and reproduction of Contract Documents.

Task 9 – Engineering Support During Bidding & Construction

Effort under this task includes the anticipated work to support the City during Bidding and Construction.

- 9.1 Engineering Support During Bidding & Construction: This task includes providing engineering support during bidding and construction as requested by the City PM.

The actual level of support needed during bidding and construction is unknown at this time, and therefore hours have been added to the Fee Estimate to reach an approximate \$5,800 target. Effort beyond this amount will be scoped under a separate contract, or an amendment to this contract, if deemed necessary by the City.

Management Reserve

A Management Reserve has been established for this project to provide flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or reimbursing Psomas for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing, prior to Psomas expending any effort on such services.

Additional Services

It may be necessary for Psomas to provide services in addition to those outlined above as requested and approved by the City. It is assumed that additional services could include tasks such as additional design elements, additional construction engineering support, construction survey, developing Record Drawings, and other work tasks not included in the Scope of Work. At the time these services are required, the Consultant shall provide the City with a detailed Scope of Work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a Notice to Proceed.

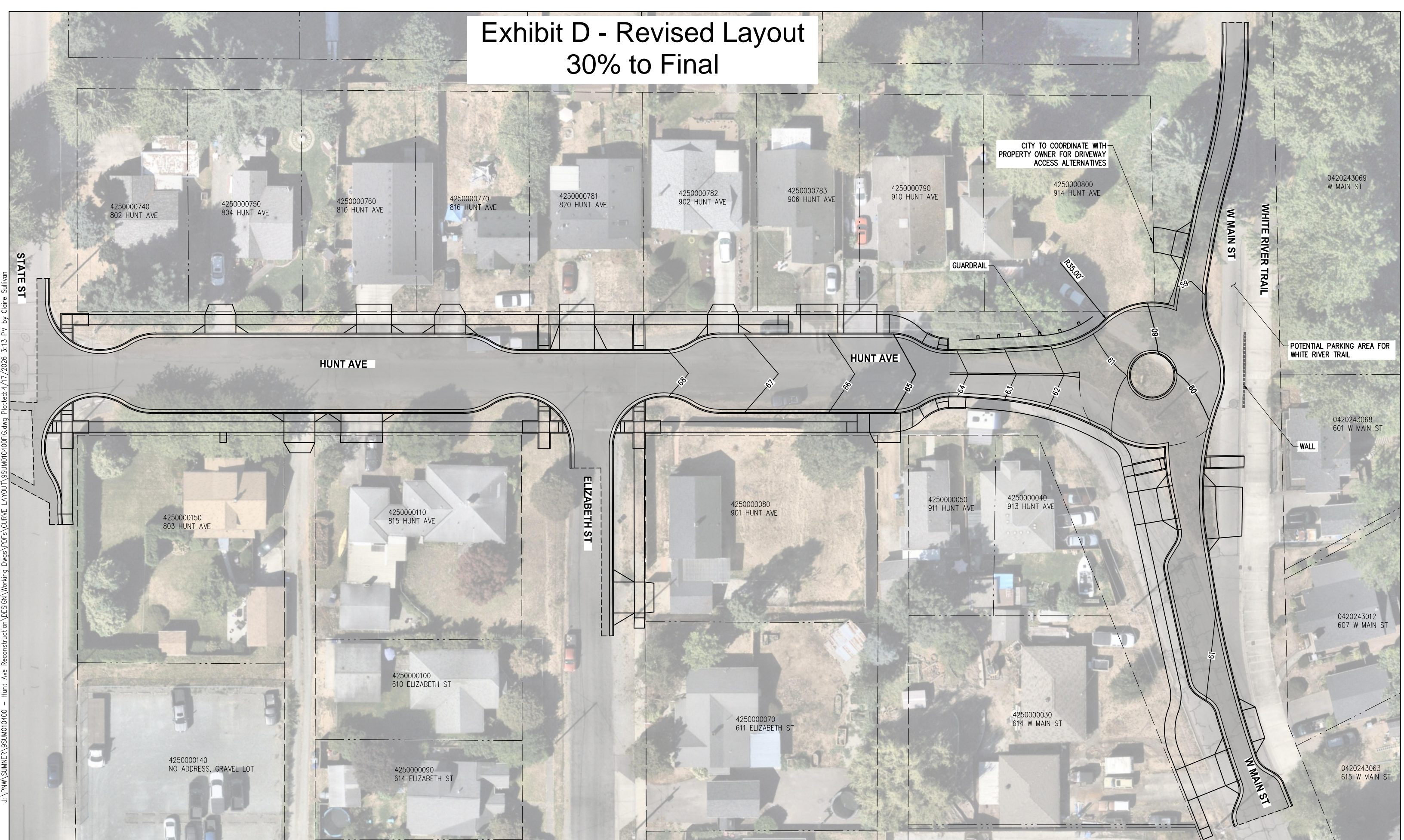
**EXHIBIT B
PRIME CONSULTANT COST COMPUTATIONS**

Client: City of Sumner
Project Name: Hunt Ave Reconstruction (Supplement 1)
Psomas Project Number: 9SUM010400
Date: 5/26/2026

Task No.	Task Description	Labor Hour Estimate											Total Hours and Labor Cost Computations by Task	
		Principal	Senior Engineer II	Design Engineer III	Senior Project Manager Survey	Survey Crew II (W/Equip)	Field Surveyor III	Senior Landscape Architect II	Project Landscape Architect I	Senior CAD Technician	Senior Admin	Office Admin		
		\$318.00	\$227.00	\$166.00	\$275.00	\$297.00	\$166.00	\$220.00	\$171.00	\$152.00	\$155.00	\$121.00	Hours	Totals
Task 1 - Project Management														
1.4	Project Coordination and Monthly Progress Reports	2	26	8							7	2	45	\$ 9,193.00
1.5	Project Schedule and Updates	4	7	7									18	\$ 4,023.00
	Task Total	6	33	15	0	0	0	0	0	0	7	2	63	\$ 13,216.00
Task 2 - Survey and Basemap														
2.7	Additional Survey		4		4	8	8						24	\$ 5,712.00
	Task Total	0	4	0	4	8	8	0	0	0	0	0	24	\$ 5,712.00
Task 5 - Miniature Roundabout Addition														
5.1	10% Miniature Roundabout Design and Estimate		12	60									72	\$ 12,684.00
5.2	30% Miniature Roundabout Design and Estimate		18	28					8				54	\$ 9,950.00
5.3	Stormwater Memorandum Addition		4	8									12	\$ 2,236.00
5.4	Miniature Roundabout Exhibits		16	4									20	\$ 4,296.00
	Task Total	0	50	100	0	0	0	0	8	0	0	0	158	\$ 29,166.00
Task 6 - Utility Coordination														
6.1	Prepare Utility Notification Letters			10									10	\$ 1,660.00
6.2	Utility Coordination with Plans		4	22									26	\$ 4,560.00
6.3	Basemap Update			10					4				14	\$ 2,268.00
6.4	Utility Pothole Coordination		3	16									19	\$ 3,337.00
	Task Total	0	7	58	0	0	0	0	4	0	0	0	69	\$ 11,825.00
Task 7 - 90% Design														
7.1	Prepare 90% Design Plans		22	220			2	8	92				344	\$ 57,306.00
7.2	90% Project Specifications		16	40				2			8		66	\$ 11,582.00
7.3	90% Cost Estimate		4	12				2					18	\$ 3,242.00
7.4	Draft and Final Stormwater Report		20	40									60	\$ 11,180.00
7.5	Construction SWPPP		4	8									12	\$ 2,236.00
7.6	90% QA/QC Review	4	8										12	\$ 3,088.00
7.7	90% Design Review Meeting	1	1	1									3	\$ 711.00
	Task Total	5	75	321	0	0	0	2	12	92	0	8	515	\$ 89,345.00

Task 8 - Final Design														
8.1	Bid Ready Plans		8	32									40	\$ 7,128.00
8.2	Bid Ready Specifications		4	24									28	\$ 4,892.00
8.3	Bid Ready Cost Estimate		2	8									10	\$ 1,782.00
8.4	Bid Package QA/QC	2	4										6	\$ 1,544.00
Task Total		2	18	64	0	0	0	0	0	0	0	0	84	\$ 15,346.00
Task 9 - Engineering Support During Bidding & Construction														
9.1	Engineering Support During Bidding & Construction		8	24									32	\$ 5,800.00
Task Total		0	8	24	0	0	0	0	0	0	0	0	32	\$ 5,800.00
Total Labor Hours and Fee		13	187	558	4	8	8	2	12	104	7	10	913	\$ 164,610.00
Reimbursable Direct Non-Salary Costs														
													Utility Potholing (assumed 8 @ 1200)	\$ 9,600.00
													Total Reimbursable Expense	\$ 9,600.00
													Management Reserve	\$ 10,000.00
													Total Estimated Budget	\$ 184,210.00

Exhibit D - Revised Layout 30% to Final



J:\PNW\SUMNER\95UM010400 - Hunt Ave Reconstruction\DESIGN Working Dwg\PDFs\CURVE LAYOUT\95UM01040001G.dwg Plotted: 4/17/2026 3:13 PM by Claire Sullivan

HUNT AVE TRAFFIC CIRCLE ALTERNATIVE HUNT AVE RECONSTRUCTION PROJECT

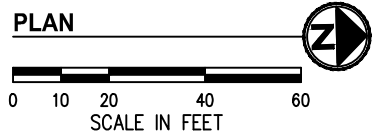
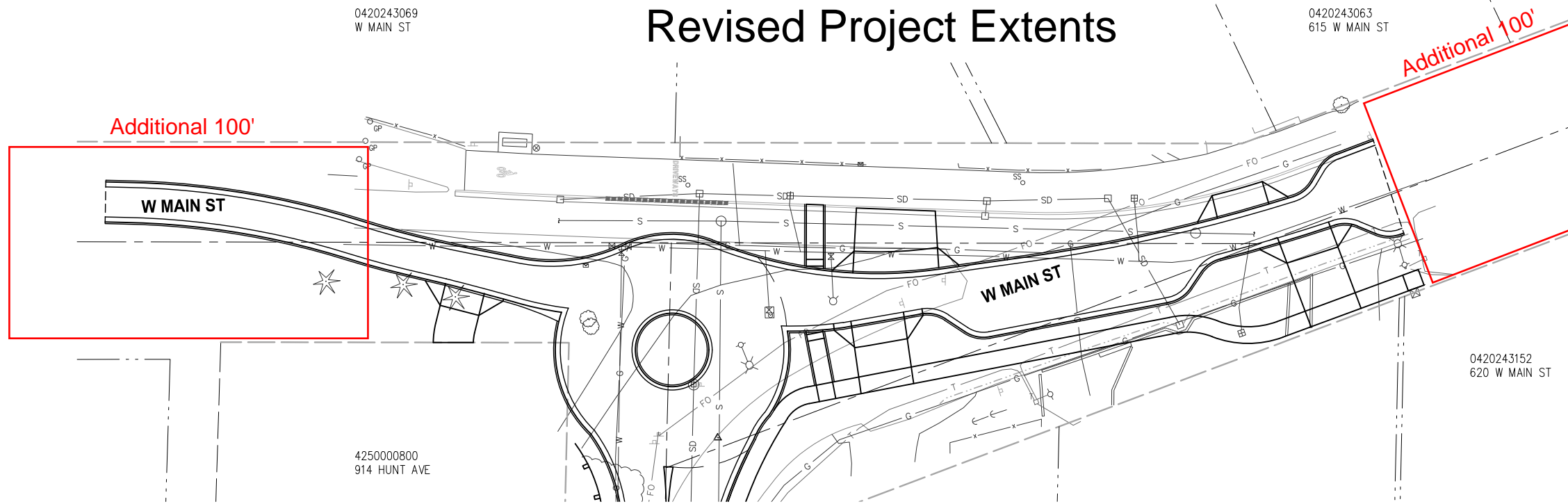


Exhibit E - Additional Survey and Revised Project Extents

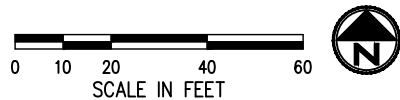


GENERAL NOTES

1. ALL AREAS DISTURBED BUT NOT SPECIFICALLY SHOWN FOR RESTORATION ON THE PLANS SHALL BE RESTORED PER RESTORATION TABLE, SHEET 5.
2. ALL ASPHALT/CONCRETE/RESTORATION LIMITS MAY BE ADJUSTED IN THE FIELD IF APPROVED BY THE ENGINEER TO ACCOMMODATE CONSTRUCTION METHODS OR TO AVOID EXISTING IMPROVEMENTS.
3. PROPOSED SIDEWALK AND DRIVEWAY APPROACH GRADES MAY BE ADJUSTED AS NEEDED TO MATCH PRIVATE PROPERTY GRADES AT RIGHT OF WAY LINE UNLESS SHOWN OTHERWISE.
4. CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS A MINIMUM OF 48 HOURS PRIOR TO ANY DRIVEWAY OBSTRUCTION. THE CONTRACTOR SHALL PROVIDE ACCESS TO RESIDENTS TO THE MAXIMUM EXTENT FEASIBLE. ACCOMMODATIONS FOR RESIDENTS WITH DISABILITIES SHALL BE PROVIDED.
5. STATION AND OFFSETS FOR DRIVEWAYS ARE TO THE CENTER OF THE DRIVEWAY.
6. ALL STORM STRUCTURES WITHIN FLOWLINE SHALL HAVE VANED GRATES PER C.O.S. STD DETAIL SD5-4.
7. WHERE NEW ASPHALT JOINS EXISTING, THE EXISTING ASPHALT SHALL BE CUT TO A NEAT VERTICAL EDGE AND TACKED AND SEALED IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE WSDOT STANDARD SPECIFICATIONS.
8. DIMENSIONS OF EXISTING TRAFFIC CURB AND GUTTER SHOWN FOR REMOVAL AND REPLACEMENT IN ISOLATED AREAS MAY VARY FROM C.O.S. STD DETAIL R6-7. CONTRACTOR SHALL MATCH EXISTING DIMENSIONS IN THIS CASE AND ALL OTHER CONSTRUCTION REQUIREMENTS IN C.O.S. STD DETAIL R6-7 SHALL BE FOLLOWED.

CONSTRUCTION NOTES

Needs:
 Surface Features
 Dips (Storm/Sewer)
 Gas (can we get the next valve without utility locates?)
 Water- next valve and any meters



LEGEND

- CONCRETE SIDEWALK/DRIVEWAY
- NEW PAVEMENT
- HMA OVER CONCRETE PAVEMENT
- OVERLAY PAVEMENT
- DIRECTIONAL FLOW ARROW
- STORM DRAIN STRUCTURE ID NUMBER
- SAWCUT LINE
- PAVING LIMIT
- STORM DRAIN PIPE
- CATCH BASIN TYPE 2 PER C.O.S. SD5-1
- CATCH BASIN TYPE 1 & TYPE 1L PER C.O.S. STD DETAIL SD5-2
- MONUMENT

APPROVED

By: _____ DATE: _____
 CITY OF SUMNER

PROFILE

NO.	DATE	BY	APPR.	REVISIONS

Approved By		FILENAME
ENGINEERING MANAGER	DATE	9SUM010400-RD01.dwg
PROJECT MANAGER	DATE	CES 05/2026
PROJECT ENGINEER	DATE	DESIGNED BY DATE
		CES 05/2026
		DRAWN BY DATE
		MV 05/2026
		CHECKED BY DATE



PSOMAS
 2502 JEFFERSON AVENUE
 TACOMA, WA 98402
 253.627.0720
 www.psomas.com

30% REVIEW SUBMITTAL



CITY OF SUMNER
 HUNT AVE RECONSTRUCTION

ROADWAY & STORM PLAN & PROFILE
 W MAIN ST
 STA 16+60 TO 18+60
 PROJ. No. 9SUM010400 SHT 14 OF 14

J:\PNW\SUMNER\9SUM010400 - Hunt Ave Reconstruction\CADD\SheetFiles\9SUM010400-RD01.dwg Plotted: 4/28/2026 2:54 PM by Claire Sullivan

SUBJECT: Resolution No. 1752 - Puyallup River Trail Crossings Planning Study Grant
Acceptance

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$46,847.19

Within Budget Allocation: Yes, with budget amendment

ATTACHMENTS:

1. Resolution No. 1752 - Puyallup River Trail Crossings Planning Study Grant Acceptance

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The City of Sumner was awarded a federal grant from the Puget Sound Regional Council (PSRC) to conduct a planning study. This project will perform a planning study of a potential pedestrian bridge crossing(s) over the Puyallup River. The study will look at the feasibility of the crossing, locations and cost estimates.

This grant provides \$300,169.00 towards completion of the study and requires a minimum of \$46,847.19 in local funding match. Acceptance of the grant requires the City to enter into a grant agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/16/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$300,169.00 in grant funds from PSRC for use in the Puyallup River Trail Crossing Planning Study project (CIP 26-02), 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. 1752
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING GRANT FROM PUGET SOUND REGIONAL COUNCIL

WHEREAS, the City of Sumner applied for a federal Transportation Alternatives Program (TAP) grant from Puget Sound Regional Council (PSRC) to conduct a planning study for the Puyallup River Trail Crossing Project; and

WHEREAS, to help accomplish and fund the planning study, the City of Sumner applied for the TAP grant; and

WHEREAS, the City applied for the grant in July of 2023 and was awarded \$300,169 in funding in April 2026; 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 Puget Sound Regional Council 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 6th day of July, 2026.

Mayor Carla S. Bowman

Attest:

Approved as to form:

Michelle Converse, CMC, City Clerk

Andrea J. Marquez, City Attorney



Puget Sound Regional Council

1201 Third Avenue, Suite 500, Seattle, WA 98101-3055 | psrc.org | 206-464-7090

June 11, 2026

The Honorable Carla Bowman
City of Sumner
1104 Maple Street
Sumner WA 98390

Dear Mayor Bowman:

Congratulations! I'm pleased to share with you this letter of award for your records. Sumner received \$ 300,169 in PSRC funding for the following project:

PROJECT	AWARD AMOUNT	FUNDING DEADLINE
<i>Puyallup River Trail Crossing Planning Study</i>	\$ 300,169	July 15, 2026

Securing federal transportation funding for communities in the region is one of the most important responsibilities of PSRC. Through our merit-based project selection process, PSRC ensures that federal transportation funds are put to work on priority projects that meet local needs and help achieve the region's long-term goals for transportation, economic development and growth planning.

In April, PSRC's Executive Board approved funding awards to ready-to-go projects on PSRC's current adopted contingency lists. These awards will support successful delivery of the region's required annual delivery target of Federal Highway Administration funds. Your collaboration and the swift delivery of the project(s) above are helping to ensure federal funds continue to flow efficiently to the region.

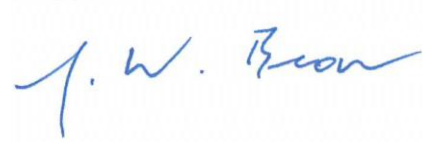
Thank you for your leadership and for the excellent work of your staff. I look forward to continuing to partner with you on efforts to create a strong and resilient region now and into the future.

Mayor Bowman

June 11, 2026

Page 2

Sincerely,

A handwritten signature in blue ink that reads "J. W. Brown". The signature is written in a cursive style with a large initial "J" and "W".

Josh Brown

Executive Director, Puget Sound Regional Council

cc: Michael Kosa, Public Works Director

SUBJECT: Main Street Crossings - Design Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$45,700.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Main Street Crossings - Design Contract Amendment

STAFF CONTACT: Gursimran Singh, Engineering Specialist

SUMMARY BACKGROUND:

The Main Street Crossings Project includes crossing upgrades at the following six intersections with Main Street: Alder Ave, Ryan Ave, Bonney Ave, Lewis Ave, Parker Rd E, and 162nd Ave E. The work consists of preparing engineering design, cultural resource assessment and environmental NEPA permitting, upgrading existing crossings as applicable: curb extensions, ADA compliant curb ramps, sidewalk extensions, solar powered RRFBs, signage, and stop bars.

TranspoGroup was previously selected via a qualification-based selection process to provide design services. The City's current agreement with TranspoGroup is a maximum amount payable of \$189,500. An amendment for \$45,700.00 has been negotiated with TranspoGroup for additional work consisting of evaluation of an all-way stop control evaluation of the Parker Rd E and Main St E intersection, additional efforts to design the relocation of pedestrian crosswalk from the west side Main Street and Lewis Avenue intersection to the east side, and to extend the curb bulb out at the southwestern corner of Main St and Ryan Ave.

COUNCIL COMMITTEE/STUDY SESSION: Do Pass

MEETING/STUDY SESSION DATE: 6/16/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving Amendment 1 to TranspoGroup's contract for the Main St Crossings Project (CIP 24-09), increasing the contract amount by \$45,700.00 to a total authorized amount not-to-exceed \$235,200.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 1

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Transpo Group USA, Inc.**

CONTRACT NAME & PROJECT NUMBER: **Main St Crossings (CIP 24-09)**

ORIGINAL AGREEMENT DATE: **June 18, 2025**

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

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

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

See attached Exhibit A-1.

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

Original Contract Sum, <i>including applicable WSST</i>	\$189,500.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$N/A
Current Contract Amount <i>including all previous amendments</i>	\$189,500.00
Current Amendment Sum	\$45,700.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$235,200.00

Original Time for Completion (insert date)	12/31/2026
Revised Time for Completion under prior Amendments (insert date)	N/A
Add'l Days Required (±) for this Amendment	365 calendar days
Revised Time for Completion (insert date)	12/31/2027

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

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

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

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

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

Amendment to Agreement for Services

Client Name:	City of Sumner	
Project Name:	Main St Crossings	
Original Agreement Dated:	June 23, 2025	
Amendment Dated:	June 1, 2026	TG: 1.25063.00

The existing Agreement for Services between Transpo Group (Transpo) and City of Sumner (City) is amended to include the following additional services, revised fee projection, and schedule. All terms and conditions described in the Agreement remain in force and are not modified by this Amendment.

This amendment extends the term of the agreement to **December 31, 2027**.

Scope of Services

In addition to the services described in Exhibit A of the Agreement, Transpo will provide the following amended services:

Task 1 – Project Management

1.4—Project Schedule

To Date, Transpo has provided the City with 85% design plans, specifications, and estimate package. During the Comment Resolution period on the 85% design package, the City has notified Transpo of a modification to the project schedule. Instead of advertising the project in March 2026, the City intends to advertise the project for bid in October 2026. Transpo has modified the project schedule with the updated bid date of October 2026 below.

Project Milestones include:

- Additional topographical survey collection complete on or before August 1, 2026
- City and Transpo final project design walkthrough, if needed, on or before August 15, 2026
- 100% design submittal on or before September 18, 2026
- City to Advertise the Project in October 2026 to March 2027
- Construction Complete on or before by October 31, 2027

Task 2 — Design Support Services

2.3—Survey

Transpo will support PACE in the additional topographic survey to be collected to support the design.

- Survey Location
 - Site 1: Main St and Alder, sidewalk replacement, southeast side
 - See Amendment #1 supporting figures.
 - Site 2a: Main St and Ryan West – sidewalk replacement match existing in front of furniture store
 - See Amendment #1 supporting figures.
 - Site 2b: Main St and Ryan East – existing driveway for curb bulb
 - See Amendment #1 supporting figures.
 - Site 4: Main St and Lewis Ave – east side of the intersection to facilitate redesign of the curb extension, ADA curb ramp, stormwater improvements.

2.4 – Parker Rd/Main St All Way Stop Control Evaluation (New Section)

The City Engineer of Sumner is interested in evaluating whether the Parker Road E/Main Street E intersection meets the Manual for Uniform Traffic Control (MUTCD) warrants for the installation of an all-way stop during the 30% comment resolution period of the Main St Crossing project. Transpo received notification from City staff to complete the study at the time due to City annual budget timeline constraints and an amendment for this work will be completed in the future.

The intersection is currently stop-controlled on the minor approaches (Parker Road E) and free on the Main Street E approaches. The adopted 2025 Transportation Plan identifies a signal as a future improvement at this intersection when warranted. The 2025 Transportation Plan is based on analysis of the 2044 horizon year. The all-way stop would be an interim measure until conditions at the intersection meet signal warrants.

Transpo will conduct an all-way stop control warrant analysis in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) Chapter 2B.13 through 2.B17. Transpo will leverage the work completed in the 2025 Transportation Plan to complete this work to the extent it is relevant. This task includes:

1. **Existing Traffic Volumes.** Transpo will collect turning movement counts on a typical weekday from 7:00 a.m. to 6:00 p.m. at the intersection including vehicle, pedestrian, and bicycle volumes.
2. **Existing Traffic Operations.** Transpo will calculate existing AM, midday and PM peak hour levels of service (LOS) at study intersections based on methodologies described in the *Highway Capacity Manual*.
3. **Traffic Safety Analysis.** The most recent five-year accident/collision records at study intersections and roadways will be obtained and summarized.
4. **Sight Distance.** Entering and/or stopping sight distance will be evaluated at the Parker Road E/Main Street E intersection based on the WSDOT Design Manual and consistent with the MUTCD all-way stop Warrant B (Sight Distance).
5. **Warrant Analysis.** The data and analysis above will be used to evaluate the intersection against the MUTCD all-way stop warrants.
6. **Documentation.** Transpo will summarize the results of the all-way stop control warrant analysis in a draft summary memorandum. The memo will be finalized based on one round of comments from City staff.
7. **Plan Revision.** Transpo will revise the plans at Main Street and Parker Road to remove the proposed rectangular rapid flashing beacon (RRFB) to implement the all-way stop control if recommended.

Task 4 — Final (100%) Design Plans, Specifications, and Estimate

4.1—100% (Final) Submittal

To date, Transpo received comments on the 85th percent design package. Transpo and the City held a Comment Resolution Meeting on 1/20/2026. Following this meeting, Transpo provided the City with the Comment Resolution Form with responses from Transpo and action items for the City. Major design changes on the 85th percent design package to be revised for the 100% (Final) Submittal are noted below from the Comment Resolution Meeting and additional water valve and hydrant replacement work provided by the City via email on 1/13/2026. On 3/19/2026, Transpo, the City, and the Sumner School District met virtually to discuss the Main Street and Lewis Avenue pedestrian crossing location as it related to the Sumner School District's phased approach to replacement project of the High School. During this meeting, different alternatives were discussed regarding the pedestrian. The alternative that was recommended by the City, Transpo, and the School District that best met the needs for the school district while balancing safety was to relocate the pedestrian crossing from the west side of the Main Street and Lewis Avenue intersection to the east side. These design changes will require additional effort to revise the current design, engage in coordination, updating plans, and specifications. Transpo subsequently developed a

pedestrian crossing alternatives memorandum for the Main St and Lewis Ave location dated 2026-04-21. The City reviewed and confirmed the relocation of the pedestrian crossing at Main St and Lewis Ave from the west side to the east side of the intersection and closing the crossing on the west side.

- Main Street and Alder Avenue
 - Revise the sidewalk replacement limits on the southeast corner of the intersection to match updated additional topographical survey limits (see subtask 2.3 above).
- Main Street and Ryan Avenue (Location 1, West)
 - Revise the sidewalk replacement limits on the northwest corner of the intersection to match updated additional topographical survey limits (see subtask 2.3 above)
 - PACE will coordinate with the City to determine the valve configuration and sizes as there are 12" lines and a 10" line
- Main Street and Ryan Avenue (Location 2, East)
 - Extend the curb bulb out on the south side of Main Street from Location 1 to meet the intersection of Ryan Avenue (East) at the southwest corner of the intersection.
 - Modify the existing driveway to accommodate the proposed curb bulb out.
 - Revise the proposed ADA curb ramp at the southwest corner of Main Street and Ryan Avenue (Location 2, East).
 - Revise the proposed ADA curb ramp at the southeast corner of Main Street and Ryan Avenue (Location 2, East).
- Main Street and Bonney Avenue
 - PACE will add notes to the plans to replace the water valves at the T and to replace the valve at the hydrant, and replace the fire hydrant.
- Main Street and Lewis Avenue
 - Transpo will relocate the marked pedestrian crossing across Main Street from the west side of the intersection to the east side of the intersection following discussions with the City and Sumner School District. This will result in Transpo and PACE to redesign the curb extensions, ADA curb ramps, stormwater, striping, signing, and RRFB and prepare new plans for the associated improvements. See Memorandum prepared by Transpo following the meeting with the City and Sumner School District dated 03/27/2026
 - The existing marked pedestrian crossing on the west side of the intersection will be removed and new signage and curb improvements will be designed to direct pedestrians to the new pedestrian crossing on the east side of the intersection.
 - The existing Sumner Stadium driveway on the north side of Main Street will be maintained and not be impacted.
 - PACE will collect additional topographical survey to support the design.
 - PACE will add notes to the plans to remove the existing tee, replace with three valves, to replace the valve and Tee at the hydrant, and replace the fire hydrant.
 - PACE will eliminate one of the two existing catch basins on the southwest corners. The remaining catch basin will be replaced with a new catch basin on the southwest corners. The catch basin on the southeast corner will be replaced with a new Type 2 catch basin and reconnected to the existing catch basin to the south.
- Division 1 Specifications
 - Transpo's original scope only included Division 2 through 9 special provisions. In the Comment Resolution Meeting, Transpo received a comment for Division 1 specifications. Transpo will prepare the Division 1 specifications for the project. City to provide Division 1 specifications templates from past project examples.

This scope of work includes one (1) submittal. If additional revisions or submittals beyond the anticipated one submittal are required for approval, this may constitute extra services, necessitating adjustments to the scope of services, fee projection, and/or project schedule.



**Cost Estimate Worksheet -
Amendment #1**

Number / Project Name
25063 - Sumner Main St Crossings

Billing rates are effective from June 28, 2025 through June 26, 2026, within the ranges shown in the attachment.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer	Project Engineer	Project Admin
initials	TN	BAS	OAB	TYK	CLF
labor category	Eng L4	Eng L7	AnyL L3	Eng L2	PA L4
cost rate	\$195.00	\$265.00	\$155.00	\$150.00	\$175.00

Labor:

	Work Task					Hours	Cost
1	Task 1 - Project Management	8				8	\$2,960
2						0	\$0
3	Task 2 - Design Support Services					0	\$0
4	2.4 Parker Rd/Main St AWSC Evaluation	10			37	47	\$7,500
5						0	\$0
6	Task 4 - Final (100%) Design PS&E					0	\$0
7	4.1 Civil Design	12		75		87	\$13,965
8	PS&E Preparation & QC	8		20		28	\$4,660
9	Division 1 Specifications	4		16		20	\$3,260
10						0	\$0
11						0	\$0
12						0	\$0
13						0	\$0
14						0	\$0
15						0	\$0
16						0	\$0
17						0	\$0
18						0	\$0
19						0	\$0
20							
	Total Hours	42	0	111	37	8	198
	Labor Costs	\$8,190	\$0	\$17,205	\$5,550	\$1,400	\$32,345

Reimbursable Expenses:

	Item	Reimburs. Cost
1	Application	
2	Business Meals	
3	Mileage	
4	Miscellaneous	
5	Models/Renderings/Photos	
6	Parking	
7	Records Filing	
8	Registrations	
9	Reproductions	
10	Shipping/Courier	
11	Specialty Software	
12	Supplies	
13	Traffic Accident Data	
14	Traffic Count Vendors	
15	Travel, Hotel, Taxi, & Air Fare	
	Sub Total	\$0
	Total (Cost)	\$0

Subconsultants:

	Firm	Subs. Cost
1	PACE -Survey	\$7,245
2	PACE - Utility Design	\$6,076
3		
4		
5		
	Sub Total	\$13,321
	Total (Cost)	\$13,321

TOTAL ESTIMATE	\$45,700
-----------------------	-----------------

SUBJECT: AXON Police Technology Contract 2026-2030

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: Yes

Within Budget Allocation: No

ATTACHMENTS:

1. Axon Technology Contract 2026-2030

STAFF CONTACT: Andy McCurdy, Deputy Police Chief

SUMMARY BACKGROUND:

The City's contract with AXON for Tasers, Body Worn Cameras (BWC), and digital evidence storage is ending and needs to be renewed. The options and costs have significantly changed since the last contract due to new technology that will improve collection and storage of evidence. The length of the contract (63 months) allows us to lock-in the current price and avoid expected increases in cost. There are no other vendors that provide the same or similar products and services and AXON's product continues to meet the needs of the City.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety Committee

MEETING/STUDY SESSION DATE: 6/17/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion approving and authorizing the Mayor to enter into an agreement between the City of Sumner and AXON for police technology products and services in a form as approved by the City Attorney.



Q-805123-46168NW

Issued: 05/26/2026



Quote Expiration: 07/31/2026

Estimated Contract Start Date: 10/01/2026

Account Number: 107452

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Sumner Police Dept. - WA 1104 Maple St Sumner, WA 98390-1407 USA	Sumner Police Dept. - WA 1104 Maple St Sumner WA 98390-1407 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nathan Williams Phone: 480-448-9988 Email: nwilliams@axon.com Fax:	Loren Houselog Phone: (253) 863-6384 Email: lorenh@ci.sumner.wa.us Fax: (253) 891-3290

Quote Summary

Program Length	63 Months
TOTAL COST	\$433,729.23
ESTIMATED TOTAL W/ TAX	\$470,070.30

Discount Summary

Average Savings Per Year	\$26,855.71
TOTAL SAVINGS	\$140,992.50

Payment Summary

Date	Subtotal	Tax	Total
Sep 2026	\$6,350.73	\$393.67	\$6,744.40
Dec 2026	\$84,916.70	\$7,135.87	\$92,052.57
Dec 2027	\$85,615.45	\$7,202.94	\$92,818.39
Dec 2028	\$85,615.45	\$7,202.94	\$92,818.39
Dec 2029	\$85,615.45	\$7,202.94	\$92,818.39
Dec 2030	\$85,615.45	\$7,202.71	\$92,818.16
Total	\$433,729.23	\$36,341.07	\$470,070.30

Quote Unbundled Price: \$546,404.93
 Quote List Price: \$469,292.93
 Quote Subtotal: \$433,729.23

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER BALANCE - GOODS	1			\$1.00	(\$1,135.54)	(\$1,135.54)	(\$109.01)	(\$1,244.55)
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	\$436.80	\$436.80	\$41.94	\$478.74
M00046	OFFICER SAFETY PLAN T7	27	60	\$280.50	\$232.90	\$223.85	\$362,643.94	\$29,732.86	\$392,376.80
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	2	60			\$1,007.04	\$2,014.08	\$193.36	\$2,207.44
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	25	60			\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	4			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	25	3		\$5.00	\$5.00	\$375.00	\$36.00	\$411.00
20248	AXON TASER - EVIDENCE.COM LICENSE	28	3		\$5.37	\$5.37	\$451.08	\$43.31	\$494.39
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	3		\$10.00	\$10.00	\$540.00	\$51.84	\$591.84
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	22	3		\$10.00	\$10.00	\$660.00	\$63.36	\$723.36
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	25	3		\$30.00	\$30.00	\$2,250.00	\$0.00	\$2,250.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	27	60		\$10.85	\$2.71	\$4,394.25	\$421.85	\$4,816.10
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	60		\$10.85	\$10.42	\$16,873.92	\$1,619.90	\$18,493.82
102610	AXON COMMUNITY LINK	27	60		\$16.27	\$15.62	\$25,303.05	\$2,429.09	\$27,732.14
ProLicense	Pro License Bundle	6	60		\$48.82	\$46.80	\$16,848.00	\$1,617.41	\$18,465.41
A la Carte Warranties									
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	28	3		\$0.50	\$0.50	\$42.00	\$4.03	\$46.03
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	4	3		\$7.70	\$7.70	\$92.40	\$8.87	\$101.27
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	3		\$22.00	\$22.00	\$264.00	\$25.34	\$289.34
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	25	3		\$7.75	\$7.75	\$581.25	\$55.80	\$637.05
80464	AXON BODY - TAP WARRANTY - CAMERA	25	3		\$14.60	\$14.60	\$1,095.00	\$105.12	\$1,200.12
Total							\$433,729.23	\$36,341.07	\$470,070.30

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	12/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	25	1	12/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	3	1	12/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	28	1	12/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	3	1	12/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	28	1	12/01/2026
AB4 CONNECTED HARDWARE BUNDLE	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	3	1	12/01/2026
AB4 CONNECTED HARDWARE BUNDLE	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	28	1	12/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	12/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	12/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	12/01/2026
OFFICER SAFETY PLAN T7	100591	AXON TASER - CLEANING KIT	1	1	12/01/2026
OFFICER SAFETY PLAN T7	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	12/01/2026
OFFICER SAFETY PLAN T7	101886	SIGNAL SENSOR	27	1	12/01/2026
OFFICER SAFETY PLAN T7	101889	AXON SIGNAL - BATTERY - CR2032	27	1	12/01/2026
OFFICER SAFETY PLAN T7	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	27	1	12/01/2026
OFFICER SAFETY PLAN T7	20018	AXON TASER - BATTERY PACK - TACTICAL	32	1	12/01/2026
OFFICER SAFETY PLAN T7	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	27	1	12/01/2026
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	135	1	12/01/2026
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	135	1	12/01/2026
OFFICER SAFETY PLAN T7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	54	1	12/01/2026
OFFICER SAFETY PLAN T7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	54	1	12/01/2026
OFFICER SAFETY PLAN T7	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	27	1	12/01/2026
OFFICER SAFETY PLAN T7	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	27	1	12/01/2026
OFFICER SAFETY PLAN T7	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/01/2026
OFFICER SAFETY PLAN T7	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/01/2026
OFFICER SAFETY PLAN T7	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	12/01/2026
OFFICER SAFETY PLAN T7	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	12/01/2026
OFFICER SAFETY PLAN T7	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	12/01/2026
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	54	1	12/01/2027
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	54	1	12/01/2027
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	54	1	12/01/2028
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	54	1	12/01/2028
OFFICER SAFETY PLAN T7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	54	1	12/01/2028
OFFICER SAFETY PLAN T7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	54	1	12/01/2028
OFFICER SAFETY PLAN T7	73309	AXON BODY - TAP REFRESH 1 - CAMERA	27	1	06/01/2029
OFFICER SAFETY PLAN T7	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	06/01/2029
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	54	1	12/01/2029
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	54	1	12/01/2029
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	54	1	12/01/2030
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	54	1	12/01/2030

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
OFFICER SAFETY PLAN T7	73310	AXON BODY - TAP REFRESH 2 - CAMERA	27	1	12/01/2031
OFFICER SAFETY PLAN T7	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	12/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	28	10/01/2026	12/31/2026
A la Carte	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	25	10/01/2026	12/31/2026
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	10/01/2026	12/31/2026
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	22	10/01/2026	12/31/2026
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	25	10/01/2026	12/31/2026
OFFICER SAFETY PLAN T7	101180	AXON TASER - DATA SCIENCE PROGRAM	27	01/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	20248	AXON TASER - EVIDENCE.COM LICENSE	1	01/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	20248	AXON TASER - EVIDENCE.COM LICENSE	27	01/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	27	01/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	73638	AXON STANDARDS - LICENSE	27	01/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	270	01/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	27	01/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	73746	AXON EVIDENCE - ECOM LICENSE - PRO	27	01/01/2027	12/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	01/01/2027	12/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	01/01/2027	12/31/2031
A la Carte	102610	AXON COMMUNITY LINK	27	01/01/2027	12/31/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	27	01/01/2027	12/31/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	01/01/2027	12/31/2031

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN T7	101193	AXON TASER - ON DEMAND CERTIFICATION	27
OFFICER SAFETY PLAN T7	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	27

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	28	10/01/2026	12/31/2026
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	25	10/01/2026	12/31/2026
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	4	10/01/2026	12/31/2026
A la Carte	80464	AXON BODY - TAP WARRANTY - CAMERA	25	10/01/2026	12/31/2026
A la Carte	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	10/01/2026	12/31/2026
OFFICER SAFETY PLAN T7	101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	27	12/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	32	12/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	27	12/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	12/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	80464	AXON BODY - TAP WARRANTY - CAMERA	27	12/01/2027	12/31/2031
OFFICER SAFETY PLAN T7	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	12/01/2027	12/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1104 Maple St	Sumner	WA	98390-1407	USA

Payment Details

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	20248	AXON TASER - EVIDENCE.COM LICENSE	28	\$451.08	\$43.31	\$494.39
Annual Payment 1	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	25	\$375.00	\$36.00	\$411.00
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	18	\$540.00	\$51.84	\$591.84
Annual Payment 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	22	\$660.00	\$63.36	\$723.36
Annual Payment 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	25	\$2,250.00	\$0.00	\$2,250.00
Annual Payment 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	28	\$42.00	\$4.03	\$46.03
Annual Payment 1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	25	\$581.25	\$55.80	\$637.05
Annual Payment 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	4	\$92.40	\$8.87	\$101.27
Annual Payment 1	80464	AXON BODY - TAP WARRANTY - CAMERA	25	\$1,095.00	\$105.12	\$1,200.12
Annual Payment 1	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	\$264.00	\$25.34	\$289.34
Total				\$6,350.73	\$393.67	\$6,744.40

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	102610	AXON COMMUNITY LINK	27	\$5,060.61	\$485.82	\$5,546.43
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	27	\$878.85	\$84.37	\$963.22
Annual Payment 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,374.78	\$323.98	\$3,698.76
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	2	\$402.82	\$38.67	\$441.49
Annual Payment 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	25	\$0.00	\$0.00	\$0.00
Annual Payment 1	M00046	OFFICER SAFETY PLAN T7	27	\$72,528.78	\$5,946.62	\$78,475.40
Annual Payment 1	ProLicense	Pro License Bundle	6	\$3,369.60	\$323.48	\$3,693.08
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	(\$1,135.54)	(\$109.01)	(\$1,244.55)
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	\$436.80	\$41.94	\$478.74
Total				\$84,916.70	\$7,135.87	\$92,052.57

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00046	OFFICER SAFETY PLAN T7	27	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	102610	AXON COMMUNITY LINK	27	\$5,060.61	\$485.82	\$5,546.43
Annual Payment 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	27	\$878.85	\$84.37	\$963.22
Annual Payment 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,374.78	\$323.98	\$3,698.76
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 2	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	25	\$0.00	\$0.00	\$0.00
Annual Payment 2	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	2	\$402.82	\$38.67	\$441.49

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	M00046	OFFICER SAFETY PLAN T7	27	\$72,528.79	\$5,946.62	\$78,475.41
Annual Payment 2	ProLicense	Pro License Bundle	6	\$3,369.60	\$323.48	\$3,693.08
Total				\$85,615.45	\$7,202.94	\$92,818.39

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	102610	AXON COMMUNITY LINK	27	\$5,060.61	\$485.82	\$5,546.43
Annual Payment 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	27	\$878.85	\$84.37	\$963.22
Annual Payment 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,374.78	\$323.98	\$3,698.76
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 3	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	25	\$0.00	\$0.00	\$0.00
Annual Payment 3	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	2	\$402.82	\$38.67	\$441.49
Annual Payment 3	M00046	OFFICER SAFETY PLAN T7	27	\$72,528.79	\$5,946.62	\$78,475.41
Annual Payment 3	ProLicense	Pro License Bundle	6	\$3,369.60	\$323.48	\$3,693.08
Total				\$85,615.45	\$7,202.94	\$92,818.39

Dec 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	102610	AXON COMMUNITY LINK	27	\$5,060.61	\$485.82	\$5,546.43
Annual Payment 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	27	\$878.85	\$84.37	\$963.22
Annual Payment 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,374.78	\$323.98	\$3,698.76
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 4	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	2	\$402.82	\$38.67	\$441.49
Annual Payment 4	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	25	\$0.00	\$0.00	\$0.00
Annual Payment 4	M00046	OFFICER SAFETY PLAN T7	27	\$72,528.79	\$5,946.62	\$78,475.41
Annual Payment 4	ProLicense	Pro License Bundle	6	\$3,369.60	\$323.48	\$3,693.08
Total				\$85,615.45	\$7,202.94	\$92,818.39

Dec 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	102610	AXON COMMUNITY LINK	27	\$5,060.61	\$485.81	\$5,546.42
Annual Payment 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	27	\$878.85	\$84.37	\$963.22
Annual Payment 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,374.78	\$323.98	\$3,698.76
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 5	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	2	\$402.82	\$38.68	\$441.50
Annual Payment 5	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	25	\$0.00	\$0.00	\$0.00
Annual Payment 5	M00046	OFFICER SAFETY PLAN T7	27	\$72,528.79	\$5,946.38	\$78,475.17
Annual Payment 5	ProLicense	Pro License Bundle	6	\$3,369.60	\$323.49	\$3,693.09
Total				\$85,615.45	\$7,202.71	\$92,818.16

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-326878, Q-369642, Q-405284, Q-418714, Q-435632, Q-569155, Q-729769, Q-784337,

Agency is terminating those contracts effective 10/1/2026 (GAP RUNS UNTIL SERVICE STARTS ON 1/1/2027). Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -\$698.74

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Shipment Timing Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Refresh Shipment Timing Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Rewrite Estimates Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

5/26/2026



SUBJECT: Resolution 1753- Interlocal Agreement Amending and Restating the Pierce County Tourism Promotion Area

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1753_ILA Pierce County Tourism Promotion Area

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

Since 2010, Sumner has participated through Interlocal Agreement with the Pierce County Tourism Promotion Area (TPA). State law gives regions the ability to establish and fund a TPA with a per-room night charge in order to generate revenue for tourism promotion that drives more visits, more overnight stays and thus more revenue. Ultimately for a city, overnight stays are the best way to encourage more visitor support of local restaurants, stores and services. Unlike lodging tax, funding from a TPA is expected to be used for regional destination marketing organizations only. In Pierce County, it is a key funding source for the Tacoma-Pierce County Tourism Authority.

The current TPA is a graduated amount with \$0.50 per room night collected in Sumner, \$1 collected in other areas such as Puyallup/Lakewood and \$1.50 in Tacoma. When passed, the maximum amount the State would allow TPAs to collect was \$2 per room. Since then, the State increased that amount to \$5 per room night through July 2027. The hospitality industry is working with State legislators to extend that deadline or make \$5 the permanent maximum amount. Many other TPAs across the state increased their charges. From the additional revenue, they have been out-promoting the Pierce County area, earning more business and revenue in the process.

The proposed interlocal agreement amends and restates the TPA, increasing Sumner's amount to \$1.50 per room night. It also proposes other areas of Pierce County's TPA go up to \$3 and \$5 per room night, rates that would revert back to \$2 per night if the State law does not change. Through this process, Fife asked to withdraw from the TPA and Ruston asked to be included with the addition of the Silver Cloud in Point Ruston.

Pierce County's hoteliers, including those in Sumner, have discussed and debated this increase for some time and support this rate increase for their own customers. Combined with lodging tax, it's a standard way to capture funding from visitors to encourage more business and stays that benefit Sumner's hotels as well as restaurants, services and stores.

COUNCIL COMMITTEE/STUDY SESSION: Finance Committee

MEETING/STUDY SESSION DATE: 6/10/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Resolution 1753 authorizing the Mayor to execute the interlocal agreement to amend and restate the Pierce County Tourism Promotion Area, in a form as approved by the City Attorney.

RESOLUTION NO. 1753

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AND RESTATED INTERLOCAL AGREEMENT REGARDING THE PIERCE COUNTY TOURISM PROMOTION AREA.

WHEREAS, the City of Sumner and PIERCE COUNTY, a political subdivision of the State of Washington (“County”); the CITY OF TACOMA, a municipal corporation of the State of Washington (“Tacoma”); the CITY OF PUYALLUP, a municipal corporation of the State of Washington (“Puyallup”); the CITY OF FIFE, a municipal corporation of the State of Washington (“Fife”); the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (“Gig Harbor”); the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (“Lakewood”); the CITY OF DUPONT, a municipal corporation of the State of Washington (“DuPont”); and the CITY OF RUSTON, a municipal corporation of the State of Washington (herein referred to collectively as the “Cities” or separately as “City”) pursuant to the authority of the Interlocal Cooperation Act, RCW 39.34.010 et seq. and the Tourism Promotion Areas Act, RCW 35.101.010 et seq., for the purpose of restating and amending the parties’ prior Interlocal Agreement regarding the establishment of the Tourism Promotion Area to levy Special Assessments to fund tourism promotion; AND

WHEREAS, the Pierce County Council, through Resolution R2009-119, authorized the County Executive to enter into an Interlocal Agreement with the cities of DuPont, Fife, Gig Harbor, Lakewood, Puyallup, Sumner and Tacoma for the establishment of a Pierce County Tourism Promotion Area pursuant to RCW 35.101.040; and

WHEREAS, the Pierce County Council, through Ordinance 2009-110s, created the Pierce County Tourism Promotion Area to levy special assessments to fund tourism promotion; and

WHEREAS, the Cities entered into an Interlocal Agreement for the Establishment of Pierce County Tourism Promotion Area (“Original TPA Agreement”) to levy special assessments to fund tourism promotion; and

WHEREAS, the parties subsequently adopted an Amendment to the Original TPA Agreement dated May 25, 2011; and

WHEREAS, the parties acknowledge that the City of Fife is withdrawing from participation in the TPA Agreement effective as of the execution of this Agreement and, as a result, is no longer included in the Pierce County Tourism Promotion Area, and desire to amend the TPA Agreement to reflect the removal of Fife; and

WHEREAS, the parties agree that the City of Ruston desires to join the Pierce County Tourism Promotion Area, and desire to amend the TPA Agreement to add the City of Ruston; and

WHEREAS, the parties agree that the assessment zones, assessment rates, revenue 2 allocation formula, and permitted uses of TPA funds should be amended as outlined in this amended and restated ILA; and

WHEREAS, the Cities now desire to amend and restate the Original TPA Agreement as amended in 2011.

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement related to the Pierce County Tourism Promotion Area, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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

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

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

ADOPTED AND APPROVED this 6th day of July, 2026.

Attest:

Carla S. Bowman, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR ESTABLISHMENT OF
PIERCE COUNTY TOURISM PROMOTION AREA**

This Amended and Restated Interlocal AGREEMENT (“Agreement”) is entered into as of the ___ day of _____, 2026, by and among PIERCE COUNTY, a political subdivision of the State of Washington (“County”); the CITY OF TACOMA, a municipal corporation of the State of Washington (“Tacoma”); the CITY OF PUYALLUP, a municipal corporation of the State of Washington (“Puyallup”); the CITY OF FIFE, a municipal corporation of the State of Washington (“Fife”); the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (“Gig Harbor”); the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (“Lakewood”); the CITY OF DUPONT, a municipal corporation of the State of Washington (“DuPont”); the CITY OF SUMNER, a municipal corporation of the State of Washington (“Sumner”); and the CITY OF RUSTON, a municipal corporation of the State of Washington (herein referred to collectively as the “Cities” or separately as “City”) pursuant to the authority of the Interlocal Cooperation Act, RCW 39.34.010 et seq. and the Tourism Promotion Areas Act, RCW 35.101.010 et seq., for the purpose of restating and amending the parties’ prior Interlocal Agreement regarding the establishment of the Tourism Promotion Area to levy Special Assessments to fund tourism promotion.

WHEREAS, the Pierce County Council, through Resolution R2009-119, authorized the County Executive to enter into an Interlocal Agreement with the cities of DuPont, Fife, Gig Harbor, Lakewood, Puyallup, Sumner and Tacoma for the establishment of a Pierce County Tourism Promotion Area pursuant to RCW 35.101.040; and

WHEREAS, the Pierce County Council, through Ordinance 2009-110s, created the Pierce County Tourism Promotion Area to levy special assessments to fund tourism promotion; and

WHEREAS, the Cities entered into an Interlocal Agreement for the Establishment of Pierce County Tourism Promotion Area (“Original TPA Agreement”) to levy special assessments to fund tourism promotion; and

WHEREAS, the parties subsequently adopted an Amendment to the Original TPA Agreement dated May 25, 2011; and

WHEREAS, the parties acknowledge that the City of Fife is withdrawing from participation in the TPA Agreement effective as of the execution of this Agreement and, as a result, is no longer included in the Pierce County Tourism Promotion Area, and desire to amend the TPA Agreement to reflect the removal of Fife; and

WHEREAS, the parties agree that the City of Ruston desires to join the Pierce County Tourism Promotion Area, and desire to amend the TPA Agreement to add the City of Ruston; and

WHEREAS, the parties agree that the assessment zones, assessment rates, revenue

allocation formula, and permitted uses of TPA funds should be amended as outlined below; and

WHEREAS, the Cities now desire to amend and restate the Original TPA Agreement as amended in 2011.

NOW, THEREFORE, for and in consideration of the promises set forth hereafter, Pierce County and the Cities hereby agree as follows:

1. Purpose. The purpose of this Agreement is to promote tourism in Pierce County by permitting the establishment of a Pierce County Tourism Promotion Area (“TPA”) pursuant to Chapter 35.101 RCW, which when created, will permit collection of Special Assessments from Lodging Businesses located within Pierce County to fund tourism promotion and to memorialize the agreement between the parties relating to this TPA.
2. Definitions. As used in this Agreement, the following terms, unless the context otherwise dictates, shall have the following meanings:
 - 2.1 “Agreement” shall mean this Interlocal Cooperation Agreement entered into among Pierce County and the Cities, for the establishment of a Pierce County Tourism Promotion Area by Pierce County as authorized by RCW 35.101.040(2).
 - 2.2 “Annual Budget” shall mean the Pierce County Tourism Promotion Area budget for a fiscal year, as adopted or amended by the Pierce County Council, after the receipt of a recommendation from the Pierce County Tourism Promotion Area Hotel Commission, identifying all estimated revenue from Special Assessments for the fiscal year, and providing for all proposed uses of Special Assessment revenue for the purpose of providing tourism promotion in Pierce County for the ensuing fiscal year.
 - 2.3 “Lodging Business” means a business which is located within the Pierce County Tourism Promotion Area that furnishes lodging taxable by the state under Chapter 82.08 RCW that has forty (40) or more lodging units.
 - 2.4 “Operator” means the Operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sub lessee, mortgagee in possession, licensee or any other similar capacity.
 - 2.5 “Pierce County Tourism Promotion Area Hotel Commission” means the Pierce County Tourism Promotion Area Hotel Commission, established by Pierce County, whose members shall be selected by the Pierce County Council from a list of nominees prepared by the TPA Manager, to provide recommendations to the Pierce County Council on proposed uses and projects of the Pierce County Tourism Promotion Area; pursuant to the provisions of RCW 35.101.130(1) as provided in this Agreement.
 - 2.6 “Pierce County Metropolitan Area” means the entire geographic boundary of Pierce County, including the entire areas within the jurisdiction of the Cities and the unincorporated area of Pierce County.

2.7 “Pierce County Tourism Promotion Area” or “TPA” means the Tourism Promotion Area created by the resolution of the Pierce County Council pursuant to the authority of the Tourism Promotion Areas Act, Chapter 35.101 RCW, as authorized or as will be authorized by the resolutions of each of the respective City Councils of the Cities adopting the terms of this Agreement.

2.8 “Room Revenues” means the gross per-night charge (nights of stay) imposed for the rental of a room or combination of rooms for Lodging.

2.9 “Special Assessment” means the levy (charge) imposed by Pierce County on the Operators of a Lodging Business within the Pierce County Tourism Promotion Area and subsequently passed on to the guests of the Lodging Business, under the authority of Chapter 35.101 RCW for the purpose of providing for funding of tourism promotion in Pierce County.

2.10 “TPA Manager” shall mean the Economic Development Department of the County of Pierce, which shall administer the operation of the Tourism Promotion Area.

2.11 “Tourism Promotion” means activities and expenditures designed to increase tourism and convention business, including but not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists, and operating tourism destination marketing organizations.

2.12 “Transient Basis” means rental of a room or rooms for dwelling, lodging, or sleeping purposes by the Operator of a Lodging Business for a period of thirty (30) consecutive calendar days or less, counting a portion of a day as a full calendar day.

2.13 “Zone” or “Zones” means the distinct geographic subarea or subareas within the Pierce County Tourism Promotion Area as established by resolution of the Pierce County Council and as set forth in Exhibit “B” attached to this Agreement.

3. Tourism Promotion Area Established and Maintained by Pierce County.
 - A. It is hereby understood and agreed by Pierce County, and the Cities, that Pierce County, pursuant to the authority of RCW 35.101.040(2), has established and shall continue to maintain a “Tourism Promotion Area” designated as the Pierce County Tourism Promotion Area, which includes the unincorporated area of Pierce County and the entire area within the corporate limits of the participating Cities.
 - B. It is hereby understood and agreed by Pierce County, and the Cities, that the purpose of permitting the Pierce County Council to form the Pierce County Tourism Promotion Area under RCW 35.101.040(2) is to provide revenue to fund tourism promotion that will benefit the lodging and tourism industry in unincorporated Pierce County and the Cities.
4. Levy of Special Assessments on Lodging Businesses within the Pierce County Tourism Promotion Area.

- A. The Pierce County Council will impose Special Assessments on the Operators of Lodging Businesses within the Pierce County Tourism Promotion Area in accordance with the zones and levels of Special Assessments as set forth in Resolution No. _____.
- B. Pierce County shall contract with the State Department of Revenue for the administration and collection of such Special Assessments pursuant to RCW 35.101.090.
- C. It is understood and agreed by and between Pierce County and the Cities, that the Pierce County Tourism Promotion Area shall include the following four (4) zones:

Zone A. Zone A encompasses those Lodging Businesses located within the Downtown Area of the incorporated city limits of the city of Tacoma.

The Tacoma Downtown Area comprises the area starting at the intersection of Yakima Avenue and Interstate 5. The boundary heads north on Yakima Avenue, then turns west onto S I Street and continues to S 6th Avenue.

It then proceeds east on S 6th Avenue to S G Street, where it turns north and continues to Division Avenue. From there it heads north-east until running into the Commencement Bay.

It runs along Commencement Bay south-east until reaching E 23rd Street. It wraps around the body of water east until E 21st Street where it heads east and then turns south on E D Street. Upon connecting with Puyallup Avenue until intersecting with E Portland Avenue. It proceeds south on E Portland Avenue, then turns west on E Wiley Avenue and continues west until reconnecting (via E D Street) with Interstate 5 and returning to the starting point.

Zone B. Zone B encompasses all Lodging Businesses in Tacoma outside of the Downtown zone described in Zone A as well as the cities of Lakewood, Ruston, and Puyallup.

Zone C. Zone C encompasses all Lodging Businesses in the cities of DuPont, Gig Harbor, Sumner and the unincorporated area of Pierce County.

Zone D. Zone D encompasses Lodging Businesses located within the TPA, as that term is addressed in WAC 458-20-166 as it presently exists or may be hereinafter amended, other than hotels, motels, and bed and breakfast facilities with forty (40) or more lodging units. Lodging Businesses within this zone, as addressed in WAC 458-20-166, would include only:

- (1) Trailer camps and recreational vehicle parks which charge for the rental of space to transients for locating or parking house trailers, campers, recreational vehicles, mobile homes, and tents;

- (2) Educational institutions which sell overnight lodging to persons other than students;
- (3) Private lodging houses, dormitories and bunkhouses operated by or on behalf of businesses and industrial firms or schools solely for the accommodation of employees of such firms or students which are not held out to the public as a place where sleeping accommodations may be obtained; and
- (4) Guest ranches or summer camps which, in addition to supplying meals and lodging, offer special recreational facilities and instruction in sports, boating, riding and outdoor living.
- (5) Hotels, motels and bed and breakfast facilities with fewer than forty (40) lodging units.

D. It is understood and agreed by and between Pierce County, and the Cities, that the Operators of Lodging Businesses within the Pierce County Tourism Promotion Area operating in the above-described zones will be subject to Special Assessments to be levied as follows:

Beginning January 1, 2027, or as soon as possible thereafter:

ZONE A	Tacoma Downtown Area	\$5.00 per occupied room/day
ZONE B	Tacoma (outside of Downtown Area), Lakewood, Ruston, Puyallup	\$3.00 per occupied room/day
ZONE C	Gig Harbor, DuPont, Sumner, unincorporated Pierce County	\$1.50 per occupied room/day
ZONE D	Zone D	\$0.00 per occupied room/day

Effective upon the expiration of RCW 35.101.057, and if no other Additional Charges are permitted pursuant to Chapter 35.101 RCW, the TPA Special Assessments to be imposed on the operators of lodging businesses, as defined by RCW 35.101.010(3) and the Interlocal Agreement for Establishment of a Tourism Promotion Area, are as follows:

ZONE A	Tacoma Downtown Area	\$2.00 per occupied room/day
ZONE B	Tacoma (outside of Downtown Area), Lakewood, Ruston, Puyallup	\$2.00 per occupied room/day
ZONE C	Gig Harbor, DuPont, Sumner, unincorporated Pierce County	\$1.50 per occupied room/day
ZONE D	Zone D	\$0.00 per occupied room/day

Notwithstanding Section 4(E), if Chapter 35.101 RCW is subsequently amended to authorize a maximum Special Assessment rate greater than \$2.00 per occupied room per day, the Special Assessment rates shall increase to the maximum extent authorized by such amendment up to \$5.00 per occupied room per day for Zone A

and up to \$3.00 per occupied room per day for Zone B, without further action by the Pierce County Council.

- E. Any change in the Special Assessment rates for any zone as set forth hereinabove shall be made only by amendment of the resolution by Pierce County Council, with the approval of each of the respective City Councils of the Cities. No change in the Special Assessment rates for any zone or change in the boundaries of any zone shall be made by the Pierce County Council except upon a two-thirds affirmative recommendation of the Pierce County Tourism Promotion Area Hotel Commission.
 - F. It is understood and agreed by the parties, that the Special Assessments imposed under this section are not a tax on the "sale of lodging" for the purposes of RCW 82.14.410 and are not applicable to temporary medical housing exempt under RCW 82.08.997.
 - G. It is understood and agreed by the parties, that the Special Assessments imposed under this Agreement are in addition to the special assessments that may be levied under Chapter 35.87A RCW.
5. Administration and Collection of Special Assessments.
- A. It is understood and agreed that in accordance with RCW 35.101.090, the Washington State Department of Revenue shall administer the Special Assessments authorized under this Agreement and shall deposit the Special Assessments collected into the local tourism promotion account created in the custody of the state treasurer under RCW 35.101.100.
 - B. It is understood and agreed that in accordance with RCW 35.101.100, the state treasurer has the authority to distribute the money from the tourism promotion account to the Pierce County Council on a monthly basis.
6. Use of Special Assessment Revenues For the Promotion of Tourism and Convention Business in Pierce County.
- A. It is understood and agreed that all of the revenues derived from Special Assessments shall be allocated by the Pierce County Council in accordance with the Annual Budget for Pierce County Tourism Promotion Area. The Pierce County Tourism Promotion Area Hotel Commission shall make a recommendation to the Pierce County Council on all Annual Budgets. The Pierce County Council shall have the ultimate authority to set and approve all Annual Budgets.
 - B. The revenues derived from the Special Assessments shall be used only for the following purposes:
 - (1) Activities and expenditures designed to increase tourism within Pierce County as specified in the TPA business plan to be adopted annually; and

- (2) The marketing of conventions, trade shows, and events that benefit local tourism and the Lodging Businesses in the TPA, including associated personnel and administration costs; and
 - (3) The marketing of Pierce County to the travel industry in order to benefit local tourism and the Lodging Businesses in the TPA, including associated personnel and administration costs; and
 - (4) The marketing of Pierce County to recruit sporting events in order to promote local tourism and to benefit the Lodging Businesses and tourism industry within the TPA, including associated personnel and administration costs; and
 - (5) Direct administration costs associated with management and maintenance of the TPA program including but not limited to staff costs, public notice advertising, accounting and auditing, as approved by the TPA Hotel Commission and the Pierce County Council, provided no funds will be used for the general operations of the TPA Manager or other costs not directly related to operation of the TPA.
- C. Revenues derived from TPA Special Assessments imposed under this section shall be allocated as follows:
- (1) At least ninety percent (90%) of the TPA revenue collected annually must be allocated to an organization whose primary mission is year-round, tourism promotion in the County of Pierce.
 - (2) Up to ten percent (10%) of TPA revenue collected annually may be allocated to a grant program supporting activities and expenditures that comply with the proposed uses and projects authorized in Pierce County Code Section 4.18.050, as determined by the Pierce County Tourism Promotion Area Hotel Commission.
7. Establishment of the Pierce County Tourism Promotion Area Hotel Commission.
- A. It is understood and agreed that the Pierce County Council shall, pursuant to the authority of RCW 35.101.130(1) create a Pierce County Tourism Promotion Area Hotel Commission to advise the Pierce County Council on the expenditure of Special Assessment revenues to fund tourism promotion within Pierce County. The Pierce County Tourism Promotion Area Hotel Commission shall have no less than seven voting members.
 - B. The Pierce County Council shall select voting Members of the Pierce County Tourism Promotion Area Hotel Commission from a list of nominees prepared by the TPA Manager. All nominees for membership on the Pierce County Tourism Promotion Area Hotel Commission must be Operators of Lodging Businesses within Pierce County, or employed by the Operator of such a Lodging Business, typically General Managers or Directors of Sales & Marketing.
 - C. The Pierce County Council shall appoint up to four members of the Pierce County Tourism Promotion Area Hotel Commission representing Tacoma and up to one each representing Puyallup, Lakewood, Gig Harbor, Dupont, Sumner, Ruston, and Pierce County. Any vacancy on the Pierce County Tourism Promotion Area Hotel Commission arising from a resignation or other cause, shall be filled by the

appointing agency, from a list of nominees prepared by the TPA Manager, within 30 days from the date the “vacancy occurs.” Appointed members should be from the city in which the vacancy occurs. In the event there are no suitable candidates in a participating city, the seat may be filled by another operator of a Lodging Business within Pierce County through the remainder of the vacated term.

- D. The Pierce County Council may appoint up to one *ex officio* member of the Commission from the members of the Pierce County Council or Pierce County at large. Pierce County Council may appoint up to four *ex officio* members of the Commission from cities located in Pierce County participating in the Interlocal Agreement. The *ex officio* members of the Pierce County Tourism Promotion Area Hotel Commission may participate in all discussions regarding proposed activities and programs that are funded by the Pierce County Tourism Promotion Area for the promotion and marketing of tourism within Pierce County but shall not have voting rights.
- E. It is understood and agreed that the initial members of the Pierce County Tourism Promotion Area Hotel Commission served staggered terms, with three members serving a one-year term, four members serving two-year terms, and four members serving three-year terms, with the length of each initial term determined at the first meeting of the Commission.

Thereafter, all members subsequently appointed to the Pierce County Tourism Promotion Area Hotel Commission shall serve three-year terms. No member may serve more than two consecutive three-year terms. Following completion of two consecutive terms, a former member shall be ineligible for reappointment for a period of not less than twelve (12) months.

8. Pierce County TPA Manager.

- A. The TPA Manager will be responsible for administering the activities and programs of the Pierce County Tourism Promotion Area and to prepare an Annual Budget for the Pierce County Tourism Promotion Area to be reviewed and approved by the Pierce County Tourism Promotion Area Hotel Commission and submitted to the Pierce County Council on or before July 31st of each year. The TPA Manager shall also act as staff to the Pierce County Tourism Promotion Area Hotel Commission in conjunction with assisting it in determining what activities and programs to recommend for funding from the Special Assessments.
- B. The Annual Budget for the Pierce County Tourism Promotion Area shall consist of:
 - (1) A list of the Lodging Businesses subject to Special Assessments and an estimate of the revenue to be received from all such Lodging Businesses; and
 - (2) A statement of the proposed budget for all Pierce County Tourism Promotion Area activities and programs recommended by the Pierce County Tourism Promotion Area Hotel Commission to be funded from Special Assessments during the ensuing fiscal year.
- C. All Special Assessments that Pierce County has imposed and receives from the

Washington State Treasurer and any interest therein shall be deposited by Pierce County in a special account. Payments to the TPA Manager will be made as provided for in the agreement between the Pierce County Tourism Promotion Area Hotel Commission and the TPA Manager. Provided, however, no Special Assessment shall be dispersed in any fiscal year until after the adoption of that fiscal year's Annual Budget. Provided further that Pierce County shall not expend in any fiscal year Special Assessments in excess of the approved fiscal year's Annual Budget.

- D. The parties hereto acknowledge and agree that funds derived from the TPA Special Assessment are intended to enhance and extend existing tourism marketing efforts for any nonprofit charged with the marketing of tourism in Pierce County or that has the purpose of promoting amateur year-round sports throughout Pierce County, consistent with Section 6 above.

The parties further agree that a reduction in funds to the destination marketing organization by a party to this Agreement may impact that party's ability to receive the benefits intended by participation in this Agreement.

9. Modification or Disestablishment of the Pierce County Tourism Promotion Area.

- A. The Pierce County Council, by appropriate action, may modify the provisions of the ordinance establishing the TPA after adopting a resolution of intention to such effect. Such resolution of intention shall describe the change or changes proposed and shall state the time and place of a public hearing to be held by the Pierce County Council to consider the proposed action.
- B. The Pierce County Council may, by ordinance, disestablish the TPA after conducting a hearing to receive public comment regarding the disestablishment of the TPA. Upon receipt of a petition indicating a desire to disestablish the TPA, with the signatures of the persons who operate lodging businesses in the TPA who pay forty percent (40%) or more of the total special assessments, the Pierce County Council shall adopt a resolution of intention to disestablish the TPA, and shall state the time and place of a public hearing to be held by the Pierce County Council to consider the proposed action, provided the public hearing will be at least fifteen (15) days prior to consideration of the proposed action. If at said hearing a petition objecting to the disestablishment is presented, with the signatures of the persons who operate Lodging Businesses in the TPA who pay fifty-one percent (51%) or more of the total special assessments, the TPA shall not be disestablished. If such petition objecting to the disestablishment is not presented at said hearing, the County Council shall disestablish the TPA.

10. City of Fife Withdrawal from the TPA.

Effective as of the execution date of this Agreement, the City of Fife is hereby withdrawn from the TPA. The boundaries of the TPA are amended accordingly to exclude the City of Fife.

11. Miscellaneous Provisions.

- A. Duration and Termination of this Agreement. This Agreement shall continue in

full force and effect until such time as the Pierce County Tourism Promotion Area is disestablished by action of the Pierce County Council as provided in Section 9 above. Following termination of this Agreement, Pierce County shall be responsible for utilizing any remaining unallocated revenue from Special Assessments for tourism promotion within Pierce County.

- B. Waiver. No officer, employee, or agent of Pierce County, or the Cities, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement by Pierce County, or the Cities, shall be held to be a waiver of any other or subsequent breach. Failure of Pierce County, or the Cities, to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of Pierce County, and the Cities, to hereafter enforce each and every such provision.
- C. Records. All records prepared, owned, used or retained by the TPA Manager in conjunction with operating or administering the activities and programs of the Pierce County Tourism Promotion Area as provided for under the terms of this Agreement shall be deemed records of Pierce County, and the Cities, and shall be made available by the TPA Manager upon request to Pierce County, or the Cities, State Auditor, or their authorized representatives. Records shall be retained according to Pierce County records retention schedules.
- D. Property and Equipment. Pierce County shall be the owner of all property and equipment purchased by the TPA Manager from Special Assessment Revenues. Provided, however, in the event of the termination of the Agreement with the TPA Manager, Pierce County agrees to make the property and/or equipment available to the successor TPA Manager for its use in conjunction with providing similar services. Provided further, in the event of disestablishment of the Pierce County Tourism Promotion Area, all property and equipment purchased by the TPA Manager from Special Assessment Revenues shall be retained by Pierce County and used for any lawful purposes.
- E. Integration. This Agreement contains all of the terms and conditions agreed upon by Pierce County, and the Cities, concerning the establishment of the Pierce County Tourism Promotion Area by the Pierce County Council and the collection of Special Assessments from Operators of Lodging Businesses within the entire area, including the area within the incorporated city limits of the Cities. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of Pierce County or the officials of the Cities to execute this Agreement.
- F. Severability. In the event any provision of this Agreement shall be declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, the

validity, legality and enforceability of the remaining provisions shall have full force and affect.

G. Execution of Agreement. This Agreement shall become effective immediately after it is duly adopted by the Pierce County Council, the City Council of the City of Tacoma, the City Council of the City of Puyallup, the City Council of the City of Fife, the City Council of the City of Lakewood, the City Council of the City of Dupont, the City Council of Gig Harbor, the City Council of the City of Ruston, and the City Council of the City of Sumner and shall be filed with the County Auditor of Pierce County, the City Clerks of Tacoma, Puyallup, Fife, Lakewood, Gig Harbor, Ruston, Dupont and Sumner, and the Secretary of State of the State of Washington.

H. Indemnification and Defense. The County shall defend, indemnify, and save harmless each City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of this Agreement and resulting from the acts or omissions of the County, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for or in any way release each City from any liability or responsibility which arises in whole or in part from the existence or effect of the respective City's ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practices is at issue, each City shall defend the same at its sole expense, and if judgment is entered or damages are awarded against such City, the County, or both, the City shall satisfy the same including all chargeable cost and attorney's service fees.

Each City shall defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of this Agreement and resulting from the acts or omissions of the City, its officers, employees, or agents associated with this Agreement. In executing this Agreement, none of the Cities assumes any liability or responsibility for or in any way releases the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy or practices is at issue, the County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the County, such City, or both the County and the City in question, the County shall satisfy the same including all chargeable costs and attorney's service fees.

I. No real Property Acquisition. This Interlocal Agreement does not provide for the acquisition, holding, or disposal of real property.

J. Notice. Any formal notice or communication to be given among the County and the Cities under this Agreement shall be deemed properly given, if delivered, or if

mailed postage prepaid and addressed to:

City of DuPont 1700 Civic Drive DuPont, WA 98327 ATTN: City Administrator	City of Puyallup 333 S. Meridian Street Puyallup, WA 98371 ATTN: City Manager	City of Lakewood. 6000 Main Street SW Lakewood, WA 98499-5027 ATTN: City Manager
City of Sumner 1104 Maple Street Sumner, WA 98390 ATTN: City Administrator	Pierce County Economic Development Division 1501 Market St. Tacoma, WA 98402 ATTN: Economic Development Manager	City of Gig Harbor 3510 Grandview Street Gig Harbor, WA 98335 ATTN: City Administrator
City of Tacoma 747 Market Street Tacoma, WA 98402 ATTN: City Manager	City of Ruston 5219 N Shirley Street Ruston, WA 98407 ATTN: City Clerk	City of Fife 5411 23rd Street East Fife, WA 98424 ATTN: City Manager

- K. Filing. Copies of this Interlocal Agreement, together with the resolution of the Pierce County Council and the Councils of each City approving and ratifying this Agreement, shall be filed with the Clerk for each City, the Pierce County Auditor, and the Secretary of State of Washington after execution of the Agreement by each party. Provided as an alternative, this Agreement may be listed by subject on the County's website or the Cities' websites or other electronically retrievable public source.
- L. Non-Discrimination. The County and the Cities certify that they are Equal Opportunity Employers.
- M. Amendment. Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of all parties.

IN WITNESS WHEREOF, Pierce County and the Cities of DuPont, Fife, Gig Harbor, Lakewood, Puyallup, Sumner, Ruston, and Tacoma have executed this Agreement by their duly authorized officials pursuant to all requirements of law.

SUBJECT: Police Radio Replacement Contract

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: Yes

Within Budget Allocation: No

ATTACHMENTS:

1. Police Radio Replacement Contract

STAFF CONTACT: Andy McCurdy, Deputy Police Chief

SUMMARY BACKGROUND:

The current portable radios used by our Police and MAS staff are no longer supported by the manufacturer (Motorola), are starting to fail and parts for repairs are no longer available, and they need to be replaced. Funds have been set aside in a replacement fund and additional funds are available from a South Sound 911 reimbursement that will cover the cost.

If approved the costs will be allocated during the quarter 2 budget amendment.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety

MEETING/STUDY SESSION DATE: 6/17/2026

COMMITTEE RECOMMENDATION: Do pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the purchase of police radio equipment from Day Wireless under a cooperative purchase contract.

Billing Address:
 SUMNER POLICE DEPARTMENT
 SUMNER POLICE DEPT
 1104 MAPLE ST STE 140
 SUMNER, WA 98390
 US

Shipping Address:
 SUMNER POLICE DEPARTMENT
 SUMNER POLICE DEPT
 1104 MAPLE ST STE 140
 SUMNER, WA 98390
 US

Quote Date:06/05/2026
 Expiration Date:08/07/2026
 Quote Created By:
 Kimberly Nuber
 knuber@daywireless.com

End Customer:
 SUMNER POLICE DEPARTMENT
 Loren Houselog
 lorenh@sumnerwa.gov
 253-299-5652

Contract: 19860 - NASPO 00318
 AGREEMENT: STATE OF WASHINGTON

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW5AN	APX 8000 ALL BAND PORTABLE MODEL 1.5*	30	\$7,943.00	\$5,798.39	\$173,951.70
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	30	\$6.42	\$4.69	\$140.70
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	30	\$607.00	\$443.11	\$13,293.30
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	30	\$353.00	\$257.69	\$7,730.70
1d	QA00580AA	ADD: TDMA OPERATION	30	\$530.00	\$386.90	\$11,607.00
1e	QA05509AA	DEL: DELETE UHF BAND	30	-\$800.00	-\$584.00	-\$17,520.00
1f	QA05508AA	DEL: DELETE VHF BAND	30	-\$800.00	-\$584.00	-\$17,520.00
1g	Q887AU	ADD: 5Y ESSENTIAL SERVICE	30	\$306.00	\$306.00	\$9,180.00
1h	QA09008AA	ADD: GROUP SERVICES	30	\$177.00	\$129.21	\$3,876.30
1i	Q498AU	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	30	\$871.00	\$635.83	\$19,074.90
1j	H842AU	ADD: SINGLE UNIT PACKING	30	\$0.00	\$0.00	\$0.00
1k	H38BS	ADD: SMARTZONE OPERATION	30	\$1,766.00	\$1,289.18	\$38,675.40



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	QA09113AB	ADD: BASELINE RELEASE SW	30	\$0.00	\$0.00	\$0.00
1m	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	30	\$118.00	\$86.14	\$2,584.20
1n	Q629AH	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	30	\$560.00	\$408.80	\$12,264.00
1o	QA07680AA	ADD: MULTI SYSTEM OTAR	30	\$177.00	\$129.21	\$3,876.30
2	HKVN4914A	SOFTWARE LICENSE, IMW PRESENCE (PER USER)*	30	\$24.00	\$24.00	\$720.00
3	PMNN4486A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION R IP68 3400T	30	\$207.10	\$151.18	\$4,535.40
4	PMMN4135B	PORTABLE RSM XVP850, IP68, WITH KNOB	30	\$543.13	\$396.48	\$11,894.40

Grand Total
\$278,364.30(USD)
Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1	H91TGD9PW5AN	Incomplete
1a	QA01648AA	Incomplete
2	HKVN4914A	Incomplete



SUBJECT: Ordinance 2971 - Early Learning Facilities Transportation Impact Fee Reduction

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance 2971 - Early Learning Facilities Transportation Impact Fee Reduction
2. Early Learning Facilities TIF Reduction Presentation

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

Following a contact from childcare facility operator in Sumner, Council requested that staff look at potentially reducing traffic impact fees for early learning centers. RCW 82.02.060 provides authority for cities to reduce impact fees for Early Learning Facilities up to 80% without requiring local funds to backfill. Following discussion at the June 22nd study session, Council directed staff to proceed with the reduction of transportation impact fees up to 80%.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 6/22/2026

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Motion to approve Ordinance 2971, reducing transportation impact fees by 80% for Early Learning Facilities and authorizing the Mayor to execute any and all documents or policies necessary to implement this partial impact fee waiver.

**ORDINANCE NO. 2971
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING CHAPTER 12.36 OF THE SUMNER MUNICIPAL CODE TO ALLOW FOR AN 80% TRAFFIC IMPACT FEE WAIVER FOR EARLY LEARNING FACILITIES.

WHEREAS, the City’s Comprehensive Plan has prioritized ensuring new policies, regulations and programs consider the economic impacts as part of the City’s decision-making process; and

WHEREAS, transportation impact fees can be financial disincentives for the development of vital early learning facilities which support the critical need for early childhood education; and

WHEREAS, RCW 82.02.060 permits the City to waive, as a matter of law, up to 80% of impact fees for early learning facilities; and

WHEREAS, the City Council is committed to meeting the needs of the growing Sumner community by encouraging the development and/or expansion of early learning facilities in the City of Sumner and through this ordinance is implementing a waiver of 80% of the transportation impact fees applicable to early learning facility development permits.

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

Section 1. Purpose. The purpose of this ordinance is to recognize the significant and critical importance of early childhood education in the City of Sumner, and to formally adopt, pursuant to RCW 82.02.060(4) a waiver of 80% of the otherwise applicable transportation impact fees as a means of supporting and enabling the creation of new and expansion of current early learning facilities. This ordinance does not address, waive or reduce applicable impact fees other than transportation.

Section 2. SMC Section 12.36.020 Definitions Amended.

Sumner Municipal Code, Definitions, is amended to add the following:

“Early learning facility” means a facility providing regularly scheduled care for a group of children one month of age through 12 years of age for periods of less than 24 hours. This definition is intended to mirror RCW 43.31.565 as currently adopted or hereafter amended.

Section 3. SMC Section 12.36.080 Exemptions Amended.

Sumner Municipal Code, Exemptions, is amended to add a new subsection as follows:

- D. *Early Learning Facilities.* Pursuant to RCW 82.02.060(4) as currently adopted or hereafter amended, a development permit for a qualifying early learning facility shall be assessed twenty (20) percent of the otherwise-applicable transportation impact fee.

Section 4. 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 5. Effective Date. This ordinance shall take effect five (5) days from the date of publication in the City’s official newspaper.

Section 6. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection number; or references to other local, state, or federal laws, codes, rules, or regulations.

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

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 6th day of July, 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted: July 6, 2026
Date of Publication: XX XX, 2026 Online / XX ZZ, 2026
Effective Date: XX, XX, 2026

Transportation Impact Fees Early Learning Facilities



Regular Council Meeting
June 30, 2026

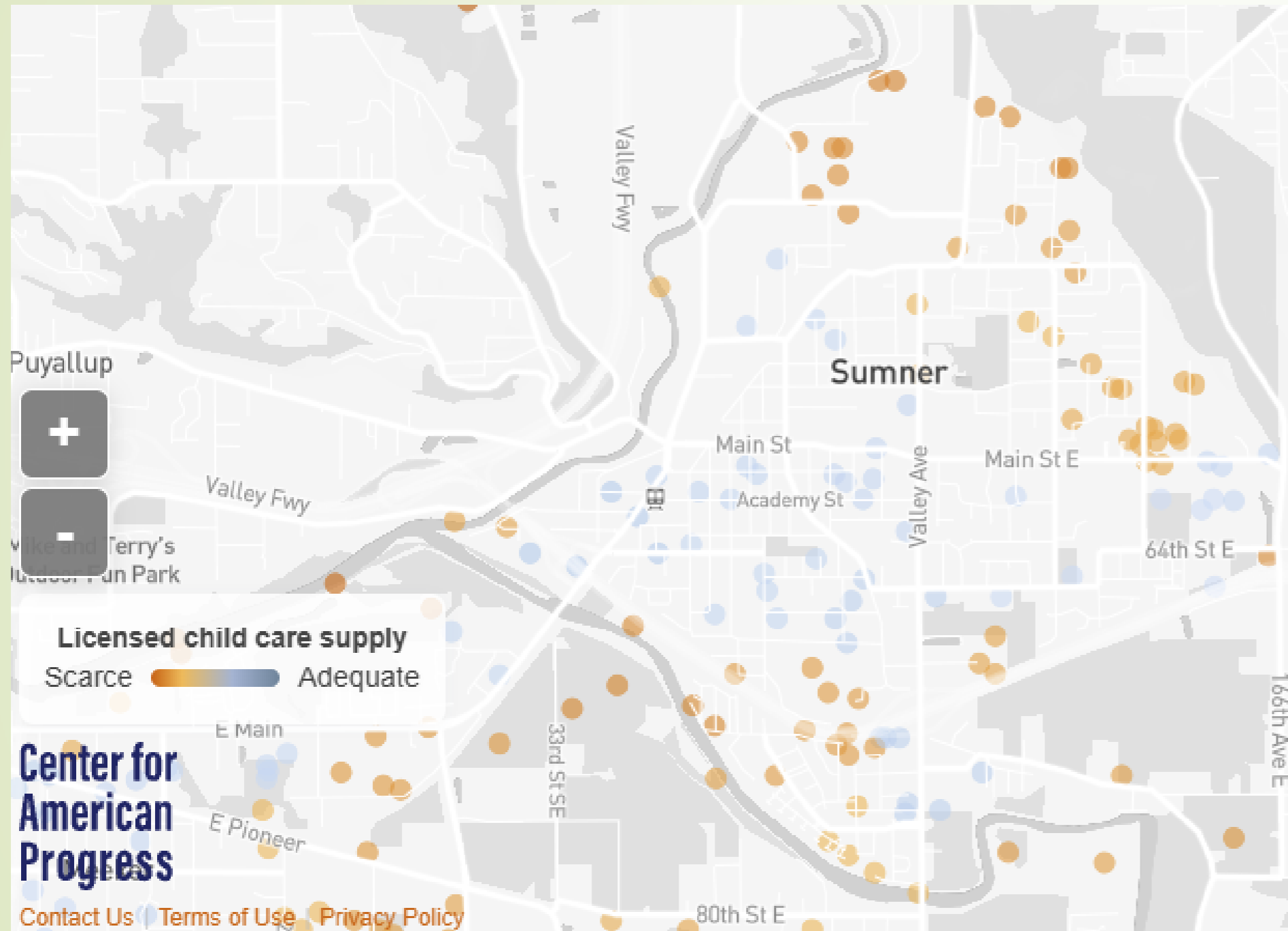
Doug Begle, Development Services Director

Transportation Impact Fees

- ❖ Set by Council, based on the Transportation Plan, which is part of the Comprehensive Plan Periodic Update
 - ❖ Currently \$7,314.23 per PM peak hour trip
 - ❖ Last updated in January 2025
 - ❖ Adjusted annually based on CPI
- ❖ Fees offset the impact of new development or change of use



Childcare is needed



In Washington, 63% of residents currently live in a “childcare desert,” meaning there are more than three times as many children as licensed childcare slots available in that census tract.

A 2019 report commissioned by the Washington State Department of Commerce found that employee turnover and missed work due to childcare access issues cost employers an estimated \$2.08 billion annually, and that 27% of parents quit their job or left school or training due to child care issues, pre-pandemic.

MRSC, Reducing Barriers for Childcare Facilities, Part 1; March 20, 2024

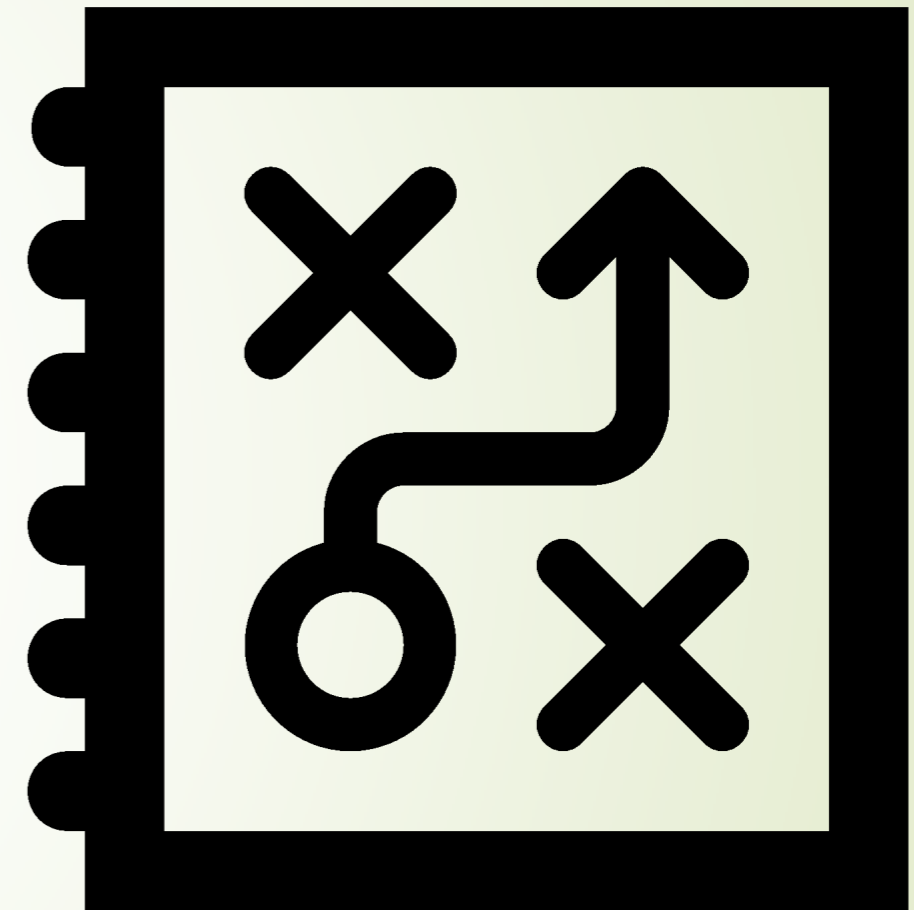
Washington State Law

- ❖ RCW 43.31.565: Early Learning Facility (ELF): “Facilities providing regularly scheduled care for a group of children one month of age through 12 years of age for periods of less than 24 hours.”
- ❖ RCW 82.02.060 allows for the reduction or exemption of transportation impact fees for Early Learning Facilities.
 - ❖ Up to 80% reduction with no local revenue backfill or covenants
 - ❖ Up to 100% if either backfilled by local revenue OR developer records a covenant that requires that at least 25 percent of the children and families using the early learning facility qualify for state subsidized childcare

Options Evaluated

1. No change
2. Universally Lower TIFs
3. 100% reduction
4. Up to 80% reduction*

*Staff Recommendation



Option 4 – Reduce Traffic Impact Fees by 80% for ELF's



Early Learning Facilities would be subject to a 20% Traffic Impact Fee

◇ Other cities: Issaquah, Tukwila, Renton & Redmond

◇ Positive Impacts


- ◇ May encourage new development of ELF's
- ◇ Reduces ELF's project cost
- ◇ Maintains some fee revenue
- ◇ No state requirement to pay back exempted portion with other public funds or monitor covenant compliance

◇ Negative Impacts

- ◇ Reduces funding for transportation improvements

◇ Why recommended

- ◇ Balances the benefits of increasing ELF's with limited impact to traffic impact fee revenue
- ◇ No long-term administrative burden



Project Description	Today's Cost	80% Reduction
600 Sf Additon	\$48,800.00	\$9,760.00
2000 Sf New Day Care Building	\$162,668.00	\$32,534.00
K-12 2000 SF TI 80 (Students)	\$99,400.00	\$19,880.00
Total	\$310,868.00	\$62,174.00



Questions

SUBJECT: Ordinance No. 2970 - Cross-Connection Control Program

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2970 - Cross-Connection Control Program

STAFF CONTACT: Ryan Johnstone, Public Operations Director

SUMMARY BACKGROUND:

The City of Sumner has a responsibility to protect its water system from contamination. Essential to the protection of the water system is the Cross Connection Control Program. This program ensures that our water system is properly protected from water utility customers that may potentially contaminate the water system. Requirements of the program are contained in WAC 246-290-490. It is imperative that Sumner Municipal Code (SMC) is consistent with these regulations. Ordinance 2970 repeals SMC 13.24.330 - Backflow Prevention Devices and replaces it with a new section, SMC 13.24.335 - Cross Connection Control Program and incorporates recommended updates included in the adopted Water System Plan and state law.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/16/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance 2970 - Repealing SMC 13.24.330 - Backflow Prevention Devices and Adopting A New Code Section SMC 13.24.335 Establishing and Formalizing A Cross-Connection Control Program and authorizing the Mayor to execute the same.

ORDINANCE NO. 2970

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER AMENDING SMC 13.24.330 BACKFLOW PREVENTION DEVICES AND ADOPTING A NEW CODE SECTION SMC 13.24.335 ESTABLISHING AND FORMALIZING A CROSS-CONNECTION CONTROL PROGRAM

WHEREAS, the City of Sumner has adopted a Comprehensive Water System Plan that establishes policies, standards, and implementation measures necessary to ensure the safe, reliable, and efficient operation of the City’s public water system; and

WHEREAS, the Comprehensive Water System Plan identifies cross-connection control as a critical component of protecting the public water supply and recommends updates to the City’s municipal code to align with state law and industry best practices; and

WHEREAS, cross-connections between potable and non-potable water sources pose a significant risk of contamination through backflow, which can endanger public health, damage infrastructure, and compromise the integrity of the City’s water system; and

WHEREAS, effective cross-connection control programs—including hazard evaluation, premises isolation, installation of approved backflow prevention assemblies, and ongoing inspection and testing—are recognized by the Washington State Department of Health, the American Water Works Association, and the Uniform Plumbing Code as essential public health protections; and

WHEREAS, the City Council finds that establishing clear requirements for cross-connection control is necessary to prevent contamination events and to safeguard the City’s investment in its water system; and

WHEREAS, WAC 246-290-490 requires all public water systems to develop and implement a cross-connection control program that meets ten minimum program elements, including hazard evaluation, installation of approved backflow prevention assemblies, inspection and testing, recordkeeping, and enforcement; and

WHEREAS, the City is required to adopt a local ordinance or other legal instrument establishing the authority to implement and enforce a cross-connection control program consistent with WAC 246-290-490(3)(b); and

WHEREAS, protecting the public water system from contamination is essential to preserving public health, safety, and welfare, and is a fundamental responsibility of the City as a water purveyor; and

WHEREAS, the City Council finds that adopting a modernized cross-connection control ordinance is in the best interest of the public, will reduce risks to the community, and will ensure compliance with state law and industry standards.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER DOES HEREBY ORDAIN AS FOLLOWS:

The following new section, Sumner Municipal Code 13.24.335 titled “Cross Connection Control Program” shall be added as follows:

Section 1. Purpose

Consistent with WAC 246-290-490(1)(c), the purpose of this chapter is to protect the City’s public water system from contamination and/or pollution due to actual or potential cross-connections. This ordinance establishes a comprehensive Cross-Connection Control Program that incorporates the elements required by state law and the City’s Comprehensive Water System Plan.

Section 2. Definitions

The current and hereafter amended definitions in WAC 246-290-010 and WAC 246-290-490 are adopted by reference as if fully set forth herein.

The City may supplement these definitions in its Cross-Connection Control Procedures Manual.

Section 3. Regulated Cross-Connections

- A. All cross-connections that pose a potential or actual threat to the public water system shall be eliminated or controlled in accordance with WAC 246-290-490 and this chapter.
- B. Premises listed in Table 13 of WAC 246290490 as currently exist or as hereafter amended, and any other premises determined in the sole discretion of the City to pose a high or severe hazard, shall be subject to mandatory premises isolation.

Section 4. Cross-Connection Control Program Established

- A. The City hereby establishes a Cross-Connection Control Program meeting the minimum elements of WAC 246-290-490(3).
- B. The Public Operations Director or their designee shall have the authority to implement, administer and enforce the program and may adopt and update a Cross-Connection Control Procedures Manual (“Procedures Manual”).
- C. The City may implement the program directly or by contract as allowed by WAC 246-290-490(2)(c).

Section 5. Backflow Prevention Assembly Requirements

- A. Backflow prevention devices shall be installed by the owner of the premises being served when in the judgment of the Public Operations Director or their designee the nature and extent of activities on the premises, or the materials used in connection with the activities, or materials stored on the premises would present an immediate and dangerous hazard to health should a

cross-connection occur, even though such cross-connection does not exist at the time the backflow prevention device is required to be installed.

- B. The type of protection device shall be an approved model included on the current University of Southern California – Approved Assemblies List as adopted by the Washington State Department of Health (also referred to herein as DOH) and shall comply with the City’s Development Specifications and Standard Details and all applicable DOH requirements.
- C. The installation and annual testing of the protective device shall conform to the provisions of the rules and regulations of the State Board of Health regarding public water supplies as set forth in RCW 43.20.050 and WAC 246-290-490.
- D. Backflow prevention assemblies in service but not currently on the approved list maintained by DOH or any list currently maintained by the City of Sumner may remain in service only if:
 - 1. They were approved at the time of installation;
 - 2. They are properly maintained;
 - 3. They are appropriate for the degree of hazard; and
 - 4. They are tested annually and pass.
- E. When unlisted assemblies are moved or require more than minimum maintenance, they shall be replaced with an assembly listed on the current DOH approved model list.

Section 6. Installation Requirements

- A. All required assemblies shall be installed at the owner’s expense.
- B. Assemblies shall be installed in accordance with WAC 246-290-490(6), the Uniform Plumbing Code, and any established City of Sumner Procedures Manual as it currently exists or is hereafter amended.
- C. Assemblies shall be installed at locations approved by the City, typically adjacent to the meter or property line. Water services to properties required to have backflow protection will not be turned on until a backflow assembly has been installed and a test report demonstrating proper function of the assembly has been supplied to the City.

Section 7. Access to Premises

- A. Authorized employees of the City’s Public Operations, Public Works and Community Development Departments with proper identification shall have free access at reasonable hours to all parts of the premises or within buildings to which water is supplied, for the purposes of determining hazards, conducting inspections, or verifying testing and maintenance.
- B. Water service may be refused or terminated for failure to allow employee access.

Section 8. Annual Testing, Repairs, and Reporting

A. All tests, repairs, overhauls, and replacements of backflow prevention assemblies shall be performed at the expense of the building or premises owner. B. All assemblies shall be tested upon installation, after repair, after relocation, and annually thereafter, consistent with WAC 246-290-490(7). C. Test reports shall be filed with the City Public Works Department within the timeframe specified in the Procedures Manual. D. If malfunctioning assemblies are not promptly repaired or replaced, the City may deny or discontinue water service to the premises.

Section 9. Responsibility for Cost

All costs associated with installation, testing, maintenance, repair, replacement, inspection, enforcement, and compliance with this chapter shall be borne by the customer or property owner.

Section 10. Termination of Service

A. The City may terminate water service for any violation of this chapter, including but not limited to:

1. Failure to install a required assembly;
2. Failure to test, repair, or replace an assembly;
3. Failure to eliminate or control a cross-connection;
4. Denial of access for inspection;
5. Submission of falsified test reports.

B. Except in emergencies, the City shall provide notice consistent with WAC 246-290-490(2)(j).

C. Service shall not be restored until all violations are corrected and all fees and costs are paid.

Section 11. Violations, Penalties, and Appeals

A. Violations It is a violation to fail to comply with any requirement of this chapter or the Procedures Manual.

B. Civil Penalties

1. First violation: up to \$250
2. Second violation within 12 months: up to \$500
3. Subsequent violations: up to \$1,000 per occurrence
4. Falsified test reports: up to \$2,000 per occurrence

C. Cost Recovery. The City may recover all enforcement-related costs.

D. Appeals. A customer may appeal a notice of violation, penalty, or termination of service by submitting a written appeal to the Public Operations Director within 10 business days of the effective date of any imposed penalty. Any such appeal shall be in writing, be clearly labeled an “Appeal” and shall describe with particularity the basis for the appeal and rationale therefore. The Public Operations Director or designee shall review any timely appeal and issue a written decision either upholding, revising or overturning any violation, penalty or termination of service. The Director’s Decision may thereafter be appealed to the Hearing Examiner within 15 days of the Director’s decision in accordance with the process and requirements outlined in SMC 18.56.170.

Section 12. Public Education

The City shall provide public education on cross-connection control as part of its consumer information program, consistent with WAC 246-290-490(3)(h).

Section 13. Adoption of Cross-Connection Control Procedures Manual

The City adopts the Cross-Connection Control Procedures Manual, as amended by the Public Operations Director. In the event of conflict, this ordinance controls.

Section 14. Incorporation of the Comprehensive Water System Plan

The City’s Comprehensive Water System Plan, as currently adopted and hereafter amended, is incorporated by reference into this ordinance. All cross-connection control policies, program elements, and implementation requirements contained in the Comprehensive Water System Plan shall be considered binding components of the City’s Cross-Connection Control Program.

Section 15. SMC 13.24.330 titled Backflow Prevention Devices shall be repealed in its entirety. The content of that section has now been incorporated into this new municipal code section.

Section 16. 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 17. Effective Date. This ordinance shall take effect five (5) days from the date of publication in the City’s official newspaper.

Section 18. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection number; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 19. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this _____ day of _____, 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

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

SUBJECT: Ordinance No. 2969 Amending the 2025/2026 Biennial Budget

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: Per Exhibit

Within Budget Allocation: Yes as amended

ATTACHMENTS:

1. Ordinance No. 2969 - 2026 Q2 Budget Amendment
2. 2026 Q2 Budget Amendment Presentation

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

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

General Fund (001):

- Adds \$30,000 for completion of the Fleet Replacement Study;
- Adds \$20,000 for completion of the Community Budget Survey;
- Adds \$140,000 for the Axon Body Worn Camera Program (through 2027);
- Adds \$50,000 for third party plan review;
- Adds \$5,000 for replacement of pressure seal equipment;
- Adds \$3,300 for Pierce County trail maintenance;
- Programs \$77,000 for repairs incurred by telecommunications franchisee, and associated insurance reimbursement;
- Adds \$25,000 for guardrail repair;
- Moves \$25,000 for Traffic Calming from 2025 to 2026;
- Programs \$56,000 in Street Administration for professional services.

Sidewalk Capital Fund (302)

- Programs \$347,016 for Puyallup River Trail Crossing, with \$300,169 grant revenue and \$46,847 transfer in from Traffic Impact Fees

REET Fund (305)

- Program transfer of \$214,913 to Parks Capital for Heritage Park Phase 3/4 Design.

Parks Capital (310)

- Programs transfer in from REET (\$214,913) and Parks Impact Fees (\$429,826) and associated expenditure of \$644,739 for Heritage Park Phase 3/4 Design.

Street Capital Fund (320)

- Programs \$236,605 design expenditures for the Tacoma/Puyallup Roundabout, with an associated transfer in from Traffic Impact Fees
- Reduces \$56,000 from Town Center: Maple & Cherry Utilities (project deferred).

Water Fund (401)

- Programs \$56,250 for vehicle acquisition;
- Programs \$151,134 for utility work on Washington St. Improvement

Sewer Fund (402)

- Programs \$56,250 for vehicle acquisition;
- Programs \$151,134 for utility work on Washington St. Improvement
- Programs additional \$30,000 for filter media replacement at Central Well.

Stormwater Fund (408):

- Programs \$112,500 for (2) vehicle acquisitions;
- Programs \$1,355,000 for Emergency Storm Pipe Repair (December 2025 flooding; may be eligible for FEMA participation).

Fleet Operations Fund (550)

- Program \$25,000 for increased fuel costs.

Fleet Replacement Fund (555)

- Recognizes assessment revenues from Water, Sewer, and Storm programs and \$225,000 for (4) vehicle acquisitions;
- Programs \$60,000 to replace Utility Locate Truck 33-111 (deferred replacement from 2025).

Impact Fee Fund

- Transfers Out \$429,826 to support Heritage Park Phase 3/4 Design;
- Transfers Out \$46,847 to support Puyallup River Trail Crossing;
- Transfers Out \$236,605 to support Tacoma/Puyallup roundabout design.

Ord No. 2969

	BA 07/06/2026	
	<i>Revenues</i>	<i>Expenditures</i>
General Fund	\$ 77,000	406,300
Reserve Funds	-	-
Special Revenue Funds	-	-
Debt Service Funds	-	-
Capital Funds	1,228,360	1,387,273
Utility Funds	-	1,863,625
Other Enterprise Funds	-	-
Internal Service Funds	225,000	301,930
Fiduciary Funds	-	713,278
	\$ 1,530,360	\$ 4,672,406

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
MEETING/STUDY SESSION DATE: 6/10/2026
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2969 amending the 2025/2026 Biennial Budget.

**ORDINANCE NO. 2969
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2025/2026 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2905, APPROVED DECEMBER 9, 2024, AND PREVIOUSLY AMENDED IN ORDINANCE 2920, APPROVED FEBRUARY 18, 2025, ORDINANCE 2921, APPROVED MARCH 3, 2025, ORDINANCE 2929, APPROVED JULY 21, 2025, ORDINANCE 2945, APPROVED DECEMBER 1, 2025, AND ORDINANCE 2955, APPROVED MARCH 16, 2026.

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

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

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

WHEREAS, The Sumner City Council approved Ordinance No. 2929 which amended the 2025-2026 biennial budget for fiscal years 2025-2026; and

WHEREAS, The Sumner City Council approved Ordinance No. 2945 which amended the 2025-2026 biennial budget for fiscal years 2025-2026; and

WHEREAS, The Sumner City Council approved Ordinance No. 2955 which amended the 2025-2026 biennial budget for fiscal years 2025-2026; and

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

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

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

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

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

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance,

including the correction of clerical errors; ordinance, section, or subsection number; or references to other local, state, or federal laws, codes, rules, or regulations.

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

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 6th day of July, 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted: XXX XX, 2026
Date of Publication: XX XX, 2026 Online / XX ZZ, 2026
Effective Date: XX, XX, 2026

Funds	Beginning Fund Balance		Revenues			Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>07/06/26</i>	<i>Adopted</i>	<i>Previous</i>	<i>07/06/26</i>	<i>Revised</i>	
001 General	15,063,770	\$ 45,331,653	\$ 573,363	\$ 77,000	\$ 46,636,320	\$ 1,826,593	\$ 406,300	\$ 12,176,573	
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824	
003 Building Reserves	345,756	200,000	-	-	340,000	-	-	205,756	
004 Capital Fund Reserves	46,792,851	600,000	-	-	-	27,414,048	-	19,978,803	
103 Complete Streets	-	-	1,195,389	-	-	1,195,389	-	-	
105 Drug Enforcement	67,062	-	-	-	5,000	1,700	-	60,362	
106 Hotel/Motel	337,632	320,000	-	-	11,000	350,000	-	296,632	
115 ARPA Funding	258,293	-	-	-	50,000	6,000	-	202,293	
120 Transportation Benefit District	-	-	850,000	-	-	400,000	-	450,000	
200 Debt Service	2,050,121	1,576,840	4,300,330	-	1,618,400	4,438,232	-	1,870,659	
221 LID Guarantee	691,569	-	-	-	-	-	-	691,569	
302 Sidewalk	779,515	1,383,682	35,789	347,016	1,843,682	86,339	347,016	268,965	
305 Real Estate Excise Tax	1,933,007	1,600,000	560,000	-	-	-	214,913	3,878,094	
310 Parks & Trails Capital Fund	1,772,306	7,458,910	273,806	644,739	7,949,410	273,806	644,739	1,281,806	
320 Street Capital Fund	10,609,786	24,308,166	704,678	236,605	25,808,846	704,678	180,605	9,165,106	
325 Facilities Capital Fund	589,173	1,353,000	51,320,726	-	1,020,000	51,333,226	-	909,673	
401 Water	19,482,216	12,782,361	-	-	26,281,363	2,229,970	237,384	3,515,860	
402 Wastewater	16,680,743	37,096,804	135,810	-	45,031,513	(107,504)	158,741	8,830,607	
403 Utility Bond Reserves	1,731,342	-	-	-	-	-	-	1,731,342	
408 Stormwater	27,371,780	39,997,724	250,000	-	56,185,434	290,106	1,467,500	9,676,465	
410 Cemetery Operations	72,310	1,603,200	184,625	-	1,664,149	191,724	-	4,262	
415 Cemetery Development	693,091	-	202,350	-	490,000	202,350	-	203,091	
440 Animal Control	12,783	2,492,544	73,922	-	2,401,161	97,254	-	80,834	
501 Unemployment Insurance	7,326	-	-	-	-	-	-	7,326	
550 Fleet Management	71,035	1,624,162	142,336	-	1,669,886	142,336	25,000	311	
551 Information Technology	504,808	3,827,680	203,350	-	4,141,430	335,347	(8,070)	67,131	
555 Equipment Reserve	1,106,983	1,902,440	303,675	225,000	615,000	1,138,610	285,000	1,499,488	
601 Cemetery Endowment	1,590,876	37,000	-	-	-	-	-	1,627,876	
605 Development Impact Fees	6,522,175	500,000	-	-	440,302	332,359	713,278	5,536,236	
611 Firemen's Pension	32,855	173,000	-	-	180,000	20,000	-	5,855	
Total All Funds	\$ 158,151,988	\$ 186,169,166	\$ 61,310,149	\$ 1,530,360	\$ 224,382,896	\$ 92,902,563	\$ 4,672,406	\$ 85,203,799	

2025/2026 Biennial Budget 2026 2nd Quarter Budget Amendment

CITY COUNCIL REGULAR MEETING
JULY 6, 2026



BIENNIAL BUDGET



2025/2026 Biennial
Budget adopted
December 9, 2024

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



Why this Amendment?

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

Amendment Process



2nd Quarter– Departmental
Budget Review



June 10, 2026 Finance &
Personnel Committee



July 6, 2026 Ordinance

Amendment at a Glance

	Revenues	Transfer In	Interfund Revenue	Expenditures	Transfer Out	Interfund Expenditure
General Fund	\$77,000	\$0	\$0	\$406,300	\$0	\$0
Special Revenue Funds	\$0	\$0	\$0	\$0	\$0	\$0
Capital Funds	\$300,169	\$928,191	\$0	\$1,172,360	\$214,913	\$0
Utility Funds	\$0	\$0	\$0	\$1,638,625	\$0	\$225,000
Other Enterprise Funds	\$0	\$0	\$0	\$0	\$0	\$0
Internal Service Funds	\$0	\$0	\$225,000	\$316,960	\$0	\$0
Fiduciary Funds	\$0	\$0	\$0	\$0	\$713,278	\$0
Total	\$377,169	\$928,191	\$225,000	\$3,519,215	\$928,191	\$225,000
Total Revenues	\$1,530,360					
Total Expenditures	\$4,672,406					

General Fund

	Revenues	Transfer In	Expenditures	Transfer Out
Fleet Replacement Study	\$0	\$0	\$30,000	\$0
Community Budget Survey	\$0	\$0	\$20,000	\$0
Body Camera Program (through 2027)	\$0	\$0	\$140,000	\$0
Plan Review	\$0	\$0	\$50,000	\$0
Pressure Seal Equipment	\$0	\$0	\$5,000	\$0
Trail Maintenance Increased Cost	\$0	\$0	\$3,300	\$0

General Fund

	Revenues	Transfer In	Expenditures	Transfer Out
Right of Way Damage	\$77,000	\$0	\$77,000	\$0
Guardrail Repair	\$0	\$0	\$25,000	\$0
Traffic Calming (2025)	\$0	\$0	(\$25,000)	\$0
Traffic Calming (2026)	\$0	\$0	\$25,000	\$0
Roadway Professional Services	\$0	\$0	\$56,000	\$0
Total	\$77,000	\$0	\$406,300	\$0
Total Revenues	\$77,000			
Total Expenditures	\$406,300			

Capital Funds

Fund 302: Sidewalk Capital	Revenues	Transfer In	Expenditures	Transfer Out
Puyallup River Trail Crossing	\$300,169	\$46,847	\$347,016	\$0
Total	\$300,169	\$46,847	\$347,016	\$0
Fund 305: REET	Revenues	Transfer In	Expenditures	Transfer Out
Heritage Park Phase 3/4 Design	\$0	\$0	\$0	\$214,913
Total	\$0	\$0	\$0	\$214,913

Capital Funds

Fund 310: Parks Capital	Revenues	Transfer In	Expenditures	Transfer Out
Heritage Park Phase 3/4 Design	\$0	\$644,739	\$644,739	\$0
Total	\$0	\$644,739	\$644,739	\$0
Fund 320: Streets Capital	Revenues	Transfer In	Expenditures	Transfer Out
Tacoma/Puyallup Roundabout	\$0	\$236,605	\$236,605	\$0
TC: Maple & Cherry Utilities	\$0	\$0	(\$56,000)	\$0
Total	\$0	\$236,605	\$180,605	\$0
Total Revenues	\$1,228,360			
Total Expenditures	\$1,387,273			

Utility Funds

Fund 401: Water Fund	Revenues	Transfer In	Expenditures	Transfer Out
New Vehicle Assessment	\$0	\$0	\$0	\$56,250
Washington Street Improvement Increase	\$0	\$0	\$151,134	\$0
Central Well Filter Media Increase	\$0	\$0	\$30,000	\$0
Total	\$0	\$0	\$181,134	\$56,250

Utility Funds

Fund 402: Sewer Fund	Revenues	Transfer In	Expenditures	Transfer Out
New Vehicle Assessment	\$0	\$0	\$0	\$56,250
Washington Street Improvement Increase	\$0	\$0	\$102,491	\$0
Total	\$0	\$0	\$102,491	\$56,250

Utility Funds

Fund 408: Stormwater Fund	Revenues	Transfer In	Expenditures	Transfer Out
New Vehicle Assessment	\$0	\$0	\$0	\$112,500
24 th St E Emergency Storm Replacement	\$0	\$0	\$1,355,000	\$0
Total	\$0	\$0	\$1,355,000	\$112,500
Total Revenues	\$0			
Total Expenditures	\$1,863,625			

Internal Service Funds

Fund 550: Fleet Operations	Revenues	Transfer In	Expenditures	Transfer Out
Fuel Increase	\$0	\$0	\$25,000	\$0
Total	\$0	\$0	\$25,000	\$0
Fund 551: Information Technology	Revenues	Transfer In	Expenditures	Transfer Out
Intern (2026)	\$0	\$0	(\$13,070)	\$0
Server Replacement	\$0	\$0	\$5,000	\$0
Total	\$0	\$0	\$8,070	\$0

Internal Service Funds

Fund 555: Fleet Replacement	Revenues	Transfer In	Expenditures	Transfer Out
Vehicle Acquisition (4)	\$0	\$225,000	\$225,000	\$0
Replace Utility Locate Truck 33-011	\$0	\$0	\$60,000	\$0
Total	\$0	\$0	\$285,000	\$0
Total Revenues	\$225,000			
Total Expenditures	\$301,930			

Fiduciary Funds

Fund 605: Impact Fee Fund	Revenues	Transfer In	Expenditures	Transfer Out
Heritage Park Phase 3/4 Design	\$0	\$0	\$0	\$429,826
Puyallup River Trail Crossing	\$0	\$0	\$0	\$46,847
Tacoma/Puyallup Roundabout	\$0	\$0	\$0	\$236,605
Total	\$0	\$0	\$0	\$713,278
Total Revenues	\$0			
Total Expenditures	\$713,278			

Questions?

SUBJECT: Ordinance No. 2964 - Zoning Code Text Amendment - Childcare Centers

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2964 - Child Care Siting

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND: In 2025, the Washington State Legislature adopted Engrossed Substitute Senate Bill (ESSB) 5509 requiring cities and towns to allow child care centers, and the conversion of existing buildings for the use of child care centers, as an outright permitted use in all zones except industrial zones. Local regulations must be amended within two years of the effective date, no later than December 31, 2027.

The intent of ESSB 5509 is to expand access to care facilities, remove zoning and permit barriers for licensed providers, and to help the workforce by encouraging the development of more childcare centers. The Sumner Municipal Code already allows "family childcare homes" and "day care facilities" as either accessory, principal or conditional permitted uses.

The proposed Amendment would align with the state legislation through:

1. Amending the definition of "day care facility"; and
2. Allowing child care centers as an outright permitted use in all zones, except industrial zones where a conditional use permit will remain required; and
3. Adding reasonable parking requirements pertaining to drop-off/pick up zones.

The Planning Commission held a public hearing on April 2, 2026 and voted unanimously recommending approval of Ordinance No. 2964. This item was presented and discussed at a City Council Study Session on June 22, 2026.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 6/22/2026

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to approve Ordinance No. 2964, a zoning code text amendment addressing child care siting in the City.

**ORDINANCE NO. 2964
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING “TITLE 18 “ZONING CODE” OF THE SUMNER MUNICIPAL CODE TO AMEND DEFINITIONS AND REGULATIONS FOR FAMILY CHILD CARE HOMES AND DAY CARE CENTERS TO OUTHRIGHT PERMIT THEM IN ALL ZONES, EXCEPT INDUSTRIAL ZONES....

WHEREAS, Engrossed Substitute Senate Bill 5509 requires all Growth Management Act cities to allow child care centers as an outright permitted use in any zone, except as a conditional use in the industrial zones and open spaces; and

WHEREAS, child care centers and day care facilities remain distinguished from family child care homes, child care centers is defined as “an agency that regularly provides early childhood education and early learning services for a group of children for periods of less than 24 hours”; and

WHEREAS, the legislation requires cities to amend their development regulations to allow child care centers as a permitted use in any zone, except as a conditional use in industrial zones by December 31, 2027, with reasonable regulations pertaining to drop-off and pick-up zones; and

WHEREAS, removing permit and fiscal barriers for child care centers to locate in any residential zone supports the local and regional workforce through increasing child care availability; and

WHEREAS, the City of Sumner issued a SEPA Determination of Non-Significance on March 11, 2026 with a 15-day public comment period and provided notice consistent with SMC 18.56 and SMC 16.04; and

WHEREAS, the City has completed a public process including a duly noticed public hearing with the Planning Commission on April 2, 2026, and Council study session on June 22, 2026; and

WHEREAS, the City Council finds that Sumner Municipal Code amendments are necessary to implement state law relating to child care centers and said amendments are consistent with the City of Sumner Comprehensive Plan.

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

Section 1. Repeal Definition. That SMC 18.04.320 ““Day Care Facility” and sundry definitions are hereby repealed as follows:

~~18.04.0320 Day care facility.~~

~~"Day care facility" means an establishment regularly providing care for a group of children for periods of less than 24 hours. Separate requirements are adopted for the following subcategories of day care facilities:~~

~~A. "Family child care home" means a facility in the family residence of the licensee providing regularly scheduled care for 12 or fewer children, within a birth through 11 years of age range exclusively, for periods less than 24 hours.~~

~~B. "Family child day care home" means the same as "family child care home" and a child day care facility licensed by the state, located in the family abode of the person or persons under whose direct care and supervision the child is placed, for the care of 12 or fewer children, including children who reside at the home. Children not residing at the home are cared for during periods less than 24 hours.~~

~~C. "Family day care provider" means a licensed day care provider who regularly provides day care for not more than 12 children in the provider's home in the family living quarters.~~

~~D. "Child day care center" means a facility providing regularly scheduled care for a group of children one month of age through 12 years of age for periods less than 24 hours; except a program meeting the definition of a family child care home shall not be licensed as a day care center without meeting the requirements of WAC 388-150-020(5)(a).~~

Section 2. New Definitions. That SMC 18.04 "Definitions" is hereby amended to include two new definitions, "Child Care Center" and "Child Care Home" as follows:

SMC 18.04.242. "Child care center" means a state-licensed facility, other than a child care home, providing regularly scheduled care for a group of children one month of age through 12 years of age, including early childhood education and early learning services for periods of less than 24 hours.

SMC 18.04.243. "Child care home" means a licensed child care facility operated in the permanent residence of the provider that regularly provides care for 12 or fewer children, including children who reside at the home, for periods of less than 24 hours. A child care home shall not be licensed as a child care center without first meeting the requirements of the state.

Section 3. That SMC 18.12.010 "Principal uses" is hereby amended with a new section as follows:

18.12.020 Principal uses.

The following uses are permitted outright by right in the LDR district:

A. Small group homes;

B. Manufactured homes subject to the standards of SMC 18.12.080(N), but not to exceed one dwelling on any one lot, except for accessory dwellings as provided in SMC 18.12.030;

C. Minor utility facilities;

D. Single-family detached dwellings, but not to exceed one detached dwelling on any one lot, except for accessory dwellings as provided in SMC 18.12.030;

...

K. Community gardens.

L. Child care centers which:

1. Meet Washington State child care licensing requirements;

2. Comply with all land use development, building, fire, safety, health code and business licensing requirements;

3. Conform to lot size, building size, setbacks, and lot requirements of this chapter except if the structure is a legal nonconforming structure;

4. Comply with the applicable sign provisions in SMC 18.44.210, where applicable.

5. Meet the minimum requirements of the parking code in SMC 18.42.

Section 4. That SMC 18.12.030 “Accessory uses” in the Low-density residential district is hereby amended to read as follows:

18.12.030 Accessory uses.

Accessory uses permitted in the LDR district are uses and structures customarily appurtenant to the principally permitted uses, such as:

A. Accessory dwelling units subject to the following criteria:

...

B. Adult day-care home facilities which:

...

C. ~~Family Child day care home~~ ~~family child care home~~ which:

1. Meet Washington State child care licensing requirements;

2. Comply with all building, fire, safety, health code and business licensing requirements;

3. Conform to lot size, building size, setbacks, and lot requirements of this chapter except if the structure is a legal nonconforming structure;

4. Comply with the applicable provisions of the sign code of this title;

5. Make no structural or decorative alteration which will alter the ~~design single-family character~~ of an existing or proposed residential structure which would make it incompatible with surrounding residences.

Section 5. That SMC 18.14.020 “Principal permitted uses” is hereby amended to read as follows:

18.14.020 Principal permitted uses.

The following uses are permitted in all MDR and HDR districts unless otherwise specified:

- A. Townhouse and townhouse condominiums;
- B. Duplexes;
- C. Small or large group homes;
- D. Minor utility facilities;
- E. Cottage housing in accordance with the density standards set forth;
- ...
- P. Community gardens.
- Q. Child care centers which:

- 1. Meet Washington State child care licensing requirements;
- 2. Comply with all land use development, building, fire, safety, health code and business licensing requirements;
- 3. Conform to lot size, building size, setbacks, and lot requirements of this chapter except if the structure is a legal nonconforming structure;
- 4. Comply with the applicable sign provisions in SMC 18.44.210, where applicable.
- 5. Meet the minimum requirements of the parking code in SMC 18.42.

Section 6. That SMC 18.14.030 “Accessory buildings and uses” is hereby amended to read as follows:

18.14.030 Accessory buildings and uses.

Accessory buildings and uses permitted in the MDR and HDR districts are those uses customarily incidental or appurtenant to the principal permitted uses.

- A. Accessory dwelling units subject to the following criteria:
- ...

C. ~~Family~~ Child day care home ~~family child care home~~ which:

1. Meet Washington State child care licensing requirements;
2. Comply with all building, fire, safety, health code and business licensing requirements;
3. Conform to lot size, building size, setbacks, and lot requirements of this chapter except if the structure is a legal nonconforming structure;
4. Comply with the applicable provisions of the sign code of this title;
5. Make no structural or decorative alteration which will alter the design ~~single-family character~~ of an existing or proposed residential structure which would make it incompatible with surrounding residences.

Section 6. That SMC 18.16.020 “Principal and conditional uses” is hereby amended to read as follows:

		NC	GC	IC
1.	Accessory parks and recreation facilities, for use by on-site employees, <u>including on-site child care facilities</u>	P	P	P
	...			
16.	Existing residential dwellings lawfully constructed as of the effective date of the ordinance codified in this title	P	P	P
17.	Family Child care home in accordance with the provisions of SMC 18.16.025; and child care centers	P	P	P
	...			

Section 7. That SMC 18.16.025 “Family day care provisions” in the Commercial Districts is hereby amended to read as follows:

18.16.025 ~~Family~~ Child care home provisions.

A ~~family~~ child care home may be permitted as accessory to existing residential dwelling subject to the following. ~~They must:~~

- A. Meet Washington State child care licensing requirements.
- B. Comply with all building, fire, safety, health code and business licensing requirements.
- C. Conform to lot size, building size, setbacks, and lot requirements of this chapter except if the structure is a legal nonconforming structure.

D. Comply with the applicable provisions of the sign code of this title.

E. Make no structural or decorative alteration which will alter the design ~~single-family character~~ of an existing or proposed residential structure which would make it incompatible with surrounding residences.

Section 8. That SMC 18.18.020 “Principal, administrative and Conditional Uses,” section A, is hereby amended to read as follows:

A. The following table details permitted and conditionally permitted uses in the manufacturing districts. Where a "P" is indicated, the respective use in the same row is permitted in the zone classifications in the same column. Where an "A" is indicated or SMC 18.48.020(B) applies, the respective use in the same row is allowed through an administrative use permit. An administrative use permit shall be required and in full force and effect in order to establish said administrative uses. Where a "CUP" is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish said conditional uses. Where "--" is indicated, the respective use is not allowed. Where a "1" or "2" is indicated, there are different or supplemental regulations for that particular use within the Sumner manufacturing/industrial core overlay (MICO) pursuant to the notes at the bottom of this table.

		M-1	M-2	MICO (M-1/M-2)
1.	Accessory parks and recreation facilities for use by on-site employees, <u>including on-site child care facilities</u> ¹⁰	P	P	P
2.	Adult entertainment businesses, subject to chapter 18.38 SMC	P	P	P
3.	Agricultural activities, including mitigation banks	P	P	P
...				
14.	Day <u>Child care facilities</u> centers ¹⁰	CUP	--	CUP/--
...				
17.	Existing residential dwellings lawfully constructed as of the effective date of this title	P	P	P

¹Prohibited within 1,000 feet of residentially zoned lands.

²Within MICO, limited to 10,000 square feet of gross floor area per development site unless it is an accessory use.

...

⁷See performance standards in SMC § 18.18.060(V).

⁸See performance standards in SMC § 18.18.060(W).

⁹See performance standards in SMC § 18.18.060(X).

¹⁰Prohibited in and within 1,000 feet of high-hazard facilities.

Section 9. That SMC 18.42.050 “Loading spaces, nonpassenger,” is hereby amended with a new section (B) to read as follows:

18.42.050 Loading spaces, nonpassenger.

A. Off-street space for standing, loading and unloading services shall be provided in such a manner as not to obstruct freedom of traffic movement on streets and alleys. For all office and commercial uses, a minimum of one loading space shall be provided consisting of at least a 10-foot by 30-foot loading space with 14-foot height clearance, and for industrial uses, in addition to that required for office and commercial uses, a loading space of 12 feet by 65 feet with 14-foot height clearances for large trucks shall be provided.

B. For child care centers, a minimum of one drop off/pick up loading space for every 20 children enrolled shall be provided on-site at a minimum size of 8 feet by 20 feet, except in the residential district one off street parking space may be used. Drop off/pick up loading space must be located adjacent to the building or walkways to avoid children walking through parking areas.

Section 10. That SMC 18.44.210 “Signs permitted in residential districts,” is hereby amended under subsection (E) to read as follows:

A. Identification Signs.

1. Single-Family Dwellings. One identification sign is permitted for each occupancy. Only address and name of occupant is allowed on the identification sign. Said sign shall not exceed an area of two square feet, shall not exceed a height of six feet, shall be attached directly to a building, fence, standard or mailbox, and shall be unlighted or indirectly lighted. Signs identifying home occupations shall not be allowed.
2. Multifamily Complexes. Identification signs displaying the name and/or address of the complex are permitted as follows:
...

B. Single-Family Residential Sign. In addition to the other permitted signs, one single-family residential sign is permitted on the premises. Said sign shall be a freestanding or wall sign with a maximum size of six square feet in area and six feet in height. If freestanding, said sign shall be 10 feet from any property line. Said sign shall contain no commercial message and not advertise a home occupation.

C. Identification Sign for Conditional Use. One freestanding or wall sign identifying the conditional use is permitted for each street frontage up to a maximum of two signs on the premises. Said signs shall be a maximum of 40 square feet in area and 15 feet in height and set back 10 feet from any property lines, except that signs for a professional office use shall be a monument sign limited to a maximum of 20 square feet in area and five feet in height.

D. General Standards. All signs permitted under this section shall meet the following standards:

1. All signs are to be surface lit by external light sources rather than illuminated from inside except readerboard signs for schools and public facilities.
2. Neon tube signs are prohibited.

E. Other Signs Permitted.

1. Farm product identification signs per SMC § 18.44.160(H).
2. Neighborhood identification sign per SMC § 18.44.150.

3. Child care center is permitted one freestanding or wall sign for each street frontage up to a maximum of two signs on the premises. Wall signs shall be a maximum 10 square feet, and said freestanding sign shall be a monument sign limited to a maximum of 20 square feet in area and five feet in height.

Section 11. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity off the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 12. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 13. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection number; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 14. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 6th day of July, 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted: XXX XX, 2026
Date of Publication: XX XX, 2026 Online / XX ZZ, 2026
Effective Date: XX, XX, 2026