



## City Council Regular Meeting Agenda

This City Council meeting will be held in person at the Council Chambers on the 5th floor of City Hall, 333 S. Meridian.

The meeting can be viewed online via the city website (<https://bit.ly/3UDpXHe>) on YouTube (<https://bit.ly/45iUPQM>) and on Zoom (<https://bit.ly/PuyallupZoom>). To listen by phone, call 253-215-8782 and enter webinar ID 859 7094 8273 and passcode 884215.

Public comments can be submitted in writing at [info@puyallupwa.gov](mailto:info@puyallupwa.gov) until 5:30 p.m. and be distributed to the City Council prior to the meeting, or in-person. No public comments will be accepted via Zoom.

Tuesday, August 26, 2025  
6:30 PM

### PLEDGE OF ALLEGIANCE

### ROLL CALL

#### 1. APPROVAL OF AGENDA

#### 2. CONSIDERATION OF MINUTES

- 2.a **Pg. 4** - Approval of the June 17, 2025 minutes  
[June 17, 2025 minutes](#)
- 2.b **Pg. 9** - Approval of the July 1, 2025 minutes  
[July 1, 2025 minutes](#)
- 2.c **Pg. 14** - Approval of the July 15, 2025 Study Session minutes  
[July 15, 2025 Study Session minutes](#)
- 2.d **Pg. 16** - Approval of the July 22, 2025 minutes  
[July 22, 2025 minutes](#)

#### 3. PRESENTATIONS AND PROCLAMATIONS

- 3.a Award presentation for employee Michael Brown for his live-saving efforts at Puyallup Day Camp
- 3.b **Pg. 24** - Senior Center Proclamation  
[Proclamation](#)
- 3.c **Pg. 25** - Washington State Fair Proclamation  
[Proclamation](#)

### CITIZEN COMMENTS

#### 4. CONSENT AGENDA

- 4.a **Pg. 26** - Accept a SparkGood Grant from Wal-Mart for Puyallup Police Department community event supplies
- 4.b **Pg. 27** - Accept a Washington State Criminal Justice Training Commission Grant for Officer Wellness
- 4.c **Pg. 28** - Accept two grants from the Washington State Department of Commerce
- 4.d **Pg. 29** - Accept a grant from the United States Department of Homeland Security's Federal Emergency Management Agency for the 39th Avenue SE Water Tank No. 2 project
- 4.e **Pg. 30** - Accept the 5th Avenue SW and Garden Way Utility Improvements project as complete
- 4.f **Pg. 31** - Contract and project completion regarding demolition work for the Meeker Festival Street/Market Hall projects
- 4.g **Pg. 32** - Interlocal Agreement with Pierce Conservation District to support the National Pollutant Discharge Elimination System Permit and City of Puyallup open spaces  
[Interlocal Agreement](#)  
[Scope](#)
- 4.h **Pg. 39** - Approve accounts payable, payroll, and electronic fund transfers from June 2025  
[Voucher](#)
- 4.i **Pg. 41** - Authorize a contract with Motorola Solutions for support of the public radio safety infrastructure system
- 4.j **Pg. 42** - Purchase of ultraviolet equipment for the Water Pollution Control Plant
- 4.k **Pg. 43** - Final Utility Relocation Agreement for the Puget Sound Gateway Programs SR167 Extension Interchange Stage 2A  
[Interagency Agreement](#)

## 5. PUBLIC HEARINGS

- 5.a **Pg. 64** - Public Hearing and first reading of an Ordinance to vacate 2nd Street SE between E Meeker and E Main St for the Meeker Festival Street Project and public plaza as part of the Palindrome Communities mixed use project on the City's downtown Cornforth Campbell property  
[Ordinance](#)  
[Petition](#)

## 6. ORDINANCES

- 6.a **Pg. 70** - First reading of an ordinance pertaining to 2025 routine budget adjustments  
[Ordinance](#)  
[Exhibit A](#)  
[Exhibit B](#)

## 7. CONSIDERATIONS AND REQUESTS

7.a **Pg. 76** - Puyallup Skatepark Replacement Design  
[Skatepark design](#)

## **CITY MANAGER'S REPORT**

## **COUNCIL REPORTS**

## **MAYOR'S REPORT**

## **EXECUTIVE SESSION**

## **ADJOURNMENT**

**The City of Puyallup does not discriminate on the basis of disability, race, color, or national origin in its programs, services, or activities. If you need language assistance, translation, or an auxiliary aid, service, or policy modification to fully participate, please contact the City Clerks Office at (253) 841-4321 (TTY 711) or [info@puyallupwa.gov](mailto:info@puyallupwa.gov) at least 48 hours before the event; later requests will be honored when feasible.**

**City of Puyallup**  
**Regular City Council Meeting**  
**June 17, 2025**

**COUNCILMEMBERS PRESENT:** Mayor Kastama, Deputy Mayor King, Councilmember Adler, Councilmember Door, Councilmember Gilliam, Councilmember Johnson, and Councilmember Witting

**APPROVAL OF THE AGENDA**

**Council Action:** A motion was made by Councilmember Johnson, and seconded by Deputy Mayor King, to approve the agenda. The motion passed 7-0.

A motion was made by Mayor Kastama, and seconded by Councilmember Gilliam, to amend the agenda to add Review of July 4<sup>th</sup> Fireworks Regulations as item 2c. The motion passed 7-0.

**PRESENTATIONS AND PROCLAMATIONS**

**Presentation honoring Deputy Chief Dave McDonald**

City Manager (CM) Steve Kirkelie honored Deputy Chief Dave McDonald for his 35 years of service to the Puyallup Police Department, where he rose through the ranks from entry-level Officer in 1989 to Deputy Chief in 2012. Notably named Officer of the Year twice and actively engaging with the community as a Rotarian, McDonald expressed gratitude for his career and strong community bonds despite growing up in Steilacoom. The City Council paid tribute to him, calling him an irreplaceable leader and praising his professionalism and dedication during challenging times.

**Ride Transit Month**

Mayor Kastama read a proclamation declaring June 2025 as Ride Transit Month in Puyallup, recognizing Pierce Transit and Sound Transit. Kurt Kohlwes, Government Relations Administrator for Pierce Transit, accepted the proclamation, emphasizing public transit's role in providing opportunities and driving the local economy.

**Review of July 4<sup>th</sup> Fireworks Regulations**

Police Chief Scott Engle outlined the department's enforcement and education plan for the Fourth of July, noting the additional challenges this year since the holiday falls on a Friday. To address potential fireworks complaints, the department has increased staffing. Chief Engle encouraged residents to call 911 to report fireworks issues, emphasizing that, unlike other cities that use online reporting systems, Puyallup prioritizes dispatching officers in response to these calls. Fireworks are legally permitted only from 9 AM to 11 PM on July 4th. Additionally, an awareness campaign will be launched across social media platforms in the coming week.

**CITIZEN COMMENTS**

Paul Rometsch thanked Council for Ride Transit Month recognition. As an advocate for age-friendly cities, he stressed the significance of transit due to Puyallup's age, ability, and income barriers in transportation. Noting the City's low transportation score on AARP's livability index, Mr. Rometsch proposed enhancing transit stops, especially by adding a bench and shelter at the senior activity center stop, highlighting the long wait seniors endure without seating options.

Robin King discussed House Bill 1337 and the City's ADU plans. She acknowledged the rationale behind limiting ADUs in lahar areas but viewed some mandates as excessive. Ms. King urged Council to permit a limited number of ADUs in the lahar region on a first-come, first-served basis, balancing growth and resident investment opportunities.

Bud Metzger commended Deputy Chief McDonald as a "straight shooter" deeply rooted in the community. He proposed naming something in Deputy Chief McDonald's honor. Critiquing the Council's planning decisions, Mr. Metzger called the walking distance metrics "improvised" and stressed that panic during emergencies makes their assumptions unrealistic.

Andrelyn Izquierdo thanked Council for the Ride Transit Month proclamation and shared personal stories of public bus drivers acknowledging improvements in driver behavior over time. She urged Council to enhance funding and expand transportation schedules into more neighborhoods, especially during inaccessible hours.

## **CONSENT AGENDA**

**~~Authorize entering a contract with Stumpy Tree Service for the 2025 Clarks Creek Elodea Management project~~**

**Authorize entering a contract and a change order to add Pour-in-Place Rubber Surfacing to Van Lierop Park Playground**

**Authorize entering a contract with AHBL for the development of the Parks Recreation and Open Space Plan**

**Authorize entering a contract with True Fitness for fitness equipment at the public safety building**

**Authorize an Emergency Declaration to repair a sinkhole at the intersection of 18<sup>th</sup> Street SW and 5th Avenue SW**

**Authorize entering a contract with Psomas for the Shaw Road Widening, Phase 4A, 25th to 20th Avenue CT E Project**

**Authorize entering a contract with BHC Consultants, LLC., for design services on the Candlewood Pump Station project**

**Council Action:** A motion was made by Councilmember Witting, and seconded by Councilmember Gilliam, to approve the consent agenda and move item 3a to item 4c of the agenda. The motion passed 7-0.

## **ORDINANCES**

### **Second reading of an interim zoning ordinance amending Title 20 Puyallup Municipal Code to address middle housing in compliance with HB 1110**

Planning Manager (PM) Katie Baker introduced an ordinance to regulate middle housing in residential zones, aligning with House Bill 1110. This ordinance prohibits such housing in volcanic hazard areas, except lots within half a mile of the hillside base. Council acknowledged the challenges of implementing state legislation while reviewing amendments to the Comprehensive Plan and indicated that deeper discussions on these provisions would take place in future meetings. Additionally, Council aims to secure funding for a comprehensive study following the approval of the Comprehensive Plan, focusing on data-driven decisions to address ongoing issues while developing a more detailed resolution temporarily. The interim ordinance will remain in effect for six months, after which the Council will decide whether to maintain, modify, or completely revise it.

**Council Action:** A motion was made by Councilmember Johnson, and seconded by Councilmember Witting, to approve the second reading of the ordinance. With a roll call vote, the motion passed 5-2 (Adler, Door).

### **Second reading of an ordinance to amend Titles 11, 14, 20, and 21 of the Puyallup Municipal Code**

Associate Planner (AP) Nabila Comstock presented an ordinance to amend Puyallup's accessory dwelling unit (ADU) regulations in compliance with House Bill 1337, which must be adopted by June 30, 2023, to enhance housing options and reduce barriers for ADU construction. Key changes include permitting up to two ADUs in single-family zones, removing owner occupancy requirements, and capping ADU size at 1,000 square feet, with amendments allowing for three bedrooms per ADU and restrictions on construction in volcanic hazard areas, subject to exceptions.

Council emphasized the need for streamlined processes and support for an ADU toolkit involving architect agreements and expressed opposition due to concerns about financial pressures on residents and the ordinance's permanence versus temporary solutions.

**Council Action:** A motion was made by Councilmember Johnson, and seconded by Deputy Mayor King, to approve the second reading of the ordinance. With a roll call vote, the motion passed 5-2 (Adler, Door).

### **Authorize entering a contract with Stumpy Tree Service for the 2025 Clarks Creek Elodea Management project**

Council discussed the \$230,000 cost for a one-year project to remove Elodea, raising questions about contract reimbursement. City Engineer Hans Hunger stated that the total includes management of both City and County waters in Clarks Creek, with Pierce County providing up to \$125,000 in reimbursements for this year's oversight. Council sought clarification on potential financial liabilities if Puyallup annexes additional urban growth areas near Clarks Creek. CE Hunger mentioned ongoing cost-sharing with Pierce County due to sediment impact of unincorporated regions, though specifics are pending. City Manager (CM) Steve Kirkelie confirmed that the motion covers the full \$230,000, including a 10% contingency over the \$209,000 base amount.

**Council Action:** A motion was made by Councilmember Witting, and seconded by Councilmember Gilliam, to approve the contract with Stumpy Tree Service. The motion passed 7-0.

### **CITY MANAGER'S REPORT**

CM Kirkelie announced the July 1, 2025, meeting would feature an update from the State Department of Transportation on the SR-167 project, addressing inquiries about work that has started on the portion leading into Puyallup. Regarding Fourth of July fireworks outreach, the City will publish articles in the e-newsletter and use both City and Police Department social media channels for education, as done in previous years.

### **COUNCIL REPORTS**

Councilmember Witting reported that the Wall Bashing ceremony at the Cornforth Campbell Palindrome project was a successful event. He also reminded everyone about Taste Northwest coming up June 27-29 at the fairgrounds.

Councilmember Johnson praised the Meeker Days Festival, expressing gratitude to the Puyallup Main Street Association and City partners.

Councilmember Gilliam shared her enthusiasm for cleaning up after the Meeker Days event and seeing Youth Center graduates among the vendors. She appreciated the new main stage with its welcoming "hometown feel" and reminded parents to check out Parks and Rec summer camps as the school year ended.

Councilmember Door congratulated the Puyallup Main Street Association on the Meeker Days event. Councilmember Door also mentioned her participation in the Wall Bashing ceremony at the Palindrome project. Lastly, she shared her experience touring the transformed former YMCA building, where she spent many hours building daffodil floats.

Councilmember Adler highlighted the Summer Con event at the Washington State Fair, featuring several celebrities, and encouraged the public to attend.

Deputy Mayor King reported helping at the Main Street Association booth during the Meeker Days event. He also congratulated Puyallup High School soccer player Zach Robertson for being awarded the News Tribune's 2025 All Area Soccer Player of the Year.

### **MAYOR'S REPORT**

Mayor Kastama reflected on the City's approach to redevelopment of City-owned properties, explaining how Puyallup actively searches for high-quality developers with proven track records.

### **EXECUTIVE SESSION**

At 8:00 p.m., Mayor Kastama noted the Council will now recess into executive session to discuss with City Attorneys litigation or potential litigation to which the City, the City Council, or a Councilmember acting in an official capacity is, or is likely to become, a party. The executive session is expected to last one hour, and no further action is expected following the executive session.

At 8:55 pm, the City Clerk announces a 15-minute extension of the executive session.

At 9:15 pm, the City Clerk announces a 15-minute extension of the executive session.

**ADJOURNMENT** - 9:15 pm.

**City of Puyallup  
Regular City Council Meeting  
July 1, 2025**

**COUNCILMEMBERS PRESENT:** Mayor Kastama, Deputy Mayor King, Councilmember Witting, Councilmember Door, Councilmember Gilliam, and Councilmember Johnson

**COUNCILMEMBERS EXCUSED:** Councilmember Adler

**APPROVAL OF THE AGENDA**

**Council Action:** A motion was moved by Councilmember Gilliam, and seconded by Deputy Mayor King, to approve the agenda with the addition of item 2b. Fireworks presentation by Deputy Chief Massey and 2c. Presentation of an Ordinance modifying the start time for Fireworks Discharge in 2026. The motion passed 5-1 (Door).

**PRESENTATIONS AND PROCLAMATIONS**

**Parks and Recreation Month Proclamation**

Mayor Kastama read a proclamation recognizing July as Parks and Recreation Month in the City of Puyallup, highlighting the City's 19 parks and 387 acres of parks and open space. Parks and Recreation Director (PRD) Cody Geddes accepted the proclamation and introduced Recreation Coordinator (RC) Marlus Francis, who detailed summer activities, highlighted the positive feedback on the new wood art sculpture in Pioneer Park, and provided an update on Van Lierop Park playground and the skate park design.

**Fireworks Presentation by Deputy Chief Massey**

Deputy Police Chief Gregory Massey announced the department's enforcement strategy for fireworks leading up to July 4th, which includes daily social media updates from July 1st to 6th to inform the public about allowed and prohibited fireworks. From July 2nd to 6th, citizens can report fireworks concerns by calling 911 or the non-emergency line, and officers will respond to these calls. The department will also increase staffing to address illegal fireworks, and the Fire Marshal will be present at Station 71 on July 4th to assist with enforcement and confiscation as needed.

**Presentation of an Ordinance Modifying the Start Time for Fireworks Discharge in 2026**

Mayor Kastama has introduced an ordinance to change the start time for fireworks discharge on July 4 from 9:00 a.m. to 12:00 p.m. This new enforcement is set to begin on July 4, 2026, to allow for a full year of public notice. Council discussed concerns about transparency and the procedural process, noting that there was no prior support for this change during discussions in April 2024. City Attorney Joe Beck advised that adding the ordinance to the agenda bypassed the usual procedural rules.

**Council Action:** A motion was made by Deputy Mayor King, and seconded by Councilmember Witting, to suspend the Rules of Procedure and conduct first and second reading of the proposed ordinance. With a rollcall vote, the motion passed 5-1 (Door).

### **CITIZEN COMMENTS**

Kimberly Sudderth expressed concerns about 12th Avenue S near Good Samaritan Hospital. She mentioned multiple incidents involving erratic driving caught on camera. She urged Council to install speed bumps on 12th Avenue, similar to those on 21st Avenue, and pledged to gather petitions if necessary.

John Hopkins Praised the Parks and Recreation Department's phenomenal work and great leadership. He noted excellent progress on sidewalk work at the top of the 5-mile loop on 23rd Avenue. He complimented the Van Lierop Park play equipment design that reflects the step-by-step barn-type design.

### **CONSENT AGENDA**

~~Accept the Pioneer Park Pavilion Lighting and Acoustical Upgrades as Complete~~

**Authorize a contract with Gray and Osborne, Inc., for the Water Pollution Control Plant 3rd Secondary Clarifier Project**

**Interagency Agreement with the Washington State Department of Ecology to provide Pollution Prevention Assistance Specialists**

**Authorize a contract with BCRA for the Pioneer Park Pavilion Lighting project**

**Authorize a contract with Axon Enterprise, Inc., for body-worn and in-vehicle cameras and associated products for the Puyallup Police Department**

**Council Action:** A motion was made by Councilmember Witting, and seconded by Councilmember Gilliam, to approve the consent agenda and move item 3a to 4c. The motion passed 6-0.

### **RESOLUTIONS**

**Resolution Setting a Public Hearing for the Vacation of 2nd Street SE Between E Meeker and E Main Street**

Public Works Director Ken Davies presented a resolution to schedule a public hearing on August 26, 2025, to discuss the vacation of a section of 2nd Street SE, located between East Meeker and East Main Streets. This segment measures 60 feet in width and approximately 240 feet in length. It is associated with a development agreement that was finalized on January 27, 2025, with the Palindrome Properties Group.

**Council Action:** A motion was made by Councilmember Gilliam, and seconded by Deputy Mayor King, to approve the resolution. The motion passed 6-0.

### **Resolution Updating the City's 2025 Non-Represented Employees Salary Schedule**

Human Resources Director (HRD) Katie Ortega proposed a resolution to change the pay grade for the Payroll Specialist position from grade 38 to 42. A salary survey identified that the current pay was 13% below the average of similar positions in cities with comparable conditions, which prompted the recommended adjustment prior to initiating recruitment efforts.

**Council Action:** A motion was made by Councilmember Gilliam, and seconded by Deputy Mayor King, to approve the resolution. The motion passed 6-0.

### **Accept the Pioneer Park Pavilion Lighting and Acoustical Upgrades as Complete**

PRD Geddes provided an update on the completed acoustic and lighting upgrades at the Pioneer Park Pavilion. The upgrades included the installation of 26 acoustic overhead panels and additional acoustic paneling on the upper walls, significantly enhancing the pavilion's acoustics. A lighting bar with seven adjustable overhead lights was added above the stage, improving the overall lighting capabilities. Further improvements are planned, including the replacement of the projector and adjustments to the audio-visual system, with funding approved to explore adding LED panels to the projector for better daytime viewing.

Council expressed enthusiasm and support for the upgrades, noting their satisfaction with the improvements to both acoustics and stage lighting, which had been problematic in the past. They also appreciated the addition of a podium monitor, which allows presenters to see their presentations without turning away from the audience.

**Council Action:** A motion was made by Councilmember Johnson, and seconded by Councilmember Gilliam, to approve the resolution. The motion passed 6-0.

### **CONSIDERATIONS AND REQUESTS**

#### **SR 167 Completion Project Briefing**

Program Administrator John White from the Washington State Department of Transportation, alongside colleagues Tom Slimak and Steve Fuchs, provided a comprehensive update on the SR 167 completion project, detailing key milestones and strategic planning efforts. The project has made notable progress, including the recent opening of the first mile of the SR 509 Expressway, backed by a total funding of \$2.83 billion, bolstered by local contributions. The newly implemented tolling plan will affect only the new expressways, with rates adjusted based on the time of day. Additionally, construction timelines reveal that Stage 1B, which connects I-5 to the Port of Tacoma, is slated to open by fall 2026, while Stage 2A, featuring a diverging diamond interchange, is expected to be completed by fall 2027.

The presentation also addressed public concerns regarding ongoing construction, particularly the complexities associated with the diverging diamond interchange. Mr. Slimak emphasized the importance of an educational campaign to ease the transition for drivers. In the meantime, plans are moving forward for the imminent demolition of the old Puyallup River steel bridge, with portions designated to be preserved as historical markers. The discussion also touched on traffic congestion at the Canyon Road exit, suggesting that the WSDOT should take proactive measures to minimize the impact on downtown Puyallup. Furthermore, potential management changes for River Road post-SR 167 completion were explored, highlighting collaborative efforts among Puyallup, Pierce County, and Tacoma to enhance safety and traffic management as the region anticipates the project's full realization by fall 2029.

**Accept a grant from Pierce County Human Services, authorize the use of City Opioid Settlement Funds, and authorize an agreement with Catholic Community Services**

Emergency Management Manager (EMM) Kirstin Hoffman provided an update on the ongoing Hotel Project. The program has served a total of 224 people and has maintained full capacity since February 2021, with 60 additional individuals currently on the waitlist. EMM Hoffman also highlighted a new grant from Pierce County Human Services for the period from July 1, 2025, to June 30, 2026. However, this grant comes with a 10% funding reduction for all recipients.

To offset this shortfall and avoid service reductions, EMM Hoffman proposed using \$95,956 from opioid settlement funds. She pointed out that 92% of the program participants have either a history of opioid use or are currently using opioids. In response to a question from Council, staff confirmed that the current balance of the opioid fund is \$614,000, indicating that there are sufficient funds available to cover the funding gap.

**Council Action:** A motion was made by Councilmember Gilliam, and seconded by Deputy Mayor King, to accept a grant from Pierce County Human Service and authorize the use of City Opioid Settlement Funds. The motion passed 6-0.

**Pierce Transit Long Range Plan presentation**

Pierce Transit's Chief Planning Officer, Ryan Wheaton, provided an update on Pierce Transit's long-range plan, reporting that 55 public events and over 700 survey responses were gathered in the past year, with three-quarters of the responses coming from active transit users. The primary feedback called for expanded service coverage, including more frequent trips, new routes, and longer service hours. Mr. Wheaton noted that current funding supports about 470,000 annual service hours, with a near-term limit of 482,000 hours, and that meeting community expectations would require additional resources. To address this, he outlined two funding scenarios: Scenario A would raise the sales tax to 0.9%, increasing service hours by 24% and improving Routes 4 and 402 in Puyallup; Scenario B would raise the tax to 1.1%, increasing service hours by 55% and adding a new Shaw Road route.

Council discussion focused on service gaps in underserved areas, safety concerns related to fare enforcement, and the historical absence of transit along Shaw Road despite high traffic volumes. Council also expressed interest in exploring emerging transportation technologies such as

autonomous vehicles and robotaxis. Mr. Wheaton acknowledged prior challenges with pilot programs but indicated openness to pursuing innovative solutions in partnership with Puyallup.

### **CITY MANAGER'S REPORT**

Acting City Manager Kirstin Hofmann reminded Council that the next meeting will be a study session on July 15, 2025, and will focus on the mid-biennium budget and updates to the critical areas ordinance.

### **COUNCIL REPORTS**

Councilmember Door reported on her visit to Pine and Page bookstore on Sunday, noting they have already received new book shipments. She welcomed them to Puyallup and mentioned there's also a bookstore near TJ Maxx. She highlighted upcoming Kiwanis kids park events and movies in the parks.

Councilmember Gilliam expressed pride in the Parks and Recreation team for maintaining parks and bringing the community together. She reminded residents about the non-emergency police number for July 4th issues. She cautioned about firework safety, sharing a personal story about fireworks safety.

Councilmember Johnson addressed the speeding concerns near the hospital raised during citizen comments, expressing empathy and noting his sensitivity to speeding issues.

**ADJOURNMENT** - 9:05 pm.

**City of Puyallup  
City Council Study Session  
July 15, 2025**

**COUNCILMEMBERS PRESENT:** Mayor Kastama, Deputy Mayor King, Councilmember Adler, Councilmember Door, Councilmember Gilliam, Councilmember Johnson, and Councilmember Witting

**APPROVAL OF THE AGENDA**

**Council Action:** A motion was made by Deputy Mayor King, and seconded by Councilmember Gilliam, to approve the agenda. The motion passed 7-0.

**AGENDA ITEMS**

**2026 mid-biennium budget forecast and discussion**

Finance Director (FD) Barbara Lopez presented the 2026 mid-biennium budget forecast, noting the RCW-mandated review allows for targeted adjustments based on new information since the original budget adoption. She explained the review's narrow scope—focused on budgeted revenues, significant expenses, departmental needs, community funding, and the six-year capital plan. Lopez outlined the 2026 property tax levy projection, based on the 2025 levy with allowable increases for new construction, totaling \$11,003,087. While sales tax collections are improving in 2025, she cautioned against overestimating revenues given ongoing economic uncertainties. To maintain alignment with the City's budget stability policy, she recommended adjusting property tax revenue to match the forecasted levy and reducing the sales tax budget by \$325,000. Some Councilmembers supported maintaining conservative revenue projections, acknowledging that further budget reductions could require identifying potential expenditure cuts.

In discussing broader financial planning, FD Lopez reported Tier 3 funding availability, projecting an excess of \$2.6 million above reserve requirements by the end of the 2024 biennium. Combined with ARPA interest earnings, this totals approximately \$8.7 million, of which \$5 million is already allocated to the jail remodel, leaving \$3.7 million for Council discretion. She also confirmed that HB 1406 affordable housing funds total \$1,075,000, earmarked for projects such as affordable housing development, maintenance, nonprofit grants, and public housing initiatives.

**Critical Areas Ordinance Update**

Senior Planner (SP) Kendall Wals introduced the Critical Areas Ordinance update, focusing on several key aspects of the project, including stream buffer updates. The update aligns with the state's Growth Management Act, aiming to conserve environmentally sensitive areas using the best available science. As this major update has not been performed since 2006, it was necessary to address inconsistencies and update procedural standards.

Council raised several concerns during the discussion. They highlighted the potential impact of expanded stream buffers on existing residential properties and accessory dwelling units. Some Councilmembers noted the need to balance environmental conservation with responsible urban development. They also suggested that mitigation measures should be considered to allow flexibility for development near these critical areas.

Furthermore, Council expressed concern regarding the implications of increased buffers, as they could heavily restrict development on certain properties. They were interested in exploring options to compensate property owners affected by these changes, particularly in terms of taxation. Council emphasized the importance of examining the practical application of buffer expansions, questioning whether such measures are overly cautious and requesting further analysis accompanied by maps showing overlay with property structures.

### **CITIZEN COMMENTS**

Andrelyn Izquierdo proposed enhancements to the Critical Areas Ordinance to address human activity impacts like trespassing, vandalism, and pollution, which threaten environmentally sensitive areas. She suggested mitigation measures to preserve area safety and environmental quality without significantly affecting current or proposed budgets.

### **EXECUTIVE SESSION**

Council will now recess into an executive session to review the performance of a public employee. The executive session is expected to last one hour, and no further action is expected following the executive session.

At 8:50 pm. Acting City Clerk (ACC) Yessenia Abarca announced a 15-minute extension.

At 9:05 pm. ACC Abarca announced an additional 15-minute extension.

**ADJOURNMENT** - 9:20 pm.

**City of Puyallup  
Regular City Council Meeting  
July 22, 2025**

**COUNCILMEMBERS PRESENT:** Mayor Kastama, Deputy Mayor King, Councilmember Adler, Councilmember Door, Councilmember Gilliam, Councilmember Johnson, and Councilmember Witting

**APPROVAL OF THE AGENDA**

**Council Action:** A motion was made by Deputy Mayor King, and seconded by Councilmember Gilliam, to approve the agenda. The motion passed 7-0.

**CONSIDERATION OF MINUTES**

**Council Action:** A motion was made by Councilmember Gilliam, and seconded by Deputy Mayor King, to approve the June 3, 2025 minutes. The motion passed 7-0.

A motion was made by Deputy Mayor King, and seconded by Councilmember Gilliam, to approve the June 10, 2025 minutes. The motion passed 7-0.

**CITIZEN COMMENTS**

Lindsey Topping-Schultz expressed concern with proposed Comprehensive Plan updates, urging the City to adopt policies that support all citizens.

Dave Wetzel criticized the removal of references to the Medicine Creek Treaty of 1854, DEI language, and climate change. He attributed the changes to party politics and urged a return to the Planning Commission's draft.

Shannon Bennett thanked Council for recognizing youth and opposed removing DEI language. She referenced Puyallup's history with racism and stated that eliminating DEI could conflict with state law and risk litigation.

Matthew Caras expressed disappointment with the amendments, citing personal family experiences with discrimination.

John Hopkins announced the All Along the Riverwalk event, scheduled for the weekend from 10:00 a.m. to 2:00 p.m., with about 100 vendors in partnership with Arts Downtown.

Michael Yoder opposed the amendments, citing conflicts with state law and the risk of losing funding if federal directives are prioritized over state requirements.

Josie Hunter opposed removing equity language and stressed the need to address climate change.

Leslie Knight opposed reliance on federal executive orders, noting most are not court-approved, and urged adherence to state law.

Luke Smith emphasized the importance of equity in recognizing differing circumstances and stressed inclusion on native land.

Penni Thorpe expressed concern about proposed changes, warning they could result in plan disapproval and loss of state funding if inconsistent with regional and state requirements.

Kathleen MacLeod used Title IX as an example of equity implementation, explaining how equity adjusts resources to meet needs and benefits all in the long term.

Trish Siltala opposed the amendments, citing contradictions with Puyallup's values and describing the removal of race as historical regression.

Charlene Cook expressed concern that amendments disregarded the extensive input of community members.

Paul Rometsch described the Comprehensive Plan process as inclusive and questioned the timing of changes after completion of the final environmental review.

Joe Colombo opposed the removal of climate change references, citing recent flooding events as evidence of risk.

Karen Urlie opposed removing language addressing vulnerable populations and described the amendments as harmful and regressive.

Elise Deguisseppi opposed replacing "equity" with "equality" and the removal of tribal history language, citing potential violations of state law.

Gabrielle Irle opposed the amendments, urging Council to retain equity language and acknowledge tribal history.

Sara Blakey emphasized the importance of equity before equality, voiced concern about executive orders, and urged preservation of inclusive language.

Libbie Bristow supported broader representation in City committees to ensure diverse perspectives.

Linda Saarela thanked Council for listening but opposed changes she said would create division and diminish the City's welcoming reputation.

Jon Goebel opposed removing references to socioeconomic hardship and native contributions, describing such actions as dishonoring the community.

Andrelyn Izquierdo emphasized access to abortion healthcare as essential, particularly for vulnerable populations.

Roger Tanquiet opposed the removal of equity language, tribal history, and DEI provisions, citing concerns about partisanship.

Lauren Starina opposed the removal of DEI language, citing her experience with diverse youth in City programs.

Heather Schiller opposed the removal of state-required equity language and tribal history references, warning of funding risks.

Laura Penalver-Vargas opposed the amendments, stating they disregarded indigenous history in favor of pro-development policies.

Vicki Burk criticized the removal of DEI language and protections for marginalized groups, warning against repeating historical mistakes.

Pennie Saum opposed removing equity and tribal language, noting recent Council commitments to those principles.

Jenn-Marie Strickling Severns criticized the amendments as reckless and partisan, urging alignment with state law.

Jen Rittenhouse opposed changes replacing “equity” with “equality” and erasing tribal history, urging leadership grounded in honesty and justice.

Jeff Watson stated that Washington law requires equity in Comprehensive Plans and urged Council to adopt the original draft.

Nancy Shattuck opposed the removal of equity and tribal language, emphasizing systemic barriers and generational inequities.

Eladio Vargas urged Council to prioritize truth in policymaking to avoid repeating historical mistakes.

Melissa Bedford opposed the amendments, stating they send a message of exclusion to people of color.

JMarie Johnson-Kola opposed the amendments, arguing they exclude diverse community voices.

Dave DeGroot supported the amendments, arguing that equity undermines constitutional equal rights.

Kristi Wright opposed replacing DEI with equality language, warning that it undermines accountability and recognition of historical disparities.

Erik Showacy opposed vague references to executive orders, warning of potential misuse and legal risk.

Janet Hunter opposed the removal of tribal history and climate change language, emphasizing the importance of truth and tailored equity.

Amelia Gluba opposed the amendments, encouraging Council to retain history, DEI, and climate change language.

Bud Metzger emphasized the importance of public involvement and opposed assumptions that silence equates to support.

Chris Chisholm expressed concern that amendments misrepresented community views and urged collaborative compromise.

Marianna Hyke opposed the removal of DEI, citing her labor and community experience and the negative message such changes send.

Jemma Stormhart opposed the amendments, citing conflicts with state law and disregard for tribal history.

Morgen Asher emphasized climate action and recognition of indigenous history in future projects.

Carol Colin expressed concern about political alterations to the plan and emphasized preserving diversity.

Breanna Soliz opposed the amendments, citing personal experiences with incomplete education on local history.

Susan Dovery criticized Council for being unwilling to embrace change and listen to constituents.

Bailey Summerhill opposed the amendments, describing them as regressive and inconsistent with the City's history.

Robert Blakey expressed interest in the Council's final decision and urged a definitive vote.

## **CONSENT AGENDA**

**Interagency Agreement with the Washington State Department of Transportation for the construction of Stage 2b of SR 167**

**Accept a grant from the Puyallup River Watershed Council for the Library Children's Area**

**Contract with Mead and Hunt for the Puyallup Pretreatment Source Control Program Update**

**Contract with Becker Blacktop, LLC for the Inter Ave Roadway Resurfacing project**

**Accept the Minnich Property Demolition project with Rivers Edge as complete**

**Contract with Environmental Systems Research Institute, Inc. for licensing of Geographic Information System Software**

**2025-2027 City of Puyallup and Puyallup Police Association Collective Bargaining Agreement**

**Approve accounts payable, payroll, and electronic fund transfers from May 2025**

**Contract with RH2 Engineering, Inc., for the Valley Sewer Trunk Upgrade project**

**Council Action:** A motion was made by Deputy Mayor King, and seconded by Councilmember Door, to approve the consent agenda. The motion passed 7-0.

### **PUBLIC HEARINGS**

**Public hearing on interim zoning controls to accommodate middle housing allowances**

Planning Manager (PM) Katie Baker reviewed the interim middle housing ordinance that Council adopted in June. This ordinance aligns with House Bill (HB) 1110, which mandates that cities allow middle housing in predominantly residential zones. Each city must include six out of nine specified housing types, including duplexes and stacked flats. Generally, the requirements for the ordinance allow for an average of two housing units per lot, with the possibility of four units permitted near transit stops or if one unit is designated as affordable. The interim regulations allow for a selection of housing types while restricting middle housing in critical areas.

Mayor Kastama opened the public hearing for citizen comments at 8:47 PM.

Paul Rometsch expressed support for efforts to address the housing crisis but criticized the restrictive zoning map. He raised concerns that it limited the effectiveness of city infrastructure and pushed developments toward the city boundaries, thereby exacerbating traffic issues.

Aaron Hollenberg noted that he believed the ordinance violated state law by differentiating regulations for middle housing, which could hinder developments. He urged the Council to address these concerns before finalizing the regulations.

Mayor Kastama closed the public hearing for citizen comments at 8:52 PM.

### **ORDINANCES**

**Second reading of an ordinance adopting the Puyallup 2044 Comprehensive Plan Periodic Update**

Senior Planner (SP) Kendall Wals presented second reading of an ordinance adopting the Puyallup 2044 Comprehensive Plan Periodic Update. This plan includes a series of amendments focusing on zoning, housing, and developmental trends for the upcoming years, aiming to provide clear guidance and planning related to future city development, infrastructure, and community goals.

During the discussion, Council expressed mixed reactions to the ordinance. While some highlighted their concerns about potential legal risks and public dissatisfaction resulting from the amendments, others recognized the value and necessity of updating the Comprehensive Plan.

Several Councilmembers highlighted the contentious nature of certain amendments, such as those related to diversity, equity, and inclusivity, emphasizing the public's opposition. Others brought attention to the importance of adhering to state law while implementing local governance measures. They stressed the need for future discussion and potential modifications to create wider acceptance and ensure the plan's objectives align broadly with community values and expectations.

**Council Action:** A motion was made by Councilmember Johnson, and seconded by Deputy Mayor King, to approve second reading of the ordinance. With a roll call vote, the motion passed 4-3 (Adler, Door, Witting).

**RESOLUTIONS****Resolution confirming appointments to various citizen volunteer boards and commissions**

City Clerk (CC) Dan Vessels introduced the resolution confirming appointments to various citizen volunteer boards and commissions, including the Arts and Culture Commission, Council Salary Commission, Design Review and Historic Preservation Board, Senior Advisory Board, and the Lodging Tax Advisory Committee.

**Council Action:** A motion was made by Councilmember Gilliam, and seconded by Deputy Mayor King, to approve the resolution. The motion passed 7-0.

**OTHER BUSINESS****State and Federal Government Relation Update**

Public Affairs Officer (PAO) Eric Johnson introduced updates related to governmental relations at both the federal and state levels. Jen Covino from Covino, Smith, and Simon provided insights on federal engagements, addressing the status of earmark requests, including the Meeker Street Improvement Project and the Police Designated Crisis Responder Program. Ms. Covino discussed the impact of evolving federal executive orders and court rulings on potential funding, highlighting uncertainties in the current administrative landscape.

Following the federal update, state-level matters were reviewed by Government Relations Representatives Luke Esser and Jim Hedrick. They outlined the achievements of the recent 2025 legislative session, highlighting significant advancements in the public safety and housing sectors. One key point was the adoption of HB 2015, which emphasizes local government grant programs and sales tax options. However, the session also faced budget challenges, including a significant shortfall. This situation underscores the importance of strategic fiscal planning for local governments, especially given the tighter allocations expected in the future.

Council expressed appreciation for the efforts and acknowledged the complexities in navigating federal and state politics. There was recognition of the need for continuous dialogue and strategic engagement to align local priorities with broader government objectives. Council emphasized the importance of refining City initiatives to address varied resident concerns, ensuring local development goals remain central while accommodating broader governmental policy frameworks.

### **Informational presentation by Puyallup School District regarding Puyallup High School Road Closure Project**

Puyallup School District officials, Dr. Vincent Peckia and Mr. Brian Devereaux, presented a detailed presentation regarding a critical road closure project near Puyallup High School. The closure was initiated to improve student pedestrian safety due to increased foot traffic between the main campus and portable classrooms. Ms. Marni Heffron, a transportation consultant, spoke of the temporary closure that was established and discussed data collected before and after the closure, showing decreased vehicle-student conflicts and an overall safer environment for the students, even with diverted traffic increasing on nearby roads only slightly.

Councilmembers expressed their initial support contingent upon a commitment to ensure the closed street would not be periodically reopened for events, as this would create confusion. Concerns were raised about ensuring that any permanent closure implements cohesive and aesthetic integration with the school campus. Additionally, there was discussion on involving students as active participants in future project plans, not merely observing their reactions but engaging them in decision-making processes.

Council expressed general support for the safety initiative but emphasized the need for a more comprehensive public engagement plan before making any permanent decisions. Given that residents in the area had previously raised concerns about the temporary closure, the Council highlighted the importance of involving them in discussions to address potential community impacts proactively. Additionally, there was interest in further examining specific traffic interventions to ensure easy access for locals, which could influence the final design and placement of parking and pedestrian facilities around the school.

### **CITY MANAGER'S REPORT**

City Manager (CM) Steve Kirkelie reported no new business and noted that the next City Council meeting is scheduled for August 26, 2025.

## **COUNCIL REPORTS**

Councilmember Gilliam praised the effectiveness of the Puyallup Main Street Association (PMSA) in serving downtown businesses, highlighting the success of the Meeker Days event. She noted the upcoming National Night Out and commanded the association to foster community connections.

Councilmember Johnson expressed his appreciation for the exercise of free speech displayed by attendees and reflected on the importance of maintaining nonpartisan governance despite partisan dynamics in the meeting. He acknowledged both the courage displayed by those who voiced dissent within their party as well as Mayor Kastama's leadership during the session.

Deputy Mayor King expressed gratitude to everyone who participated in the meeting, acknowledging their comments, concerns, and dedication. He also mentioned the upcoming Good Guys car show at the Washington State Fairgrounds and praised the revived Puyallup Fair's theme song as part of the event.

## **MAYOR'S REPORT**

Mayor Kastama expressed his appreciation for the high turnout and public engagement during the meeting, noting it had been a while since so many citizens attended, indicating the vitality of civic involvement.

**ADJOURNMENT** - 10:57 pm.

## PROCLAMATION

**WHEREAS**, the City of Puyallup is proud to be a community that honors the dignity, contributions, and vitality of our senior citizens; and

**WHEREAS**, the Puyallup Senior Activity Center has, for decades, served as a vital hub of connection, enrichment, and support for older adults throughout the region, offering programs that foster health, purpose, and friendship; and

**WHEREAS**, the Center provides essential services such as nutritious meals, wellness classes, transportation assistance, recreational and educational activities, and vital social services that help seniors remain active, independent, and engaged members of our community; and

**WHEREAS**, our seniors are teachers, veterans, caregivers, artists, workers, volunteers, and bearers of wisdom and history, individuals who have shaped Puyallup into the thriving city it is today; and

**WHEREAS**, the Senior Center is not only a place of gathering but a sanctuary of belonging - a place where no one is forgotten, where every person is greeted by name, and where friendships are formed across generations; and

**WHEREAS**, the programs offered at the Senior Center are made possible through the tireless work of dedicated staff, passionate volunteers, generous donors, and collaborative partnerships between the City of Puyallup, nonprofit organizations, and community members; and

**WHEREAS**, as the population of older adults continues to grow, the importance of sustaining and expanding services for our senior citizens becomes ever more urgent; and

**WHEREAS**, continued investment in the Puyallup Senior Activity Center is an investment in the health, stability, and compassion of our entire city; and

**NOW, THEREFORE**, I, Jim Kastama, Mayor of the City of Puyallup, do hereby proclaim our wholehearted appreciation for the Puyallup Senior Activity Center, and I call upon all residents, businesses, and civic leaders to support its mission through active engagement, financial contributions, and advocacy.

Let this proclamation serve as both a recognition of past service and a pledge for the future - that the seniors of Puyallup will always have a place to gather, to grow, and to be honored.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the City of Puyallup to be affixed this 26th of August 2025.

---

Jim Kastama  
Mayor, City of Puyallup

## PROCLAMATION

**WHEREAS**, the Washington State Fair (formerly known as the Puyallup Fair), held annually each fall, has been a cherished tradition for 125 years, showcasing the rich agricultural heritage, cultural diversity, and community spirit of our region; and

**WHEREAS**, the Washington State Fair provides an exciting platform for local, regional, and national artists, performers, and vendors to display their talents and products, fostering a sense of unity and pride within the City of Puyallup; and

**WHEREAS**, the Washington State Fair has a long-standing commitment to supporting local agriculture, education, and family-friendly entertainment, drawing over one million visitors from across the state and beyond, and contributing significantly to the local economy; and

**WHEREAS**, the City of Puyallup has been home to the largest fair in the State of Washington since 1900, where you can do it at a trot, you can do it at a gallop, or you can do the 165-acre campus real slow so your heart won't palpitate; and

**WHEREAS**, for over 125 years the Washington State Fair has provided a place to escape the ordinary, to be entertained, experience the joy of lasting memories, to feel the excitement of discovery, and to enjoy thrills and good food; and

**WHEREAS**, some of the country's biggest and most popular musicians have performed at the Washington State Fair like Frank Sinatra, Reba McEntire, The Beach Boys, James Taylor, Billy Ray Cyrus, Chicago, Bob Hope, The Judds, Tim McGraw, Earth, Wind, and Fire, Journey, Bob Dylan, and many more; and

**WHEREAS**, the Washington State Fair serves as a strong community partner providing various opportunities for all individuals to participate in the Fair with the opening day food drive, Labor Day weekend free kids admission, a school supply drive, rodeo breakfast and parade, military appreciation days, local school district educational days; and

**WHEREAS**, in 2025, the 24-day celebration serves as the 125<sup>th</sup> anniversary of the Washington State Fair with an opportunity for residents and visitors alike to come together in appreciation of the Fair's contributions to the community, support of local businesses, and the enjoyment of the food, festivities, and fun that the Fair has brought to the City of Puyallup for 125 years;

**NOW, THEREFORE**, I, Jim Kastama, Mayor of the City of Puyallup, do hereby proclaim September 2025 as

### WASHINGTON STATE FAIR MONTH

In the City of Puyallup

I encourage all residents to participate in the Washington State Fair to celebrate the many activities and events, and to show support for the Fair's ongoing role in enhancing our community's spirit and well-being.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Puyallup to be affixed this 26th Day of August 2025.

---

Jim Kastama, Mayor



## **City Council Agenda Item Report**

Submitted by: Nichole McNiven

Submitting Department: Police Department

Meeting Date: August 26, 2025

**Subject:**

**Pg. 26** - Accept a SparkGood Grant from Wal-Mart for Puyallup Police Department community event supplies

**Presenter:**

Scott Engle, Chief of Police

**Recommendation:**

Authorize the Chief of Police to accept a \$500 in grant funds from Wal-Mart's SparkGood Grant for the Puyallup Police Department community event supplies, in a form as approved by the City Attorney, and amend the budget as appropriate.

**Background:**

The Puyallup Police Department has requested funds through the Wal-Mart SparkGood Grant and has been awarded a \$500 grant to be used for Puyallup Police Department community events.

**City Strategic Plan Goal Category:**

Safe Community



## City Council Agenda Item Report

Submitted by: Nichole McNiven

Submitting Department: Police Department

Meeting Date: August 26, 2025

**Subject:**

Pg. 27 - Accept a Washington State Criminal Justice Training Commission Grant for Officer Wellness

**Presenter:**

Scott Engle, Chief of Police

**Recommendation:**

Authorize the Chief of Police to accept a \$50,000 grant from the Washington State Criminal Justice Training Commission for officer wellness, in a form as approved by the City Attorney, and amend the budget as necessary.

**Background:**

The Washington State Criminal Justice Training Commission recently approved a grant of \$50,000 for the Puyallup Police Department to enhance officer wellness. This initiative recognizes the unique challenges faced by law enforcement personnel, including high-stress situations and the physical demands inherent in their roles. The funding allocates \$20,000 for the purchase of fitness equipment in the new Public Safety Building, promoting physical health and accessibility for officers to engage in regular exercise.

The remaining \$30,000 will be used to conduct wellness scans for officers and correction officers. These scans are intended to assess physical and mental health metrics, enabling the development of tailored wellness plans and early interventions. By prioritizing officer wellness through these programs, the Puyallup Police Department aims to foster a healthier and more resilient workforce, ultimately enhancing the quality of service provided to the community.

**City Strategic Plan Goal Category:**

Organizational Excellence



## City Council Agenda Item Report

Submitted by: Robyn Buck  
Submitting Department: Engineering  
Meeting Date: August 26, 2025

**Subject:**

**Pg. 28 - Accept two grants from the Washington State Department of Commerce**

**Presenter:**

Hans Hunger, City Engineer

**Recommendation:**

Authorize the City Manager to accept two grants from the Washington State Department of Commerce for the redevelopment of the Cornforth Campbell site and provide street improvements for the City's Meeker Festival project totaling \$575,200, in a form as approved by the City Attorney, and amend the budget as appropriate.

**Background:**

The City received two grants from the State Legislature to support the redevelopment of the Cornforth Campbell site and to improve the streets in preparation for the City's Meeker Festival project. These grants were included in earlier State budgets and are being administered through the Department of Commerce. The implementation of these projects was delayed while the City sought a developer for the Cornforth site. The grants are intended for pollution mitigation and demolition work at the Cornforth site, as well as for enhancements to the frontages on adjacent roads leading to the Meeker Festival site.

**City Strategic Plan Goal Category:**

Livable & Healthy Community



## City Council Agenda Item Report

Submitted by: Robyn Buck  
Submitting Department: Engineering  
Meeting Date: August 26, 2025

**Subject:**

**Pg. 29** - Accept a grant from the United States Department of Homeland Security's Federal Emergency Management Agency for the 39th Avenue SE Water Tank No. 2 project

**Presenter:**

Hans Hunger, City Engineer

**Recommendation:**

Authorize the City Manager to accept a grant of \$552,306.25 from the United States Department of Homeland Security's Federal Emergency Management Agency (FEMA) for the construction of the seismic retrofit of the 39th Avenue SE Water Tank No. 2, in a form as approved by the City Attorney, and amend the budget as appropriate.

**Background:**

In 2023, the City was awarded a grant of \$2,929,800 from the Unified Hazard Mitigation Grant Program (HMGP) for the design and construction of seismic retrofits for a storage tank. Bids for the seismic retrofit and other upgrades to the tank were received on September 4, 2024. However, the costs for the seismic retrofit were significantly higher than the estimates provided in the grant application. In response, the City inquired with FEMA about the availability of additional funds. The Washington Hazard Mitigation Assistance (HMA) Team, which is part of the Emergency Management Division of the Washington Military Department, advocated on the City's behalf for an increase in the grant amount. As a result, the City received notification of an additional grant award on July 24, 2025.

**City Strategic Plan Goal Category:**

Safe Community

**Fiscal Impacts:**

The additional grant of \$552,306.25 from FEMA requires a City contribution of \$29,068.75, which will be paid from funds already budgeted within the City's Water Capital Improvement Fund.



## City Council Agenda Item Report

Submitted by: Robyn Buck  
Submitting Department: Engineering  
Meeting Date: August 26, 2025

**Subject:**

**Pg. 30** - Accept the 5th Avenue SW and Garden Way Utility Improvements project as complete

**Presenter:**

Hans Hunger, CIty Engineer

**Recommendation:**

Authorize the City Manager to accept the 5th Avenue SW and Garden Way Utility Improvements project with HCON Inc., in the final contract amount of \$932,041.91 as complete.

**Background:**

On February 25, 2025, the City accepted bids for the 5th Avenue SW and Garden Way Utility Improvements project. Thirteen bids were received, with HCON, Inc. being the lowest responsive and responsible bidder.

The project involved replacing the water main and sewer main along 5th Avenue SW and Garden Way, west of 18th Avenue SW. Approximately 900 linear feet of existing concrete sewer pipe were replaced with new PVC sewer pipe, along with the installation of four manholes and approximately 14 sewer service connections to the edge of the right-of-way. Additionally, around 1,000 linear feet of existing galvanized iron water pipe was replaced with new 4-inch and 8-inch ductile iron (DI) water pipe. The replacement included street repairs and trench patching.

**City Strategic Plan Goal Category:**

Livable & Healthy Community

**Fiscal Impacts:**

The 5th Avenue SW and Garden Way Utility Improvements project was completed on July 20, 2025, with a final project total cost of \$932,041.91. This project was delivered on time and under budget.



## City Council Agenda Item Report

Submitted by: Robyn Buck  
Submitting Department: Engineering  
Meeting Date: August 26, 2025

**Subject:**

**Pg. 31** - Contract and project completion regarding demolition work for the Meeker Festival Street/Market Hall projects

**Presenter:**

Hans Hunger, City Engineer

**Recommendation:**

Accept and approve of the demolition work done by Pacificap Construction as part of the site redevelopment work on the Cornforth Campbell lot for the Meeker Festival Street and Market Hall projects, in the amount of \$150,000 as complete.

**Background:**

On June 10, 2025, the City entered into a construction contract with Pacificap Construction, LLC, to demolish a portion of the building located on the Cornforth Campbell lot. This action was taken per Item 1.9 of the Development Agreement between Palindrome Communities and the City of Puyallup. This work was done as part of the site redevelopment for the City's Meeker Festival Street Project and Palindrome Market Hall.

**City Strategic Plan Goal Category:**

Vibrant Economy

**Fiscal Impacts:**

Funding for the project came from portions of grants provided by the Department of Commerce and the Department of Housing and Urban Development. The Meeker Festival Street/Market Hall Site Demolition project was completed on July 14, 2025, with a total final cost of \$150,000. The project was delivered on time and within budget.



# City Council Agenda Item Report

Submitted by: Robyn Buck  
Submitting Department: Engineering  
Meeting Date: August 26, 2025

**Subject:**

**Pg. 32 - Interlocal Agreement with Pierce Conservation District to support the National Pollutant Discharge Elimination System Permit and City of Puyallup open spaces**

**Presenter:**

Hans Hunger, City Engineer

**Recommendation:**

Authorize the City Manager to execute an Interlocal Agreement with Pierce Conservation District (PCD) for \$135,256 to support the National Pollutant Discharge Elimination System Permit (NPDES) and City of Puyallup open space, in a form as approved by the City Attorney.

**Background:**

The Interlocal Agreement between PCD and the City of Puyallup is an annual agreement that supports the NPDES Stormwater Permit, as well as Puyallup's open spaces and Parks and Recreation properties. The Washington State Department of Ecology issues these NPDES stormwater permits. This agreement will facilitate the implementation of the NPDES Permit Deliverables and the management of Parks and Recreation open spaces.

The work outlined in the agreement includes overseeing a Washington Conservation Corps (WCC) crew for various natural resource and ecological conservation projects. These projects encompass activities such as the restoration of salmon habitats and related streamside areas, the creation of rain gardens and green stormwater infrastructure, trail construction, tree and shrub planting, urban forestry, biological monitoring projects, and urban agriculture initiatives. Additionally, the agreement provides staff support for managing volunteer Habitat Stewards through the Green Puyallup Partnership and funding for up to two Green Stormwater Mini-Grants.

The City will receive, perform, and pay for a maximum of 36 working crew days.

**City Strategic Plan Goal Category:**

Livable & Healthy Community

**Fiscal Impacts:**

The total cost of this Interlocal Agreement is \$135,256. This project will be funded using budgeted Stormwater Funds and Parks Funds.

**ATTACHMENT(S)**

[Interlocal Agreement](#)  
[Scope](#)

**INTERLOCAL AGREEMENT  
BETWEEN  
PIERCE CONSERVATION DISTRICT  
AND  
CITY OF PUYALLUP**

THIS AGREEMENT is made and entered into by Pierce Conservation District and City of Puyallup.

THE PURPOSE OF THIS AGREEMENT IS TO SUPPORT NPDES PERMIT DELIVERABLES. This includes managing a Washington Conservation Corps (WCC) crew for the purpose of natural resource and ecological conservation projects, including activities such as restoration of salmon and related stream-side habitats, rain gardens and green stormwater infrastructure, trail building, tree and shrub planting, urban forestry, implementation of biological monitoring projects, and urban agriculture activities; staff support to manage volunteer Green Puyallup Partnership Habitat Stewards; and funding up to 2 Green Stormwater Mini-Grants (collectively, the Project").

THEREFORE IT IS MUTUALLY AGREED THAT:

WHEREAS the City has a number of goals and initiatives to improve the quality of the city's water quality, open spaces, and ecosystems.

WHEREAS the Pierce Conservation District is a sub-division of state government created to promote the conservation of renewable natural resources in Pierce County.

WHEREAS the City and District are unable to address the full scope of natural resource and conservation needs with existing staff and budget.

WHEREAS the opportunity to share in the cost of the Project to accomplish natural resource and conservation projects allows for each entity to further its mission.

WHEREAS the City has conveyed its interest in partnering with the District to complete the Project, it is mutually agreed that the District will manage, administer and coordinate the Project with annual planning and regular check-in meetings.

1. **SCOPE OF SERVICES** – The Pierce Conservation District shall manage and administer the Project's deliverables including, without limitation, scheduling, financial tracking, financial oversight, and compliance with reporting requirements. Of the estimated 164 available crew days, the City shall receive, perform, and pay for a maximum of 36 working crew days. Under the terms of this agreement, the City may purchase additional days of crew time (either unclaimed days or from other willing partners).

2. BUDGET –

**September 2025-December 2026 GPP Budget**

<b>Task 1: October 2025-September 2026 WQ WCC Request</b>		
<b>Month</b>	<b>Crew Days</b>	<b>Activity</b>
Oct 2025	0	
Nov 2025	2	Prep for GPD; Streamside Plantings
Dec 2025	0	
Jan 2026	2	Prep for MLK day; Streamside Plantings
Feb 2026	4	Trail between DMP and Horsley
March 2026	4	Support volunteer week; Plant release
April 2026	4	8 <sup>th</sup> Ave upkeep; Plant release Peck for monitoring
May 2026	4	Site monitoring; Plant release
June 2026	4	Spray; Streamside Planting Program prep; Plant release
July 2026	4	Spray; Streamside Planting Program prep; Plant release
Aug 2026	4	Streamside Planting Program prep; GSI rehab
Sept 2026	4	GSI rehab
<b>36 days x</b>		
<b>\$1,771/day</b>		<b>\$63,756</b>

<b>Task 2: 2026 GPP Material Costs</b>	<b>\$16,500</b>
<b>Task 2: September 2025-July 2026 AmeriCorps</b>	<b>\$23,000</b>
<b>Task 3: 2026 GSI Mini-grant</b>	<b>\$8,000</b>
<b>Task 4: 2026 Urban Tree Sale</b>	<b>\$5,000</b>
<b>Task 5: 2026 GSI Rehab Material Costs and Project Management</b>	
<b>\$12,000 (materials) + \$4,000 (staff) 8 projects + \$3,000 (staff) 8th Ave</b>	<b>\$19,000</b>
<b>2024-2025 Total Program Cost for NPDES permit support</b>	
	<b>\$135,256</b>

3. PERIOD OF PERFORMANCE – This agreement shall commence on September 1, 2025, and conclude no later than December 30, 2026, or until terminated by one of the two parties with written notification as described in section 6.

4. **SCHEDULING** - The District will work with the City and all other project partners to coordinate scheduling requests for WCC crew time.

Efforts will be made to honor all parties' requests for WCC crew time. However, in the event that one partner may need more/less crew time, need to change their dates with the crew, or have a conflicting request for crew time, all parties are asked to be flexible to the greatest extent possible so as to accommodate any potential scheduling conflicts with other entities in this partnership.

All parties understand that WCC may require reassignment of the crew for things such as disaster and emergency response efforts at any point in the contract

5. **INVOICING** – The District will submit one invoice at the end of each quarter if charges are accrued. Payment shall be submitted to the District within 30 days of receipt by the City. Invoices will be sent to the attention of:

Paul Marrinan  
City of Puyallup  
333 S. Meridian  
Puyallup, WA, 98371  
(253) 841-5498  
pmarrinan@puyallupwa.gov

6. **INDEPENDENT CAPACITY** – The employees of each party who are engaged in the performance of this agreement shall continue to be employees of that party and shall not be considered for any purpose to be employees of the other party.
7. **AMENDMENTS** – This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by the parties' signatory to this agreement.
8. **TERMINATION** – Any of the parties may terminate their part of this agreement upon 30 days prior written notification to the other parties.
9. **INDEMNIFICATION** – To the fullest extent permitted by law, the District and City of Puyallup shall indemnify, defend, and hold harmless each other, their Boards of Supervisors, elected officials, agents and employees, as well as the State of Washington, its officials, agents and employees from and against all claims for injuries or death, losses or suits including attorney fees arising out of or resulting from the indemnifying party's performance of this agreement.
10. **DISPUTES** – In the event that a dispute arises under this agreement, the City of Puyallup and District will promptly give the other notice of problems or concerns arising in connection with carrying out the scope of work under this Agreement and will meet as needed, but no later than fifteen (15) days after receipt of a written request for a meeting to minimize the same. If the dispute is not resolved through such preventative discussions, the City of Puyallup and District may by mutual agreement submit the matters to mediation or arbitration upon such rules of mediation or arbitration as the City of Puyallup and District may agree.

11. **GOVERNANCE** – This agreement is entered into pursuant to and under the authority granted Conservation Districts by RCW 89.08.220(9) (the Conservation Districts law) and by RCW 39.34.060 (the Interlocal Cooperation Act). The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules; and
- b. Any other provisions of the agreement, including material incorporated by reference.

12. **ALL WRITINGS CONTAINED HEREIN** - This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed the agreement.

Pierce Conservation District

---

Date

---

Date

City of Puyallup

---

Date

---

Date

---

Date

---

Date

### **Green Puyallup Partnership Scope of Work**

#### **TASK 1: Washington Conservation Crew**

##### **Deliverables:**

- Maintain active sites in areas not recommended for volunteers
- Prepare and install streamside plantings on private property
- Herbicide treatment of invasive species

#### **TASK 2: Habitat Stewardship relationships, volunteer management, and administration**

##### **Deliverables:**

###### Public Sites

- Host 1 HS Training for new stewards annually
- Hold Green Puyallup Day on first Saturday in November
- Work in partnership with existing stewards and recruit new stewards to grow current HS groups; no new groups and may reduce organically
- Assist with work parties by providing volunteer recruitment, guidance, safety protocols, materials, tools, and sign-in/liability waivers
- Promote program and events on PCD's Facebook, HS Facebook, and PCD Calendar pages
- Keep an electronic record of work event sign-ins and liability waivers and submit electronic Activity Reports as requested. Activity Reports will include:
  - # of trees/shrubs planted
  - # of volunteers
  - # of volunteer hours
  - SF of invasive species removed
  - SF area mulched"
- Check-in at least quarterly with stewards to address questions, concerns, and assist with planning
- Identify 2 continuing education opportunities for stewards and volunteers per year
- Use of 20-year Forest Restoration Plan
- Annual qualitative site monitoring
- Support solo HSs with AmeriCorps support

###### Private Sites

- Create and send 50+ postcards to priority streamside properties for private property restoration support
- Provide technical assistance to private property owners upon request

- Provide City of Puyallup technical assistance recommendations for review
- Use designated crew time and funds to implement technical assistance recommendations
- Stay in relationship with private property restoration sites for 3 years to track establishment of technical assistance recommendations

AmeriCorps support: \$23,000

GPP materials: \$16,500

TOTAL \$39,500

### **TASK 3: Green Stormwater Mini-Grant Projects**

#### **Deliverables:**

- Fund up to 2 green stormwater mini-grants through a competitive selection process with City input
- Project manage installation of up to 2 green stormwater mini-grant projects

### **TASK 4: Urban Tree Sale**

#### **Deliverables:**

- Host up to 2 urban tree sales where trees are discounted to \$10-30 based on ecological value
- Provide up to 2 virtual workshops to customers on topics including:
  - Impact of stormwater
  - Benefit of trees
  - How to install the trees correctly
- Provide a tree watering bucket for each tree sold

### **TASK 5: GSI project improvement**

#### **Deliverables:**

- Provide up to 8 past City Rain Garden Program participants technical assistance in ensuring rain garden functionality
- Redesign up to 8 past City Rain Garden Program rain gardens as needed
- Oversee WCC crew maintenance of up to 8 past City Rain Garden Program rain gardens
- Provide mulch, rock, plants, etc. as needed
- Provide education and technical assistance to 8<sup>th</sup> Ave Green Street properties

#### **Budget**

Item Description	Item Cost	Qty	Total Cost
Task 1	\$1,771	36	\$63,756
Task 2	\$39,500	1	\$39,500
Task 3	\$4,000	2	\$8,000
Task 4	\$5,000	1	\$5,000
Task 5	\$19,000	1	\$19,000
<b>Not to Exceed TOTAL</b>			<b>\$135,256</b>



## City Council Agenda Item Report

Submitted by: Yessenia Abarca  
Submitting Department: Finance  
Meeting Date: August 26, 2025

**Subject:**

Pg. 39 - Approve accounts payable, payroll, and electronic fund transfers from June 2025

**Presenter:**

Barbara Lopez, Finance Director

**Recommendation:**

Approve accounts payable, payroll, and electronic fund transfers of \$9,811,290.22; ratify and confirm payments as previously authorized by the finance director.

**City Strategic Plan Goal Category:**

Organizational Excellence

**ATTACHMENT(S)**

[Voucher](#)



*I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Puyallup, and that I am authorized to authenticate and certify to said claim.*

Accounts Payable warrant numbers:	AP 9302	through	AP 9568	\$ 2,794,960.13
Accounts Payable (ACH) warrant numbers:	EF 704543	through	EF704791	\$ 2,083,303.66
Payroll warrant numbers:	PY 471	through	PY 479	\$ 11,256.34
Payroll warrant numbers:	PY 482	through	PY 490	\$ 8,235.57
Payroll (direct deposit) numbers:	EF 109623	through	EF 110017	\$ 1,142,802.75
Payroll (direct deposit) numbers:	EF 110033	through	EF 110468	\$ 1,251,120.75
Electronic payments / Wire transfers dates:	6/1/2025	through	6/30/2025	\$ 2,519,611.02
			Total All Funds	\$ <u>9,811,290.22</u>

Barbara Lopez  
Finance Director  
City of Puyallup

8/5/2025

Date



## City Council Agenda Item Report

Submitted by: Nichole McNiven

Submitting Department: Police Department

Meeting Date: August 26, 2025

**Subject:**

**Pg. 41** - Authorize a contract with Motorola Solutions for support of the public radio safety infrastructure system

**Presenter:**

Scott Engle, Chief of Police

**Recommendation:**

Authorize the Chief of Police to execute an annual contract with Motorola Solutions for public safety radio system infrastructure support for \$88,922.04 in a form as approved by the City Attorney.

**Background:**

The City owns and operates a public safety radio system that connects the radios used by police officers and public works employees to dispatch centers, allowing for effective communication among radio users. This system consists of approximately five radio tower sites and provides radio communication services to the cities of Sumner and Bonney Lake. Since 2009, the City has entered into an annual contract with Motorola Solutions for the management and technical support of its public safety radio system. The agreement covers the period from August 1, 2025, to July 31, 2026.

**City Strategic Plan Goal Category:**

Safe Community

**Fiscal Impacts:**

This is a regular annual maintenance contract totaling \$88,922.04 covered by the existing radio system budget.



## City Council Agenda Item Report

Submitted by: Dan Messier  
Submitting Department: Treatment Plant  
Meeting Date: August 26, 2025

**Subject:**

**Pg. 42 - Purchase of ultraviolet equipment for the Water Pollution Control Plant**

**Presenter:**

Dan Messier, Water Pollution Control Plant Manager

**Recommendation:**

Authorize the purchase of ultraviolet equipment in the amount of \$73,198.21 from Trojan Technologies Corporation, to rebuild Channel #2 UV disinfection system at the Water Pollution control Plant.

**Background:**

The City's Water Pollution Control Plant uses ultraviolet (UV) light disinfection as the final step in wastewater treatment, ensuring compliance with state and federal water quality standards. The equipment in UV Channel #2 has reached the end of its service life, risking equipment failure and reduced disinfection effectiveness.

The proposed purchase will provide the necessary parts for in-house rebuilding of the UV Channel #2 system. This proactive approach will maintain the reliability of wastewater treatment, ensure compliance with public health standards, and avoid higher costs from emergency repairs or fines.

**City Strategic Plan Goal Category:**

Livable & Healthy Community

**Fiscal Impacts:**

Funded within the existing sewer operating budget.



## City Council Agenda Item Report

Submitted by: Michelle Gehring  
Submitting Department: Engineering  
Meeting Date: August 26, 2025

**Subject:**

**Pg. 43 - Final Utility Relocation Agreement for the Puget Sound Gateway Programs SR167 Extension Interchange Stage 2A**

**Presenter:**

Hans Hunger, P.E., City Engineer

**Recommendation:**

Authorize the City Manager to sign the Final Utility Relocation Agreement between the City of Puyallup and Atkinson Construction, LLC., in a form as approved by the City Attorney,

**Background:**

In May 2024, the City of Puyallup signed an Interagency Agreement with the Washington State Department of Transportation, for the Puget Sound Gateway Programs SR 167 Extension Project. This agreement outlined the city as the financially responsible party for any sewer or water utility relocation work. At the June 3, 2025, council meeting, the budget adjustment was authorized.

This Utility Relocation Agreement is between the City of Puyallup and Atkinson Construction, LLC. Work on this project will be for a sewer main replacement and relocation. The proposed solution will involve replacing the sewer main in its current location. A subsequent authorization will be requested for relocating the water main to the underpass below the freeway along Meridian. The city will reimburse Atkinson Construction for the expenses incurred.

**City Strategic Plan Goal Category:**

Vibrant Economy

**Fiscal Impacts:**

The total cost of the utility relocation is \$2,861,100 and funding will be allocated from the following funds:

- \$1,683,000 will be allocated from the Water fund.
- \$1,178,100 will be allocated from the Sewer fund.

**ATTACHMENT(S)**

[Interagency Agreement](#)

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GCB 4080)  
AND  
CITY OF PUYALLUP**

This Agreement (Agreement) is between the Washington State Department of Transportation (WSDOT) and the City of Puyallup (City), also referenced as "Party" and the "Parties."

**RECITALS**

1. Pursuant to chapter 39.34 Revised Code of Washington (RCW), Interlocal Cooperation Act, the Parties agree to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement for the construction of the Puget Sound Gateway Program (PROGRAM).
2. The SR 167/SR 161 to SR 410 – Rebuild Interchange Project (PROJECT), also known as Stage 2a of the SR 167 Completion Project, includes: construction of a new SR 167 highway between the Puyallup Recreation Center vicinity and SR 512; widening of SR 167 between SR 161/North Meridian and SR 410; reconstruction of the SR 167/SR 161/North Meridian interchange; construction of highway ramp meters; widening of local roads to create additional turning storage; and construction of a portion of the spuyaləpabs̄ Trail (formerly referred to as the Tacoma to Puyallup [T2P] Regional Trail). The City has certain design requirements or requests to be incorporated into the construction of the PROJECT. The requirements and requests include PROJECT elements and specific designs. However, City staff have only reviewed WSDOT's conceptual design and, therefore, additional requirements may arise as more thorough review is done on the Design-Builder's preliminary and final design documents. Additional requirements that are not part of the approved and adopted City standards, or included in the WSDOT contract documents, may be a cause for a change order in accordance with Section 1.5 of this agreement.
3. WSDOT has provided a No-Rise Certification letter to the City that clarifies that the Stage 2 project is not expected to have any effect on the existing floodplain and floodway of the Puyallup River, dated August 3, 2023, and attached as Exhibit A.

Now therefore, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A, and incorporated and made a part hereof, it is mutually agreed as follows:

**1. GENERAL**

- 1.1 This Agreement identifies the design elements of the PROJECT. The desired design elements identified below are based on WSDOT's conceptual design. Some of these commitments may become null and void based on the final design of the selected Design-Builder. WSDOT will collaborate with the City to ensure the City agrees with any design element that is proposed to be deleted by WSDOT's Design-Builder.

- a. Upper Wapato Diversion:
  - i. WSDOT will pay for the costs to protect the Upper Wapato Creek diversion culvert from potential settlement due to the construction of the new SR 167 highway embankment over the top of the existing culvert. Protection will be provided by the use of lightweight (aero-aggregate or similar) new SR 167 embankment fill within the settlement prism over the culvert, unless the Design-Builder demonstrates, and the City agrees, that lightweight fill is not required to limit settlement and loading on the culvert.
  - ii. WSDOT's Design-Builder will rehabilitate the Upper Wapato Creek diversion culvert with a reinforced geopolymer liner as agreed to by the City.
  - iii. The City has requested that the Upper Wapato Creek diversion culvert be re-inspected with a video camera prior to the installation of the reinforced geopolymer and that WSDOT share the video with the City for review prior to beginning any construction on the culvert. This video inspection shall be completed and submitted prior to the preliminary design submittal for the rehabilitation plan. The Collections Supervisor will be the point of contact for the City for this work. The Design-Builder shall clean the pipe, perform the pre-construction video inspection, and prepare a rehabilitation plan submittal that describes culvert repairs, confirms method of rehabilitation and thickness of liner, and addresses any additional submittal and technical requirements.
  - iv. Prior to the preliminary design submittal and pipe rehabilitation, the Design-Builder shall inspect the pipe invert and crown to confirm design thickness of the geopolymer based on selected embankment fill material.
  - v. The City also requests a post-construction video be completed after the reinforced geopolymer is complete and that the City receive a copy of the post-construction video for their records. The As-Built drawings will document the liner thickness, the pipe dimensions, and locations of pipe repair and will be provided to the City.
  - vi. The City will continue to assume responsibility for maintenance of the Upper Wapato Creek diversion culvert while the Parties continue discuss a long-term solution that will be documented in a forthcoming maintenance agreement.
- b. North Levee Road and Levee Loop
  - i. The City owns the right of way for North Levee Rd. and Levee Loop.
  - ii. The City and WSDOT agree that WSDOT will design the improvements to the North Levee Loop ramp to match the current posted speed (25 MPH), for a WB-40 design vehicle, and to accommodate a WB-67 design vehicle. Lane widths will vary from a minimum of 12-feet to 19-feet each with variable shoulder widths. Approaching the North Levee Road/Levee Loop intersection, the northwest bound lane width will increase up to 29-feet wide to accommodate the westbound and eastbound turns to North Levee Road. There will be a curbed section with a 5-foot irrigated planter strip and 12-foot-wide shared use path along the north side of the North Levee Loop ramp from the east side of North Meridian to the North Levee Road/Levee Loop intersection. This shared use path is part of the spuyaləpabš Trail system. Irrigation and landscaping in the planter strip will be owned and maintained by the City. The existing guardrail along the Puyallup River will be replaced with concrete scupper barrier.

- iii. North Levee Road has a posted speed of 35 MPH, which will also be used for the design speed. Improvements will use a WB-67 design vehicle at all locations except: (1) the westbound left-turn to the North Levee Loop will use WB-40 as the design vehicle and shall accommodate a WB-50; and (2) the eastbound right-turn to the North Levee Loop will use a WB-50 as the design vehicle and shall accommodate a WB-67. Between North Meridian and the North Levee Road/Levee Loop intersection, there will be a new 5- to 10-foot-wide irrigated planter strip and 12-foot-wide shared use path. This shared use path is part of the spuyaləpabš Trail system. Irrigation and landscaping in the planter strip will be owned and maintained by the City. The existing Fort Maloney Historical Marker will be protected in place and access around it shall be maintained. The westbound lane width will match existing conditions. Eastbound North Levee Road will be re-channelized from approximately the 403 North Levee Road driveway to North Levee Road/Levee Loop intersection to convert the current two-way left turn lane into an 11-foot eastbound thru lane; the current thru right lane will be converted into a 12-foot-wide right turn lane to the Levee Loop.
- iv. From the intersection of North Levee Road/Levee Loop (approximate Station LEV-N Line 25+50) to the east, new illumination will be installed meeting the requirements of City decorative street light standards along both North Levee Road and the North Levee Loop ramp and will be maintained by the City. The spacing for the illumination system will be determined through a photometric analysis and meet WSDOT light level requirements for high activity areas in accordance with the WSDOT Design Manual. Adjacent sidewalks and shared use paths will be included in the design area.
- v. The infield areas between the North Levee Loop ramp and North Levee Road/North Meridian will be planted with drought-tolerant trees and pollinators/shrubs per City standards and will be maintained by the City. Temporary irrigation is required for plant establishment, but permanent irrigation will not be provided.
- vi. New stormwater conveyance systems for North Levee Road and the North Levee Loop ramp will be owned and maintained by the City. Proprietary treatment structures will be required to provide enhanced stormwater treatment.

c. North Meridian – Northbound bridge over the Puyallup River

- i. The existing sidewalk will be removed, and a new barrier will be installed to accommodate a 10-foot-wide, barrier-separated shared use path. This shared use path is part of the spuyaləpabš Trail system. As part of this work, the channelization across the bridge will be removed and reinstalled to provide a 2-foot inside shoulder, two 11-foot lanes, and a 2.9-foot outside shoulder. The concrete barrier will have a total combination height of 54-inches.

d. North Meridian – Between the south side of the Puyallup River bridges and River Road

- i. Widen southbound North Meridian between the south side of the Puyallup River bridge and the entrance to the Fred Meyer parking lot to provide a 12-foot-wide right turn lane adjacent to curb. The center thru lane will vary in width from 11- to 12-feet and the left thru lane will vary in width from 11- to 12-feet.
- ii. Along the widened section of southbound North Meridian, provide an 8-foot-wide sidewalk with no planter strip. Install streetscape landscaping including irrigation

per City standards to 10 feet beyond the back of sidewalk, or to the right of way limits where there is less than 10 feet of right of way available, and plant grass to the right-of way limits to match existing conditions. Irrigation and landscaping within the North Meridian right of way will be owned and maintained by the City.

- iii. Along the limits of widening for the new southbound right turn lane, install new illumination meeting the requirements of City decorative street light standards.
- iv. Along the limits of widening for the new southbound right turn lane the existing storm drainage system will be replaced and utilities will be relocated as necessary. The storm drainage system will be owned and maintained by the City.
- v. Along the limits of widening for the new southbound right turn lane the existing overhead utilities, service cabinets, fire hydrants, signage, irrigation, and other miscellaneous items will be adjusted and relocated as necessary. No obstructions will be placed within the new 8-foot sidewalk.
- vi. The three existing cantilever sign structures will be removed, and two new full span sign bridges will be installed to replace them.
- vii. Northbound North Meridian in this area will be re-channelized to provide two 12-foot-wide lanes between River Road and 4th Street Northeast, at which the lanes will start to transition to two 11-foot lanes as they cross the Puyallup River bridge.
- viii. The southbound right turn pocket to westbound River Road will have added channelization to provided tighter angles, reduce speeds, and improve sight distance using a SU-30 design vehicle, while still accommodating a WB-67 design vehicle.
- ix. The pavement markings at the exit from the Fred Meyer parking lot to southbound North Meridian will be restriped with new thermoplastic pavement markings.

e. Fourth Street Northeast

- i. Remove the sidewalk along the east side of North Meridian between the south side of the Puyallup River bridge and 4<sup>th</sup> Street Northeast and install a new 10-foot-wide sidewalk behind new curb and gutter. This 10-foot-wide sidewalk will continue across the North Meridian/4<sup>th</sup> Street Northeast intersection with new ADA ramps and the existing “splitter island” will be rebuilt including installation of stamped, decorative pavement matching the proposed treatments at the Meridian Diverging Diamond Interchange (DDI). The new 10-foot sidewalk will widen to 12-feet and continue along the southerly side of 4<sup>th</sup> Street Northeast toward the 4<sup>th</sup> Street Northeast/4<sup>th</sup> Street Northeast intersection behind new curb and cutter. New ADA ramps and a marked crosswalk will be installed at the 4<sup>th</sup> Street Northeast/4<sup>th</sup> Street Northeast intersection. The 12-foot-wide sidewalk will continue along the north side of 4<sup>th</sup> Street Northeast and connect to the existing maintenance access road to the east. The existing guardrail will be modified to account for this new shared-use path connection to Riverwalk Trail. The existing swing gate at the maintenance access road will be removed and replaced with a mountable island to discourage vehicle access to the Riverwalk Trail while allowing for the new connection to the Riverwalk Trail. Rolled curbing will be provided at the maintenance access location. The new 10- to 12-foot-wide sidewalks along 4<sup>th</sup> Street Northeast will be part of the spuyalepabš Trail system.
- ii. The new marked crossing of the 4th Street Northeast/4th Street Northeast intersection will be shortened to the maximum extent feasible to reduce the

pedestrian crossing route. It will be designed for a SU-30 design vehicle and accommodate a WB-40 design vehicle. The design speed is 25 MPH.

- iii. Install new illumination meeting the requirements of City decorative street light standards along the limits of the 4th Street Northeast improvements between North Meridian and the Riverwalk Trail.
- f. North Meridian and East/West Stewart Avenue
  - i. Install a new southbound North Meridian left-turn lane to eastbound East Stewart Avenue. The new left-turn lane will be a minimum of 200-feet long and will be designed for and accommodate a City bus as defined by AASHTO.
  - ii. To accommodate the new left-turn lane, the existing "curb bulb", tree, bench, planters, and waste receptacle at the northeast corner of the intersection will be removed. The widened area will extend the colored and textured concrete crossing treatment.
  - iii. The existing curb lines along the west side of North Meridian will not be modified. The existing curb line along the east side of North Meridian will be modified to provide a 7.5-foot-wide sidewalk. The center line of the roadway will remain unchanged and the new left turn lane will be 11-feet wide (inclusive of gutter) and the thru lane will be 11-feet wide. The widths of the existing right/thru lane and parking lane along west side will remain unchanged.
  - iv. The westbound East Stewart Avenue stop bar for the left/thru lane will be shifted further east to accommodate the new left turn lane.
  - v. Replace all existing ADA ramps at the northwest, northeast, and southeast corners with new, ADA compliant ramps. The limits of associated sidewalk reconstruction at these corners will be determined during final design by the Design-Builder.
  - vi. All corners of the intersection will be upgraded to provide new APS signals. At the southwest corner, the existing pedestrian countdown display will be protected in place, but new ADA-compliant push buttons will be provided.
  - vii. All four crossings of the intersection will have added pavement markings on either side of the colored and textured concrete to meet MUTCD guidelines.
  - viii. A supplemental left-turn signal head will be provided for the new left turn lane. The Design-Builder shall investigate, including site specific soil bearing pressure investigations, whether the existing signal pole and foundation on the southwest corner can support an extension of the existing mast arm or replacement of mast arm with a longer arm such that the signal head for the new left turn lane would be centered with the lane. If the Design-Builder determines it is feasible to extend the mast arm without replacing the signal pole and foundation, the City will provide the mast arm extension to the Design-Builder and the Design-Builder shall perform all of the fabrication and modifications necessary for the new signal head including providing necessary equipment/hardware to install the signal head. If installation of the additional signal head isn't feasible without replacing the signal pole and foundation, the Design-Builder shall install a new signal head "side fire" on the existing pole at the southeast corner.
  - ix. If the existing light standard at the northeast corner of the intersection is impacted or requires relocation, a new light standard meeting the requirements of City decorative street light standards will be installed.

- x. The curb and sidewalk along the east side of North Meridian will be removed and replaced between the limits of new channelization for the left-turn lane and North Meridian. All impacted signs and luminaire poles will be removed and replaced with new signs and decorative street light standards. Storm drainage catch basins/inlets will be reset and/or replaced to be at the face of the relocated curb.
- xi. Parking along the east side of North Meridian between 4th Avenue Northwest and East Stewart Street will be removed and the curb line painted yellow. The driveway to parking lot for "Playback Sports" shall be replaced with curb/gutter/sidewalk, but the existing alley approach and driveway north of "NAPA Auto Parts" will be rebuilt and remain open. Parking along the west side of North Meridian in this same area will be maintained.
- xii. The City will close the existing North Meridian pedestrian crossing at 4th Avenue Northwest prior to or in conjunction with the left turn lane improvements.
- xiii. The parking stall along the south side of East Stewart Avenue between North Meridian and the first alley driveway will be removed and the curb line painted yellow.
- xiv. WSDOT's Design-Builder shall coordinate directly with the affected businesses in advance of the work to determine how best to minimize disruption to their daily business activities by performing as much as the work as practical during hours that the businesses are closed.

g. SR 167/North Meridian Diverging Diamond Interchange (DDI)

- i. The City requires 10-foot wide, irrigated planter strips and 8-foot wide sidewalks at the North Meridian interchange in accordance with City standards. The City will own and maintain all irrigation and landscaping.
- ii. The City has requested low height (24 inches maximum) landscaping (excluding street trees) in the splitter and median islands around the DDI to provide unobstructed sight lines to enhance pedestrian safety. This landscaping will be irrigated, and the City will own and maintain all irrigation and landscaping.
- iii. The City has provided their guidelines for street tree types for a few locations around the DDI.
- iv. WSDOT has shared detailed hardscape/landscape design visualizations for the DDI that is included in the Bridge and Landscape Architectural Standards and the City has agreed with these plans, which will be included in the WSDOT contract.
- v. The City has requested that WSDOT install concrete barrier down the middle of North Meridian on each side of the pedestrian walkway to provide a safe refuge for pedestrians, similar to the DDI at Marvin Road in Lacey.
- vi. Where concrete islands or truck aprons are needed, they will be stamped and colored to match the treatments at the Wapato Way East and SR 99 roundabout in Fife.
- vii. The City requires "Ashlar Stone" finish on the concrete abutments and retaining walls associated with the DDI.
- viii. Between the Valley Avenue/North Meridian intersection and the Puyallup River, install new illumination meeting the requirements of City decorative street light standards. The spacing for the illumination system will be determined through a photometric analysis and meet WSDOT light level requirements for high activity areas in accordance with the WSDOT Design Manual. Adjacent sidewalks and shared use paths will be included in the design area.

- ix. The City has requested that WSDOT prepare and implement a public outreach plan prior to the opening of the new DDI at North Meridian.
- x. WSDOT will prepare a maintenance agreement with the City that will define maintenance responsibilities for all the various improvements associated with the new DDI that will be based on the City Streets as Part of State Highways Guidelines document, dated April 2, 2013.

h. The City has requested that WSDOT coordinate closely with their City Traffic Engineer on any proposed signal timing of the North Meridian/River Road signal and the North Meridian/East/West Stewart Avenue signal. WSDOT and their Design-Builder will be responsible for collaborating with the City's consultant that manages their adaptive signal network and associated costs for their consultant's support, if any signal timing adjustments are necessary. Advance coordination is necessary as the City's consultant is not local. WSDOT's Design-Builder shall allow for a minimum of 60 calendar days for coordination with the City and their consultant for any proposed signal timing adjustments.

i. The City has requested that WSDOT install conduit in the ground and attached to the southbound Puyallup River bridge to provide a pathway for a potential future connection between the new DDI signals with the signal at North Meridian/River Road. This will include one 3-inch conduit and one 2-inch conduit with detectable pull tape and junction boxes every 195 feet.

j. The City's decorative streetlights (Decorative Streetlight 2, City Plan 01.05.09) will be used along North Meridian, North Levee Road, Levee Loop, and 4th Street Northeast and allow for future installation of banners, flags, and hanging planters by the City. All City decorative streetlights (Decorative Streetlight, City Plan 01.05.08, and Decorative Streetlight 2, City Plan 01.05.09) will be painted RAL 6005 "MOSS GREEN". The color temperature for the City luminaires will be 4000k. The Decorative Streetlight, plan 01.05.08, will be Current, K107R-B3AR-(SSL)-120V-K13-4K-#3, 40 Wattage, or approved equal. The Decorative Streetlight 2, plan 01.05.08, will be Current, ERL2-0-18-C3-3-40, 140 Wattage, or approved equal. The City will provide, own and maintain all banners and planters at its own expense. Along the North Meridian corridor between River Road and Valley Avenue, new sign bridges will be painted to match the same color that the City uses for their decorative street light standards.

k. WSDOT will maintain and reconstruct the Pierce Transit bus stop on southbound North Meridian just south of Valley Avenue. Along the section of North Meridian near the transit stop, the planter strip will vary in width between 5- and 10-feet.

l. Milwaukee Avenue is planned to have a future right of way width of 60 feet when annexed by the City. WSDOT is designing the new Milwaukee Avenue bridge that will be located between the two existing bridges such that the bridge abutments will be aligned with the existing bridge columns of both bridges. The City agrees to "Ashlar Stone" finish on the concrete abutments for this bridge.

m. WSDOT will install continuous pedestrian scale lighting along the new spuyaləpabš Trail from the Riverwalk Trail to the Puyallup Recreation Center. The City has provided the

design standards for this work (Decorative Streetlight, City Plan 01.05.08) and the spacing for the illumination system will be determined through a photometric analysis and meet WSDOT light level requirements for high activity areas in accordance with the WSDOT Design Manual. The City requires the electrical conductors for all the trail lighting be installed via conduit with junction boxes with spacing based on City standards. Junction boxes will be buried 4 inches below grade and covered with a single rectangular, flat, reinforced concrete paver weighing approximately 250 lbs. to prevent theft of the electrical conductors meeting City requirements.

- n. WSDOT will salvage one end of the old steel truss Meridian Street bridge that is currently resting on the SR 167 right of way and repurpose it as a heritage marker to document the significance of this bridge to the community. This salvaged portion of the bridge will be sand blasted, painted, and placed on new concrete foundations along the spuyaləpabš Trail along with an overlook that will have an informational kiosk containing information and photos of the history of this bridge. The City requires the original character of the bridge be maintained to the maximum extent possible. WSDOT's Design-Builder will provide for minor modifications to the bridge to limit the potential for people to access the vertical steel members of the truss. This heritage marker will become the property of the City who will be responsible for all future maintenance and liability.
- o. All benches installed along the spuyaləpabš Trail will be per City of Puyallup Standard. One bench is proposed at the overlook for the heritage marker and one bench is proposed at the Gateway with the Riverwalk Trail.
  - Bench: FairWeather Site Furnishings
  - Supplier: Tournesol Siteworks ([www.tournesol.com](http://www.tournesol.com))
  - Model: TN-02100-60 Transit Bench; with back, recycled plastic; TN-CA-T tube arms; 6' length
  - Metal color: Gloss Black; lag bolt assembly
  - Recycled plastic color: Weathered Wood
  - Surface or embedded mount per WSDOT Engineer direction for each location
- p. WSDOT will protect and retain the existing Carson Chestnut tree and associated signing.
- q. WSDOT shall provide root barrier along both sides of the spuyaləpabš Trail where trees are within 15-feet of the trail to prevent roots from damaging the paved trail. Where necessary, structural soil will be used to protect existing mature trees and their roots and prevent heaving of the paved surface; in these locations, root barrier may be omitted to prevent damage to the existing trees.
- r. The City's existing sewer line that crosses the SR 167 right of way immediately west of the Upper Wapato Creek diversion culvert may be impacted by the highway embankment. The City shall assume all costs associated with protecting in place or relocating this sewer line, with a preference for protecting in place, if feasible and provided for in the plan submitted by the selected Design Builder. The Design-Builder will enter into an agreement with the City for reimbursement for their costs to protect in

place or to relocate the sewer line. The City requires for 3 months advance notice of the design options and costs so they can evaluate the options within their organization. Once the preferred option has been selected, the City requires an additional two months to collaborate with the City Manager and to work through City Council approval if deemed necessary.

- s. The City's existing waterline that crosses the SR 167 right of way immediately west of North Meridian may be impacted by the highway embankment. The City shall assume all costs and obligations associated with protecting in place or relocating this waterline, with a preference for protecting in place, if feasible and provided for in the plan submitted by the selected Design Builder. All costs associated with protecting in place or relocating of this waterline is the responsibility of the City. The Design-Builder will enter into an agreement with the City for reimbursement for their costs to relocate the waterline, or protect in place. The City requires 3 months advance notice of the design options and costs so they can evaluate the options within their organization. Once the preferred option has been selected, the City requires and additional two months to collaborate with the City Manager and to work through City Council approval if deemed necessary.

1.2 WSDOT will include applicable sections from the Puyallup Municipal Code, adopted City standards, and the City's decision on the Shoreline Substantial Development Permit (SSDP), in the WSDOT construction contract documents for Stage 2a as Mandatory Standards for all work performed on City property and utilities. Any updates to Puyallup's Municipal Code or adopted City standards that occur after the last addendum issued date will not be included in WSDOT's construction contract. Any portion of the proposed project that is outside WSDOT limited access right of way and within the jurisdiction of the City of Puyallup will require WSDOT's Design-Builder to obtain a civil permit issued by the City Engineering Department. For new irrigation and water services, WSDOT's Design-Builder will apply for a Certification of Water/Sewer Availability. If the City requires any item of contract work deviate from what is required by Puyallup's Municipal Code, adopted City standards, or the City of Puyallup SSDP, the City must inform WSDOT of such changes in writing at least ten (10) calendar days prior to WSDOT's last addendum issued date so that WSDOT can amend the Request for Proposal. Otherwise, any change requested by the City that deviates from Puyallup's standards and Municipal Code after the last addendum issued date will be funded solely by the City if such change increases the cost of the Project. See item 1.3 below. However, changes requested by the City after the last addendum issued date that are necessary to bring the work in compliance with applicable sections of the Puyallup Municipal Code, adopted City standards, or the SSDP, all of which are in effect at the time of the last RFP addendum and that are included in the WSDOT construction contract documents for Stage 2a will not be funded by the City.

1.3 WSDOT will share the design submittals from the WSDOT Design-Builder with the City to ensure that the City has opportunity to comment on the preliminary design as part of the over-the-shoulder review process in advance of formal design submittals by the Design-Builder. For contract work within WSDOT's limited access right of way, the City will have 10 calendar days to provide comment on each formal submittal which consists of a preliminary, final, and released for construction design submittal utilizing Bluebeam software (or other WSDOT/City agreed upon software) such that WSDOT can comply with the terms of the contract with their Design-Builder. WSDOT and the City agree and acknowledge that the ten (10) calendar day review

time is very aggressive and will be difficult to meet with City staffing levels. The City will make every attempt to meet the ten (10) calendar day goal. WSDOT reserves the right to not pass City comments to their Design-Builder if the comments do not align with the WSDOT contract requirements or are otherwise outside of the Project scope of work. If WSDOT and the City agree that any City comments request a betterment or work is beyond the scope of the Contract, WSDOT will collaborate with the City to determine if the City is willing to pay the additional costs for the requested betterment in accordance with Section 1.5 of this agreement. If not, then such betterments will not be incorporated into the Project. If the City does not have a standard for Work that will be owned and operated by the City, WSDOT will work with the City to clarify the standard that is applicable to the Work based on the contract requirements. If the City requests a different standard that results in increased costs, WSDOT will collaborate with the City to determine who is responsible for the additional costs, with WSDOT making the final determination. For work on City utilities within WSDOT's limited access right of way, the City may require permits depending on the specific scope of work. Such utilities shall be noted in the RFP for the Project. For City permitted work, WSDOT's Design-Builder will submit the required permit application and fee to accompany the released for construction submittal such that the City can enter the permit application into the City's permit portal and issue the permit expeditiously.

1.4 For contract work outside of WSDOT's limited access right of way and within City right of way, the City will have the opportunity to comment on the preliminary design as part of the over-the-shoulder review process in advance of formal design submittals by the Design-Builder. The City will have 10 calendar days to provide comment on each formal submittal which consists of a preliminary, final, and released for construction design submittal utilizing Bluebeam software (or other WSDOT/City agreed upon software) such that WSDOT can compile the review comments and track the design submittals in support of WSDOT's contract administration responsibilities. WSDOT reserves the right to not pass City comments to their Design-Builder if the comments do not align with the WSDOT contract requirements or are otherwise outside of the Project scope of work. WSDOT and the City agree and acknowledge that the ten (10) calendar day review time is very aggressive and will be difficult to meet with City staffing levels. The City will make every attempt to meet the ten (10) calendar day goal. If WSDOT and the City agree that City comments request a betterment or work beyond the scope of the Contract, WSDOT will collaborate with the City to determine if the City is willing to pay the additional costs for the requested betterment in accordance with Section 1.5 of this agreement. If not, then such betterments will not be incorporated into the Project. If the City does not have a standard for Work that will be owned and operated by the City, WSDOT will work with the City to clarify the standard that is applicable to the Work based on the contract requirements. If the City requests a different standard that results in increased costs, WSDOT will collaborate with the City to determine who is responsible for the additional costs. For work within the City right of way, the City may require permits depending on the specific scope of work. Such work shall be noted in the RFP for the Project. For City permitted work, WSDOT's Design-Builder will submit the required permit application and fee to accompany the released for construction submittal such that the City can enter the permit application into the City's permit portal and issue the permit expeditiously.

1.5 The City acknowledges that requests for change(s) to the WSDOT construction contract, other than changes that are necessary to bring the design in compliance with applicable sections of

the Puyallup Municipal Code, adopted City standards, nationally accredited standards, industry best practices, or the SSDP that are included in the WSDOT construction contract documents for Stage 2a, may increase costs for the City and that WSDOT will not implement any such change(s) unless the City agrees in advance in writing to be solely responsible for the costs associated with such change. All such changes shall ultimately be made at the sole discretion of WSDOT. WSDOT acknowledges that the City shall not be responsible for increased costs for any design changes requested by the City that are necessary to bring the design or the work in compliance with applicable sections of the Puyallup Municipal Code, adopted City standards, or the SSDP that were included in WSDOT's construction contract.

- 1.6 The City grants WSDOT and their Design-Builder the right to construct all the improvements in existing City right of way or property and acknowledges that WSDOT requires a 100% Contract Bond for the full Proposal amount from the Design-Builder; therefore, a separate bond and right of way use permit is not required for work within City right of way. The City acknowledges that WSDOT is the owner representative in the contract with the Design-Builder and WSDOT will act on behalf of the City to ensure that the work is performed in accordance with the contract, which includes the Puyallup Municipal Code, adopted City standards, and the SSDP. WSDOT's contract requires the Design-Builder to perform quality control testing and quality assurance inspection on every element of work. WSDOT shall perform quality verification inspection for the entire contract. The City shall not provide inspection personnel for the work within City right of way, except City inspectors may perform inspection roles for City utilities and signals. Rights of Way or surplus property along North Levee Road and North Meridian outside of WSDOT's limited access right of way will be turned back or conveyed to the City after Project Stage 2a completion, pursuant to a separate agreement that addresses the various property transfers between the Parties for the Project.
- 1.7 WSDOT has provided the following allowable traffic restrictions on City roadways in the contract requirements. The Design-Builder may approach WSDOT with proposed revisions to these traffic restrictions, and if so, WSDOT will coordinate with the City to gain approval prior to implementing revised traffic restrictions:

*Unless otherwise approved by the WSDOT Engineer, no lane restrictions or closures will be allowed on SR 161, SR 167, SR 410, SR 512, or Local Agency streets during the Washington State Spring Fair and the Washington State Fall Fair in Puyallup, Washington.*

*The Design-Builder shall also identify major events, such as a sporting event or a combination of events, with an anticipated combined attendance over 15,000 at venues within the greater Tacoma, Fife, Milton, Edgewood, Federal Way, Auburn, Sumner, and Puyallup areas, or 25,000 at venues within the greater Puget Sound Region and shall adjust closure times to minimize the impact to traffic. No traffic restrictions shall be implemented between 2 hours prior to and 2 hours after the end of events having a significant impact on traffic volumes.*

*Additional limitations may be placed on traffic restrictions such as lane closures, ramp closures, and detours during the holiday period from November 15 of each year through January 2 of the following year. No shifts to traffic patterns or lane configurations, city street closures, or extended lane, ramp or road closures shall be made during the holiday period unless approved by the WSDOT Engineer.*

*The Design-Builder will be allowed to implement lane closures in accordance with the following table. Exceptions outside of these hours may be allowed with prior written approval by the WSDOT Engineer.*

<b>SR 167/SR 161 – Lane Closure on North Meridian, North of River Road</b>								
<b>Allowable Closure Times Shown in 24-Hour Format</b>	<b>Mon. Night to Tue. Morning</b>		<b>Fri. Night to Sat. Morning</b>		<b>Sat. Night to Sun. Morning</b>		<b>Sun. Night to Mon. Morning</b>	
	<b>From</b>	<b>To</b>	<b>From</b>	<b>To</b>	<b>From</b>	<b>To</b>	<b>From</b>	<b>To</b>
<b>Northbound (Increasing) Minimum 1 Lane Open</b>	21:00	05:00	21:0 0	09:0 0	21:0 0	09:0 0	19:0 0	05:0 0
<b>Southbound (Decreasing) Minimum 1 Lane Open</b>	21:00	05:00	21:0 0	09:0 0	21:0 0	09:0 0	19:0 0	05:0 0

*The Design-Builder will be allowed to implement up to 16 road closures in accordance with the following table for setting girders, setting sign bridges, and switching traffic patterns. Exceptions outside of these hours may be allowed with prior written approval by the WSDOT Engineer.*

<b>SR 167/SR 161 – Road Closure on North Meridian, between River Road and Valley Avenue</b>								
<b>Allowable Closure Times Shown in 24-Hour Format</b>	<b>Mon. Night to Tue. Morning</b>		<b>Fri. Night to Sat. Morning</b>		<b>Sat. Night to Sun. Morning</b>		<b>Sun. Night to Mon. Morning</b>	
	<b>From</b>	<b>To</b>	<b>From</b>	<b>To</b>	<b>From</b>	<b>To</b>	<b>From</b>	<b>To</b>
<b>Road Closure and Detour</b>	22:00	04:00	23:0 0	06:00	23:0 0	08:0 0	22:0 0	04:0 0

*The Design-Builder shall maintain access to all roads and driveways not directly impacted by the closure, unless otherwise approved in writing by the WSDOT Engineer.*

*The Design-Builder will be allowed to implement no more than two extended weekend road closures related to the construction of the new DDI in accordance with the following table.*

<b>SR 167/SR 161 – Extended Weekend Road Closure on North Meridian, between River Road and Valley Avenue for Work Related to the DDI Traffic Pattern Switch</b>		
<b>Allowable Closure Times Shown in 24-Hour Format</b>	<b>Friday Night to Monday Morning</b>	
	<b>From</b>	<b>To</b>
<b>Extended Weekend Road Closure and Detour</b>	22:00	04:00

*No other lane, ramp or road closures will be allowed concurrently, except those directly related to the above extended weekend road closure and detour, or with prior written approval by the WSDOT Engineer.*

*Lane closures for local roads as shown in the following table require permit approval through the Local Agency. Released for Construction Traffic Control Plans shall not be approved without Local Agency written approval.*

<b>Single Lane Closure, Minimum 1 Lane Open in Each Direction</b>										
<b>Allowable Closure Times Shown in 24-Hour Format</b>	<b>Mon. Night to Tue. Morning</b>		<b>Tue. Night to Wed. Morning</b>		<b>Fri. Night to Sat. Morning</b>		<b>Sat. Night to Sun. Morning</b>		<b>Sun. Night to Mon. Morning</b>	
	<b>From</b>	<b>To</b>								
<b>North Meridian (south of 5th Avenue NW/NE)</b>	20:00	06:00	21:0 0	07:0 0	21:0 0	09:0 0	20:0 0	06:0 0		
<b>North Levee Road</b>	20:00	06:00	21:0 0	07:0 0	21:0 0	09:0 0	20:0 0	06:0 0		
<b>Valley Avenue NE or NW</b>	20:00	06:00	21:0 0	07:0 0	21:0 0	09:0 0	20:0 0	06:0 0		
<b>East Main Avenue/Traffic Avenue</b>	20:00	06:00	21:0 0	07:0 0	21:0 0	09:0 0	20:0 0	06:0 0		
<b>East Pioneer</b>	20:00	06:00	21:0 0	07:0 0	21:0 0	09:0 0	20:0 0	06:0 0		
<b>East or West Stewart Avenue</b>	20:00	06:00	21:0 0	07:0 0	21:0 0	09:0 0	20:0 0	06:0 0		

*Road closures for local roads as shown in the following table require permit approval through the Local Agency. Released for Construction Traffic Control Plans shall not be approved without Local Agency written approval.*

Local Road Closure										
Allowable Closure Times Shown in 24-Hour Format	Mon. Night to Tue. Morning		Tue. Night to Wed. Morning		Fri. Night to Sat. Morning		Sat. Night to Sun. Morning		Sun. Night to Mon. Morning	
	From	To	From	To	From	To	From	To	From	To
North Meridian (south of 5th Avenue NW/NE)	22:00	05:00	22:00	07:00	22:00	09:00	22:00	05:00		
East Main Avenue/Traffic Avenue	22:00	05:00	22:00	07:00	22:00	09:00	22:00	05:00		
East or West Stewart Avenue	22:00	05:00	22:00	07:00	22:00	09:00	22:00	05:00		
North Levee Road Loop	22:00	05:00	22:00	07:00	22:00	09:00	22:00	05:00		
Milwaukee Avenue East	21:00	05:00	21:00	07:00	21:00	09:00	21:00	05:00		
4th Street NE	21:00	05:00	21:00	07:00	21:00	09:00	21:00	05:00		

*Closure of a local road is prohibited concurrently with a planned closure on other local roads implemented within 3 miles of the Project Limits, unless otherwise approved in writing by the WSDOT Engineer.*

*The Design-Builder will be allowed to implement no more than two extended weekend right lane northbound closures on North Meridian, in coordination with the North Levee Road Loop closures noted in the table below, for reconstructing and widening the SR 167 northbound Puyallup River Bridge sidewalk related to the shared-use path.*

Extended Weekend Road Closure for Reconstructing North Levee Road Loop		
Allowable Closure Times Shown in 24-Hour Format	Friday Night thru Monday Morning	
	From	To
Extended Weekend Full Loop Closure and Detour	21:00	04:00

1.8 WSDOT will allow City inspectors access to the Project construction site to inspect any work involving City-owned property, right of way, or utilities, or property to be transferred to and/or maintained by the City after construction with prior consent of WSDOT.

## **2. PERIOD OF PERFORMANCE**

2.1 Subject to its other provisions, the period of performance of this Agreement shall commence on execution, and be completed on December 31, 2027, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

## **3. PAYMENT**

3.1 As noted in Section 1.5 above, requests for change(s) to the WSDOT construction contract by the City, other than changes that are necessary to bring the design in compliance with applicable sections of the Puyallup Municipal Code, adopted City standards, or the SSDP, may require payment by the City for the increased costs. WSDOT will invoice the City for any such requested changes agreed to by the Parties in advance and in writing as part of the Construction of the PROJECT. The City will pay the invoice(s) within sixty (60) calendar days of receipt from WSDOT.

## **4. CONTRACT ADMINISTRATION**

4.1 By this Agreement, the Parties do not create any separate legal or administrative entity. The Secretary of Transportation or his designee, and City Manager or his designee, shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

## **5. DISPUTE RESOLUTION**

5.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

- 5.1.1 The representative, as shown herein designated in this agreement shall use their best efforts to resolve disputes and issues arising out of or related to this agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this agreement and the resolution of any disputes or issues arising during the term of this agreement.
- 5.1.2 A party's representative shall notify the other party in writing of any dispute or issue that the representative believes may require formal resolution according to this section. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- 5.1.3 In the event the representatives cannot resolve the dispute or issue, the entity, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- 5.1.4 In the event the entity and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the entity and WSDOT shall each appoint a member to a dispute board. These two members shall then select a third member not affiliated with either party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both parties; however, each party shall be responsible for its own costs and fees.

## **6. TERMINATION**

6.1 This Agreement may be terminated, without penalty or further liability as follows:

### **6.1.1 Termination for Convenience**

This Agreement may be terminated for convenience by either Party at any time. The notice of intent to terminate for convenience shall be issued by a Party in writing no less than thirty (30) working days in advance of termination. The Party terminating for convenience shall not be liable to the other Party for any direct, indirect, or consequential damages arising solely from termination of this Agreement.

### **6.1.2 Termination for Cause**

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

### **6.1.3 Termination for Withdrawal of Authority**

This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than [seven (7) calendar days] in advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.

### **6.1.4 Termination for Non-Allocation of Funds**

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than [seven (7) calendar days] in advance of termination.

6.2 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the City agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred up to the date of termination, as well as the costs of non-cancelable obligations.

6.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

## **7. INDEMNIFICATION**

7.1 To the fullest extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is

caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials, or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or employees.

- 7.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 7.3 This indemnification and waiver will survive the termination of this Agreement.

## **8. GOVERNING LAW AND VENUE**

- 8.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

## **9. CONTACTS AND NOTICES**

- 9.1 Contact between the Parties, including but not limited to agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

### **City of Puyallup**

Hans Hunger, P.E.  
City Engineer  
1100 39<sup>th</sup> Ave SE  
Puyallup, WA 98374  
Phone (253) 225-4241  
Email: [HHunger@puyallupwa.gov](mailto:HHunger@puyallupwa.gov)

### **WSDOT Project Manager:**

Steve Fuchs, P.E.  
SR 167 Engineering Manager  
PO Box 47440  
Olympia, WA 98504  
Phone (360) 701-9413  
Email: [Steve.Fuchs@wsdot.wa.gov](mailto:Steve.Fuchs@wsdot.wa.gov)

## **10. AMENDMENT**

- 10.1 This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **11. ASSIGNMENT**

- 11.1 The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

## **12. ASSURANCES**

- 12.1 The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or as amended.

### **13. INDEPENDENT CAPACITY**

13.1 The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

### **14. MAINTENANCE OF RECORDS**

14.1 The parties to this agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the office of the state auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this agreement will be retained for six years after expiration of agreement. The office of the state auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

14.2 If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14.3 Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties. However, the Parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

### **15. ORDER OF PRECEDENCE**

15.1 In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes, and local laws, rules and regulations;
2. Statement of work;
3. Exhibits and appendices; and
4. Any other provisions of the agreement, including materials incorporated by reference.

### **16. RESPONSIBILITIES OF THE PARTIES**

16.1 Each Party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither Party assumes any responsibility to the other Party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

### **17. SEVERABILITY**

17.1 If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

**18. SITE SECURITY AND SAFETY**

18.1 While on WSDOT premises, the City, its agents, employees, or subcontractors shall comply with WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases such as Covid.

**19. SUBCONTRACTING**

19.1 "Subcontractor" means one not in the employment of a party to this agreement, who is performing all or part of those services under this agreement under a separate contract with a party to this agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

19.2 Except as otherwise provided in the agreement, the WSDOT shall not subcontract any of the contracted services without the prior approval of the agency. The WSDOT is responsible to ensure that all terms, conditions, assurances, and certifications set forth in this agreement are included in any and all subcontracts. Any failure of WSDOT or its subcontractors to perform the obligations of this agreement shall not discharge WSDOT from its obligations under this agreement.

**20. INSURANCE**

20.1 City warrants that it is self-insured pursuant to a self-insurance "risk pool" duly authorized by the State of Washington and agrees to provide acceptable evidence of its self-insured status to WSDOT. The City self-insurance risk pool insurance policy must provide liability coverage for its operations under this Agreement, including (i) general liability coverage for bodily injury, property damage, and personal injury of not less than two million dollars (\$2,000,000) combined single limit per occurrence, with a general aggregate amount of not less than five million dollars (\$5,000,000) per policy period; coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis; and (ii) commercial automobile liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the operations under this Agreement, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Coverage obtained by City in compliance with the Section shall not be deemed as having relieved City of any liability in excess of such coverage.

20.2 In the event City is not a party to a state approved self-insurance "risk pool", it shall secure insurance coverage in conformance with the requirements of this Section 20.2 and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, evidencing the procurement of the required insurance coverages. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification on any such general liability policies.

**21. WAIVER**

21.1 A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

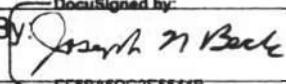
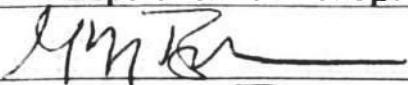
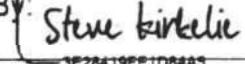
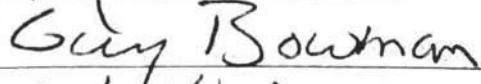
**22. ALL WRITINGS CONTAINED HEREIN**

22.1 This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**23. COUNTERPARTS AND ELECTRONIC SIGNATURE**

23.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the Parties have executed this Agreement.

City of Puyallup		Washington State Department of Transportation	
DocuSigned by:		By:	John White
By: 	EF5B450C2E5544B	Printed:	John H. White
Printed:	Joe Beck	Title:	Program Administrator
Title:	City Attorney	Date:	5/28/2024
Date:	5/22/2024	Approved as to Form Washington State Department of Transportation	
Approved as to Form City of Puyallup		Approved as to Form Washington State Department of Transportation	
DocuSigned by:		By:	
By: 	3E28419FE1D84AS	Printed:	
Printed:	Steve Kirkelie	Title:	Asst. Atty Gen.
Title:	City Manager	Date:	5-24-2024
Date:	5/22/2024		



## City Council Agenda Item Report

Submitted by: Robyn Buck  
Submitting Department: Engineering  
Meeting Date: August 26, 2025

**Subject:**

**Pg. 64** - Public Hearing and first reading of an Ordinance to vacate 2nd Street SE between E Meeker and E Main St for the Meeker Festival Street Project and public plaza as part of the Palindrome Communities mixed use project on the City's downtown Cornforth Campbell property

**Presenter:**

Hans Hunger, City Engineer

**Recommendation:**

First, conduct a public hearing, then approve first reading of an ordinance to vacate 2nd Street SE between E Meeker and E Main St for the Meeker Festival Street.

**Background:**

The City is implementing a festival street on Meeker between S. Meridian and 3rd Street SE, which will complement the planned development of properties on either side of 2nd Street SE. This development includes the construction of a public plaza, public parking during regular business hours, seven townhomes, a multifamily building with approximately 115 units, along with a market hall, micro-restaurant units, and public restrooms. The vacation of 2nd Street SE will provide greater flexibility for the layout of the development and create more pedestrian-friendly spaces. Utilities currently within the right-of-way (ROW) of 2nd Street SE will be temporarily accommodated through a utility easement until further design work by the developer determines whether the utilities will be removed or relocated.

Details of the development and the coordination between the city and the developer have been outlined in a Development Agreement approved by the City Council on January 28, 2025. At the time of this street vacation, the City remains the owner of the parcels on both sides of 2nd Street SE and will therefore be vacating the right-of-way to itself.

**City Strategic Plan Goal Category:**

Livable & Healthy Community

**Fiscal Impacts:**

The City of Puyallup owns the proposed vacation area and therefore, there are no fiscal impacts.

**ATTACHMENT(S)**

Ordinance

Petition

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PUYALLUP VACATING A PORTION OF 2<sup>ND</sup> ST SE BETWEEN E.  
MEEKER AND E. MAIN ST**

**WHEREAS**, the City of Puyallup has received a signed petition for the vacation of a portion of 2<sup>nd</sup> Street SE between E. Meeker and E. Main Street as further described in Section 2 below; and

**WHEREAS**, the City Council in Resolution 2528 directed that a notice of public hearing be published for a hearing on the petition; and

**WHEREAS**, a public hearing was held before the City Council on August 26, 2025;

**NOW, THEREFORE**, the City Council of the City of Puyallup, Washington, does hereby ordain as follows:

**Section 1. FINDING:** The Council finds that the right-of-way described below is not needed as a part of the City road system, and the public will be benefited by vacation of the City's interest.

**Section 2. VACATION:** The alley described below shall be vacated:

All those portions of 2<sup>nd</sup> Street SE between E. Meeker and E. Main Street described as follows and in Exhibit A, the boundaries of which are depicted in Exhibit B hereto:

THE 60.00 FOOT RIGHT OF WAY OF 2ND STREET EAST LYING SOUTH OF MAIN STREET, NORTH OF MEEKER STEET, AND LYING BETWEEN BLOCKS C AND D, ACCORDING TO THE PLAT RECORDED IN BOOK 1 OF PLATS, PAGE 45, RECORDS OF PIERCE COUNTY, WASHINGTON. CONTAINING 14,406 SQUARE FEET MORE OR LESS.

This street vacation shall take place and be effective on January 15, 2026.

**Section 3. CONDITIONS:** This street vacation approval is subject to the following conditions:

Easements are hereby reserved for any existing public utilities and for any active private utilities that exist within the vacated area upon the effective date of this Ordinance. Additionally, a public utility easement for any future public utilities is hereby reserved over the entire area of 2<sup>nd</sup> Street SE as that area is described in Exhibit A and depicted in Exhibit B.

**Section 4. DIVISION:** The above-described vacated right-of-way shall be divided among the adjacent parcels in accordance with RCW 35.79.040."

Section 5. RECORDING: A certified copy of this ordinance shall be recorded by the City Clerk with the County Auditor's Office.

Section 6. SEVERABILITY: If any section, sentence, clause or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 7. CORRECTIONS: The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 8. EFFECTIVE DATE: This ordinance shall be in full force and effect on January 15, 2026, and following publication as required by law.

PASSED AND APPROVED by the City Council of the City of Puyallup at a regularly scheduled open public meeting on the \_\_\_\_\_, 2025.

DATED this \_\_\_ day of September 2025.

---

Jim Kastama  
Mayor

APPROVED AS TO FORM:

ATTEST:

---

Joseph N. Beck  
City Attorney

---

Dan Vessels Jr.  
City Clerk

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

EXHIBIT A

2<sup>ND</sup> STREET EAST RIGHT OF WAY VACATION

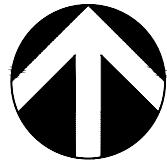
THE 60.00 FOOT RIGHT OF WAY OF 2ND STREET EAST LYING SOUTH OF MAIN STREET, NORTH OF MEEKER STREET, AND LYING BETWEEN BLOCKS C AND D, ACCORDING TO THE PLAT RECORDED IN BOOK 1 OF PLATS, PAGE 45, RECORDS OF PIERCE COUNTY, WASHINGTON.

CONTAINING 14,406 SQUARE FEET MORE OR LESS.

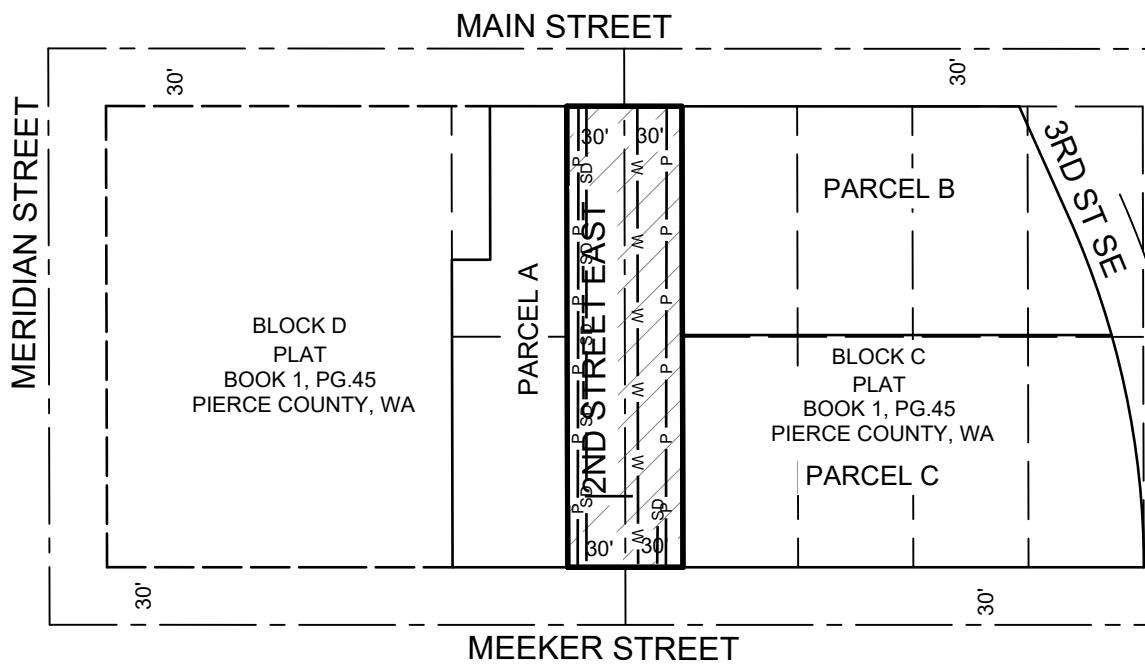


DAVID EVANS  
AND ASSOCIATES INC.  
676-B Woodland Square Loop SE, Suite 301E  
Lacey, WA 98503

## EXHIBIT B



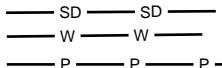
0 50 100



NOTE:  
PARCEL A, B, & C  
CITY OF PUYALLUP  
BOUNDARY LINE  
REVISION NO. 00-84-015  
AFN. 20009125003



= ROW VACATION AREA



Storm Drainage  
Watermains  
Power & Telecommunications

### 2ND STREET EAST RIGHT OF WAY VACATION

TAX PAYER  
RIGHT OF WAY AREA  
SECTION

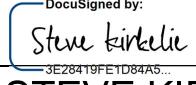
CITY OF PUYALLUP  
14,406 S.F.  
NW 1/4 SW 1/4, SEC. 27, T.20N., R4E., W.M.

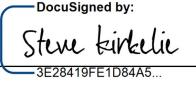


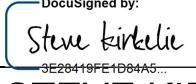
676-B Woodland Square Loop, Suite 301E  
Lacey, Washington 98503  
Phone: 360.628.5018



**We, the undersigned, support this request, and represent two-thirds of the lineal frontage of the property abutting the portion of the right of way to be vacated:**

DocuSigned by:			
Signature	 3E28419FE1D84A5...	Assessor's Parcel No.	7060000020
Name (Print)	STEVE KIRKELIE	Phone	253 435 3620
Street	333 S MERIDIAN	City	PUYALLUP Zip 98371

DocuSigned by:			
Signature	 3E28419FE1D84A5...	Assessor's Parcel No.	7060000030
Name (Print)	STEVE KIRKELIE	Phone	253 435 3620
Street	333 S MERIDIAN	City	PUYALLUP Zip 98371

DocuSigned by:			
Signature	 3E28419FE1D84A5...	Assessor's Parcel No.	7060000070
Name (Print)	STEVE KIRKELIE	Phone	253 435 3620
Street	333 S MERIDIAN	City	PUYALLUP Zip 98371

Signature	Assessor's Parcel No. _____		
Name (Print)	Phone	_____	
Street	City	Zip	_____

Signature	Assessor's Parcel No. _____		
Name (Print)	Phone	_____	
Street	City	Zip	_____

Signature	Assessor's Parcel No. _____		
Name (Print)	Phone	_____	
Street	City	Zip	_____



## City Council Agenda Item Report

Submitted by: Heather Gregersen  
Submitting Department: Finance  
Meeting Date: August 26, 2025

**Subject:**

**Pg. 70** - First reading of an ordinance pertaining to 2025 routine budget adjustments

**Presenter:**

Barbara Lopez, Finance Director

**Recommendation:**

Approve first reading of an ordinance amending the 2025 adopted budget.

**Background:**

These budget adjustments reflect changes that have occurred since the approval of the 2025 Biennial Budget via Ordinance 3310. Totaling \$7,825,171, this budget amendment includes grants that have been accepted by Council, carryforward budget balances, and other contracts approved by Council.

**City Strategic Plan Goal Category:**

Organizational Excellence

**ATTACHMENT(S)**

[Ordinance](#)  
[Exhibit A](#)  
[Exhibit B](#)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE** of the City of Puyallup, Washington, relating to municipal finance, amending the 2025 Budget adopted by Ordinance No. 3310 and authorizing certain expenditures in the amounts specified in this ordinance to conform with previous direction provided by the City Council

**Whereas**, the City Council is authorized to amend the City's budget within the limitations set forth in RCW 35A.34.200; and

**Whereas**, the City Council finds that current revenue and expenditure reports for the City differ from forecasts used to create the 2025 Budget enacted by Ordinance No. 3310; and

**Whereas**, the City Council finds that such differences justify certain adjustments regarding obligations incurred and expenditures of revenues for the 2025 Budget; and

**Whereas**, the City Council finds that any increases, decreases, revocations or recalls set forth herein are in the best interests of the City;

**NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF PUYALLUP  
ORDAINS AS FOLLOWS:**

**Section 1. Findings.** Each and every of the findings expressed in the recitals to this ordinance are hereby adopted and incorporated herein.

**Section 2. Amendments to the 2025 Budget.** The 2025 Budget, originally approved by Ordinance No. 3310, passed on November 26, 2024, is amended as summarized in Exhibit A reflecting detailed changes itemized in Exhibit B:

**Section 3. Ratification and Confirmation.** All acts taken by City officers and staff prior to the enactment of this ordinance that are consistent with and in furtherance of the purpose or intent of this ordinance are hereby ratified and confirmed by the City Council.

**Section 4. Severability – Construction.** 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 Puyallup Municipal Code, this ordinance deems control.

**Section 5. Effective Date.** This ordinance shall take effect and be in full force, five (5) days after its passage, approval and publication according to law.

**PASSED** at an open public meeting by the City Council for the City of Puyallup on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Jim Kastama  
Mayor

Approved as to form:

Attest:

---

Joseph N. Beck  
City Attorney

---

Dan Vessels Jr.  
City Clerk

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

## Exhibit A - Summary for 2025 First Budget Adjustment Ordinance

Fund Description	Expenditures	Transfers Out	Total
General Fund	(2,971,207)	1,261,639	(1,709,568)
Budget Stability Reserves	125,000	527,446	652,446
American Rescue Plan Act Fund	367,145	167,335	534,480
Street Operations	3,496,409	-	3,496,409
Street Projects	860,410	480,100	1,340,510
Parks Projects	(1,405,000)	-	(1,405,000)
Facility Projects	527,446	1,600,000	2,127,446
Sewer Fund	958,658	958,658	1,917,316
Storm Fund	299,645	114,987	414,632
Info Tech & Communication	456,500	-	456,500
<b>Grand Total</b>	<b>2,715,006</b>	<b>5,110,165</b>	<b>7,825,171</b>

## Exhibit B - Details for 2025 First Budget Adjustment Ordinance

Fund	Description	Approval Date	Expenditures	Transfers Out	Total
<b>General Funds</b>					
General Fund					
	<b><i>Approved</i></b>				
Puyallup Main Street Association (PMSA) Donation		4/1/2025	100,000		100,000
Puyallup Comprehensive Plan - DOC Middle Housing Grant		12/5/2023	50,000		50,000
Association of Washington Cities Energy Audit Grant		3/11/2025	124,685		124,685
WA State Traffic Safety Commission Grant - LEL		1/28/2025	10,000		10,000
WA State Military Department - Emergency Management		10/22/2024	169,219		169,219
SSHA3P Membership		6/10/2025	13,444		13,444
	<b><i>Carryforward</i></b>				
Professional Svcs for Cornforth-Campbell Redevelopment Project		2024	24,139		24,139
Professional Svcs for Traffic Counts		2024	2,225		2,225
	<b><i>Technical</i></b>				
Public Works budget moved to Street Operations Fund		2025	(3,496,409)	1,261,639	(2,234,770)
	<b><i>Recommended</i></b>				
Pioneer Park HOA Fees		Pending	25,340		25,340
DPS Applicant Pass Through Project - Vector Pay Agreement		Pending	6,150		6,150
Budget Stability Reserves					
	<b><i>Approved</i></b>				
Transfer to Library Teen Zone Project		11/19/2024		398,201	398,201
Transfer to Library Teen Zone Project		4/29/2025		129,245	129,245
	<b><i>Technical</i></b>				
Move Motel Lodging Tax Award to Tourism & Branding Project		2025	125,000		125,000
<b>Total General Funds</b>			(2,846,207)	1,789,085	(1,057,122)
<b>Special Revenue Funds</b>					
American Rescue Plan Act Fund					
	<b><i>Carryforward</i></b>				
Patrol - Axon Contract		2024	367,145		367,145
Fruitland Ext - Transfer to Sewer Fund Capital Projects		2024		76,885	76,885
7th Ave SW Storm - Transfer to Storm Fund Capital Projects		2024		90,450	90,450
Street Operations					
	<b><i>Technical</i></b>				
Public Works budget moved from General Fund		2025	3,496,409		3,496,409
<b>Total Special Revenue Funds</b>			3,863,554	167,335	4,030,889

## Exhibit B - Details for 2025 First Budget Adjustment Ordinance

Fund	Description	Approval Date	Expenditures	Transfers Out	Total
<b>Capital Project Funds</b>					
Street Projects					
	<b>Approved</b>				
Puyallup Moves Downtown Destination - PSRC Grant		11/21/2023	371,950		371,950
Puyallup Moves Downtown Destination		2/25/2025	8,360		8,360
23rd Ave SW; 13th-17th Sidewalk		4/29/2025	389,000	389,000	778,000
Railroad Crossings Safety Improvements		9/24/2024	91,100	91,100	182,200
Parks Projects					
	<b>Technical</b>				
Riverwalk Trail Phase 5 - Return PSRC Grant		2024	(1,405,000)		(1,405,000)
Facilities Projects					
	<b>Approved</b>				
Library Teen Zone Project		11/19/2024	398,201		398,201
Library Teen Zone Project		4/29/2025	129,245		129,245
	<b>Technical</b>				
Public Safety Building - Move budget to Capital Project		2025		1,600,000	1,600,000
<b>Total Capital Project Funds</b>			(17,144)	2,080,100	2,062,956
<b>Enterprise Funds</b>					
Sewer Projects					
	<b>Approved</b>				
5th Ave NW; 2nd to 3rd St NW Sewer		8/20/2024/ 02/11/2025	958,658	958,658	1,917,316
Storm Projects					
	<b>Approved</b>				
Comp Plan Update - Flood Control Zone District Funding		2023	184,658		184,658
Clarks Creek Elodea Cutting		7/2/2024	114,987	114,987	229,974
<b>Enterprise Funds Total</b>			1,258,303	1,073,645	2,331,948
<b>Internal Service Funds</b>					
Info Tech & Communication					
	<b>Approved</b>				
Department of Homeland Security - Cyber Security Risk Grant		1/28/2025	136,500		136,500
	<b>Carryforward</b>				
Radio System Improvements paid by SS911		2024	320,000		320,000
<b>Internal Service Funds Total</b>			456,500	-	456,500
<b>Grand Total</b>			<b>2,715,006</b>	<b>5,110,165</b>	<b>7,825,171</b>



## City Council Agenda Item Report

Submitted by: Cody Geddes

Submitting Department: Parks, Recreation and Facilities

Meeting Date: August 26, 2025

**Subject:**

**Pg. 76 - Puyallup Skatepark Replacement Design**

**Presenter:**

Cody Geddes, Parks, Recreation and Facilities Director, Grindline Skateparks

**Recommendation:**

Approve the proposed final design concept for the Puyallup Skatepark and authorize staff to proceed with construction and bid documents.

**Background:**

The redesign of the Puyallup Skate Park aims to replace the aging prefabricated structure with a modern, more accessible facility. The Parks and Recreation Department has collaborated with Grindline Skateparks to lead the design process, which included:

- A community-wide survey that received over 300 responses
- Two public input meetings
- Targeted outreach to local skating and wheeling communities

Feedback consistently highlighted the importance of preserving the existing halfpipe, expanding opportunities for progression-based features, and incorporating street-style elements. The final proposed design features:

- Halfpipe: A replica of the existing structure with an added bowed-in corner for improved flow.
- Fun Box: A combination of popular street elements, including a bank to ledge, handrail, and pyramid hip.
- 3-Block Stair Set: This includes a 2-stair, 3-stair, and a long manual pad, allowing skaters to progress in their skills.

Overall, the new design preserves essential features from the current park while significantly enhancing layout, safety, and long-term durability.

**City Strategic Plan Goal Category:**

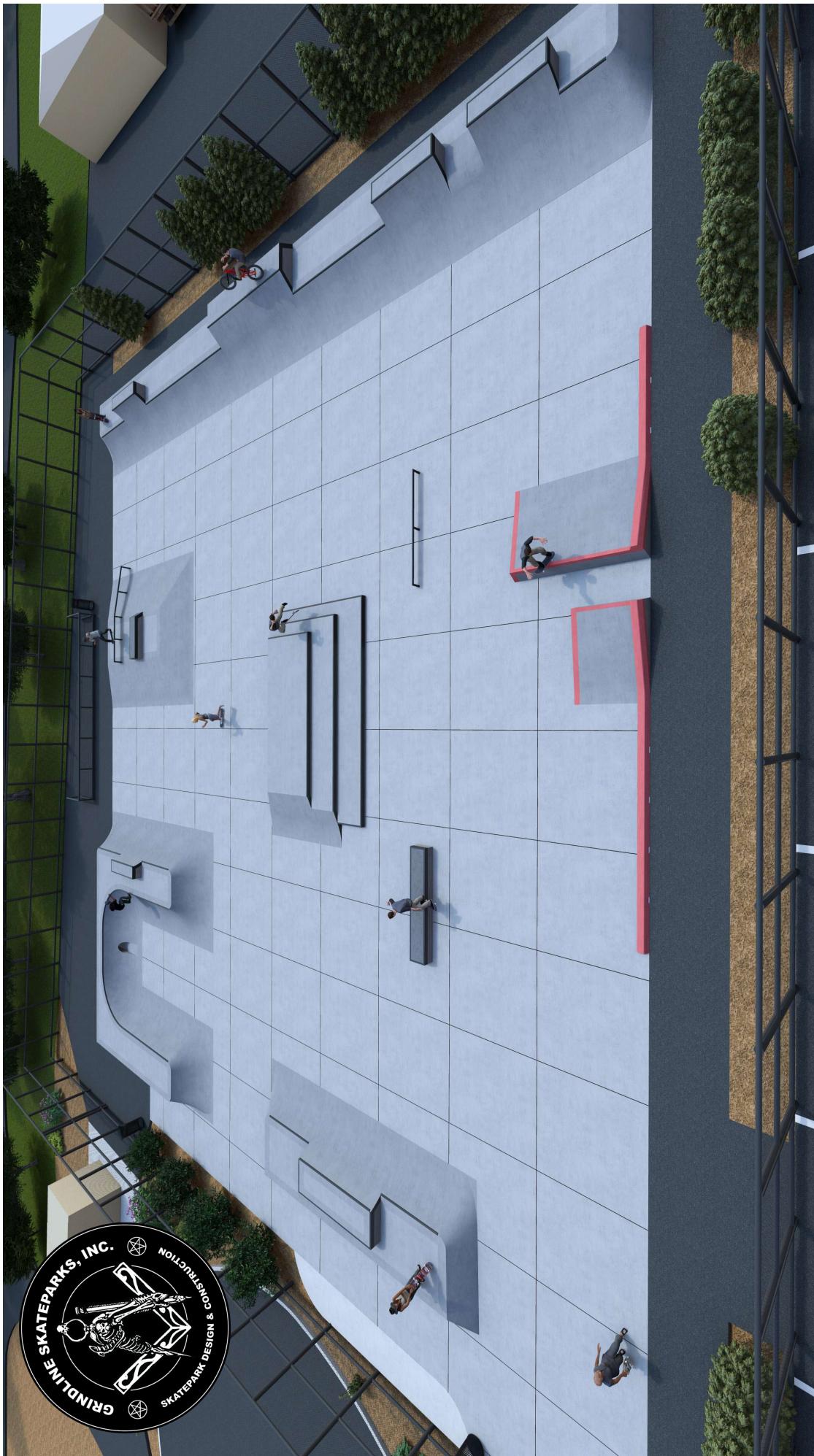
Livable & Healthy Community

**Fiscal Impacts:**

The funding for this project will come from funds already budgeted in the Parks Capital Improvement Project Fund.

**ATTACHMENT(S)**

Skatepark design



# Puyallup Skatepark Concept

## Puyallup, WA

Puyallup Skatepark Concept  
FC071525 July 15th, 2025  
inform@grindline.com | grindline.com



# Puyallup Skatepark Concept

## Puyallup, WA

Puyallup Skatepark Concept  
FC071525 July 15th, 2025  
inform@grindline.com | grindline.com



## Puyallup Skatepark Concept

### Puyallup, WA

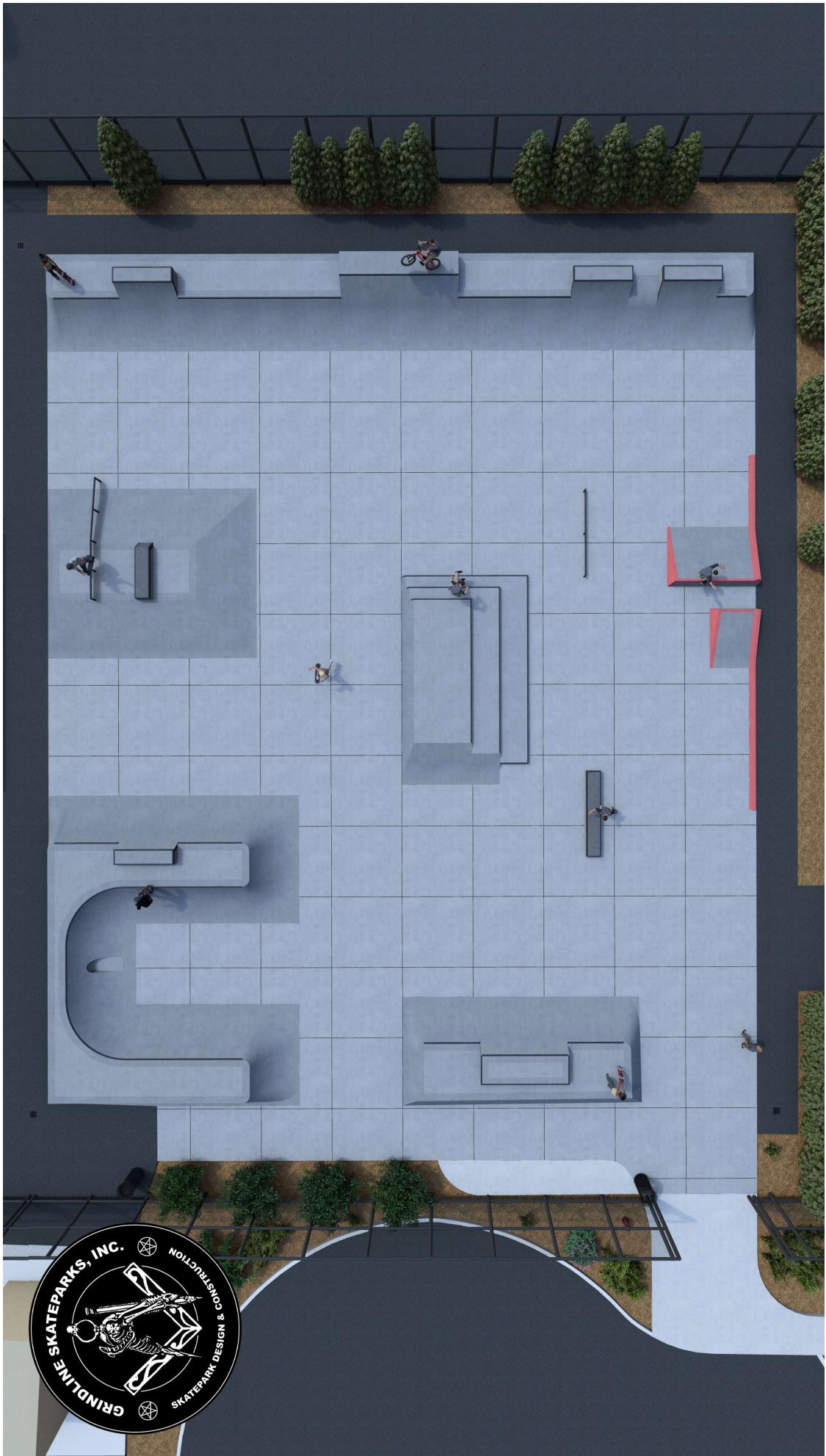
Puyallup Skatepark Concept  
FC071525 July 15th, 2025  
inform@grindline.com | grindline.com



# Puyallup Skatepark Concept

## Puyallup, WA

Puyallup Skatepark Concept  
FC071525 July 15th, 2025  
inform@grindline.com | grindline.com



# Puyallup Skatepark Concept

## Puyallup, WA

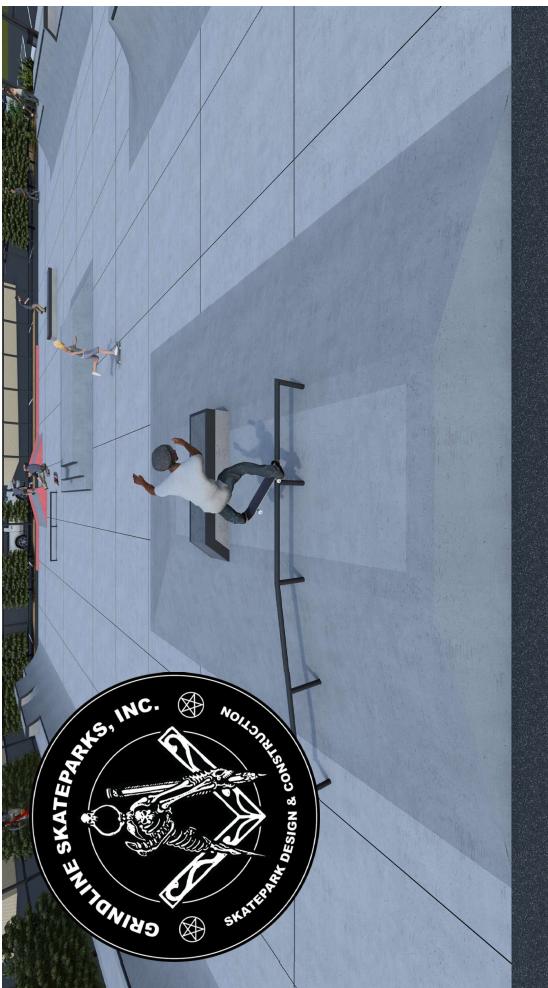
Puyallup Skatepark Concept  
FC071525 July 15th, 2025  
inform@grindline.com | grindline.com



## Puyallup Skatepark Concept

### Puyallup, WA

Puyallup Skatepark Concept  
FC071525 July 15th, 2025  
inform@grindline.com | grindline.com



## Puyallup Skatepark Concept

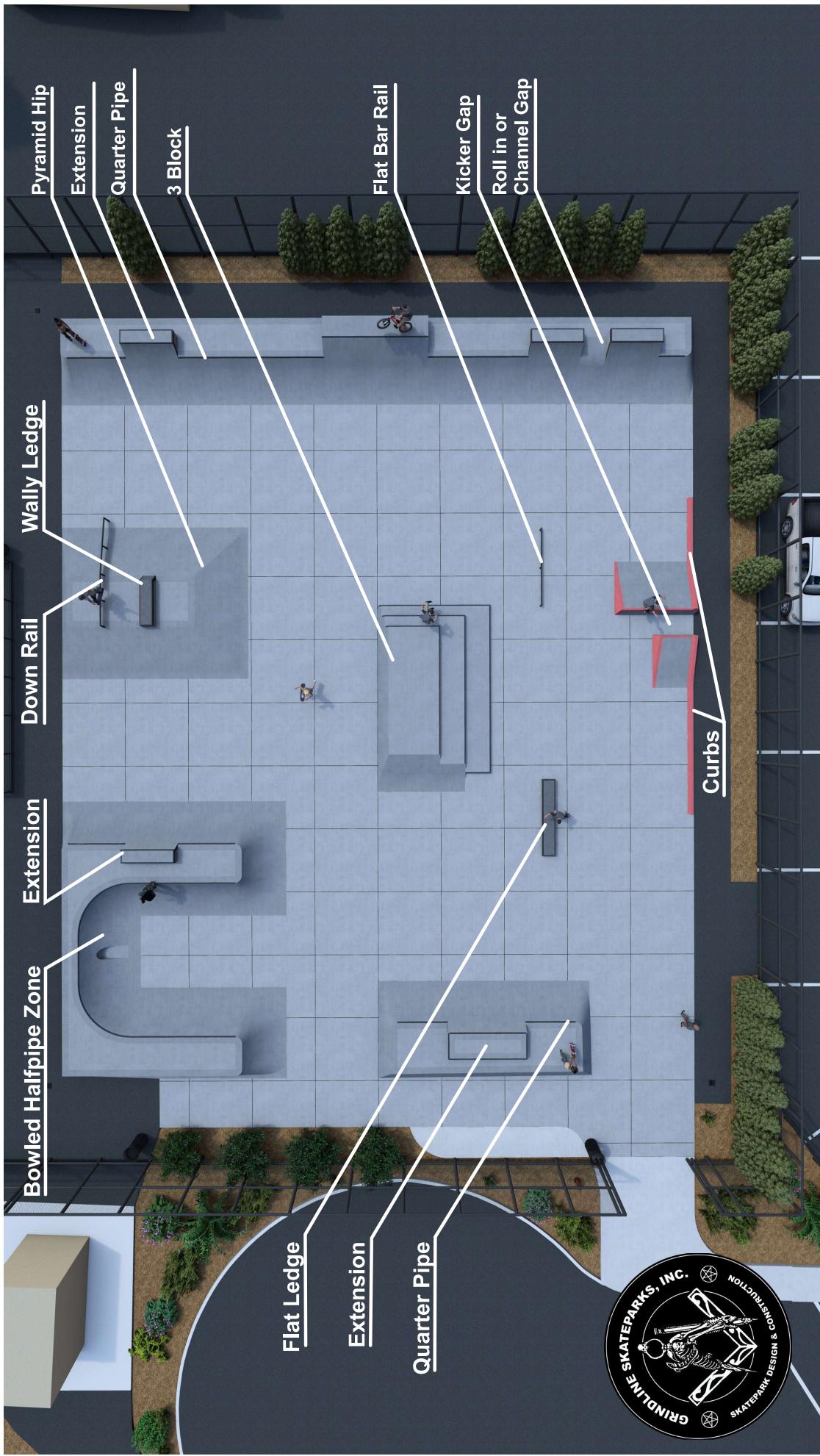
### Puyallup, WA

Puyallup Skatepark Concept  
FC071525 July 15th, 2025  
inform@grindline.com | grindline.com



**Puyallup Skatepark Concept**  
Puyallup, WA

Puyallup Skatepark Concept  
FC071525 July 15th, 2025  
inform@grindline.com | grindline.com



## Puyallup Skatepark Concept

### Puyallup, WA

Puyallup Skatepark Concept  
FC071525 July 15th, 2025  
inform@grindline.com | grindline.com

