



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

August 17, 2026 6:00 PM

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below.

<https://sumnerwa-gov.zoom.us/j/81405869506>

Phone one-tap:

+12532050468,,81405869506# US

+12532158782,,81405869506# US (Tacoma)

Join via audio:

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

Webinar ID: 814 0586 9506

CALL TO ORDER

Pledge of Allegiance

Invocation

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

EXECUTIVE SESSION

RCW 42.30.110(1)(h) To evaluate the qualifications of a candidate for appointment to elective office, and RCW 42.30.110(a)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

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 August 3, 2026 regular council meeting and the 10th of August 2026 study session.
2. Approval of the checks and electronic payments in the amount of [\\$5,705,944.79](#).

PUBLIC HEARING

1. Ordinance No. 2974 - Intergovernmental Transfer of Bill Heath Sports Complex to Sumner-Bonney Lake School District

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. Design Commission Appointment
- b. Council Vacancy Appointment

4. Reports

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

5. 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 August 3, 2026 regular council meeting and the 10th of August 2026 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - August 3, 2026
2. Minutes - August 10, 2026

STAFF CONTACT: Michelle Converse

SUMMARY BACKGROUND:

Minutes from the previous meetings.

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



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

Staff present: Wilson, Ruth, Windish, Palmer, Steffens, Shannon, Beagle, McCurdy, Kosa, 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 – Taylor Ford

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

CONSENT AGENDA

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

1. Resolution No. 1756 - Authorizing 166th Avenue East Annexation Petition to be Circulated
2. Approval of the meeting minutes from the regular council meeting of July 6, 2026, July 20, 2026 and July 27, 2026 study session.
3. 24th Emergency Storm Repair - Construction Contract Ratification
4. Fryar Ave Trail - Design Contract Amendment
5. Salmon Creek Culverts - Design Contract Amendment
6. White River Restoration Project - Change Order 05
7. Harrison & State Sewer Project Change Order Ratification
8. Approval of Councilmember Malcolm Appointment to Public Safety Committee
9. Approval of checks and electronic payments in the amount of \$3,767,566.42

PASSED BY VOICE VOTE.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment**
Randall Adams, Sumner, WA.

3. New Business

a. **Ordinance No. 2973 – Updating the Development Fee Service Schedule**

MOVED BY HOCHSTATTER SECONDED BY KENNA TO APPROVE ORDINANCE NO. 2973 – UPDATING THE DEVELOPMENT FEE SERVICE SCHEDULE.

Development Services Director Doug Beagle addressed the Council.

COUNCILMEMBER KENNA ASKED TO AMEND THE ORDINANCE, SECTION 4(a) TO READ, ‘DEVELOPMENT REVIEW SERVICES SHALL TARGET FULL (100%) COST RECOVERY FOR COMMERCIAL PERMIT FEES AND 85% COST RECOVERY FOR RESIDENTIAL PERMIT FEES THROUGH THE ADOPTED FEE SCHEDULE.’ AND EXHIBIT A SHALL BE AMENDED TO INCORPORATE THIS AMENDMENT.

COUNCILMEMBER MALCOLM SECONDED THE MOTION.

COUNCILMEMBER KENNA THEN SPOKE TO THE AMENDMENT.

DISCUSSION ENSUED.

AMENDMENT PASSED 5-1, WITH DEPUTY MAYOR ELFERS VOTING NO.

ADDITIONAL DISCUSSION AND CLARIFICATION CONTINUED.

THE CLERK THEN CALLED THE ROLL FOR ORDINANCE NO. 2973 AS AMENDED.

PASSED BY ROLL CALL VOTE.

b. **Ordinance No. 2972 – Code Text Amendment – Food Tuck Pods**

MOVED BY WILSEY SECONDED BY ELFERS TO APPROVE ORDINANCE NO. 2972 – CODE TEXT AMENDMENT – FOOD TRUCK PODS

Assistant Planner Brayden Shannon addressed the Council.

PASSED BY ROLL CALL VOTE.

4. Reports

a. **Council**

Councilmember Wilsey reported on the July Public Safety Committee meeting. She ended her comments by announcing some upcoming events – Chalk Art Festival and the Sip and Stroll.

Deputy Mayor Elfers had nothing to report tonight.

Councilmember Evers had no report this evening.

Councilmember Hochstatter updated the Council and the public on the Community Development Committee. He spoke about the events going on Friday nights in Sumner stemming from Music off Main. He hopes next year that it will be even bigger.

Councilmember Malcolm has enjoyed the Music off Main concerts this year. Councilmember Malcolm has family on the east side of Washington, “our hearts go out to them.”

Councilmember Kenna is from the Spokane area, and concurred with Councilmember Malcolm regarding those affected by the fires in Eastern Washington. He then updated the public and the Council on the July Public Work Committee meeting.

b. City Administrator

**City Administrator Jason Wilson’s report included the following:
Upcoming Policy Issues:**

Upcoming Policy Issues:

August 10th – Study Session

- Council Vacancy Interviews

August 17th – Regular Council Meeting

- Council Appointment
- Public Hearing for Intergovernmental Transfer of Bill Heath Sports Complex
- Ordinance Ebikes/Emotorcycles

c. Mayor

Mayor Bowman addressed several items. She noted the fires occurring in Eastern Washington and extended thoughts and prayers to those affected. She reminded attendees of Coffee with Carla scheduled for Thursday, August 6 from 4–5 p.m. The Mayor also provided an update on the ongoing road striping project. She encouraged residents to participate in the final opportunity to complete the budget survey. Mayor Bowman concluded her remarks with a reminder about the Chalk Art Festival taking place on Saturday, August 8 from 3–8 p.m. at Loyalty Park.

EXECUTIVE SESSION

ADJOURNMENT

With no further business before the Council, Mayor Bowman adjourned the Regular Council meeting at 7:25pm.

ATTEST:

Michelle Converse, CMC, City Clerk

Carla S. Bowman, Mayor



Staff present: Wilson, Ruth, Windish, Johnstone, Steffens, Beagle, and Converse

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

THE MEETING WAS CALLED TO ORDER AT 6:05PM BY MAYOR BOWMAN.

STUDY SESSION BUSINESS

1. Council Vacancy Process

City Administrator Jason Wilson

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

EXECUTIVE SESSION

Mayor Bowman adjourned the regular meeting into Executive Session at 7:45pm for the purposes of evaluating the qualifications of a candidate for appointment to elective office per 42.30.110.(1)(h). There will be no action to follow.

The members then moved into a conference room for Executive Session which began at 7:53pm.

With no other business before the Council, the Mayor adjourned the meeting at 8:08pm

ADJOURNMENT

Michelle Converse, City Clerk

Attest:

Carla S. Bowman, Mayor

SUBJECT: Approval of the checks and electronic payments in the amount of
[\\$5,705,944.79.](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Signature Page

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

Checks and electronic payments since the last council meeting.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From:	39571	To:	39707	\$1,357,092.12
Use Tax (paid to WA State Department of Revenue)		7/2/2026	To:	7/22/2026	\$5.08
Voided Check(s)		39410	And:	39410	\$(77.00)
Voided EFT(s)			To:		
Voided Wire(s)					
AP Electronic (EFTs) Payments:	From:	1303	To:	1319	\$3,544,027.63
AP Wire(s):	From:	15545	To:	15550	\$51,754.11
Payroll & Benefits Electronic Payments	From:	7/10/2026	To:	7/23/2026	\$753,142.85
Payroll & Benefits Checks	From:		To:		
				TOTAL	\$5,705,944.79

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

9637E67F4A5C0461
Chief Financial Officer

7/23/2026 | 12:21 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:

\$5,705,944.79

Signed by:
Andy Elfers

E517A05F3CE439...
Mark Malcolm

9F70A98519F24CB
Committee Member

Committee Member

7/23/2026 | 5:06 PM PDT

Date
7/26/2026 | 7:13 PM PDT

Date

Date

SUBJECT: Ordinance No. 2974 - Intergovernmental Transfer of Bill Heath Sports Complex to Sumner-Bonney Lake School District

CATEGORY: Public Hearings

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Public Hearing Notice
2. BHSC Intergovernmental Transfer Presentation
3. Ordinance No. 2974 - Intergovernmental Transfer of Bill Heath Sports Complex to Sumner-Bonney Lake School District

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

The City of Sumner owns and operates, through a variety of land donations, the Bill Heath Sports Complex comprised of a baseball field, softball field, tennis courts, parking lot and the former Sk8 park. The sports complex has historically been underutilized due to poor lighting, soggy field conditions and insufficient City resources to operate and promote a successful and efficient rental and reservation program. The Sumner-Bonney Lake School District is growing rapidly, and has expressed a need for additional athletic facilities to accommodate its programming. Following years of negotiation, and input from the City Council, the City and the School District have come to an agreement on the terms of a property transfer, subject only to City Council final approval. The School District will pay the property's assessed value of \$3,363,700.00 and is committed to converting the fields from grass to field turf, improving/installing lighting in the parking lot, and making other necessary improvements to the complex, like the installation of a play structure. In addition, except when reserved for District or community sporting events, the majority of the complex will be open and available for community use. The City believes this is in the best interest of the community and that this intergovernmental transfer is being made for full and fair value, consistent with the requirements of RCW 39.33.

Intergovernmental Transfers require a public hearing. On July 20, 2026, Council approved Resolution No. 1755 setting the public hearing for August 17, 2026 at the Regular City Council Meeting at 6pm at Sumner City Hall.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel
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MEETING/STUDY SESSION DATE: 7/8/2026
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Hold a public hearing for the intergovernmental transfer of the Bill Heath Sports Complex to the Sumner-Bonney Lake School District.



**NOTICE OF PUBLIC HEARING
OF THE SUMNER CITY COUNCIL**

NOTICE IS HEREBY GIVEN that the City Council of the City of Sumner has fixed Monday, August 17, 2026, at approximately 6:00 p.m., in the Council Chambers in the City Hall at 1104 Maple Street, Sumner, Washington, during a duly noticed meeting of the City Council as the time and place for a hearing on the declaration of certain real property, ten parcels identified as parcel numbers 0520193208, 0520192163, 0520192138, 0520192135, 0520192134, 0520192126, 0520193180, 0520193181, 0520193182, and 0520193183 and commonly known as the Bill Heath Sports Complex (the Property) as surplus to the City's needs and authorizing the City to negotiate and execute an intergovernmental transfer of the property, authorized by RCW 39.33, to the Sumner-Bonney Lake School District who will continue to operate the Property as a sports and recreation complex. All persons who may desire to provide testimony are hereby notified to appear and present such testimony at such hearing.

Written comments concerning this item may be submitted to the City of Sumner, Attn: Michelle Converse, City Clerk, 1104 Maple Street, Suite 200, Sumner, WA 98390 or Michelledc@sumnerwa.gov. Written comments may be submitted prior to 5:00 p.m. the day of the hearing or at the public hearing.

Michelle Converse

City Clerk Michelle Converse, MMC

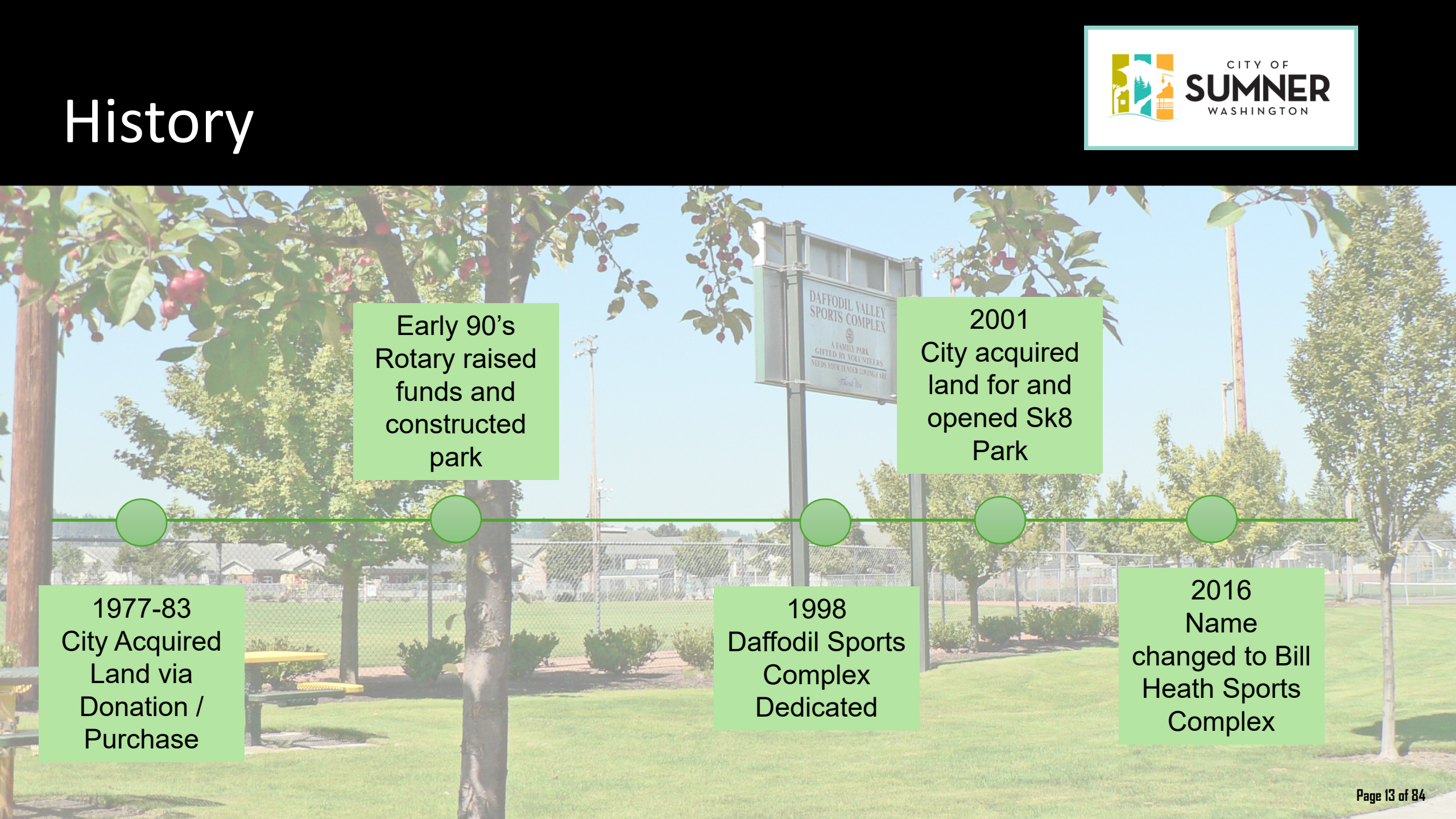
Published: July 29, 2026 (printed)

Posted: July 21, 2026

Intergovernmental Transfer of the Bill Heath Sports Complex

Public Hearing
August 17, 2026

History



Early 90's
Rotary raised
funds and
constructed
park

The background image shows a sunny day at a park with green grass, trees, and a chain-link fence. A tall sign for the Daffodil Valley Sports Complex is visible in the center. A horizontal timeline with green circular markers is overlaid on the image, with text boxes providing historical information at each point.

2001
City acquired
land for and
opened Sk8
Park

1977-83
City Acquired
Land via
Donation /
Purchase

1998
Daffodil Sports
Complex
Dedicated

2016
Name
changed to Bill
Heath Sports
Complex

Park Overview

- 7 Acres
- Grass ball field
- Volleyball Court (on SBLSD property)
- Basketball Court (5% City, 95% SBLSD)
- Tennis/pickleball (45% City, 55% SBLSD)
- Concession Stand
- Parking
- Primary Users: SBLSD, Wolfpack Football

Park Challenges

- Grass ball field
- Shared amenities and associated M&O
- Field lighting – end of life
- Lack of general lighting
 - Increase to vandalism
- Reservation management

Ownership

SBLSD owns/maintains north half as part of Daffodil Valley Elementary-and is already planning significant upgrades

City owns/maintains southern half.

Unique challenges with tennis courts and basketball court.



SBLSD Proposal

- SBLSD expressed a desire to acquire sports complex and then improve the overall complex with:
 - New synthetic turf fields
 - Lights
 - Restroom and concession stand improvements
 - Toddler playground
 - Tennis/pickleball courts



*Better
Together!*

**SBLSD needs + District \$ + City needs = Community
amenity**

Purchase and Sale Agreement Terms



Purchase price \$3,363,700



Bill Heath name to remain for
at least 15 years



A new children's playground
open 6am – 10pm



Basketball & tennis courts remain
open 6am – 10pm



Public parking available consistent
with other district properties



Purchase Proceeds

Deeds require proceeds be used for playground / recreation purposes.

Proceeds will be deposited in a parks capital fund to be allocated during the budget process.

Staff recommendation is to utilize funds for new park development on the Bennet Property.



Process



PUBLIC HEARING



CITY OF
SUMNER
WASHINGTON

ORDINANCE NO. 2974

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DECLARING THE BILL HEATH SPORTS COMPLEX SURPLUS REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF THE SURPLUS REAL PROPERTY BY INTERGOVERNMENTAL DISPOSITION UNDER RCW CHAPTER 39.33, TO SUMNER-BONNEY LAKE SCHOOL DISTRICT; APPROVING THE TERMS AND CONDITIONS OF A TRANSFER AGREEMENT BETWEEN THE PARTIES; DIRECTING THE CITY'S USE OF THE SALE PROCEEDS FOR PARK PURPOSES; AND RE-CONFIRMING THE CITY'S OBLIGATIONS FOR PERMIT REVIEW TO THE CORPORATION OF THE CATHOLIC ARCHBISHOP OF SEATTLE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, through various donations, the City of Sumner ("City") acquired ten parcels which collectively comprise the sports facility known as the "Bill Heath Sports Complex", located on property identified as parcel numbers 0520193208, 0520192163, 0520192138, 0520192135, 0520192134, 0520192126, 0520193180, 0520193181, 0520193182, and 0520193183 (the "Property"); and

WHEREAS, the City currently operates the Bill Heath Sports Complex (the "Complex"), but persistent wet soil conditions, natural grass limitations, and inadequate lighting have historically restricted year-round public use; and

WHEREAS, a portion of the Property formerly housed the City's Sk8 Park, which the City demolished in 2025 following years of repeated damage and vandalism; and

WHEREAS, the City has repeatedly sought but not secured public grant funding for improvements—such as synthetic turf and enhanced lighting—that would increase use of the Complex; and

WHEREAS, the Sumner-Bonney Lake School District (the "District") is undertaking a multi-phase Sumner High School Modernization Project and has expressed a need for additional athletic facilities; and

WHEREAS, the District owns property adjacent to the Complex and jointly owns with the City the courts located at the northeast corner of the Complex; and

WHEREAS, the District has the financial capacity to upgrade the Complex, which upgrades include installing synthetic turf, constructing a children's play area, and improving associated facilities, inclusive of field and parking lot lighting; and

WHEREAS, following passage of Resolution No. 1755 and a public hearing on August 17, 2026, the City Council has determined that the Complex is surplus real property, and the City desires to transfer the Complex to the District for valuable consideration that reflects the Complex's fair market value; and

WHEREAS, upon transfer, the District will own the Property and operate it as a sports and recreational complex with facilities open to the general public subject to reasonable conditions consistent with the Transfer Agreement; and

WHEREAS, the Property is surplus to the City's needs and may be conveyed to the District for full and fair value pursuant to the intergovernmental property transfer provisions of RCW Chapter 39.33; and

WHEREAS, certain of the conveyance deeds contain restrictive covenants related to future land use reviews and use of any sale proceeds, and the City intends to re-affirm its obligations to comply with those specific restrictive covenants confirmed below; and

WHEREAS, RCW 39.33.020 requires a duly noticed public hearing before disposing of surplus real property valued in excess of \$50,000; and

WHEREAS, the City Council held the required public hearing on **August 17, 2026**.

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

Section 1. Declaration of Surplus Property. The City Council hereby declares that the Bill Heath Sports Complex is surplus City-owned real property and authorizes its conveyance by intergovernmental transfer as detailed in Section 2.

Section 2. Intergovernmental Transfer Authorized. The City Council of the City of Sumner finds that it is in the best interest of the City to dispose as surplus the real property legally described on the attached **Exhibit A** and depicted on the attached **Exhibit B**, commonly known as the Bill Heath Sports Complex, and convey it by intergovernmental transfer to the Sumner-Bonney Lake School District.

Section 3. Agreement Approved. The City Council of the City of Sumner hereby approves the terms of the Transfer Agreement between the City of Sumner and the Sumner-Bonney Lake School District attached hereto as **Exhibit C** and through this approval authorizes the Mayor to execute and administer the Transfer Agreement and any other documents necessary to effectuate, finalize, and close out the transfer.

Section 4. Restriction on Sale Proceeds. All proceeds received as a result of this intergovernmental disposition shall be held by the City's Finance Department in a reserve fund and shall only be expended to fund one or more projects identified on the City's Parks, Trails and Open Space Plan as adopted and effective as of the date of this ordinance or hereafter amended by ordinance through required City Council action.

Section 5. Confirmation of Restrictive Covenant. The City hereby reaffirms its obligation to honor and satisfy the terms and conditions of that certain restrictive covenant set forth in the Quit Claim Deed recorded under Pierce County Auditor's Recording No. 200107130059 pertaining to review of any future permit applications submitted by the Corporation of the Catholic Archbishop of Seattle relating to certain real property owned by the Corporation of the Catholic Archbishop of Seattle abutting the real property identified in Section 1 of this ordinance. The Quit Claim Deed with restrictive covenant is attached hereto as **Exhibit D**.

Section 6. 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 7. Effective Date. This ordinance shall take effect five (5) days from the date of publication in the City's official newspaper.

Section 8. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection number; or references to other local, state, or federal laws, codes, rules, or regulations.

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.

Carla S. Bowman, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel A: (051920-2-134)

The South 339.01 feet of the East 122 feet of the West 1176.98 feet as measured along the South line of Government Lot 2, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington.

Parcel B: (051920-2-135)

The South 339.01 feet of the East 122 feet of the West 1054.95 feet as measured along the South line of Government Lot 2, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington.

Parcel C: (051920-2-138)

The South 339.01 feet of the East 122 feet of the West 932.95 feet as measured along the South line of Government Lot 2, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington.

(Also known as a portion of revised Parcel 'A' of Boundary Line Adjustment recorded under Recording No. 9909230343.)

Parcel D: (051920-2-163)

Parcel B, City of Sumner Lot Line Adjustment recorded under Recording No. [9902095001](#), records of Pierce County, Washington.

Parcel E: (051920-3-180)

The East 122 feet of the West 932.98 feet of the North half of the North half of Government Lot 3, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington;

Except that portion conveyed to the City of Sumner for right of way recorded under Recording No. 9807290254.

(Also shown as portion of revised Parcel C of Boundary Line Adjustment recorded under Recording No. 9909230343.)

Parcel F: (051920-3-181)

The East 122 feet of the West 1054.98 feet of the North half of the North half of Government Lot 3, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington;

Except that portion conveyed to the City of Sumner for right of way in deed recorded under Recording No. 9807290255.

EXHIBIT A

Parcel G: (051920-3-182)

The East 122 feet of the West 1176.98 feet of the North half of the North half of Government Lot 3, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington;

Except that portion conveyed to the City of Sumner for right of way in deed recorded under Recording No. 9807290256.

Parcel H: (051920-3-183)

The North half of the North half of Government Lot 3, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington;

Except the West 1176.98 feet thereof;

Also Except the East 30 feet conveyed to the City of Sumner recorded under Recording No. 9310290092;

And Except that portion conveyed to the City of Sumner for right of way in deed recorded under Recording No. 9807290257.

Parcel I: (051920-3-208)

The South 110.00 feet of the East 55.00 feet of Parcel A of the City of Sumner Lot Line Adjustment recorded under Recording No. [9902095001](#), in Government Lots 2 and 3, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington;

Except that portion conveyed to the City of Sumner for right of way in deeds recorded under Recording Nos. 9809090405 and 9809090406, which is a correction of deed recorded under Recording No. 9712100610;

(Also shown as a portion of Parcel B of Boundary Line Adjustment recorded under Recording No. 200106200171.)

Parcel J: (051920-2-126)

The South 339 feet of Government Lot 2, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington, lying East of the following described line: The West line of that certain parcel described under Deed dated December 29, 1977 and recorded February 22, 1978 under Recording No. 2801302, extended North across the South 339 feet of said Government Lot 2;

Except that portion conveyed to the City of Sumner for right of way in deed recorded under Recording No. 9310290093.

All situate in the City of Sumner, County of Pierce, State of Washington.

EXHIBIT A

EXHIBIT B
ILLUSTRATIVE MAP OF PROPERTY

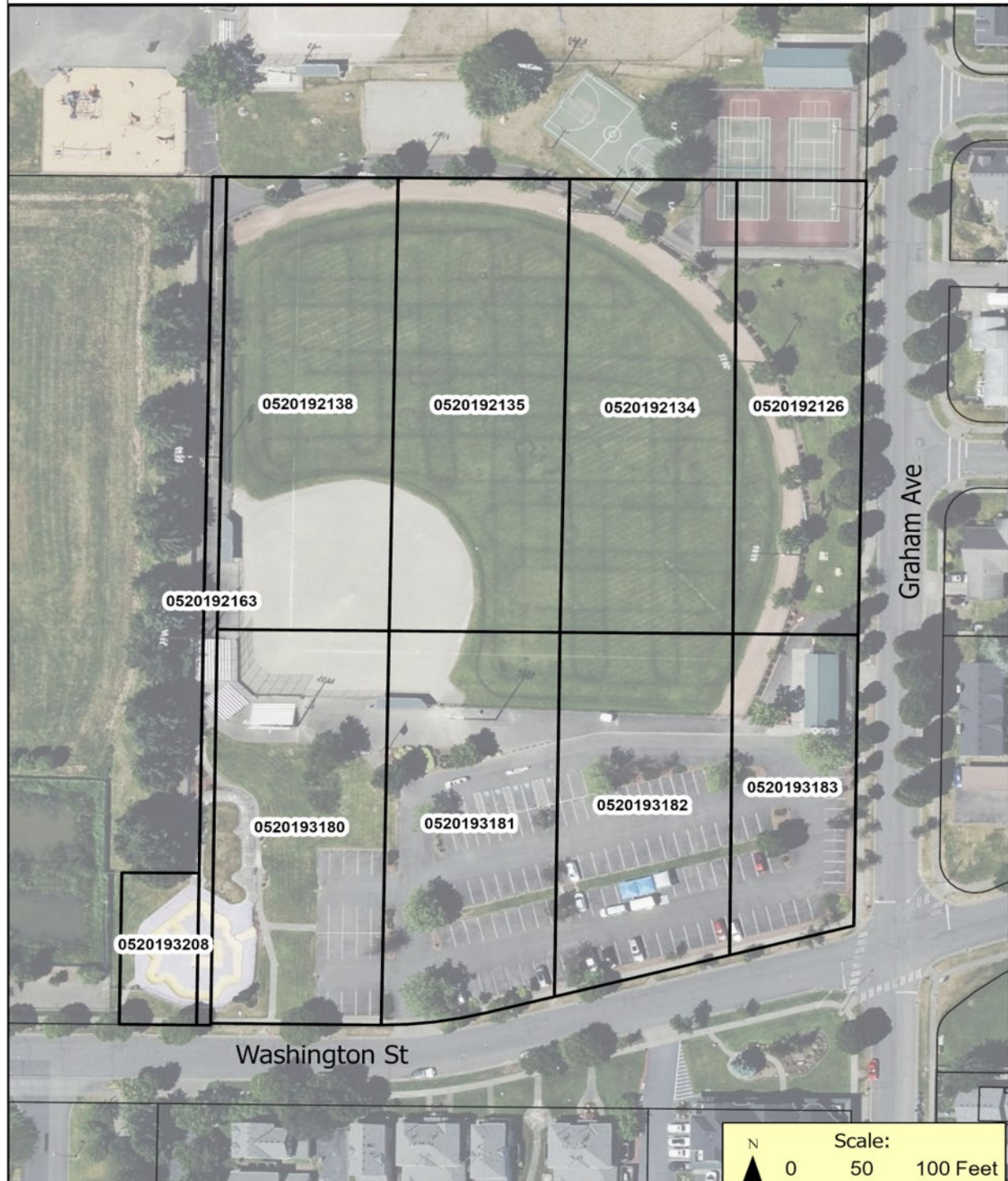


EXHIBIT B

INTERGOVERNMENTAL DISPOSITION OF PROPERTY AGREEMENT WITH EARNEST MONEY DEPOSIT

THIS INTERGOVERNMENTAL DISPOSITION OF PROPERTY AGREEMENT (“**Transfer Agreement**” or “**Agreement**”) is dated this _____ day of _____, 2026 (the “**Reference Date**”), by and between **CITY OF SUMNER**, a Washington municipal corporation (hereinafter, “**Seller**” or the “**City**”) and **SUMNER-BONNEY LAKE SCHOOL DISTRICT NO. 320**, a Washington municipal corporation (hereinafter, “**Purchaser**” or the “**District**”). The Seller and Purchaser shall also hereinafter from time to time be referred to herein as a “party” or collectively as the “parties” to this Agreement. The last party’s execution date of this Agreement shall be referred to herein as the “**Effective Date**” of this Agreement.

I. RECITALS

A. The City is the owner of certain real property referenced herein as the “**Bill Heath Sports Complex**” which contains approximately 6.7 acres, comprised of ten parcels, and located between Washington Street and Graham Avenue, Sumner, Washington, and commonly known as Pierce County Parcel Nos. 0520193208, 0520192163, 0520192138, 0520192135, 0520192134, 0520192126, 0520193180, 0520193181, 0520193182, and 0520193183, legally described on ***Exhibit A*** and illustratively depicted on ***Exhibit B***, attached hereto.

B. The District is the owner of certain real property, adjacent to the Bill Heath Sports Complex, known as Sumner High School, which abuts Washington Street, Valley Avenue, and Main Street. Sumner High School has been located in the City on Main Street since approximately the early 1900s. In 2021, the District commenced modernization of Sumner High School under a multi-phased Master Plan Project (the “**Master Plan**”) approved by the City. Phase I of the Sumner High School Master Plan was completed in 2023. With passage of the 2024 Capital Bond, overwhelmingly approved by the voters of the District, the District is proceeding to fully build out the Sumner High School Master Plan. In conjunction with the Master Plan, the District intends to construct additional athletic facilities to support its physical education and athletic programs available to students and families of the District and for the benefit of the greater community. The District intends to construct a state-of-the art synthetic turf baseball field with bleachers and associated improvements, including field and parking lighting to allow year around use of the field, improved tennis and basketball courts, a children’s playground area, and restrooms.

C. The Intergovernmental Disposition of Property Act, RCW ch. 39.33, provides a process for the disposition of real property between governmental entities upon public notice and, due to the value of the Bill Heath Sports Complex, requires a public hearing pursuant to RCW 39.33.020.

D. By City Council action approved by Ordinance on September 8, 2026, the City determined and declared that the Bill Heath Sports Complex is no longer needed for City purposes, and is for sale to the District in accordance with the statutory requirements under RCW 39.33.020.

E. The purpose of this Agreement is to memorialize in writing the parties' agreement on the terms and conditions for conveyance of the Bill Heath Sports Complex to the District (also referenced herein as the "**Real Property**").

F. This Agreement sets forth the rights and obligations of Seller to sell, convey, and assign the Real Property to Purchaser and Purchaser to acquire all right, title and interest in Seller's Real Property under the terms and conditions set forth herein below.

II. AGREEMENT

In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein as a substantive, contractual part of this Agreement.

2. **Property.**

2.1 Purchaser agrees to purchase, and Seller agrees, under the terms and conditions set forth below to sell and convey the Real Property together with any and all physical improvements and infrastructure in its "AS IS" condition, as defined under Section 11, below, located on the Real Property, including any and all utilities and any beneficial easements or instruments, entitlements, rights, and approvals related to development or use of the Real Property (hereinafter, collectively, the "**Subject Property**"). For the avoidance of doubt, the term "Subject Property" shall not include any personal property of Seller.

2.2 Seller and Purchaser acknowledge and agree that if the legal description set forth on *Exhibit A* is not accurate, Seller and Purchaser agree to amend this Agreement to conform the legal description to the final Title Policy to be insured by the Title Company as described under Section 8 below.

3. **Purchase Price.** The total purchase price for the Subject Property shall be Three Million Three Hundred Sixty-Three Thousand Seven Hundred and No/100 Dollars (\$3,363,700.00) (the "**Purchase Price**"), as determined to be fair market value by an MAI Appraisal, including earnest money deposited with Closing Agent (as defined under Section 12.2 below) in accordance with Section 4, due and payable in cash at Closing, as set forth under Section 12.1 below.

4. **Earnest Money Deposit.**

4.1 Within five (5) business days of the Effective Date of this Agreement, Purchaser shall deliver to Closing Agent (as defined under Section 12.2 below) the sum of Forty-Five Thousand and No/100 Dollars (\$45,000.00) in cash, as an earnest money deposit (the “**Deposit**”). The Deposit shall become non-refundable after waiver or satisfaction of the last expiration date of all of the Contingencies under Section 5.1 and subparagraphs thereunder, (i) absent Seller’s default under this Agreement and (ii) except as otherwise provided under this Agreement. The Deposit shall be applied towards the Purchase Price upon Closing.

5. **Contingencies/Closing Conditions.**

5.1 **Contingencies.**

5.1.1 **Seller’s Contingency.** The Seller's duty to sell the Subject Property and to close the transaction contemplated under this Agreement on the Closing Date (as defined herein below under Section 12.1) is expressly conditioned upon the satisfaction of the following Conditions:

5.1.1(a) **Seller’s Council Approval of Transfer Agreement.** On or before September 8, 2026 (the “**Seller’s Council Approval Contingency Period**”), Seller’s Council shall publish an Ordinance, to be voted upon by Seller’s Council, in a properly noticed open, public meeting, in Seller’s Council’s sole and absolute discretion, the terms and conditions of this Agreement.

5.1.2 **Purchaser’s Contingencies.** The Purchaser's duty to purchase the Subject Property and to close the transaction contemplated under this Agreement on the Closing Date (as defined hereinbelow under Section 12.1) is expressly contingent upon the satisfaction of the following Contingencies:

5.1.2(a) **Purchaser’s Board Approval.** On or before August 18, 2026 (“**Purchaser’s Board Approval Contingency Period**”), Purchaser’s Board of Directors shall approve in a properly noticed open, public meeting, in Purchaser’s Board’s sole and absolute discretion, the terms and conditions of this Agreement.

5.1.2(b) **Purchaser’s Due Diligence Review.** On or before twenty (20) calendar days following the Effective Date (“**Due Diligence Review Contingency Period**”), Purchaser shall determine, in Purchaser’s sole and absolute discretion, at Purchaser’s sole expense, that the Property is feasible for Purchaser’s intended use of the Property. Such Feasibility Review of all aspects of the Property may include, but shall not be limited to: review of any all instruments, documents, records, encumbrances, agreements, contracts, title, or permitting review and such other review as Purchaser deems necessary and appropriate, in Purchaser’s sole and absolute discretion. Purchaser acknowledges that Purchaser had physical access to the Subject Property, for environmental, soil, and groundwater testing, in accordance with Right of Entry consents in 2025 and 2026.

5.1.2(c) Agreements, Contracts, Memoranda, Documents and Records. On or within five (5) business days of a request from Purchaser, Seller shall provide, any and all formal or informal agreements, contracts, letters, electronic record or memoranda of understanding or agreement, or any document or record of any nature whatsoever a reasonably prudent purchaser of property would consider material to or associated with the Subject Property, which has not been previously provided by Seller, including but not limited to any rights, title, or interests or any claim of rights, title, or interests in the name of or the Subject Property, including but not limited to, a list of all utility providers, service providers or supply vendors.

5.2 Closing Conditions.

5.2.1 Representations of Seller. Each of Seller's representations and warranties set forth under Sections 10.1.1 through 10.1.10 below shall be true and correct in all material respects as of the Effective Date and as of the Closing Date.

5.2.2 Seller Covenants. Seller shall have complied with, fulfilled, and performed in all material respects each covenant, term, and condition to be complied with, fulfilled, or performed by Seller under this Agreement on or before the Closing Date.

5.2.3 Purchaser Covenants. Purchaser shall have complied with, fulfilled, and performed in all material respects each covenant, term, and condition to be complied with, fulfilled, or performed by Purchaser under this Agreement on or before the Closing Date.

5.2.4 No Material Change to Subject Property. There shall be no material adverse change to the Subject Property or to the authority of Seller to sell the Subject Property on or before Closing.

5.2.5 Title Policy Delivery. Prior to Closing, Purchaser obtaining evidence satisfactory to Purchaser, in Purchaser's sole discretion, that the Title Company (as defined below under Section 8) is prepared to issue to Purchaser a policy of Title Insurance for extended coverage with such endorsements designated by Purchaser and consistent with Purchaser's Permitted Exceptions (as defined below under Section 8).

5.2.6 Seller Deliveries. At Closing, Seller shall deliver to Purchaser, Title Company, and/or Closing Agent, as the case may be, the following:

5.2.6(a) An Ordinance, duly adopted by the City Council, in accordance with all proper and required City notice, hearing, adoption, and publication procedures: (i) confirming that the Subject Property has been declared surplus and the approval of terms and conditions of this Agreement with signing authority granted to the Mayor or Mayor's designee; (ii) confirming that the purchase proceeds will be held by the City's Finance Department in a reserve fund and shall only be expended to fund one or more projects identified on the City's Parks, Trails and Open Space Plan as currently adopted or hereafter amended; and

(iii) reaffirming the City's obligation to honor and satisfy the terms and conditions of that certain restrictive covenant set forth in the Quit Claim Deed recorded under Pierce County Auditor's Recording No. 200107130059 pertaining to review of any future permit applications submitted by the Corporation of the Catholic Archbishop of Seattle relating to certain real property owned by the Corporation of the Catholic Archbishop of Seattle abutting the Bill Heath Sports Complex.

5.2.6(b) A letter duly executed by the City Administrator and delivered to the Title Company, confirming, consistent with the City's governance authority, that the: (i) City's Planning Commission, as a legislative and advisory body, and is not vested with the authority to review or approve any site development, building, or construction-related permit application and associated development documents (collectively, "Planning Commission Authority Letter") relating to the Subject Property and (ii) the City's Development Services Department is the sole body vested with authority to review and approve any and all Development Permits in the City of Sumner.

5.2.6(c) A Closing Agreement (the "**Rental or Use Agreement**") agreed upon between Seller and Purchaser, in the exercise of each party's reasonable discretion, the terms of which shall include, among other terms and conditions, the disposition of any City-identified users or rentals of the Subject Property scheduled after the Closing Date.

5.2.6(d) A Closing Agreement (the "**Property Name Agreement**") agreed upon between Seller and Purchaser, in the exercise of each party's reasonable discretion, the terms of which shall include, among other terms and conditions: (i) the District shall be required to maintain and designate, the name of the Subject Property as the "Bill Heath Sports Complex", for a period of fifteen (15) years from the date of recordation of the Deed, as defined below under Section 9, with the Pierce County Auditor (the "**Property Name Agreement Term**"), and (ii) upon expiration of the Property Name Agreement Term, said Closing Agreement, shall automatically terminate and shall be null and void without any further action by either Seller or Purchaser.

5.2.6(e) A Closing Agreement ("**Facilities Agreement**") agreed upon between Seller and Purchaser, in the exercise of each party's reasonable discretion, the terms of which shall include, among other terms and conditions: (i) the District shall be required to maintain or construct, as appropriate, but subject to such improvements, as determined by the District, in its sole and absolute discretion, the tennis courts, the basketball court, and a children's playground area (collectively, the "**Facilities**") and (ii) the Facilities shall be open without any charge or application to the general public 365 days a year from 6:00 AM to 10:00 PM subject to following conditions: (ii(w)) the District's right to close the Facilities from time to time for periods associated with maintenance, repair, construction, re-construction or safety of users of the Facilities; (ii(x)) the basketball court may be relocated, at the sole and absolute discretion of the District; (ii(y)) the District shall have the right to separate the Facilities by fencing, installed at the District's expense, from other uses, improvements, and operations on the Subject Property provided access to the Facilities shall remain available to the general public

from the public right-of-way; and (ii(z)) the parking lot associated with the Facilities shall be available to the public for parking consistent with the District's management of its parking lots at its school sites.

5.2.6(f) Written confirmation of Seller's termination of any third party contracts or agreements, including but not limited to service, utility, or supply vendor contracts or agreements, associated with or relating, in any manner, to the Subject Property; provided, however, to the extent utilities or any other agreement require post-Closing action, Seller and Purchaser shall enter into a "**Third-Party Termination Agreement**" relating to the Subject Property, approved by Seller and Purchaser, in the exercise of their reasonable discretion, the terms of which will address, among other terms, the relocation, disconnection, separation, transfer or such other disposition of all utility facilities serving the Subject Property.

5.2.6(g) Removal by Seller, not less than five (5) business days prior to the Closing Date (as defined under Section 12.1 below), of all personal property, including but not limited to equipment, any products or supplies, vehicles, and such other personal property (collectively, the "**City Personal Property**") used or owned by Seller on the Subject Property; provided, however, Purchaser shall have the right, but not the obligation to inspect the Subject Property not less than three (3) business days prior to Closing to determine that City Personal Property has been removed. In the event such City Personal Property has not been removed, upon written notice from Purchaser to Seller, that Purchaser has determined Seller has not removed the City Personal Property, the Closing Date (defined under Section 12.1 below) shall be automatically extended by five (5) business days. Within three (3) business days after said Closing extension, Purchaser shall re-inspect the Property to determine if the City Personal Property has been removed from the Subject Property.

5.2.6(h) An affidavit executed by Seller that Seller is not a "foreign person" as defined in Internal Revenue Code §1445.

5.2.6(i) An Owner's Affidavit executed by Seller, as may be required by Title Company, based upon Purchaser's election of extended title coverage.

5.2.6(j) A Bargain and Sale Deed, approved by Seller and Purchaser (with required Real Estate Excise Tax Affidavit) consistent with the terms and conditions of this Agreement and as further described under Section 9 below.

5.2.6(k) Conveyance by Seller of all right, title, and interest of that portion of Drainage District No. 11 Easement under Recording No. 8502080183 traversing both the Subject Property and that portion of certain abutting real property commonly known as Daffodil Valley Elementary School (Pierce County Parcel No. 0520192137).

5.2.7 Purchaser Deliveries. At Closing, Purchaser shall deliver to Seller, Title Company, and/or Closing Agent, as the case may be, the following:

5.2.7(a) the Purchase Price, less the Deposit, as described under Section 4 above.

5.2.7(b) The counter-original of the Rental or Use Agreement described under Section 5.2.6(c) above.

5.2.7(c) The counter-original of the Property Name Agreement described under Section 5.2.6(d) above.

5.2.7(d) The counter-original of the Facilities Agreement described under Section 5.2.6(e) above.

5.2.7(e) The counter-original of the Third-Party Termination Agreement to the extent necessary as described under Section 5.2.6(f).

5.2.7(f) The counter-original of the Real Estate Excise Tax Affidavit.

5.2.7(g) To the extent appropriate, acknowledgement and consent of the counter-original of that certain conveyance described in Section 5.2.6(k)

5.3 Notice of Satisfaction or Waiver of Contingencies.

5.3.1 Seller shall notify Purchaser in writing of satisfaction or waiver of the Seller Contingency set forth above within the time period designated under Paragraph 5.1.1(a). In the event that Seller gives notice of rejection or fails to provide written notice of satisfaction or waiver of the Contingency set forth under Paragraphs 5.1.1(a) within two (2) business days of the time period defined therein, this Agreement shall be deemed to be terminated and all rights and obligations of the parties shall be terminated except as otherwise provided under this Agreement and Purchaser's Deposit shall be fully refundable to Purchaser, provided that should the Deposit be returned, both parties shall be relieved of and released from any further liability under this Agreement.

5.3.2 Purchaser shall notify Seller in writing of satisfaction or waiver of Purchaser Contingencies set forth above within the time periods set forth under Paragraphs 5.1.2(a), 5.1.2(b), 5.1.2(c), and 5.1.2(d). In the event that Purchaser gives notice of rejection or fails to provide written notice of satisfaction or waiver of the conditions set forth under Paragraphs 5.1.2(a), 5.1.2(b), 5.1.2(c) and 5.1.2(d) within the time periods defined therein, this Agreement shall be deemed to be terminated and all rights and obligations of the parties shall be terminated except as otherwise provided under this Agreement and Purchaser's Deposit shall be fully refundable to Purchaser.

6. **Right of Access to, Inspections, and Entry Upon Subject Property.**

6.1 Although Purchaser has been provided under a Right of Entry Agreement with a reasonable opportunity for inspection and evaluation of the Subject Property by its representatives and consultants, selected by Purchaser, Purchaser and its representatives and consultants shall be permitted reasonable access to the Subject Property under this Agreement during reasonable hours for any additional inspection or surveying prior to Closing. Purchaser shall give Seller, through communication to Jason Wilson, City Administrator, and Derek Barry, City Community Services Manager, not less than three (3) business days advance notice, by email (jasonw@sumnerwa.gov/derekb@sumnerwa.gov) of its inspection of the Subject Property, identifying the individual(s) and entity conducting the inspection and describing the nature of the inspection to be undertaken; provided, however, to the extent that Purchaser desires to conduct any invasive testing or any other disturbance, of any nature, of the Real Property, Purchaser shall obtain the written consent of Seller which shall not be unreasonably withheld, conditioned, or delayed. Purchaser and its representative and consultants represent and warrant that it will conduct any inspections or examination of the Subject Property in a professional manner and with the minimum disruption to any ongoing operation, function, and activities of, on, or about the Subject Property.

6.2 Purchaser shall indemnify, defend and hold Seller harmless from and against all losses, damages, liabilities, claims, fines, penalties, causes of action and expenses (collectively “Claims”) arising from or relating to the activities of Purchaser or its agents, employees, representatives, consultants or contractors on the Subject Property, including but not limited to clean-up costs related to the presence of Hazardous Materials solely attributable to Purchaser's presence or activities, provided that such obligation shall not apply to Claims resulting from pre-existing conditions, (other than to the extent such pre-existing conditions have been exacerbated by or from the activities of Purchaser or its agents, employees, representatives, consultants or contractors on the Subject Property before Closing). If Purchaser does not purchase the Subject Property, Purchaser shall restore or repair any damage to the Subject Property associated, related to, or caused by Purchaser's presence or activities on or about the Subject Property. The terms of this Section 6.2 shall survive Closing or termination of this Agreement.

6.3 For purposes of Section 6, “**Hazardous Materials**” shall mean any substance, chemical, waste, or other material which is listed, defined or otherwise identified as “hazardous” or “toxic” under any federal, state, local or administrative agency ordinance or law, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Federal Water Pollution Control Act, U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 4701 et seq., or analogous state or local statute or ordinance, or any regulation, order, or rule adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, asbestos, and “source,” “special nuclear” and “by-product” material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

7. **Seller Property Disclosure Statement.**

7.1 Purchaser waives the right to receive a Seller Property Disclosure Statement (commonly known as "Form 17," under RCW Ch. 64.06 referred to as the "Seller Disclosure Statute") except Seller shall provide Purchaser, upon execution of this Transfer Agreement, with responses to the Environmental Section of Form 17, as attached hereto as *Exhibit C*.

8. **Title Insurance and Condition of Title.**

8.1 As of the Reference Date, Seller has obtained and Purchaser has received a copy of a preliminary commitment (the "**Commitment**") on the Subject Property (the "**Title Policy**") from Stewart Title Guaranty Company of Washington ("**Title Company**") under Order No. 25000200928 together with a copy of the documents forming the basis for each exception therein (the "**Exception Documents**"). Within ten (10) calendar days from the Effective Date of this Agreement, Purchaser shall advise Seller in writing of Purchaser's approval or disapproval of the Commitment in Purchaser's sole discretion (the "Title Review Period"), setting forth with specificity the item(s) which Purchaser disapproves. The failure to waive any Exception to Title shall deem to be a "**Permitted Exception**". If Purchaser indicates its disapproval of the status of title, then Seller shall advise Purchaser within five (5) calendar days thereafter whether Seller can and will remove the items Purchaser disapproves. Seller shall have no duty or obligation of any kind or nature to remove items to which Purchaser objects and may, in its sole and absolute discretion, choose not to remove any or all of such objectionable items. If Seller does not indicate that it will remove all such objectionable items, then, unless within five (5) days thereafter Purchaser advises Seller in writing that Purchaser is waiving its remaining title objections, this Agreement shall thereupon be terminated, and the Deposit shall be returned to Purchaser.

8.2 Within three (3) calendar days of receipt of any updated, amendment or supplement to the Commitments (and in any event prior to Closing), Purchaser shall advise Seller in writing of Purchaser's approval or disapproval thereof in Purchaser's sole discretion, setting forth with specificity the item(s) which Purchaser disapproves. If Purchaser indicates its disapproval of any such item, then Seller shall advise Purchaser within three (3) calendar days thereafter (and in any event prior to Closing) whether Seller can and will remove the items Purchaser disapproves. Seller shall have no duty or obligation of any kind or nature to remove items to which Purchaser objects and may, in its sole and absolute discretion, choose not to remove any or all of such objectionable items. If Seller does not indicate that it will remove all such objectionable items, then, unless Purchaser advises Seller in writing that Purchaser is waiving its remaining title objections, this Agreement shall thereupon be terminated, and the Deposit shall be returned to Purchaser.

8.3 At Purchaser's sole option and at Purchaser's sole expense, Purchaser shall be responsible for bearing the expense of obtaining an American Land Title Association ("**ALTA**") Survey, owner's extended form title insurance coverage, and any such special endorsements requested by Purchaser.

9. **Conveyance.** Title shall be conveyed by a Bargain and Sale Deed in accordance with Paragraph 5.2.6(j) above, free of encumbrances, defects and restrictions of record except those Permitted Exceptions as provided under Section 8 above.

10. **Representations and Warranties.**

10.1 **Seller's Representations and Warranties.** The warranties and representations of Seller, set forth below, are true and correct as of the Effective Date and shall be true and correct as of the Closing Date. "Seller's knowledge" under this Section 10 shall mean the knowledge of Mayor Carla Bowman, Jason Wilson, City Administrator, or Derek Barry, Community Services Manager. Seller shall execute and deliver at Closing, a certificate (the "Representations Certificate") confirming the accuracy of the below warranties and representations as of the Closing Date, and which Certificate shall survive Closing of the transaction contemplated under this Agreement.

10.1.1 **Power and Authority.** Upon adoption of an Ordinance, as described under Paragraph 5.1.1(a) above, of approval of this Agreement with the grant of authority to the City Mayor to execute this Agreement and close the transaction contemplated under this Agreement, Seller shall be deemed to have the authority and power under its governing authority and under the rights granted by and through its rights, title, and interests in the Subject Property to consummate the transaction provided for herein in accordance with the terms and conditions of this Agreement. This Agreement and all other documents executed and/or delivered by Seller shall thereupon constitute a legal, valid, binding and enforceable obligation of Seller.

10.1.2 **No Claims/Legal Action/Investigations.** To Seller's knowledge, there are no claims, actions, lawsuits, proceedings, investigations pending, or notices of violation of any statutes, ordinances, regulations or policies from any Federal, State or local governmental authority, entity or agency or to Seller's knowledge, threatened, before any governmental entity, agency, court or other governmental authority, including Seller, relating in any manner to the Subject Property or this Agreement.

10.1.3 **No Liens.** There are no notices of or any threatened claims or judgments against the Subject Property.

10.1.4 **No Agreements/Contracts/Obligations.** Except as disclosed to Purchaser under this Agreement, Seller represents that it has not entered into any written or verbal contract, agreement, or obligation for the prior sale, lease, rental, use, rights, including but not limited to rights of first refusal, improvement, debt, or encumbrance on, of or in the Subject Property or any portion thereof, which agreement, contract, rights, or obligation may still be binding against said Subject Property and may subsequently result in any claim of any rights, title, or interests in the Subject Property. Seller further represents that no individual or entity has made any claim, whether written or oral, of any rights, title, or interests in or to the Subject Property. Seller shall not sell, assign or convey any rights, title, or interests whatsoever in the Subject Property to any third party, or create, agree, or permit to exist any lien, agreement, contract, encumbrance, easement, obligation, or charge thereon with respect to or relating in

any manner to the Subject Property which will not be settled, released and/or paid in full at time of Closing.

10.1.5 Hazardous Substances. To Seller's knowledge, Seller represents, except to the extent that there may be permissible hazardous substances utilized in conjunction with the maintenance activities on the Subject Property, that (i) no environmentally significant amount of hazardous substances has been generated, treated, released, stored or disposed of, or otherwise deposited on the Subject Property, including without limitation the surface and subsurface waters of the Subject Property; (ii) there are no above ground tanks on the Subject Property; (iii) there are no environmentally significant amount of hazardous substances on any other property adjacent to the Subject Property which may support a claim or cause of action under any federal, state or local environmental statute, ordinance, regulation or other regulatory requirement; and (iv) Seller has not received any notification from any Federal, State or local governmental entity or agency of any violation of or claim of violation for the storage or disposal of any toxic or hazardous waste, material, or substance. As used herein the term "**Hazardous Substances**" shall mean: (a) any radioactive materials and (b) any substance or material the transportation, storage, treatment, handling, use, removal or release of which is subject to any law under the Washington State Model Toxics Control Act regarding health, safety, radioactive materials or the environment (an "**Environmental Law**"). Without limiting the generality of the foregoing, "Hazardous Substances" shall include: asbestos and asbestos-containing materials (whether or not friable); urea-formaldehyde in any of its forms; polychlorinated biphenyls; oil, used oil; petroleum products and their by-products; lead-based paint; and any substances defined as "hazardous waste," "hazardous substances," "pollutants or contaminants," "toxic substances," "hazardous chemicals," "hazardous pollutants," or "toxic chemicals" under an Environmental Law.

10.1.6 Creditors. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Seller, nor are any of such proceedings contemplated by Seller.

10.1.7 Assessments. There are no special or general assessments which have been levied against the Subject Property or to the best of Seller's knowledge, there are no assessments proposed to be levied against the Subject Property.

10.1.8 Permitting. Without further action by Seller, Seller: (a) consents to the District, acting as Lead Agency, for any future proposed development or construction on the Subject Property, as authorized under the State Environmental Policy Act ("SEPA"), inclusive of any determinations thereunder, and (b) deems the current, as of the Effective Date of this Agreement, recreational and athletic-related or associated facilities and improvements proposed to be developed, sited, or constructed by Purchaser on the Subject Property as a pre-existing, established (vested) use, subject only to any required building and site development (SIT) permits. Any and all other future projects or applications related to the Subject Property will be required to undergo individualized review to determine if any such future project or proposal is categorically exempt from, or subject to, SEPA and/or other appropriate permits.

10.1.9 Foreign Person or Entity. Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder.

10.2 Purchaser's Representations and Warranties. Purchaser makes the following representations and warranties to Seller:

10.2.1 Purchaser's Authority. Upon Purchaser's Board of Directors approval of this Agreement, Purchaser represents it has the requisite power and authority to enter into the transaction contemplated in this Agreement; and the execution, delivery and performance of this Agreement by Purchaser has been duly and validly authorized by all necessary action and proceedings consistent with Purchaser's governing authority, regulations, policies, and procedures.

10.2.2 No Conflict. Neither the execution nor delivery of this Agreement by Purchaser, nor performance of any of its obligations hereunder, nor consummation of the transaction contemplated hereby, will conflict with, result in a breach of, or constitute a default under, the terms and conditions of any governing charter, regulations, policies, or procedures, any organizational documents, or any agreement to which Purchaser is a party or by which it is bound, or any order of any court, regulatory body, administrative agency or governmental body having jurisdiction over Purchaser.

10.3 Disclosure. If prior to Closing either party discovers a fact or circumstance which renders a representation or warranty by Seller under Paragraphs 10.1.1 through 10.1.8 inaccurate in any material respect, it shall advise the other party thereof in writing within three (3) business days of such discovery but no later than the day prior to Closing. If Purchaser discovers or is so advised in writing of such a fact or circumstance, and Seller is unwilling to correct the inaccuracy, then Purchaser shall have, as its sole and exclusive remedy, the option, exercisable within three (3) business days thereafter but in any event prior to Closing, to either (a) elect to terminate this Agreement and receive a return of the Deposit or (b) to waive such inaccuracy in writing, in which event it shall be deemed to have waived all claims and causes of action against Seller related to the inaccuracy.

11. "AS-IS" SALE. PURSUANT TO THIS AGREEMENT, PURCHASER AND ITS REPRESENTATIVES AND AGENTS (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL CONSULTANTS, ARCHITECTS AND ENGINEERS) HAVE BEEN OR WILL BE AFFORDED THE RIGHT AND OPPORTUNITY TO ENTER UPON THE SUBJECT PROPERTY AND TO MAKE SUCH INSPECTIONS OF THE SUBJECT PROPERTY AND MATTERS RELATED THERETO, INCLUDING THE CONDUCT OF SOIL, ENVIRONMENTAL AND ENGINEERING TESTS, AS PURCHASER AND ITS REPRESENTATIVES AND AGENTS DEEM APPROPRIATE IN THEIR SOLE DISCRETION. PURCHASER ACKNOWLEDGES THAT, NOTWITHSTANDING ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS, THIS AGREEMENT AND THE DOCUMENTS TENDERED INTO CLOSING AS REQUIRED UNDER THIS

AGREEMENT CONSTITUTE THE ENTIRE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY SUCH PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS EXCEPT AS PROVIDED HEREIN. PURCHASER FURTHER ACKNOWLEDGES THAT, EXCEPT FOR THE BARGAIN AND SALE DEED, SELLER REPRESENTATIONS UNDER SECTION 10 WHICH SURVIVE CLOSING, NEITHER SELLER, NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE SUBJECT PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT PURCHASER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT PROPERTY, EXCEPT AS SET FORTH UNDER SECTION 10 OF THIS AGREEMENT AND THE BARGAIN AND SALE DEED, AND THAT PURCHASER IS ACQUIRING THE SUBJECT PROPERTY IN WHOLLY AN "AS-IS" CONDITION WITH ALL FAULTS WHETHER KNOWN OR UNKNOWN CONDITION OF THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE SOILS OR GROUNDWATERS OF THE SUBJECT PROPERTY AND THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR UNDER THE SUBJECT PROPERTY OR ITS COMPLIANCE WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS OR REQUIREMENTS EXCEPT AS OTHERWISE DESCRIBED UNDER SECTION 10 WHICH SURVIVES CLOSING.

By: _____
Laurie Dent, Ph.D.
Its: Superintendent

12. **Closing.**

12.1 **Date of Closing.** The closing of this transaction shall take place no later than thirty (30) calendar days following the effective date of that certain Ordinance adopted by the City Council as described under Section 5.2.6(a) above. For purposes of this Agreement, "Date of Closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller.

12.2 **Place of Closing.** The closing of this transaction shall take place through the escrow offices of Stewart Title Guaranty Company, 6050 Tacoma Mall Boulevard, Suite 100, Tacoma WA 98409; Attention: Chelsey Parra, Telephone: (206) 770-8880; Email: chelsey.parra@stewart.com (the "Closing Agent"). Closing Agent shall arrange with Seller and Purchaser for delivery of Escrow Documents by overnight delivery or such other delivery method as agreed upon by the parties for the convenience of Seller and Purchaser.

12.3 **Closing Adjustments and Closing Costs.**

12.3.1 Purchaser shall be responsible for the cost of standard title insurance to insure title to the Subject Property.

12.3.2 Purchaser shall be responsible for the cost of extended title coverage and any title endorsements as may be elected by Purchaser, in its sole discretion.

12.3.3 Real property taxes shall be paid by Purchaser.

12.3.4 Purchaser shall bear all escrow fees of Seller and Purchaser.

12.3.5 The payment of real estate excise tax is subject to exemption under WAC 458-61A-205(1) and (2). Purchaser shall be responsible for the filing fees associated with filing of the Real Estate Excise Tax Affidavit with the Pierce County Auditor.

12.3.6 Purchaser shall be responsible for recording fees required by the Pierce County Auditor associated with conveyance of the Bargain and Sale Deed.

12.3.7 Any utilities shall be handled outside of Closing except as otherwise may be addressed under the Third-Party Termination Agreement set forth under Paragraphs 5.2.6(f) and 5.2.7(e).

For purposes of calculating prorations, if any, Seller shall be deemed to be in title to the Subject Property, and responsible for the expenses thereof, through midnight of the day before the Closing Date.

12.4 **Execution of Documents.** Both parties shall be obligated to execute all documents reasonably necessary to close the transaction as described under this Agreement and upon request by the Closing Agent or other party in order that all appropriate and necessary documents are tendered to the Closing Agent prior to the Closing Date, including but not limited to any and all instruments and conveyances to clear title of any and all monetary liens and the Bargain and Sale Deed.

13. **Default.**

13.1 **Purchaser's Default.** In the event the transaction contemplated under this Agreement fails to be consummated according to the terms of this Agreement by reason of any default of Purchaser, then, as Seller's sole remedy, Seller shall be relieved of any obligation to sell the Subject Property to Purchaser and the Deposit shall be retained by Seller as liquidated damages and as consideration for Seller keeping the Subject Property off of the market for sale to others. Purchaser and Seller agree that it would be impractical and extremely difficult to fix the actual damages that Seller might suffer in the event of Purchaser's default hereunder. Purchaser and Seller agree that the amount of liquidated damages provided for in this section is a fair and reasonable estimate of such damages.

13.2 **Seller's Default.** If Seller fails or refuses to consummate the transaction contemplated under this Agreement without legal excuse, Purchaser shall have the right to the return of its Deposit together with accrued interest thereon, or shall have the right to enforce this Agreement by specific performance or any other remedy available at law or in equity.

13.3 **Damages.** In no event shall Seller or Purchaser be liable for indirect, consequential (including but not limited to lost opportunities), exemplary, punitive, or other similar damages.

Purchaser's Signature

Seller's Signature

Laurie Dent, Ph.D., Superintendent

Name: _____
Its: _____

14. **Risk of Loss.** Seller shall bear the risk of casualty or loss to the Subject Property, including the improvements on the Subject Property until this transaction has closed. In the event of any casualty or loss of any nature or in any amount occurs to the Subject Property before Closing, Purchaser shall have the option, at Purchaser's sole and absolute discretion, of terminating this Agreement and the Deposit shall be immediately refundable to Purchaser.

15. **Possession.** Purchaser shall be entitled to possession of the Subject Property upon Closing.

16. **Real Estate Commission.** At the close of escrow, Seller and Purchaser represent and warrant to the other party that no broker or finder has been engaged by Seller or Purchaser in connection with the transaction contemplated by this Agreement, or to their respective knowledge is in any way connected with any of such transaction. In the event of any claims for brokers' or finders' fees, commissions, or moneys due in connection with the negotiation, execution, or consummation of this Agreement, then Purchaser or Seller, as the case may be, shall defend, indemnify, hold harmless, and defend the other party for, from, and against such claims if they shall be based on any statement or representation or agreement by Purchaser or Seller, as the case may be.

17. **Attorney's Fees.** In the event that either party to this Agreement institutes a suit, action, arbitration, or other legal proceeding of any nature whatsoever relating to this Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the losing party its reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts, provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or

proceedings related to issues unique to bankruptcy law. The “prevailing party” is the party that receives a net monetary award after all just and due credits and offsets.

18. **Integration; Modification; Waiver.** This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Subject Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Subject Property. This Agreement cannot be modified, or any change hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

19. **Assignment/Binding Nature.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns; provided, however, neither Seller or Purchaser shall have the right to assign this Agreement without the consent of either party which consent shall be within the sole and absolute discretion of a party.

20. **Notices.** Except for such notices required under Sections 5, 6, 8, and 10.3, and subparagraphs thereunder, which may be delivered by electronic mail, all notices provided for under this Agreement may be delivered by a recognized overnight, national courier service, or delivered by United States Postal Service registered or certified mail, return receipt requested. If a notice is mailed, it shall be considered delivered three (3) calendar days after the date of the postmark on said mailing. If a notice is delivered via overnight courier, it shall be deemed received upon the next business day. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

Seller:	City of Sumner 1148 Maple Street Sumner, WA 98390 Attention: Jason Wilson, City Administrator Telephone: 253- 299-5501 Email: jasonw@sumnerwa.gov
with a copy to:	Doug Ruth Deputy City Attorney Telephone: 253-299-5611 Email: dougr@sumnerwa.gov
Purchaser:	Sumner-Bonney Lake School District 1202 Wood Avenue Sumner, WA 98390 Attention: Laurie Dent, Ph.D., Superintendent Telephone: 253-891-6081 Email: laurie_dent@sumnersd.org

with a copy to: Matthew Guilanians
Project Manager
Falcon & Fern LLC
c/o 1202 Wood Avenue
Sumner, WA 98390
Telephone: 206-880-8505
Email: matt@falconandfern.com

with a copy to: Mary J. Urback
Mary J. Urback PLLC
c/o 1202 Wood Avenue
Sumner, WA 98390
Telephone: 253-826-9504
Email: murback@urbackpllc.com

21. **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific Daylight or Pacific Standard Time, as applicable, during such period.

22. **Costs and Expenses.** Except as otherwise provided herein, each party hereto will bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement and other documentation related hereto and in the performance of its duties hereunder.

23. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action or proceeding under this Agreement shall be Pierce County, Washington.

24. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or enforceable, the remaining terms and provisions of this agreement shall not be effected thereby, but each remaining term and provisions shall be valid and enforced to the fullest extent permitted by law.

25. **Construction.** Seller and Purchaser acknowledge that each party has had an opportunity to employ legal counsel or other representative to review this Agreement and such representative or legal counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments thereto, and the same shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

26. **Survival.** Sections 6.2, 6.3, 10, 11, 12.3, 13, and 15 – 27 shall survive the Closing of the transaction contemplated under this Agreement.

27. **Time.** Time is of the essence in each and every covenant and condition of the Agreement.

IN WITNESS WHEREOF, this Agreement is executed on the date and year set forth below the parties respective signatures.

SELLER:

CITY OF SUMNER, a Washington
municipal corporation

PURCHASER:

**SUMNER-BONNEY LAKE SCHOOL
DISTRICT NO. 320**, a Washington
municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Laurie Dent, Ph.D.

Its: Superintendent

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel A: (051920-2-134)

The South 339.01 feet of the East 122 feet of the West 1176.98 feet as measured along the South line of Government Lot 2, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington.

Parcel B: (051920-2-135)

The South 339.01 feet of the East 122 feet of the West 1054.95 feet as measured along the South line of Government Lot 2, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington.

Parcel C: (051920-2-138)

The South 339.01 feet of the East 122 feet of the West 932.95 feet as measured along the South line of Government Lot 2, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington.

(Also known as a portion of revised Parcel 'A' of Boundary Line Adjustment recorded under Recording No. 9909230343.)

Parcel D: (051920-2-163)

Parcel B, City of Sumner Lot Line Adjustment recorded under Recording No. [902095001](#), records of Pierce County, Washington.

Parcel E: (051920-3-180)

The East 122 feet of the West 932.98 feet of the North half of the North half of Government Lot 3, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington;

Except that portion conveyed to the City of Sumner for right of way recorded under Recording No. 9807290254.

(Also shown as portion of revised Parcel C of Boundary Line Adjustment recorded under Recording No. 9909230343.)

Parcel F: (051920-3-181)

The East 122 feet of the West 1054.98 feet of the North half of the North half of Government Lot 3, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington;

Except that portion conveyed to the City of Sumner for right of way in deed recorded under Recording No. 9807290255.

EXHIBIT A

Parcel G: (051920-3-182)

The East 122 feet of the West 1176.98 feet of the North half of the North half of Government Lot 3, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington;

Except that portion conveyed to the City of Sumner for right of way in deed recorded under Recording No. 9807290256.

Parcel H: (051920-3-183)

The North half of the North half of Government Lot 3, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington;

Except the West 1176.98 feet thereof;

Also Except the East 30 feet conveyed to the City of Sumner recorded under Recording No. 9310290092;

And Except that portion conveyed to the City of Sumner for right of way in deed recorded under Recording No. 9807290257.

Parcel I: (051920-3-208)

The South 110.00 feet of the East 55.00 feet of Parcel A of the City of Sumner Lot Line Adjustment recorded under Recording No. [9902095001](#), in Government Lots 2 and 3, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington;

Except that portion conveyed to the City of Sumner for right of way in deeds recorded under Recording Nos. 9809090405 and 9809090406, which is a correction of deed recorded under Recording No. 9712100610;

(Also shown as a portion of Parcel B of Boundary Line Adjustment recorded under Recording No. 200106200171.)

Parcel J: (051920-2-126)

The South 339 feet of Government Lot 2, Section 19, Township 20 North, Range 5 East of the W.M., in Pierce County, Washington, lying East of the following described line: The West line of that certain parcel described under Deed dated December 29, 1977 and recorded February 22, 1978 under Recording No. 2801302, extended North across the South 339 feet of said Government Lot 2;

Except that portion conveyed to the City of Sumner for right of way in deed recorded under Recording No. 9310290093.

All situate in the City of Sumner, County of Pierce, State of Washington.

EXHIBIT A

EXHIBIT B
ILLUSTRATIVE MAP OF SUBJECT PROPERTY

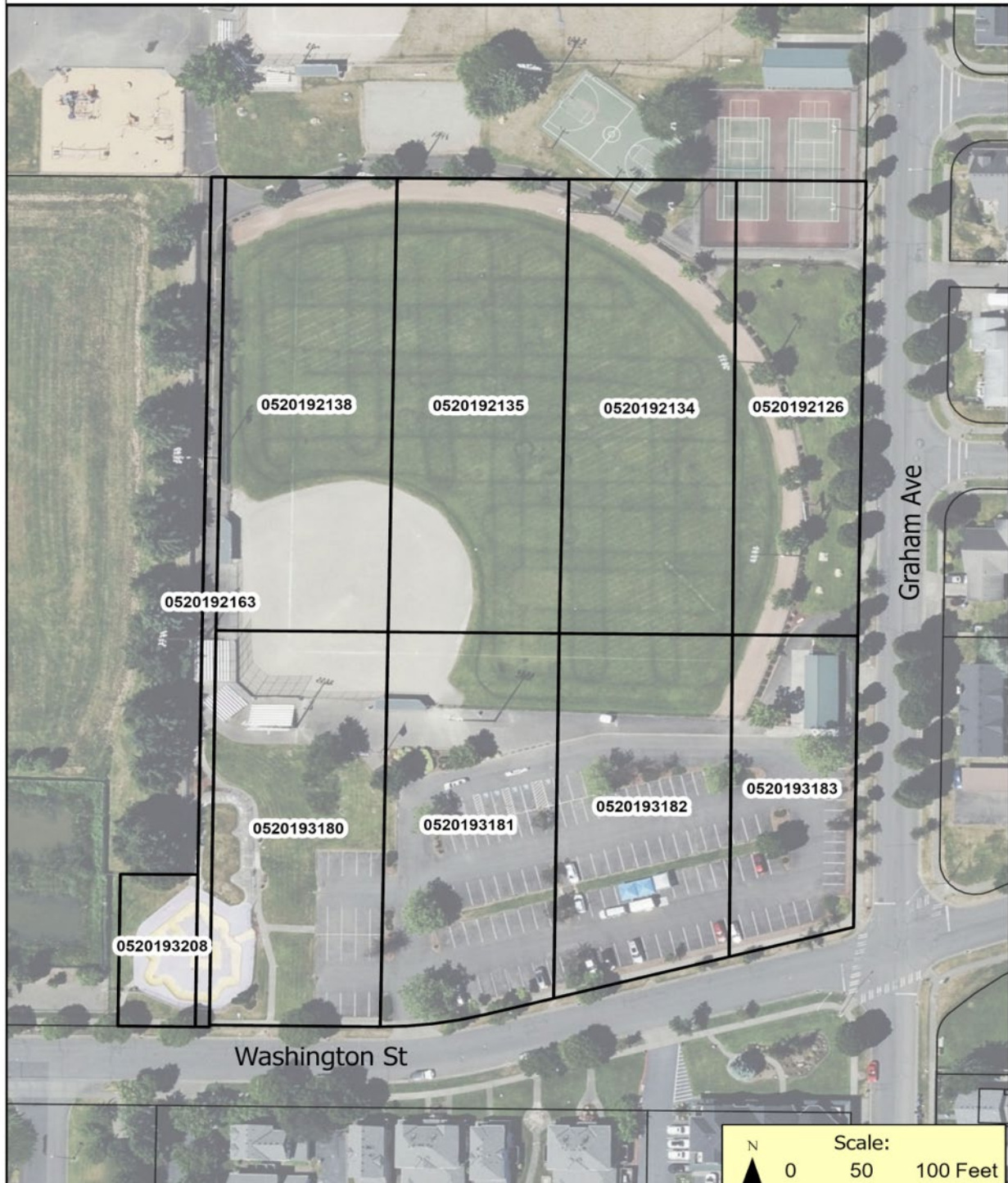


EXHIBIT B

EXHIBIT C

RCW Ch. 64.06 DISCLOSURE STATEMENT, ENVIRONMENTAL SECTION ONLY

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| ☐ Yes | ☐ No | ☐ Don't know | *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? |
| ☐ Yes | ☐ No | ☐ Don't know | *B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? |
| ☐ Yes | ☐ No | ☐ Don't know | *C. Are there any shorelines, wetlands, floodplains, or critical areas on the property? |
| ☐ Yes | ☐ No | ☐ Don't know | *D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? |
| ☐ Yes | ☐ No | ☐ Don't know | *E. Is there any soil or groundwater contamination? |
| ☐ Yes | ☐ No | ☐ Don't know | *F. Has the property been used as a legal or illegal dumping site? |
| ☐ Yes | ☐ No | ☐ Don't know | *G. Has the property been used as an illegal drug manufacturing site? |

EXHIBIT C

EXHIBIT D
Quit Claim Deed
Recording No. 200107130059

200107130059 1 pg
7-13-2001 08:51am \$8.00
PIERCE COUNTY, WASHINGTON

Return to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

PORTIONS OF GOVERNMENT LOT 2 AND 3, IN THE SOUTHWEST CORNER
OF THE NORTHWEST CORNER AND THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 20N, RANGE 5E, W.M.

QUITCLAIM DEED

The Grantors, Corp. Catholic Arch Bishop of Seattle (Saint Andrew's Parrish), residing at 910 Marion Street, Seattle, Washington, for and in consideration of \$1.00, conveys and quitclaims to the City of Sumner, all interest in the following described real estate, situated in the County of Pierce, State of Washington:

LEGAL DESCRIPTION:

THE SOUTH 110.00 FEET OF THE EAST 55.00 FEET OF PARCEL "A" AS RECORDED
UNDER AUDITOR FEE NO. 9902095001, RECORDS OF PIERCE COUNTY, WASHINGTON

Provided, however, that the Grantee, City of Sumner, acknowledges that the Grantor, Corporation of the Catholic Archbishop of Seattle, conveys this property on the express understanding that the conveyance of this property to the Grantee will not, in any way, affect the Grantor's use of the adjacent property retained by Grantee and that this understanding is an essential consideration for the dedication of this property by Grantor to Grantee.

Therefore, the dedication of the property conveyed to Grantee by this deed and the Grantee's continued interest in this property is subject to this condition subsequent: For so long as the Grantor owns property adjacent to the property conveyed by this deed, the City, in reviewing applications for permits and approvals needed to use or develop the adjacent property owned by Grantor, will apply its development regulations and all other regulations that govern the use and development of land or the construction of structures on that property as if the property conveyed to Grantee by this deed was still in common and undivided ownership with the adjacent property retained by the Grantor. If Grantee fails to perform as required by this condition, for any reason whatsoever, including - without limitation - a determination by a court of competent jurisdiction that performance of this condition is ultra vires, then Grantor has a right of entry to terminate the fee interest conveyed by Grantor to Grantee by this deed.

DATED this 11th day of May, 2001.

Grantor:
Corporation of the Catholic Archbishop of Seattle

By: Patrick J. Sursely
Patrick J. Sursely, Attorney-in-Fact

STATE OF WASHINGTON)
COUNTY OF King)

ON THIS 11th DAY OF May, 2001, BEFORE ME PERSONALLY APPEARED Patrick J. Sursely TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR HIMSELF AND ALSO AS ATTORNEY-IN-FACT FOR THE CORP. CATHOLIC ARCH BISHOP OF SEATTLE AND ACKNOWLEDGED THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR HIMSELF AND WILL AS HIS FREE AND VOLUNTARY ACT AND DEED AS ATTORNEY-IN-FACT FOR THE SAID CORPORATION FOR USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



Nancy M. Guttormsen
NOTARY PUBLIC in and for the State of Washington,
residing at Edmonds, WA
My commission expires: 6-27-02
Printed Name: NANCY M. GUTTORMSEN

ETN: 1065709 7-13-2001
Excise Tax Collected: \$0.00
Affidavit Processing Fee: \$2.00
Cathy Pearsall-Stipek CPO Pierce County Auditor

SUBJECT: Design Commission Appointment

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Design Commission - Albert, Chris

STAFF CONTACT: Scott Waller, Senior Planner

SUMMARY BACKGROUND:

Chris Albert is a Sumner resident of 16 years who takes pride in his community and is seeking an opportunity to serve by utilizing his creativity, storytelling and place making experience to ensure future growth and development in Sumner meets our Design Standards.

Mayor Bowman is seeking confirmation of Mr. Albert to fill the Design Commissions last vacancy. His term will expire in April 2029.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Staff recommends the City Council confirm Chris Albert to the Sumner Design Commission for a four-year term expiring in April 2029.

From: [Sumner Connects](#)
To: [Michelle Converse](#)
Subject: Anonymous User completed Commission Application
Date: Tuesday, January 27, 2026 11:40:27 AM

External: Use caution with links/attachments.

Anonymous User just submitted the survey Commission Application with the responses below.

I am interested in serving on the following:

Design Commission

Name:

Chris Albert

Phone Number:

[REDACTED]

Email Address

[REDACTED]

Address:

[REDACTED]

Occupation (if retired, please indicate former occupation or profession):

Director of Digital Communications at Pacific Lutheran University

Education:

BA in Communication, Washington State University, 2005

Professional or community involvement:

Director of Digital Communications Pacific Lutheran University-Tacoma, WA September 2024 to Present 1. Development and implement communications strategies across platforms 2. Create content direction across platforms 3. Direct development and design for digital experiences 4. Manage the web development and content development teams 5. Evaluate and negotiate vendor and product opportunities 6. Provide crisis/emergency communications

support 7. Media relations strategy and support 8. Research audience and market in relation to campaign opportunities. 9. Part of division leadership team 10. Committee/task force work: Federal Policy and Cyber Security Director of Web Design & Development Pacific Lutheran University-Tacoma, WA October 2008 to September 2024 1. Develop and implement digital strategy, design and development for the web, digital marketing and email; team lead (5 reports: Developer, Designers, Advertising Strategist and Customer Intelligence) 2. Oversea 270 websites and 13,000 webpages with 4-6 million pageviews per year; digital marketing strategy (20 campaigns) 3. Campus consultant for digital communication; website analytics; lead web accessibility compliance; virtual tour lead 4. Crisis communication (designed and development coronavirus website) 5. Vendor contract contact Assistant Director of Web Development & Design Pacific Lutheran University-Tacoma, WA December 2013 to May 2015 1. Web team lead 2. Develop and implement digital strategy of all public facing web presence 3. Emergency Communications (PIO) and weather communications 4. Lead design and development strategies for the web 5. Lead transition and migration of content management system Web Content Manager/Interim Web Director Pacific Lutheran University-Tacoma, WA March 2013 to December 2013 1. Web team lead 2. Develop and implement digital strategy of all public facing web presence 3. Emergency Communications (PIO) and weather communications 4. Develop and implement design and development strategies for the web 5. Lead implementation of university magazine website Content Development Specialist Pacific Lutheran University-Tacoma, WA October 2008 to March 2013 1. Staff writer for print and web (University magazine and recruitment material) 2. Editor for print and web; story development for weekly eNewsletter 3. Video story development 4. Established social media presence, as well as YouTube 5. Emergency Communications (PIO) and weather communications Reporter The Herald - Pierce County-Puyallup, WA August 2006 to September 2008 1. Reporter covering Bonney Lake, Sumner, Puyallup and South Hill 2. Coverage included education, city and county governments, as well as features in the area 3. Weekly story planning 4. Newspaper design (using InDesign) 5. Web content and management 6. Fill-in as Managing Editor when needed 7. Fill-in as photographer when needed Awards Web Marketing Association – WebAward — Outstanding Achievement in Web Development – Magazine Standard of Excellence The web team received recognition for the university's flagship magazine as an online publication. Distinguish Staff Award December 2019 Recognizes staff "for their invaluable support to the PLU Community; for consistently going above and beyond the call of duty; for significantly enhancing the quality of the work and campus life for others in the PLU Community; and for being a well-respected and admired individual." Council for Advancement and Support of Education (CASE) – Bronze Award – Circle of Excellence – Digital Communication | Mobile Applications June 2019 The PLU Web team developed a mobile application for our annual fundraising efforts: Bjug Harstad's Yukon Gold Rush. This game allowed users to hunt for gold as the university's founder and provided ways to give during our annual giving day. CASE – Silver Award – Circle of Excellence – Digital Magazine June 2017 The Marketing and Communications team at PLU developed, designed and deployed the university's flagship magazine as an online publication. CASE – Silver Award – Circle of Excellence – Mobile Applications June 2017 The web team developed and designed a mobile application game (Marty's Reformation Station) for users to find prizes on campus and learn the history of the institution and the layout of campus. Web Marketing Association – WebAward – Outstanding Achievement in Web Development August 2015 The web team received recognition for design and development of the university's main website plu.edu. CASE District 8 – Silver Award – Public Relations Video June 2011 Recognition for the PLU Christmas video, promoting the university's annual Christmas Concerts. National Newspaper Association's Better Newspaper Contest – Third place Best Feature story, non-daily May 2008 Recognized for a story about

the journey of an autistic boy, his mother and a therapy unit in Puyallup, WA. Washington Newspaper Publishers Association – Finalist Feature Writer of the Year May 2007
Recognized as a finalist feature writer for my culmination of work. Washington Newspaper Publishers Association – Best Feature story, long May 2007 Recognized for a story about a couple who found love in the twilight of their lives. Certifications and Licenses Digital Marketing Associate September 2022 to Present This certificate from the Digital Marketing Institute (online), covers all aspects for digital marketing, from planning to creative, implementation and analysis. Social Media Marketing April 2022 to August 2022 Certification through the Digital Marketing Institute (online), covering Social Media marketing. Lean Rapid Six Sigma Green Belt Certification January 2013 to March 2013 Lean Rapid Six Sigma Green Belt Certification through the University of Washington – Tacoma. Covering process efficiencies.

Why are you interested in serving on this commission?

Service to the community is deeply important to me. As a resident of downtown Sumner for 16 years, I have seen our city’s challenges, successes, and evolving opportunities firsthand. My expertise is built on two decades as a marketing and communications professional. I developed my storytelling roots early in my career as an East Pierce County reporter—covering Sumner specifically—and later as a writer for Pacific Lutheran University (PLU). For the past 15 years, I have taken on increasing responsibilities leading strategic efforts and managing teams to share the PLU story across multiple platforms, including our public-facing website and university magazine. My work also encompasses digital marketing and cohesive environmental branding, ranging from the Link in Tacoma to regional billboard campaigns. Through these efforts, I have led initiatives that connect brand to location, ensuring audience resonance and platform continuity. Additionally, I have served on committees for Artificial Intelligence (AI) principles, Federal Policy, and legislative communications for PLU’s priorities in Olympia. I believe my background in visual storytelling, branding and strategic communication would be a significant asset to the Sumner Design Commission. Thank you for your consideration.

Have you previously served on a City of Sumner commission?

No

SUBJECT: Council Vacancy Appointment

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Biermann, N.
 2. Grassman, K.
 3. Isaacs, M.
 4. Knutsen, R.
 5. McFarland, E.
 6. Zydek, B.
-

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND: Due to the passing of Councilmember Reinke, a vacancy has been created on the City Council. Under State Law, the City Council is required to fill any vacant council seat within 90 days of the vacancy occurring (September 14, 2026).

The Council Rules establish the appointment process, which includes the following steps: submission of applications, candidate interviews, nominations by Councilmembers, and final appointment by the City Council.

The City initially received eight applications, and all applicants met the minimum requirements established under state law. One of the applicants (Barbara Bitetto) withdrew her application on August 4, and another (William Medford) withdrew on August 10th, leaving a total of six remaining applicants. Tonight the council will go through the appointment process as follows:

- Applicants must be nominated by council
 - No second is required
 - Nominations are closed by a motion, second, and majority vote of the council
 - Public comment on the nominees will be accepted, limited to two minutes per public speaker
 - Voting will occur by roll call vote, with each councilmember stating the name of which nominee they want to appoint
 - Multiple rounds of voting may occur until a nominee receives a majority vote
 - In the case of a tie, the Mayor shall cast a tie-breaking vote
-

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Appoint a new Councilmember, using the process identified in Resolution No. 1695 - Council Rules of Procedure.

Applicant Information

Nick Bier 7/30/26
Signature Date

Resume

Supplemental Questions

1. What is your vision for our City and community?
2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?
3. What strengths would you bring to the Council?
4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

Page 56 of 84

Answers to Supplemental Questions

1. What is your vision for our City and community?

Answer: *My vision is that Sumner steps into the spotlight as a charming and welcoming community that treasures, preserves, and celebrates what we share in common. With proper planning and foresight, Sumner can manage future growth and the pressures of development so that the historic feel is not lost but instead serves as an anchor of a vibrant community with a thriving downtown business core. We have so many opportunities to showcase our beautiful and growing city to locals and visitors, with an overall recipe for tremendous economic success.*

I also envision Sumner as a City where all members of the community are respected and feel heard. This means engaging with citizens, hearing their concerns, and responding with action. It is so refreshing to see our current City government making great strides in this direction. I believe we can keep this momentum going. We are more alike than different, and we can keep working together to shape the future of our community.

2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?

Answer:

A) Managing growth while preserving the historic charm and the small-town feel of Sumner. We can make the best use of our current assets to promote tourism and growth in key economic sectors of the community. We can also ensure that future growth fits best with the character of our community. With strategic planning, we can attract new residents and businesses but grow at a pace that is manageable and sustainable. This means not just adding more housing, but also striving to keep housing options varied and affordable for all residents.

B) Traffic and public safety. The pressures of growth also bring public safety concerns, added traffic, the need for additional parking, and new struggles to care for those unable to care for themselves. Facing these problems will require thinking "outside the box" to forge public-private partnerships with various organizations to offer creative and inventive solutions for the entire community.

C) Active and engaged government. A vital part of City government is staying engaged with citizens in various public events and forums, hearing their concerns, and responding with action. I see many opportunities to shape our future together, and I want to play an active role in this version of engaged civic leadership.

3. What strengths would you bring to the Council?

Answer: I will bring to Council an history of civic participation and community involvement. I also bring a willingness to gather information, ask questions, and to seek clarity when action needs to be taken in our community. This is the approach I currently take in my role as a commissioner on the Planning Commission. I hope to apply my experience serving as a Planning Commissioner forward to the City Council. In all this, I take great pride in creating a legacy of public service: stepping up to fill a role when there is a need to do so.

4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

Answer: I continue to be an active, engaged, and vocal participant in local government here in Sumner. I currently serve on the Sumner Planning Commission, and I take my role as commissioner very seriously. I prepare for meetings, read the materials in advance, and come ready to ask direct and specific questions. My primary focus is to ensure that I am prepared to make the most informed decision possible. I will take this approach to City Council as well. This means gathering input from City Staff, other Council members, and the citizens of our community to make the best decision that I can on behalf of everyone involved and affected.

My service to the community also extends outside of city government. I serve on the leadership board of a new non-profit here in Sumner. Part of our mission is to find a new home for the local museum we have lost. Serving on the board helps me fine-tune the exact type of leadership skills a councilmember needs. I have gained experience with the rules and procedures for running effective meetings, making decisions as a group, as well as budget management skills to handle the financial flow of an organization. Being a leader in this mission has also meant reaching out to the community, building relationships, hearing the concerns of residents, and advocating on their behalf.

Nicholas S. "Nick" Biermann

Education:

Bachelor of Science in Atmospheric Science, Univ. of Wisconsin, May 2003
Master of Science in Meteorology, Univ. of Oklahoma, May 2010

Work History:

- Meteorology Expert Team, The Tomorrow Companies, Boston office (Work-from-home, June 2020 – Present)
- Road Weather Forecaster, Narwhal/WeatherNet, Salt Lake City, then Bellevue, WA (November 2015 – May 2020)
- Hydrometeorologist, Vieux, Inc., Norman, OK (July 2009 – March 2015)
- Weather forecaster, Weather or Not, Shawnee, KS (Aug 2008 - July'09)

Other Positions Held:

Adjunct Faculty/Instructor at 4-year colleges and 2-year community colleges:

- University of Oklahoma (December 2007)
- Rose State College, Midwest City, OK (August - December 2015)
- Utah Valley University, Orem UT (August 2016 – May 2017)
- Salt Lake Community College (August 2016 – December 2017)

Community Involvement:

- Currently serving on the Sumner Planning Commission
- Board member/President of a new local non-profit focused on finding a new museum in Sumner
- Active participant in FairVote Washington, a voter rights advocacy group
- Attending lobby days with state legislators in Olympia
- Weather education/teacher training; public outreach programs/workshops
- Graduate School Representative, School of Meteorology/Univ of Oklahoma
- Volunteer for the Women's Resource Center, Norman, OK

History of Civic Engagement:

- Attending most, if not all, City Council meetings and committee meetings
- Participating in the legislative process at local, regional, and national levels
- Applied for prior appointments to City Council and commissions
- Ran for political office locally here in Sumner (Fall 2025)
- Helping with political campaigns for other local politicians in the city/region
- Jury Duty
- Voting!

Other skills:

Written communication – Work experience and personal expertise with tools like Excel, Word, email, and various phone and web-based interfaces

Verbal communication – Experience leading and attending team meetings, giving presentations, and providing input both in-person and online

Other IT-related skills: Regularly conducting online meetings and using tools like Zoom and Microsoft Teams

Hobbies:

Weather and storm chasing

Astronomy

Nature and weather photography

News and history documentation

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

(Please type or print)

Applicant Name	Grassman	Kristi	L
	Last	First	MI
Residence Address	[REDACTED]		

Contact Phone		Date of Birth (mm/dd/yr)
---------------	--	--------------------------

E-Mail

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes ☐ No

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

Please attach a resume of no more than two pages to this application.

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Sumner on separate pages using **no more than two pages total**:

1. What is your vision for our City and community?
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3. What strengths would you bring to the Council?
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**Michelle Converse, City Clerk
City of Sumner
Councilmember Recruitment
1104 Maple Street, Sumner, WA 98390**

Kristi Grassman

PROFILE

A business professional with a reputation for quality, integrity, and creativity. Experience in developing and implementing innovative programs that produce a skilled workforce. Thrive in deadline-driven environments. Works well with others and has excellent leadership capabilities. Self-starting, goal orientated strategist whose confidence, perseverance and vision promote success. Passionate about developing strong relationships with business partners and exceeding expectations.

SKILLS SUMMARY

- | | |
|--|--|
| ◆Market Research | ◆Ability to Present to Various Audiences |
| ◆Contract Negotiation & Management Skills | ◆Creative Problem Solving & Strategic Planning |
| ◆Experience Managing Grants & Contracts | ◆Organized with Attention to Detail |
| ◆Knowledgeable of Workforce Development Programs | ◆Planning & Project Oversight |
| ◆Advanced Computer Skills | ◆Budget Development & Management Skills |
| ◆Writing and Communication Skills | ◆Management & Leadership Experience |

RELEVANT EXPERIENCE

BUSINESS DEVELOPMENT:

- ◆ Developed and maintained relationships with business and promoted employee retention strategies.
- ◆ Trusted partner, consultant, and resource provider to Pierce/King County companies.
- ◆ Produced orderly and attractive work. Ensure tasks are completed correctly and on time.
- ◆ Broker and network with a diverse audience to meet the needs of industry.

LEADERSHIP:

- ◆ Supervised over ten staff and promoted a culture of high performance.
- ◆ Pioneered industry training programs from inception to completion.
- ◆ Communicated and listened to the needs of business; implemented action steps.
- ◆ Developed a system of communication and accountability between business and government.

PUBLIC RELATIONS:

- ◆ Founded and coordinated numerous career fairs with over 2,500 attendees and 130 exhibitors.
- ◆ Represented training programs at local schools and college campus events as well as various conferences.
- ◆ Created newsletters, coordinated website, and oversee marketing collateral.
- ◆ Participated in meetings and committees at the State and local and institutional levels.

EMPLOYMENT HISTORY

Consistently demonstrated effective collaboration skills by fostering partnerships between educational institutions and industry stakeholders. Enhanced public awareness of workforce initiatives through targeted outreach and engagement activities.

CAR SMART AUTO SERVICE—SUMNER, WA

Owner, 2006 to Current

VP Operations, 2021 to Current

RENTON TECHNICAL COLLEGE—RENTON, WA

Executive Director, Construction Center of Excellence 2019 to 2021

AEROSPACE JOINT APPRENTICESHIP COMMITTEE—SEATTLE, WA

Director of Apprenticeship Preparation, 2014 to 2017 and 2017 to 2019

Business Outreach, 2013-2014

SARDA, INC—PUYALLUP, WA

Vice President of Operations, 2017

WORKFORCE CENTRAL—TACOMA, WA

Business Services-Sector Strategies, 2007 to 2013

Employment and Training Specialist, 2002 to 2007

PROFESSIONAL AFFILIATIONS

Associated General Contractors | *Member Education Committee*

Regional Apprenticeship Committee | *Member & Administrator*

Labor and Industries Apprenticeship | *Pre-Apprenticeship Committee*

City of Tacoma Local Employment Apprenticeship Program (LEAP) | *Advisory Member*

Bethel School District CTE | *Advisory Member*

Tacoma School District CTE | *Advisory Member*

Master Builders Association | *Member & PR Committee*

Puyallup School District ACE Academy | *Advisory Member*

Pierce College, Construction Management | *Advisory Member*

EDUCATION AND PROFESSIONAL DEVELOPMENT

EMERGING LEADERS, PIERCE COLLEGE—TACOMA, WA

Certificate, 2007

CHAPMAN UNIVERSITY—MCCHORD, WA

Organizational Leadership Courses, 40 credits towards Bachelor of Science Degree

CORBIN UNIVERSITY—SALEM, OR

Associate of Arts Degree, 1991

PROFESSIONAL AWARDS

Above and Beyond Recognition Award, WorkForce Central 2010

Supplemental Questions for City Council Member Position

1. *What is your vision for our City and community?*

I love the city of Sumner and I enjoy living here as well as being a local business owner. As a prospective city council member, I envision our city to be a safe place for people of all ages where we promote a sense of community and treat our neighbors with respect. A city that is a good steward of the finances entrusted to the leadership so that residents have accessible resources that ensure their quality of life and well-being. A place where businesses thrive and our hometown charm remains one of our best kept assets.

2. *What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?*

One of the biggest priorities I believe the city needs to continue to address is Economic Development and making Sumner an attractive place to own and operate a business. We should look at businesses that have good paying jobs for local residents. The city should support entrepreneurship and small local business by offering incentives that would encourage them to plant roots in Sumner. We have diverse employers both in the warehouse district and on Main Street that make our community a thriving place to do business. These efforts support a strong regional economy that benefit both our residents and overall community. I would support any local workforce development initiatives that align with the needs of business and efforts to grow the available talent.

I would propose the city host a Business Roundtable with a planned agenda to listen, learn and discuss the needs of business to see what collaborative efforts could provide a “win” for all involved.

Second priority would be Infrastructure Improvement. As the city continues to implement the 2025 Town Center Plan and focuses on trail connectivity, pedestrian-focused public spaces and upgrading utilities these things are part of what contribute to our city to be a desired place of residence. The 2020 East Sumner Neighborhood Plan is also something I am interested in as our company is located within the perimeter of the map. I am eager to be a part of the continued development and enhancement of the East Side of town.

I am also aware that traffic continues to be a frustration for our community. Looking at all possible solutions to alleviate this pain point, I propose working with the budget, continually seeking outside grants to help with street and road improvements--this would add to the quality of life in our town.

Third priority to look at is our Sumner Youth. Ensuring there are options and resources for youth outside of regular school programs. Mentoring, help with homework, tutoring, leadership development, entrepreneurship and are all things that are important to prepare the next generation to be responsible, contributing adults in our community. I would like to see a

Sumner Teen Center that serves as a hub for youth. This is not to replace or replicate what is offered at the YMCA. A teen center may be possible through both private and public funds.

3. What strengths would you bring to the Council?

The strengths I would bring to the council include my experience in workforce development and local government, where I have honed skills in policymaking, strategic planning, and community engagement. I am adept at building relationships and facilitating partnerships that drive positive change.

As a business owner of a retail company located on East Main Street, I have unique perspective on doing business in Sumner. Through our business, I interact with residents of our town and hear their thoughts about living in our community. Not only do I work in Sumner, but I live in the Rivergrove area. I believe it would be beneficial for the council to have representation from that outlying neighborhood, unifying residents in an area that may sometimes be overlooked.

The leadership skills I have learned while working in non-profit, government and as a business owner have helped shape my critical thinking skills, sharpen my resourcefulness, manage budgets, and given me the opportunity to become a solution finder.

4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

My past community involvement includes serving on boards and committees for local non-profits and participating in city task forces primarily focused on employment and economic development. Each committee or board has been focused on one or more of the following: low-income housing, education & training, priority hire on local government contracts or bringing business & government together to solve a need. Many of the committees I served on have been regional (Pierce County/ Puget Sound Region) or statewide. This work contributed to the Sumner community by addressing workforce needs, fostering economic growth, and enhancing public services. These experiences are relevant to the position of Sumner City Councilmember because they demonstrate my commitment to public service and my ability to collaborate effectively with diverse stakeholders to achieve common goals.

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name ISAACS MARK N
Last First MI
Residence Address [REDACTED]
Contact Phone [REDACTED] Date of Birth (mm/dd/yr) 08/22/1972
E-Mail [REDACTED]

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes ☐ No

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

7/30/26

Date

Resume

Please attach a resume of no more than two pages to this application.

Supplemental Questions

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Michelle Converse, City Clerk
City of Sumner
Councilmember Recruitment
1104 Maple Street, Sumner, WA 98390

Mark Isaacs



Work Experience:

Sumner School District - January 2007 - June 2026
Sumner, Washington
Teacher

Scott Hauss Contraction - September 2006 - January 2007
Auburn, WA
Sales Consultant

Santa Monica Unified School District - September 1998- June 2006
Santa Monica, CA
Teacher

Education:

St. Martins University - MA SpED - 2010
Lacey, WA

Pepperdine University - MA Education - 2001
Malibu, CA

Central Washington - Bachelors of Science - 1996
Ellenceburg, WA

Community Involvement:

City of Sumner Planning Commission - Commissioner - 2000-2006
City of Sumner Planning Commission - Chair - 2004-2006

1. What is your vision for our City and community?

I envision that the City of Sumner continues to be a city where every resident feels they belong, every neighborhood and local business have the opportunity to thrive, and our local government serves as a trusted partner in building a strong, resilient community. When we connect local government actions with the lived outcomes of what the residents experience, it enables our community to flourish. A healthy city like Sumner, is more than its roads, parks, and buildings. Our city is the people who live, work, raise families, and invest in its future.

The City of Sumner's culture is shaped by the choices we make. Every planning decision, public investment, community event, and partnership communicates what the City of Sumner values. Those choices influence whether our community feels connected, supported, and proud to call the City of Sumner home

My vision for the City of Sumner is where thoughtful planning, responsible stewardship, and community partnerships work together maintaining and improving the quality of life, not just for today's residents, but for our future generations.

2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?

A) Managing Growth While Maintaining Sumner's Character: The city should continue to prioritize our current & future growth patterns, our land use, the housing & development patterns while balancing Sumner's small-town identity. The city should confidently guide future housing and commercial development, preserve our historic downtown, while balancing growth with quality of life.

The City can address the management of future growth by guiding development in a way that supports housing and economic needs while preserving the community's small-town character through thoughtful land-use planning, protection of historic & cultural assets, investment in public spaces, and maintaining the quality of life valued by residents.

B) Transportation and Mobility: The city should remain focused on transportation planning including roadway improvements, multimodal connections for commuters, and infrastructure needed to support growth. The city should make an emphasis to continue to improve transportation with upgraded streets and intersections, enhanced sidewalks and ADA accessibility, and maintaining and expanding transportation infrastructure.

The City can address the improvement of transportation and mobility by investing in safe, reliable, and efficient transportation systems, including roadway and intersection improvements, congestion reduction strategies, expanded pedestrian and bicycle facilities, ADA-accessible infrastructure, and long-term maintenance of transportation networks to support current and future community needs.

C) Infrastructure and Capital Investments: The City of Sumner should continue to prioritize capital facilities, utilities, streets, and public infrastructure through its Capital Facilities Plan and Capital Improvement Plan process. It's essential for the city to prioritize infrastructure investment in water, sewer, stormwater, and streets, focusing on the long-term maintenance and replacement of aging assets through continuous updates to the Capital Improvement Program.

The City can address infrastructure needs by strategically investing in the maintenance, replacement, and expansion of critical systems, including roads, utilities, public facilities, and stormwater infrastructure. Through long-term capital planning, prioritization of essential projects, and responsible use of available funding, the City can ensure infrastructure remains safe, reliable, and capable of supporting future growth.

3. What strengths would you bring to the Council?

I listen deeply from people with different experiences, and someone who can translate community needs into thoughtful decisions while working within a system of shared leadership. I have the ability to participate in collaborative leadership as a voice on a team building relationships and finding workable solutions together. I can demonstrate an understanding of local government and how to help set policy, approve budgets, and provide direction. I possess integrity and accountability to make decisions based on community interest rather than personal benefit. I am emotionally mature being able to disagree without creating division, remaining respectful under criticism, and separating people from issues.

4. Explain your current and past community involvement:

I have served on the City of Sumner Planning Commission for the last 6 years and I have led as the chair for the last two years. My experience on the Planning Commission has helped me understand how city decisions shape the places where people live, work, and connect. I have learned the importance of listening to residents, balancing different perspectives, and making thoughtful choices that consider both today's needs and our community's future.

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name Knutsen Robert R
Last First MI
Residence Address [REDACTED]
Contact Phone [REDACTED] Date of Birth (mm/dd/yr) [REDACTED]
E-Mail [REDACTED]

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes ☐ No

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

Resume

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Supplemental Questions

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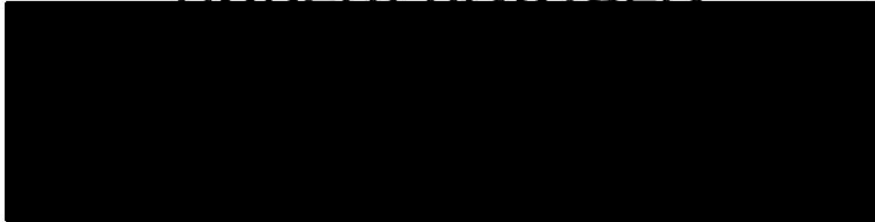
Robert Knutsen

Supplemental Questions

07/29/26

1. My vision for the City and Community of Sumner is to strengthen the current bond of being a resident and business owner in Sumner and encourage participation and volunteering to keep Sumner great but grounded to our core responsibilities and commitments.
2. Three highest priorities and or issues the City needs to address is as follows:
 - a. Commute Traffic gathering in Sumner due to the convenient location of the Sumner Station for the Sounder hard rail.
 - i. I would ask City Staff at Sumner to research for grant opportunities and or Sate funded opportunities to improve the efficiency of our roadways for commute and business and manufacture travel in Sumner.
 - b. Continue to innovate and create additional revenue opportunities for the City, improving Downtown with more social restaurant and entertainment options.
 - i. I would survey the residents of Sumner to provide suggestions and then recruit their interest to help make it happen.
 - c. Sumner youth need more options to participate in activities that are not sports/physical movement related.
 - i. Again, I would survey the current youth of Sumner for ideas and pursue solutions that meet their interest. Example, an annual Gaming party downtown or event quarterly (our own Comi Con in Sumner) is one example that could take off using the current social gathering amenities in Sumner.
3. My strengths is my diversity of knowledge and experience for the last 25 plus years as a Public Servant of Kent with subject expertise in Transportation Engineering, Public Safety, Development Engineering, and Public and Private Utilities. This also includes Temporary Traffic Control and Rules of the Road with our RCW.
4. I have not participated in City of Sumner involvement as an established resident of Sumner since 2023. But, with my experience working for the City of Kent and actively building relationships with Council Members over the past 25 years as an employee of Kent in Transportation Engineering and Development Engineering, I am confident I can contribute to the City of Sumner and current Council Members on the board.

ROBERT KNUTSEN



Professional Summary

Senior Development Engineering professional with 30+ years of experience in transportation engineering, temporary traffic control, residential permit review, and utility coordination for the City of Kent. Subject-matter expert in work-zone safety, traffic operations, franchise utility permitting, school-zone safety, and multi-agency coordination. Skilled presenter experienced in briefing City Council, the Mayor, businesses, and development applicants. Strong proficiency with Bluebeam, Microsoft Teams, Word, Excel, and PowerPoint.

Professional Experience

City of Kent — Kent, WA

Senior Development Engineering Analyst (1993–Present)

- Review residential/commercial permits including drainage, temporary construction, and land-use impacts.
- Approve Franchise Utility permits and Temporary Traffic Control Plans.
- Analyze traffic data: signal timing, warrants, and crash history.
- Manage the Traffic Calming Program; collaborate with residents, HOAs, and businesses.
- Coordinate work-zone police needs and special event detours/closures.
- Coordinate transit impacts with King County Metro and school routing with Kent School District Transportation.
- Lead public notifications for transportation impacts and closures.
- Manage fiber franchise builds including routing, restoration, and inspections.
- Provide traffic control and flagger training to City staff.
- Lead anti-street-racing efforts; present findings to City Council.
- Review Critical Areas (wetlands, steep slopes); guide applicant requirements.

- Coordinate railroad compliance with BNSF and Union Pacific.
- Support Downtown Kent business coordination for events and ShoWare access.

Puget Sound Energy (PSE)

Engineering Technician / Senior Engineering Technician / Transportation Engineering Specialist (1993–2001)

- Designed and submitted Right-of-Way permits for natural gas service installations.
- Prepared High-Pressure Gas Plans for jurisdictional submittals.
- Maintained natural gas infrastructure records.
- Ensured accuracy of gas distribution system documentation.
- Coordinated with municipal agencies for gas construction compliance.

Education

- ITT Technical Institute – AAS AutoCAD Drafting (1993), Emphasis in Physics
- Walla Walla College – General College Studies
- Green River College – General College Studies
- Highline College – General College Studies
- Thomas Jefferson High School – Diploma (1987)

Certifications

- Certified Traffic Control Supervisor (2002–Present)
- Flagger Control Instructor

Technical Skills

- Bluebeam
- City Permit Tracking System
- Microsoft Teams
- Microsoft Word, Excel, PowerPoint
- Temporary Traffic Control
- Utility Coordination
- Traffic Analysis
- Transit and School District Coordination
- Critical Areas Review

References

Jarod Kasner

Assistant Chief, Kent Police Department



Mark Hendrickson

Program Coordinator, Kent Parks



Matt Gilbert

Deputy Director, Economic & Community Development



Bill Thomas

Street and Vegetation Manager, Public Works Operations



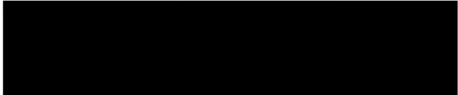
Gaila Haas

Executive Director, Kent Downtown Partnership (KDP)



Chad Bieren

Director of Public Works



Applicant Information

• • • Resume

Supplemental Questions

Page 75 of 84

1. What is your vision for our City and community?

My vision is for a city that feels safe and secure, financially and existentially, a community in which residents from the furthest edges of the city know each other by name and have a shared identity, a sense of belonging, and pride in their city. A community which maintains a spirit of generosity – that, in its thriving, *welcomes and gives to others who are both around us and come after us.*

2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?

- 1) Adjusting infrastructure to keep pace with rapid housing growth. The City can address this issue by prioritizing the assessment, maintenance, and improvement of:
 - a. Transportation and access – roads, walkways, ADA compliance
 - b. Public safety – staffing needs relevant to a growing population
 - c. Utilities – water, power, waste management.
- 2) Maintaining Sumner’s current charm and character during rapid population growth. The City can address this by:
 - a. Working to ensure Sumner’s current and planned events (e.g. Music Off Main, Rhubarb Days, Heritage Park and Hops Ally development) are appropriately scalable for the population growth.
 - b. Maintaining the City’s current charms and character (e.g. flower baskets hanging on Main Street, walkability, small-town feel).
 - c. Improving on such charms in areas with development opportunities and coming growth (e.g. Sumner’s eastside).
 - d. Maintaining and preserving natural assets during and after growth,
- 3) A realistic and responsible approach to the budget, stewarding resources with a long-view mindset: considering current residents and future generations. The City can address this by:
 - a. Prioritizing infrastructure maintenance over “shinier” projects (e.g. prioritizing the Rivergrove Pedestrian Bridge plan over a new new park plan).
 - b. Develop a budget plan that factors growth-based revenue projections (e.g. permit fees) without being overly-reliant on that as a reliable revenue stream

3. What strengths would you bring to the Council?

- 1) The intake and synthesis of a variety of opinions. In several of my roles (customer service, employment consulting, academic advising) much of the work was the collection and synthesis of a variety of opinions; and in my most recent role, Director of Academic Advising, my department acted as one of the main voices of the student population back to the institution. This directly applies to the role of City Council Member, which acts as a representative of the community.
- 2) A “lean” mindset, accomplishing goals within a limited and sparing budget by creatively leveraging current resources or improving current processes. In my previous role, I designed an academic planning worksheet in Excel that was used as a prototype for an SIS addition that saved the institution \$40k a year.
- 3) A practical, hands-on understanding of data: basic statistics and experience building KPI dashboards to track performance over time. Turning raw numbers into something useful for decision making is a skill I bring, applicable to a city like Sumner entering a season of growth with many moving parts.

4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

My wife, 2-year-old son and I recently relocated to Sumner (a year ago now) and have been slowly adjusting to life in the new city. We’re finally settled enough to identify the ways we’d like to serve, and this rose to the top as a prime opportunity. I have spent much of my life in volunteer service and leadership at my church. This has given me valuable experience in making group decisions, facilitating discussion, working with those I may not agree with, and event organization, all of which apply to the City Councilmember role. Additionally, I have been listening to City Council Meetings and Study Sessions online, maintaining an awareness of City happenings and Council deliberations.

ERIK McFARLAND

[Confirm Sumner, WA residency before submitting] | [REDACTED] [REDACTED]

People-First Leadership | Community-Centered Data Solutions

PROFESSIONAL SUMMARY

People-focused leader with a track record of building systems and teams that serve communities well. As Director of Academic Advising, led a team of five, partnered across departments, and cut costs by over \$40K through smarter tooling and workflows — all while maintaining a personal advising caseload of 80+ students. Brings a Lean Six Sigma mindset, hands-on budget-forecasting experience, and years of direct community service — from disability-employment advocacy to residential support work — to civic leadership. Fluent in American Sign Language, with a demonstrated commitment to accessible, data-informed decision-making.

CORE COMPETENCIES

Team Leadership & Development · Budget Planning & Fiscal Oversight · Cross-Departmental Collaboration · Data-Driven Decision-Making (Power BI, Excel) · Process Improvement (Lean Six Sigma) · Community Engagement & Public Service · American Sign Language (Full Professional Fluency)

PROFESSIONAL EXPERIENCE

Data Solutions Strategist | *Contractor* | Tacoma, WA Jul 2025 – Present

- Designed a KPI dashboard in Power BI to visualize and track student lifecycle metrics for a higher education client, supporting data-informed decision-making.
- Built a report consolidating missing-grades data for a higher education client, streamlining tracking and highlighting areas of concern.
- Conducted retrospective performance analysis for a plumbing business client, identifying how earlier operational changes could have improved efficiency and profitability.

Director of Academic Advising | *Western Seminary* | Portland, OR Apr 2023 – Jul 2025

- Supervised a team of five advisors, providing leadership, training, and performance management.
- Collaborated with IT to develop planning and reporting tools that saved over \$40K annually and reduced weekly team workload.
- Designed Power BI dashboards tracking retention and diversity/inclusion outcomes; led training sessions for department directors on their use.
- Contributed to budget planning through enrollment trend analysis and forecasting.
- Liaised regularly with the Registrar, Admissions, Business Office, and Student Services to build systems supporting student progress and institutional goals.
- Directed strategic planning and continuous-improvement assessment for the Advising department.

Academic Advisor | *Western Seminary* | Portland, OR Oct 2021 – Mar 2023

- Advised 160+ students per term on academic, vocational, and financial planning.
- Collaborated with Admissions, Student Services, and the Registrar to implement a unified student-care workflow.
- Designed and launched a revamped advisor-onboarding process, shortening training time by 25%.

COMMUNITY & CIVIC INVOLVEMENT

Employment Consultant | *Trillium Employment Services* | Auburn, WA Oct 2014 – Jul 2016

- Supported adults with developmental disabilities in securing employment; built employer partnerships to promote inclusive hiring and advocated for workplace accommodations.

Young Adults Ministry Intern | *Auburn Grace Community Church* | Auburn, WA Aug 2014 – Aug 2016

- Led a weekly young-adults Bible study and organized community events; advised a student club at Green River College.

Community Support Specialist | *Puget Sound Regional Services* | Renton, WA

Apr 2011 – Jul 2012

- Supported adults with developmental disabilities in residential settings.

ADDITIONAL EXPERIENCE

Transit Operator | *King County Metro Transit* | Greater Seattle Area

Mar 2018 – Aug 2020

- Safely operated city transit buses, providing reliable public service to riders across the region.

Maintenance Technician | *Western Seminary* | Portland, OR

Oct 2020 – May 2022

- Performed preventative and emergency maintenance across facilities within budget constraints.

Store Manager | *Tully's Coffee* | Auburn/Kent, WA

Jun 2017 – Feb 2018

- Managed daily operations and supervised a team of 10; earned Rookie of the Quarter for sales growth.

EDUCATION

Master of Arts, Biblical Studies | *Western Seminary* | Portland, OR

2017 – 2022

Bachelor of Arts, Psychology | *Western Oregon University* | Monmouth, OR

2012 – 2014

CERTIFICATIONS & TRAINING

- Lean Six Sigma White Belt Certification
- Google Data Analytics – Ask Questions to Make Data-Driven Decisions
- Share Data Through the Art of Visualization
- Time Management & Productivity (LinkedIn Learning)

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name Zydek Bailey E
Last First MI
Residence Address [REDACTED]
Contact Phone [REDACTED] Date of Birth (mm/dd/yr) [REDACTED]
E-Mail [REDACTED]

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes ☐ No

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

[REDACTED]

Resume

Please attach a resume of no more than two pages to this application.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Sumner on separate pages using **no more than two pages total**:

1. What is your vision for our City and community?
2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?
3. What strengths would you bring to the Council?
4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

Applications and supporting documents must be received by July 30th at 5pm. Applications and supplemental materials received after 5pm will not be accepted. **Applications that include supporting materials that exceed the maximum page limit will not be accepted.**

The application and supporting documents should be e-mailed to: michellec@sumnerwa.gov or mailed to

Michelle Converse, City Clerk
City of Sumner
Councilmember Recruitment
1104 Maple Street, Sumner, WA 98390

Supplemental Questions

1. What is your vision for our City and community? I have witnessed so many changes to this incredible community over the past 41 years, and I am eager to contribute my time, energy, and expertise to the city's governance so that Sumner can continue to be the kind of city other small towns dream of being! While I understand that many factors impact a city's growth and development, I do believe it is important to do what we can to preserve Sumner's small-town charm. Our safe, walkable neighborhoods; good schools; vibrant downtown; quaint parks; and robust calendar of community events are what make Sumner such a desirable place to live. I believe it is the responsibility of the Council to do what it can to preserve the high quality of life that Sumner citizens enjoy.

2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these? I believe the three highest priorities the City needs to address include:

- i. Meeting the mandates of the slate of state housing laws that went into effect in 2023
- ii. Managing the increased traffic/parking/public service needs that result from a growing population;
- iii. Sustainable business growth and development.

Ideally, all three of these priorities would be addressed by balancing the needs and values of Sumner's existing citizens with the council's fiduciary responsibilities to taxpayers and any external factors that may be placing restrictions or obligations on the city.

3. What strengths would you bring to the Council? I currently run a growing state-funded legal representation program for foster children with a biennial operating budget of roughly \$20 million. As someone who has been entrusted with the administration of a public program funded by state taxpayer dollars, I know that every last penny counts and must be accounted for. I also understand the tension between "what we want to do" and "what we can do" when it comes to budgets, and I have a lot of experience finding creative ways to maximize the impact of every last dollar spent. Prior to my current position, I was a lawyer in private practice owning and operating my own firm, giving me firsthand experience with the challenges that small business owners can face. I understand the legislative process; state rules and regulations; and how government in general works. I am collaborative,

transparent, friendly, and adept at finding common ground and moving core issues forward.

- 4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?** I am an active member of the Maple Lawn PTA and spent the last school year volunteering as an art docent (among many other one-off volunteering opportunities at the school over the past several years, such as Spring Carnival, book fairs, etc.). As is likely evident from my resume, I feel a deep commitment to children and youth in our society and have used my volunteer work at Maple Lawn as yet another small way I can be a positive impact on their lives. On a macro level, I serve on a number of multidisciplinary professional groups concerning child welfare, including the Washington State Supreme Court Commission on Children in Foster Care (CCFC) and the Children's Justice Taskforce (CJTF). The aim of these groups is to improve the health, safety, and wellbeing of children and youth across the state by bringing together experts in all areas of child welfare and juvenile justice—judges, law enforcement, mental health professionals, medical professionals, social workers, attorneys, child advocates, tribes, service providers—to think creatively and work collaboratively toward a shared goal of improving the lives of children and youth in Washington State. My work in these spaces, especially on the CCFC and CJTF, have instilled in me a deep understanding of and appreciation for the kind of impact a committed group of individuals can have on public life.

EDUCATION

Tulane University School of Law
JD, *magna cum laude*

New Orleans, LA
May 2013

University of Washington
BA Latin American Studies, *cum laude*
BA Spanish, *cum laude*

Seattle, WA
March 2008

PROFESSIONAL EXPERIENCE

Office of Civil Legal Aid
Children's Representation Program

Olympia, WA
July 2021-Present

Program Director Oct. 2024-Present

Develop, execute, and direct the programmatic objectives of OCLA's Children's Representation Program, including recruitment, training, stakeholder engagement, implementation of legislation, policy development, and program expansion. Oversee a team of 8 staff. Develop and oversee a biennial operating budget in excess of \$20 million. Interface with lawmakers as a subject matter expert and provide key testimony and advocacy concerning program priorities. Effected an agency-wide reorganization and position-alignment. Created the agency's first lived expert advisory panel to incorporate the voice of impacted communities in programmatic objectives.

Program Manager Mar 2022-Oct 2024

Program Counsel July 2021-March 2022

Wildwood Legal, PS
Owner & Practitioner

Tacoma, WA
January 2015-December 2021

Practice primarily focused on the representation of children and youth in dependency and termination of parental rights proceedings. Included some private CHINS/ARY representation and adoptions.

Law Office of Kathrine Price
Associate Attorney

Tacoma, WA
October 2013-January 2015

Primarily represented children and parents in dependency proceedings in Pierce County. Included some family law and defense for civil contempt cases and misdemeanors (adult and juvenile).

PROFESSIONAL MEMBERSHIP

Children's Justice Task Force
Member

Olympia, WA
April 2023-Present

Supreme Court Commission on Children in Foster Care
Commission Member

Olympia, WA
March 2022-Present

WSBA Juvenile Law Section
Chair/Chair-Elect

Seattle, WA
October 2022-Present

WSBA Juvenile Law Section
Legislative Liaison

Seattle, WA
October 2019-September 2022

National Association of Counsel for Children
State Coordinator

Denver, CO
August 2022-Present

PUBLICATIONS

Washington State Family and Youth Justice Programs
Juvenile Non-Offender Benchbook

December 2024-2025

Editor: *Chapter 32: Emancipation of Minors*

Editor: *Chapter 23: Reinstatement of Parental Rights*

Co-Editor: *Chapter 5: Representation for Children & Youth*

WSBA Council on Public Defense
Family Defense Standards Sub-Workgroup

September 2024

Co-Editor: *Washington State Bar Association Standards for Indigent Defense Services*
(Rev. Sept. 2024) family defense standards

Supreme Court Commission on Children in Foster Care
Children's Representation Standards Workgroup

September 2022

Co-Author: *Representation of Children and Youth in Dependency Cases Practice, Caseload, and Training Standards*

Washington State Bar Association
Family Law Deskbook

January 2022

Co-Editor: *Washington Family Law Deskbook* (2022) dependency & CHINS/ARY chapter.