



Members: Councilmembers Earle Stuard (chair), Curt Brown, Charla Neuman, Barb Bitteto (alternate)

Staff Liaison: Mike Dahlem, Michael Kosa, Andrew Leach, Alisa O'Haver-Ayala, Robert Wright, Andria Swann, Kelsey White

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (first floor conference room), or virtually by using the meeting access link and additional information located on the city's website, and on tonight's meeting agenda.

Meeting URL: <https://sumnerwa-gov.zoom.us/j/87101964344>

Meeting ID: 871 0196 4344

One tap mobile: US: +12532158782,,87101964344#

CALL TO ORDER

COMMITTEE BUSINESS

1. Water Rights - Consultant Contract Amendment (Tom Pors)
2. WRRP PSE Transmission Relocation - Alderton 115kv Construction Agreement
3. WRRP PSE Transmission Relocation - Alpac 115kv Construction Agreement
4. WRRP PSE Transmission Relocation - Alderton 230kv Construction Agreement
5. 24th St E Utility Relocation - Gas Reimbursement Agreement
6. 24th St E Utility Relocation - Easement from City to PSE Gas
7. 24th St E Utility Relocation - Easement from PSE Gas to City

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Water Rights - Consultant Contract Amendment (Tom Pors)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$130,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment with Scope and Fee

STAFF CONTACT: Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

The City of Sumner has been diligently pursuing the allocation of sufficient water rights to provide water for domestic use and fire protection within the Water Utility Service areas through the planning horizon as identified in the City's comprehensive planning documents.

The City's application for the acquisition of new water rights is currently before the Department of Ecology for review. Recently, the City has been accepted to have its Central Well water rights application reviewed as a pilot project in order to assist a legislatively created joint task force examining the potential to consider habitat improvements in the evaluation of water rights applications.

As a pilot project proponent, the City is required to submit a conceptual mitigation plan to the Department of Ecology. The cost of expert legal counsel required in the assembly of this conceptual mitigation plan is expected to exceed the amount of funds remaining on the existing agreement between the City and the Law Office of Thomas M. Pors.

Staff is recommending an increase of \$130,000 to the existing legal services contract, raising the total contract amount to a not to exceed value of \$280,000.00.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/5/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving an amendment to the Law Office of Thomas M. Pors' Consultant Services Contract for the Water Rights Services - Pilot Project (CIP 04-02), increasing the contract amount by \$130,000 to a total authorized amount not-to-exceed \$280,000, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 3

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Law Office of Thomas M. Pors**

CONTRACT NAME & PROJECT NUMBER: **Water Rights Services - Pilot Project (CIP 04-02)**

ORIGINAL AGREEMENT DATE: **11/27/2018**

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

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

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

See Exhibit A – Scope of Work for 2022-2023

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

Original Contract Sum, <i>including applicable WSST</i>	\$150,000.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$N/A
Current Contract Amount <i>including all previous amendments</i>	\$150,000.00

Current Amendment Sum	\$130,000.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$280,000.00

Original Time for Completion (insert date)	12/31/2019
Revised Time for Completion under prior Amendments (insert date)	12/31/2024
Add'l Days Required (±) for this Amendment	N/A
Revised Time for Completion (insert date)	N/A

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

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

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

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

CONSULTANT, CONTRACTOR OR VENDOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

Law Office of Thomas M. Pors

Water Rights Legal Services for City of Sumner, Washington
Scope of Work for 2022 and 2023

1. Pilot Project Application Processing and Conceptual Mitigation Plan for the Central Well

Permanent Water Right Application [completion of pending project]. The City is legislatively approved for expedited processing of permanent Central Well application G2-30534 using flexible mitigation as a pilot project. Mr. Pors has been guiding the City's water right applications under ESSB 6091 since passage of the law in January 2018. Mr. Pors will assist City staff with the resolution of all issues relating to the completion of this project, including:

a. Regional Groundwater Modeling. The USGS regional groundwater model for the Puyallup-White basin will be critical to processing the Central Well application but is new and untested. Mr. Pors will work with City staff and consulting hydrogeologists to resolve modelling issues with multiple agencies and stakeholders.

b. Mitigation Negotiations. Grant applications and contract negotiations will be required to acquire adequate mitigation for the Central Well application. Mr. Pors will continue to negotiate agreements for mitigation water supplies and resolve any future issues concerning mitigation requirements under ESSB 6091.

c. Application Processing, Review of Draft and Final Decisions. ESSB 6091 leaves several open questions concerning expedited processing and reimbursement of Ecology's costs. Mr. Pors will assist the City with application processing and cost-reimbursement contracts. He will also review and negotiate draft and final Reports of Examination to insure compliance with ESSB 6091 and other applicable laws, and to minimize the chance of appeals.

Total Budget for this Scope of Work: \$100,000.00

2. As-needed assistance in water rights acquisition and water rights transfers. Occasionally, water rights that would be beneficial for the City to acquire become available for purchase. Acquisition of water rights requires a detailed analysis of the actual (beneficial) use the owner has made of the water right. Mr. Pors will assist the City in analyzing potential water right acquisitions and the transactional work to acquire title.

Budget for this Scope of Work: \$5,000.00

3. Legislative and Regulatory Assistance Relating to Water Rights and Application Processing.

The City is involved in on-going guidance policy and rule development related to ESSB 6091 implementation, pilot project application processing, WRIA 10 watershed restoration planning, and watershed restoration grant funding. Mr. Pors has provided legal advice to City Staff and the City's

public relations consultants regarding these matters and will continue to provide these services as needed over the next several years.

Budget for this Scope of Work: \$5,000.00

4. General Water Rights Consultation.

Mr. Pors will continue to provide legal services as needed to address City matters related to water rights.

Budget for this Scope of Work: \$20,000.00

Total Budget for all Projects: \$130,000.00

SUBJECT: WRRP PSE Transmission Relocation - Alderton 115kv Construction Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,644,082.34

Within Budget Allocation: Yes

ATTACHMENTS:

1. Agreement

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

As part of the White River Restoration project, multiple utilities are being relocated. Many of the electrical utilities owned by Puget Sound Energy (PSE) are within a PSE easement, so costs for the relocation are placed onto the City and BNSF. This agreement is to reimburse PSE for the City's portion of construction costs (expected to be \$1,644,082.34) to relocate the 115kv transmission poles outside of the project area.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/5/2022
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Puget Sound Energy, as part of the White River Restoration (CIP 14-10), substantially in a form approved by the City Attorney.

FACILITY RELOCATION AGREEMENT

This Agreement, dated as of June 8, 2022, is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation (“PSE”), and City of Sumner, (“Government Entity”). PSE and the Government Entity are sometimes referred to herein individually as a "Party" and collectively as the “Parties.”

RECITALS

A. PSE owns and operates certain utility systems and facilities necessary and convenient to the transmission and distribution of electricity ("Facilities") that are located on or in relation to certain operating rights ("Existing Operating Rights"). The Facilities and Existing Operating Rights are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. The Government Entity plans to construct the Lower White River Restoration Project (“Improvements”).

C. In connection with the Improvements, the Government Entity has requested that PSE perform certain engineering design work and certain construction work relating to modification or relocation of its Facilities (the "Relocation Work"), all in accordance with and subject to the terms and conditions of this Agreement, and any applicable tariff on file with the Washington Utilities and Transportation Commission (the “WUTC”).

D. The Government Entity has provided to PSE a written plan for the Improvements (the “Improvement Plan”) which includes, among other things, (a) plans and specifications sufficient in detail, as reasonably determined by PSE, for PSE to design and perform the Relocation Work, including reasonably detailed drawings showing the planned Improvements, (b) a list of the key milestone dates for the Improvements, and (c) information concerning possible conflicts between PSE's Facilities and other utilities or facilities.

The Parties, therefore, agree as follows:

AGREEMENT

Section 1. Relocation Work

1.1 Relocation Work. The Relocation Work is described in Exhibit B attached to this Agreement.

1.2 Performance of Relocation Work. Subject to the terms and conditions of this Agreement and any applicable tariffs on file with the WUTC, PSE shall use reasonable efforts to perform the Relocation Work. PSE shall perform the Relocation Work in accordance with the schedule provided in Exhibit B (the “Relocation Schedule”) with

reasonable diligence in the ordinary course of its business and in light of any operational issues as to the remainder of its utility systems that may be influenced by the Relocation Work. PSE shall have no liability to the Government Entity or any third party, nor shall the Government Entity be relieved or released from its obligations hereunder, in the event of any delay in the performance of the Relocation Work due to any (a) repair, maintenance, improvement, renewal or replacement work on PSE's utility systems, which work is necessary or prudent as determined by PSE in its sole discretion; or (b) actions taken by PSE which are necessary or consistent with prudent utility practices to protect the performance, integrity, reliability or stability of PSE's utility systems or any systems to which such systems are connected.

1.3 Adjustments to the Relocation Work. PSE shall notify the Government Entity in writing of any reasonably anticipated adjustments to the Relocation Work (including the Relocation Schedule and/or Relocation Cost Estimate) that result from (a) the revision or modification of any Improvements in a manner that requires PSE to revise its plans and specifications for the Relocation Work; (b) delays in PSE's performance of the Relocation Work caused by the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives); or (c) conditions or circumstances otherwise beyond the control of PSE that reasonably and in good faith prevents PSE from complying with the Relocation Schedule. PSE's written notice shall be provided to the Government Entity within 30 days of PSE receiving written notification by the Government Entity, or any agent or representative, of any revision or modification of the Improvements, or within 30 days of discovering any delay, condition, or circumstances beyond PSE's control which reasonably and in good faith causes a delay in PSE's performance of the Relocation Work. The Parties acknowledge that additional requirements not contemplated by the Parties may arise during the performance of the Relocation Work. In the event such additional requirements arise, the Parties shall provide written notice thereof and shall use good faith reasonable efforts to appropriately respond to such requirements in a prompt and efficient manner, including appropriate adjustments to the Relocation Schedule and/or the Relocation Cost Estimate.

1.4 Performance by Government Entity. In the event the Government Entity is unable to perform its obligations under Sections 2 and 3 below to PSE's reasonable satisfaction, and absent written waiver by PSE of such obligations, the Parties shall use reasonable efforts to adjust the Relocation Schedule to allow additional time for the Government Entity to perform such obligations; provided, that if the Parties cannot reasonably agree upon such schedule adjustment, PSE may, at its option, thereafter terminate this Agreement by giving written notice to the Government Entity, and the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 5.5. PSE's determination as to the satisfaction or waiver of any such condition under this Agreement shall not be deemed to be a determination of satisfaction or waiver of any other condition arising under this Agreement.

1.5 Notice to Proceed with Construction Work. At least 30 days prior to the date specified in the Relocation Schedule for commencement of construction for the

Relocation Work, the Government Entity shall either (a) provide to PSE a written notice to proceed with such construction work, or (b) terminate this Agreement by written notice to PSE. In the event of such termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

Section 2. Operating Rights.

Unless otherwise provided for in Exhibit B, the Government Entity shall be solely responsible for the acquisition of, and any costs related to acquisition of any and all operating rights for the Facilities that are necessary or appropriate, in addition to or as replacement for the Existing Operating Rights, for completion of the Relocation Work ("New Operating Rights"). Such New Operating Rights shall be in PSE's name, shall be of equivalent quality and kind as the Existing Operating Rights and shall be provided in a form acceptable to PSE, all as determined by PSE in its sole discretion. The New Operating Rights shall be provided with sufficient title information demonstrating to PSE's satisfaction that PSE shall obtain clear, good and sufficient title to such rights, if applicable. PSE shall not be obligated to commence the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities as located upon or relative to the Existing Operating Rights, unless and until PSE is in possession of the New Operating Rights.

Section 3. Permits.

The Government Entity shall be solely responsible for the acquisition of, and any costs related to acquisition of any and all permits, licenses, certificates, inspections, reviews, impact statements, determinations, authorizations, exemptions or any other form of review or approval given, made, done, issued or provided by any one or more governmental authorities with jurisdiction necessary or convenient for the Relocation Work (collectively, "Permits"). The Permits shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence construction for the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Permits necessary for the Relocation Work. The Government Entity shall be responsible for performance of and any costs associated with any mitigation required by the Permits.

Section 4. Materials and Ownership

Unless specifically agreed otherwise in writing by the Parties, PSE shall provide all necessary materials, equipment and labor required to perform the Relocation Work. All materials, information, property and other items provided for, used or incorporated into the Relocation Work (including but not limited to the Facilities) shall be and remain the property of PSE.

Section 5. Relocation Costs

5.1 Estimate. PSE's good faith estimate of the costs to perform the Relocation Work (the "Relocation Cost Estimate") is \$1,644,082.34. The Parties agree that the Relocation Cost Estimate is an estimate only and PSE shall be entitled to reimbursement of all actual costs incurred in or allocable to the performance of the Relocation Work.

5.2 Costs in Excess of Estimate. PSE shall use its best efforts to monitor its actual costs incurred during the performance of the Relocation Work and meet its good faith estimate. In the event PSE determines that any costs are likely to exceed the Relocation Cost Estimate, PSE shall so notify the Government Entity in writing within 2 working days of receiving reasonable notice regarding any such costs and include the reasons for the excess costs along with a preliminary cost estimate. The Government Entity shall be afforded the right to work with PSE on any proposed cost saving measures associated with the additional work. PSE shall not unreasonably deny cost saving measures proposed by the Government Entity. If a solution is not presented or agreed upon, PSE may, at its discretion, suspend performance of the Relocation Work and PSE shall not be obligated to continue with performance of any Relocation Work unless and until PSE receives the Government Entity's written acceptance of PSE's Preliminary Cost Estimate and written notice to proceed with the Relocation Work. In the event PSE does not receive such acceptance and notice from the Government Entity within ten (10) working days from the date of PSE's notice, then PSE may, at its discretion, terminate this Agreement. In the event of such termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

5.3 Relocation Costs. The Government Entity shall be responsible for, and shall reimburse PSE for, all costs and expenses incurred by PSE in connection with the performance of the Relocation Work (the "Relocation Costs"). For purposes of this Agreement, the Relocation Costs shall include, without limitation, any and all direct and indirect costs incurred by PSE in connection with the performance of the Relocation Work, including, but not limited to, labor, personnel, supplies, materials, overheads, contractors, consultants, attorneys and other professionals, administration and general expenses and taxes.

5.4 Statement of Costs - Invoice. Within sixty (60) days of the completion of the Relocation Work, PSE shall provide the Government Entity with a statement and invoice of the actual Relocation Costs incurred by PSE. PSE shall provide, within a reasonable period after receipt of any written request from the Government Entity, such documentation and information as the Government Entity may reasonably request to verify any such invoice.

5.5 Costs Upon Termination of Agreement. In the event either Party terminates this Agreement, the Government Entity shall promptly pay PSE, the following:

- (a) all costs and expenses incurred by PSE in connection with the Relocation Work (including, without limitation, all Relocation Costs incurred through

the date of termination and such additional costs as PSE may incur in connection with its suspension or curtailment of the Relocation Work and the orderly termination of the Relocation Work); and

(b) all costs and expenses incurred by PSE in returning and restoring the Facilities to normal and reliable commercial operations.

5.6 Payment. The Government Entity shall, within thirty (30) days after the receipt of an invoice for costs payable under this Agreement, remit to PSE payment for the full amount of the invoice.

Section 6. Indemnification

6.1 Indemnification. The Government Entity releases and shall defend, indemnify and hold harmless PSE from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. PSE releases and shall defend, indemnify and hold harmless the Government Entity from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of PSE in its performance under this Agreement. During the performance of such activities employees or contractors of each Party shall at all times remain employees or contractors, respectively, that Party and shall not be, or be construed to be, employees or contractors, respectively, of the other Party.

6.2 Title 51 Waiver. Solely for purposes of enforcing the indemnification obligations of a Party under this Section 6, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 6 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

Section 7. Disclaimers and Limitation of Liability

7.1 Disclaimer. PSE makes no representations or warranties of any kind, express or implied, with respect to the Relocation Work or other items or services provided under this Agreement including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing or usage of trade.

7.2 Limitation of Liability. In no event shall PSE or the Government Entity be liable, whether in contract, warranty, tort or otherwise, to any other party or to any other

person for any indirect, incidental, special or consequential damages arising out of the performance or nonperformance of the Relocation Work or this Agreement.

Section 8. Miscellaneous

8.1 Tariffs Control. This Agreement is in all respects subject to all applicable tariffs of PSE now or hereafter in effect and on file with the WUTC. In the event of any conflict or inconsistency between any provision of this Agreement and any such tariff, the terms of the tariff shall govern and control.

8.2 Survival. Sections 2, and 4 through 8 shall survive any termination of this Agreement. Subject to the foregoing, and except as otherwise provided herein, upon and following termination of this Agreement neither Party shall have any further obligations arising under this Agreement and this Agreement shall be of no further force or effect.

8.3 Waiver. The failure of any Party to enforce or insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or relinquishment of any such provision or any other provision in that or any other instance; rather, the same shall be and remain in full force and effect.

8.4 Entire Agreement. This Agreement, including any exhibits hereto, sets forth the complete and integrated agreement of the Parties. This Agreement cannot be amended or changed except by written instrument signed by the Party to be bound thereby.

8.5 Force Majeure. In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; storm, flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a force Majeure Event, in connection with the Relocation Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligation in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay cause by a Force Majeure Event.

8.6 Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.7 Notice. Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below the Parties' respective signatures on this Agreement. Either Party may from time to time change such address by giving the other Party notice of such change in accordance with this section.

8.8 Governing Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. This Agreement shall be fully binding upon the Parties and their respective successors, assigns and legal representatives.

In witness whereof, the Parties have executed this Agreement as of the date set forth above.

PSE:

Puget Sound Energy, Inc.

By _____

Its _____

Address: _____

Attn: _____

Government Entity:

City of Sumner

By _____

Its _____

Address: _____

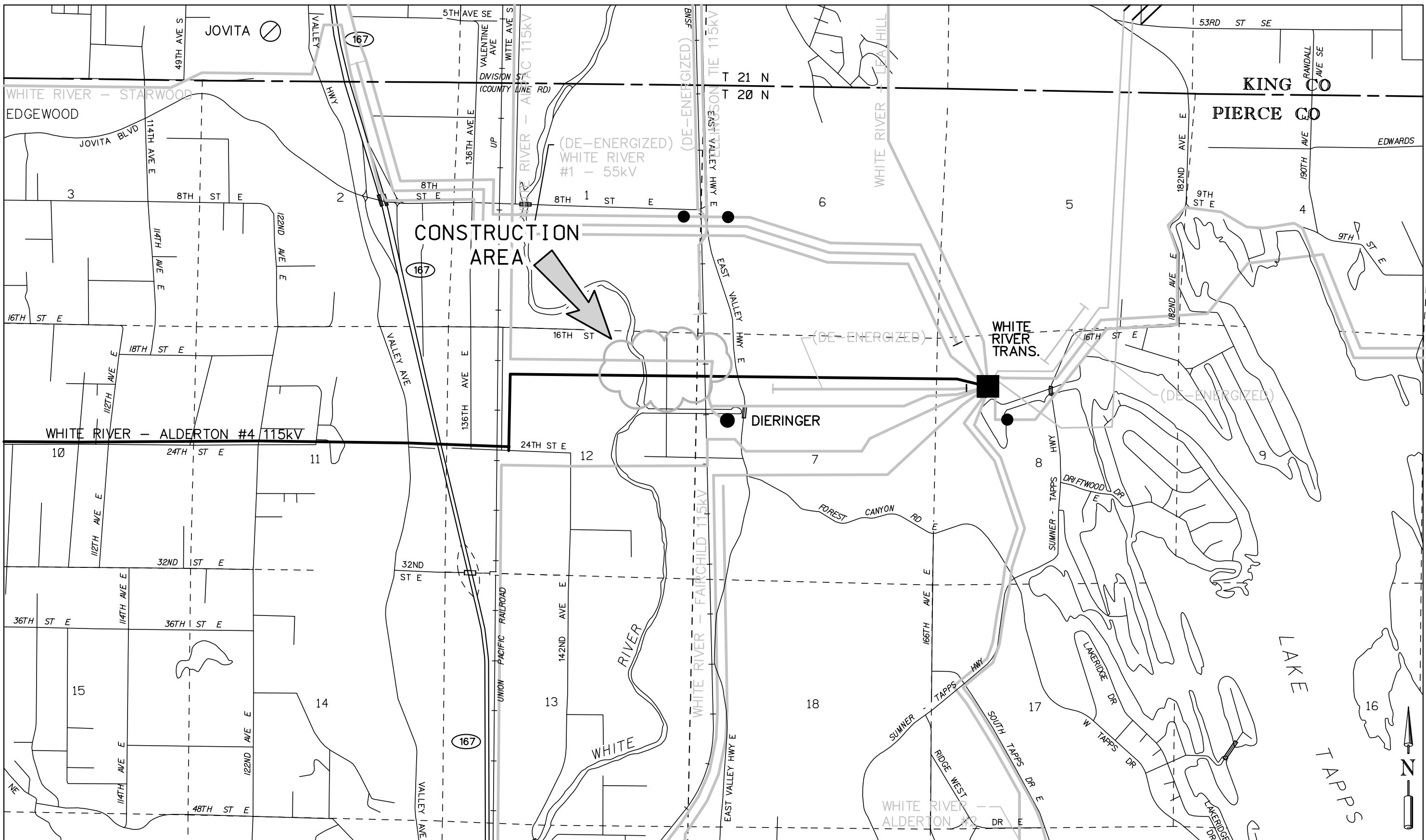
Attn: _____

EXHIBIT A

FACILITIES AND EXISTING OPERATING RIGHTS

GENERAL NOTES

- ALL WORK IS TO BE COMPLETED PER PSE STANDARDS & PRACTICES. COPIES OF ALL PSE STANDARDS ARE AVAILABLE UPON REQUEST.
- WORK SITES SHALL BE KEPT CLEAR OF DEBRIS AND ALL CONSTRUCTION MATERIALS, EQUIPMENT AND PACKING SHALL BE REMOVED DAILY.
- RETURN ALL UNUSED AND REMOVED POLES, TRANSFORMERS AND HARDWARE TO PSE STOREROOM. ALL COPPER SHALL BE COILED AND RETURNED THE DAY IT IS REMOVED FROM THE POLES. REMOVE ALL UNUSED PINS AND INSULATORS.
- RETURN ALL STREET LIGHTS, AREA LIGHTS AND FLOODLIGHTS TO PSE.
- PRECONSTRUCTION**
 - NOTIFY APPROPRIATE CITY, COUNTY OR DOT AUTHORITIES 48 TO 72 HOURS, OR AS REQUIRED BY PERMITTING AGENCY, IN ADVANCE OF STARTING WORK IN RIGHT-OF-WAY INVOLVING A PERMIT.
 - ALL DISTRIBUTION SYSTEM SWITCHING SHALL BE APPROVED BY SYSTEM OPERATIONS A MINIMUM OF 48 HOURS IN ADVANCE. ALL TRANSMISSION SYSTEM SWITCHING SHALL BE SCHEDULED WITH THE LOAD OFFICE A MINIMUM OF 3 WEEKS IN ADVANCE.
 - NOTIFY CUSTOMERS OF ALL OUTAGES 48 HOURS IN ADVANCE.
 - EROSION CONTROL PROCEDURES SHALL BE USED IN ACCORDANCE WITH THE MINIMAL REQUIREMENTS SPECIFIED IN PSE STD 0150.3200 "TECHNIQUES FOR TEMPORARY EROSION AND SEDIMENT CONTROL".
 - WORK SHALL NOT BEGIN UNTIL ALL EASEMENTS AND STREET USE PERMITS HAVE BEEN SECURED. FINAL NOTIFICATION TO PROCEED SHALL BE GIVEN BY THE PROJECT MANAGER.
- WORK DRAWINGS AND DOCUMENTS**
 - MARK ALL FIELD CHANGES, EQUIPMENT ID NUMBERS AND UNDERGROUND CABLE INFORMATION IN RED ON FOREMAN'S COPY OF WORKSKETCH.
 - RETURN ONE FOREMAN'S COPY OF WORKSKETCH TO PROJECT MANAGER AT COMPLETION OF JOB.
 - WHEN PERMITS ARE REQUIRED, A COPY SHALL BE AVAILABLE ON WORK SITE AT ALL TIMES.
- SAFETY**
 - REFER TO PSE STANDARDS 6275.xxxx FOR SYSTEM GROUND REQUIREMENTS.
 - PROPER LINE CLEARANCES SHALL BE TAKEN AT THE BEGINNING, AND RELEASED AT THE END, OF EACH WORK DAY, OR AS OTHERWISE INSTRUCTED BY THE SYSTEM OPERATOR.
 - PROVIDE SIGNS, BARRICADES, AND TRAFFIC CONTROL IN CONFORMANCE WITH PERMIT REGULATIONS AND LOCAL TRAFFIC REGULATIONS.



VICINITY MAP

PROJECT NOTES

- ENGINEER: DAN SEYMOUR PHONE: 206-418-9269
- PROJECT SCOPE**
- MOVE AND REPLACE STRUCTURES 0/9 TO 1/3 TO ACCOMMODATE BNSF STAGING YARD AND CITY OF SUMNER RIVER RESTORATION PROJECT
- CONSTRUCTION NOTES**
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD NOTES FOR WOOD POLES CONSTRUCTION, DWG D-12842 SH 1 OF 1.
 - THE ENGINEER SHALL BE CONTACTED WITH REGARDS TO ALL TECHNICAL INFORMATION. THE ENGINEER SHALL HAVE SOLE AUTHORITY TO APPROVE ANY AND ALL CONSTRUCTION CHANGES.
 - DESIGN DETAILS AND NOTES SHALL SUPPLEMENT THE STANDARDS REFERENCED IN THIS DRAWING.

TRANSMISSION SYMBOL LEGEND

- EXISTING POLE
- NEW POLE
- ✕ REMOVED POLE
- EXISTING LAMINATE POLE
- NEW LAMINATE POLE
- EXISTING STEEL POLE
- NEW STEEL POLE
- ✕ EXISTING LATTICE TOWER
- NEW LATTICE TOWER
- EXISTING 55KV CONDUCTOR
- EXISTING 115KV CONDUCTOR
- EXISTING 230KV CONDUCTOR
- NEW CONDUCTOR
- REMOVED CONDUCTOR
- DOWN GUY
- MULTIPLE DOWN GUYS
- SPAN GUY
- PUSH BRACE
- STREET LIGHT
- STREET LIGHT WITH POLE
- LINE CROSSING (PROFILE)

- SEE 0300.1000 FIGURE 5 FOR DISTRIBUTION SYMBOL LEGEND

ABBREVIATION KEY

- ANCH ANCHOR
- BRKT BRACKET
- CHG CHANGE
- CL CLASS
- C/N COMMON NEUTRAL
- CU COPPER
- C/O CUTOFF
- DE DEADEND
- DISC DISCONNECT
- DBL DOUBLE
- DA DOUBLE ARM
- DDE DOUBLE DEADEND
- DWN GUY DOWN GUY
- E EAST
- INST INSTALL
- LATL LATERAL
- LB LOADBREAK
- MT MOUNT
- NEUT NEUTRAL
- N NORTH
- OH OVERHEAD
- PH PHASE
- PTP POLE TOP PIN
- PRI PRIMARY
- RELOC RELOCATE
- REPL REPLACE
- REMV REMOVE
- R/C RIGID CLEVIS
- SVC SERVICE
- SGL SINGLE
- SA SINGLE ARM
- S SOUTH
- SWBD SWITCH BOARDS
- SW GRDS SWITCH GROUNDS
- SW# SWITCH NUMBER
- TAN TANGENT
- TEL/TV TELEPHONE/TELEVISION
- TERM TERMINATION
- X-FER TRANSFER
- XFMR TRANSFORMER
- XMSN TRANSMISSION
- TPLX TRIPLEX
- UG UNDERGROUND
- W WEST
- W/ WITH
- VERT VERTICAL

CALL (800)424-5555 2 BUSINESS DAYS BEFORE YOU DIG
THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF FACILITIES

PROJECT PHASE		ORDER#	FOREMAN (Check Box if Complete)		
POWER	NOTIFICATION	11484524	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION.		
	SUPERIOR		☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED.		
	CAPITAL	111025246	☐ FIELD CHANGES RED-LINED ON AS-BUILTS.		
	REMOVAL	108114324	☐ MATERIAL VERIFIED AND CHANGES NOTED ON PAPERWORK.		
	EXPENSE	571016547	☐ TOTAL PRIMARY CABLE NOTED ON AS-BUILT.		
ST LIGHT			☐ COMPANY ID #'s RECORDED IN CORRECT LOCATION ON AS-BUILT.		
			☐ INDICATE CORRECT FUSE SIZE ON AS-BUILT & VERIFY PROPER PHASE.		
			☐ DEVIATIONS NOTED ON THE AS-BUILT AND THEIR REASON		
"Locates Required"		Yes ☐ No ☐	Foreman's Signature _____		
"Outages Required"		Yes ☐ No ☐	Company _____ Employee ID# _____		
"Flagging Required"		Yes ☐ No ☐			
REV#	DATE	BY	DESCRIPTION	REAL ESTATE/EASEMENT	PERMIT
3					
2					
1					
COUNTY		TSG MAP	TLN #	POWER WK CTR	
PIERCE		08C	37		
1/4 SEC		OH CIRC MAP	UG CIRC MAP		
Sec2		T20 R05E			
U-MAP		CIRCUIT NO.			
2005E07					
JOINT FACILITIES ARRANGEMENTS					
UTILITIES					
CONTACT					
PHONE#					
PSE PUGET SOUND ENERGY					
ELECTRIC SYSTEM ENGINEERING					
WHITE RIVER - ALDERTON #4 (115 KV) SUMNER RIVER RESTORATION PROJECT SUMNER WA 98390					
INCIDENT # REV #					
SAP ORDER NUMBER					
111025246					
SCALE PAGE					
1"=100' 1/3					

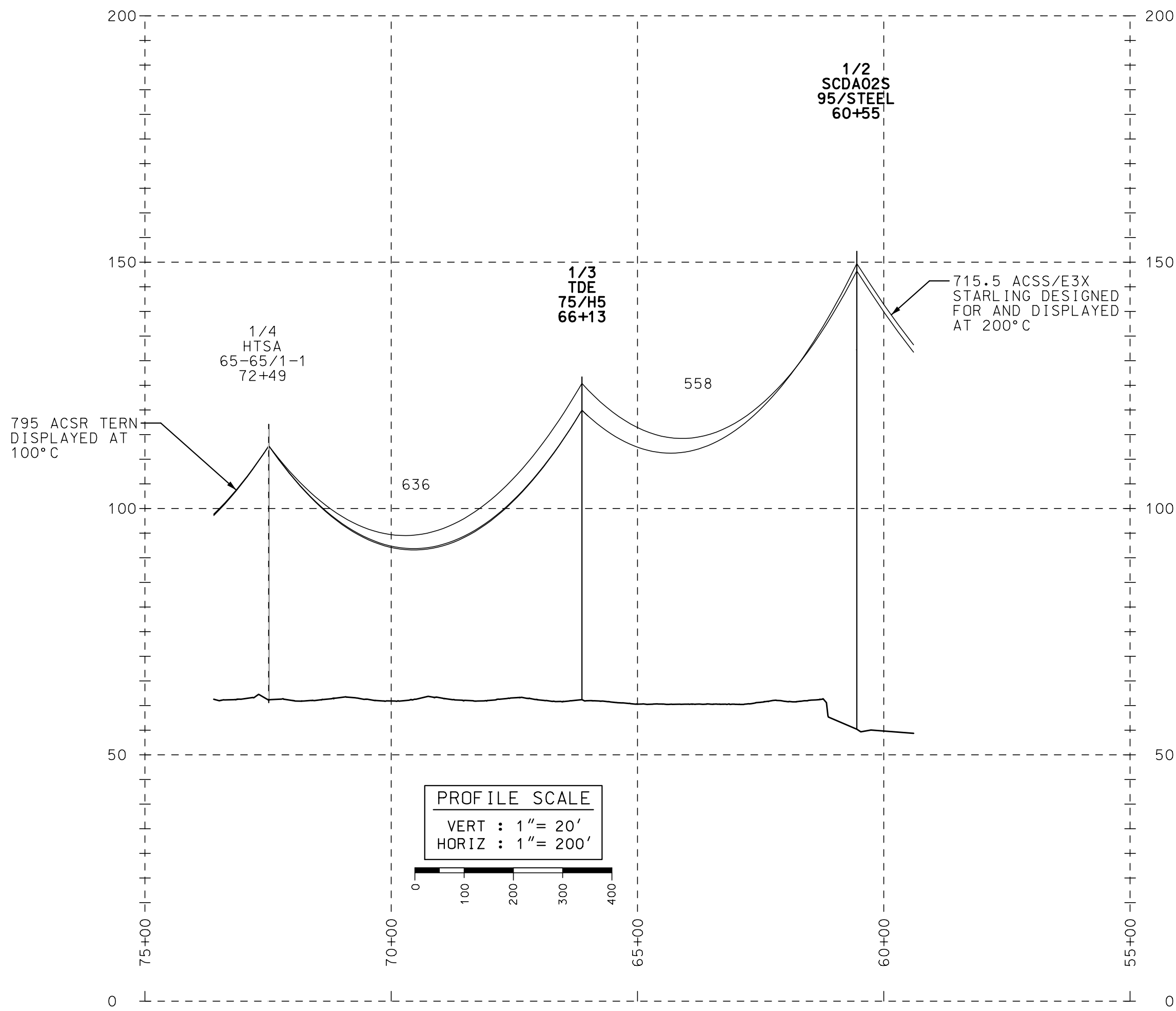
TRANSMISSION DRAWING SOURCE:
T-01340 sh 02

ASBUILT TO:
T-01340 sh 02

111025246

795 ACSR TERN
5000# NESC MEDIUM RS=606'
SEE SAG TABLE 4 SHEET 2

715.5 ACSS/E3X STARLING
4500# NESC MEDIUM RS=558'
SEE SAG TABLE 3 SHEET 2



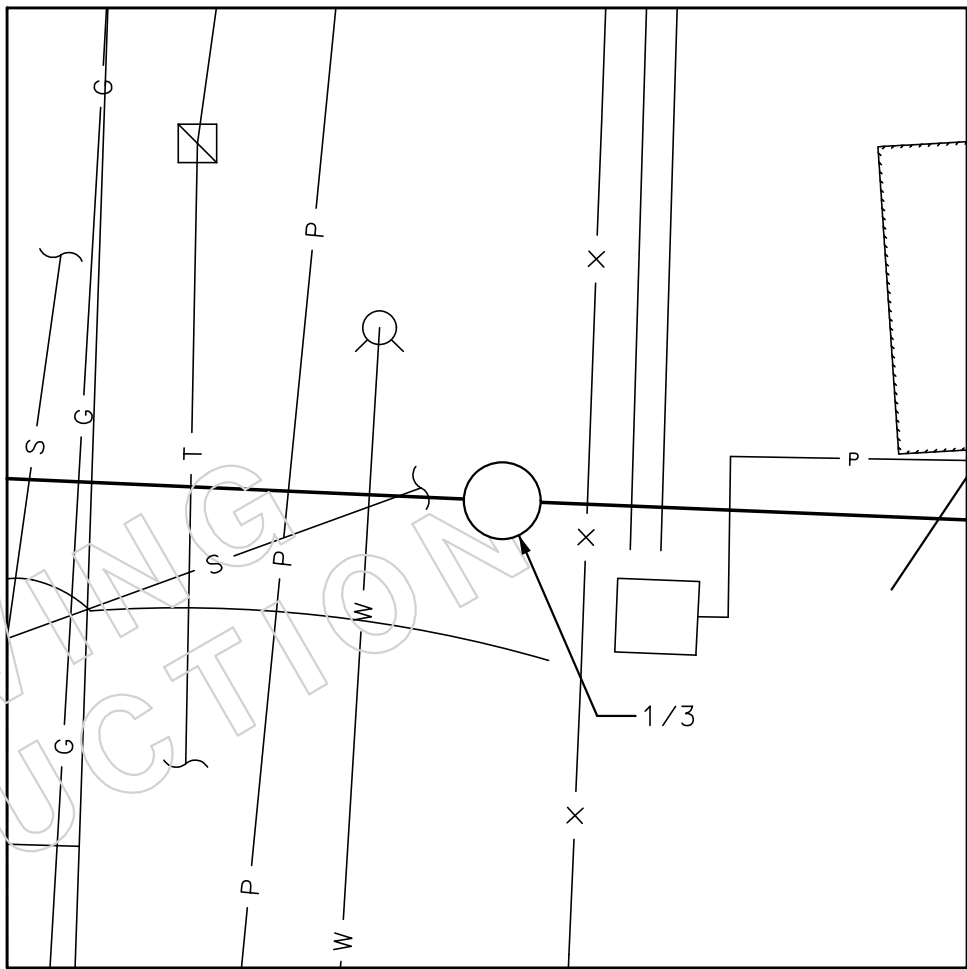
POLE OR STAKE NO	STATION	ACTION	TRANS DESIGN TEMP	POLE LENGTH	POLE CLASS	DRILLING SPECIFICATIONS 1025-1400	TYPE	STANDARD PRACTICE	DIST. FRAMING FROM POLE TOP	GRID NUMBER	REMARKS	GPS	
												LAT	LONG
1/3	66+13	REPLACE	100°C	75	H5	FIG 17A	TDE	6085.1060		569948-156833	SEE NOTE 1 & DETAIL 1	47.23868281	-122.2373091
1/4	72+49	EXIST	100°C	65	1	FIG 5	HTSA	6086.1010		569961-156814	X-BRACE: NORTH POLE		
1/4	72+49	EXIST	100°C	65	1	FIG 5	HTSA	6086.1010		569961-156813	X-BRACE: SOUTH POLE		

POLE RETIREMENT TABLE													
POLE DATA							TEMP TRANSFERS			ST. LIGHT TRANSFERS			REMARKS
POLE OR STAKE NO	GRID NUMBER	POLE LENGTH	POLE CLASS	YEAR INSTALLED	TOPPED	RMVD	TEL	TV	FIBER	TRAN	RMVD	ID NUMBER	
1/3	569958-156878	70	H1	2005	☐	☐	☐	☐	☐	☐	☐		

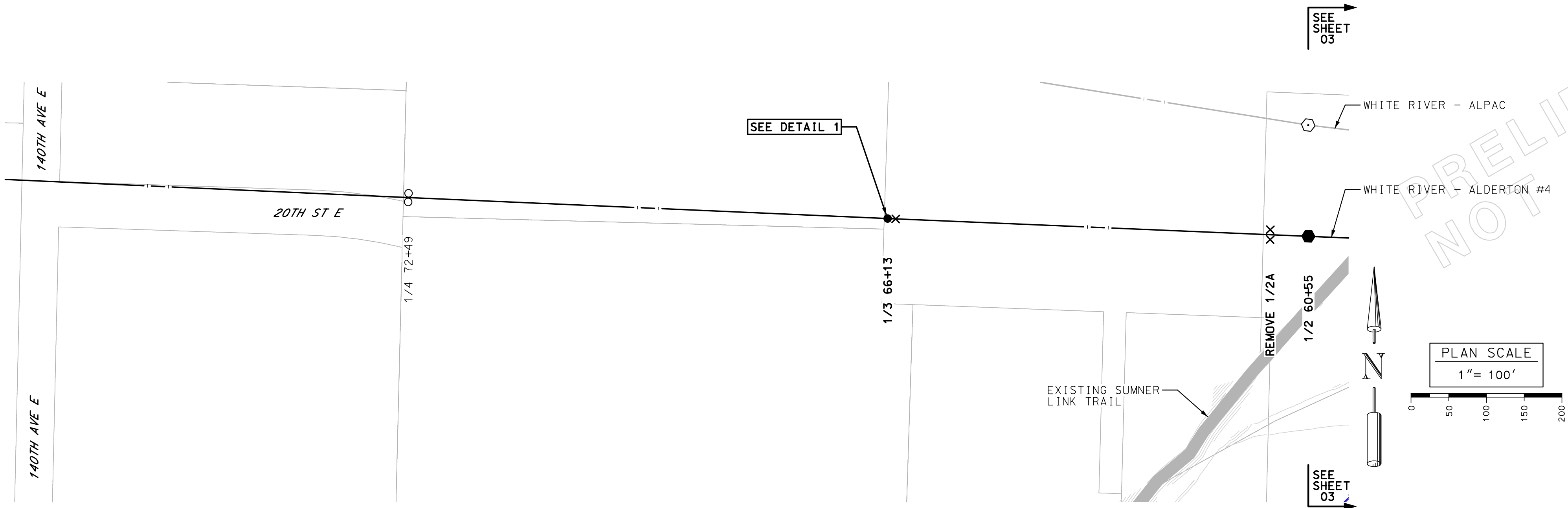
STRINGING SAG TABLE 4 STRUCTURE 1/3 TO STRUCTURE 1/7									
TEMP DEG FAHR	TENSION LBS MAX # 5000	795 ACSR TERN NESC MED LOAD, CREEP, R/S=606 FT SPAN LENGTH IN FEET - SAG IN FEET							
		635	665	620	372				
0	3365	13.4	14.7	12.8	4.6				
10	3231	14.0	15.3	13.3	4.8				
20	3109	14.6	15.9	13.9	5.0				
30	2998	15.1	16.5	14.4	5.2				
40	2896	15.6	17.1	14.9	5.4				
50	2802	16.2	17.7	15.4	5.5				
60	2715	16.7	18.2	15.9	5.7				
70	2636	17.2	18.8	16.4	5.9				
80	2562	17.7	19.3	16.8	6.1				
90	2493	18.2	19.9	17.3	6.2				
100	2429	18.6	20.4	17.8	6.4				

STRINGING SAG TABLE 3 STRUCTURE 1/2 TO STRUCTURE 1/3									
TEMP DEG FAHR	TENSION LBS MAX # 4500	715.5 ACSS/E3X STARLING NESC MED LOAD, INITIAL, R/S=558 FT SPAN LENGTH IN FEET - SAG IN FEET							
		558							
0	3074	12.5							
10	3006	12.7							
20	2941	13.0							
30	2881	13.3							
40	2823	13.6							
50	2768	13.8							
60	2716	14.1							
70	2665	14.4							
80	2618	14.6							
90	2572	14.9							
100	2529	15.2							

- CONSTRUCTION NOTES:**
- SET NEW 1/3 IN EXISTING LOCATION AND BE CAUTIOUS OF UNDERGROUND UTILITIES. SEE DETAIL 1. BACK SPAN DEADEND ASSEMBLIES PER DETAIL 5 IN D-20530.
 - LIDAR ESTIMATED NESC 250B MWT FOR EXISTING SECTION FROM 1/3 WEST TO NEXT DEADEND AT 1/7 IS APPROXIMATELY 5,000 LBS.
 - STRING NEW 715.5 ACSS/E3X STARLING (MID 9999865) CONDUCTOR FROM 1/2 TO 1/3 PER SAG TABLE 3.
 - DEADEND EXISTING TERN CONDUCTOR FROM WEST AT 1/3. TENSION PER SAG TABLE 4. IF NECESSARY, PUT ADJACENT STRUCTURE IN TRAVELERS TO PLUMB INSULATOR.



DETAIL 1
STRUCTURE 1/3 LOCATION
SCALE: 1"=50'



CALL (800)424-5555 2 BUSINESS DAYS BEFORE YOU DIG
THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF FACILITIES

PROJECT PHASE	ORDER#	FOREMAN (Check Box if Complete)
NOTIFICATION	11484524	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION.
SUPERIOR		☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED.
CAPITAL	111025246	☐ FIELD CHANGES RED-LINED ON AS-BUILTS.
REMOVAL	108114324	☐ MATERIAL VERIFIED AND CHANGES NOTED ON PAPERWORK.
EXPENSE	571016547	☐ TOTAL PRIMARY CABLE NOTED ON AS-BUILT.
ST. LIGHT		☐ COMPANY ID #'s RECORDED IN CORRECT LOCATION ON AS-BUILT.
		☐ INDICATE CORRECT FUSE SIZE ON AS-BUILT & VERIFY PROPER PHASE.
		☐ DEVIATIONS NOTED ON THE AS-BUILT AND THEIR REASON

"Locates Required" Yes ☐ No ☐
"Outages Required" Yes ☐ No ☐
"Flagging Required" Yes ☐ No ☐

Foreman's Signature _____ Employee ID# _____
Company _____

REV#	DATE	BY	DESCRIPTION	REAL ESTATE/EASEMENT	PERMIT
3					
2					
1					

FUNCTION	CONTACT	PHONE NO	DATE
PROJECT MGR	D. AGUIRRE	757-535-1716	
ENGR-POWER	D. SEYMOUR	206-418-9269	
DRAWN BY	V. SCHAEFER	425-424-7984	03/23/22

COUNTY	TSG MAP	TLN #	POWER WK CTR
PIERCE	08C	37	
1/4 SEC	OH CIRC MAP	UG CIRC MAP	
Sec2	T20 R05E		
U-MAP	CIRCUIT NO.		
2005E07			

APPROVED BY	FOREMAN #1	FOREMAN #2	MAPPING

UTILITIES	CONTACT	PHONE#

JOINT FACILITIES ARRANGEMENTS

INCIDENT #	REV #
	0

SAP ORDER NUMBER
111025246

SCALE	PAGE
1"=100'	2/3

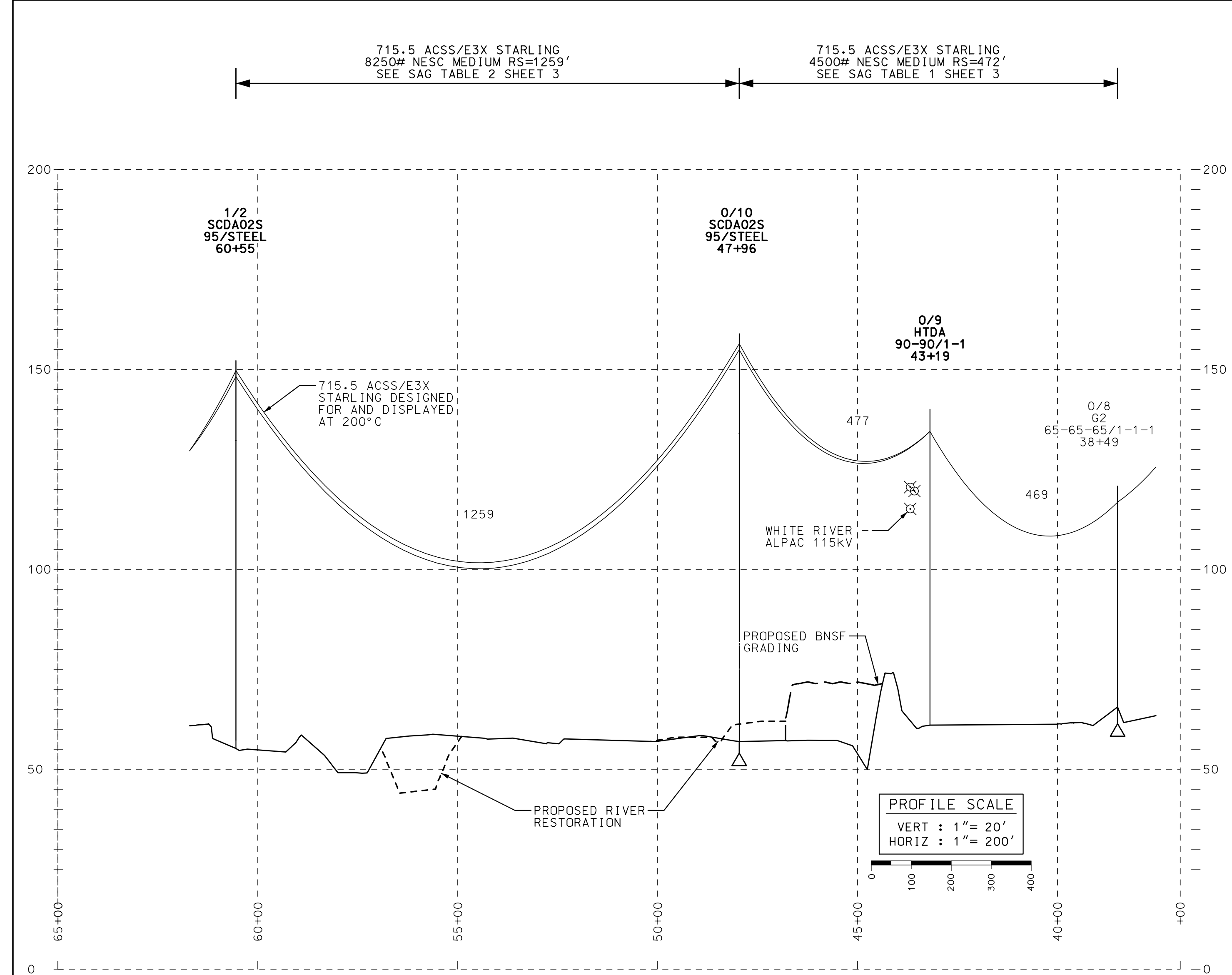
WHITE RIVER - ALDERTON #4 (115 KV)
14300 20TH ST E
SUMNER, WA 98390

TRANSMISSION DRAWING SOURCE:
T-01340 sh 02

ASBUILT TO:
T-01340 sh 02

111025246

Plotfiled: 3/23/2022 @ 3:51:04 PM 111025246.dgn



POLE OR STAKE NO	STATION	ACTION	TRANS DESIGN TEMP	POLE LENGTH	POLE CLASS	DRILLING SPECIFICATIONS 1025.1400	TYPE	STANDARD PRACTICE	GRID NUMBER	CAISON AND FOUNDATION DETAILS	STEEL STRUCTURE DETAILS	REMARKS	GPS	
													LAT	LONG
0/8	38+49	EXIST	200°C	65	1		G2	2152.9239				AHEAD SPAN DE INSULATORS PER DETAIL 5 IN D-20530; NORTH POLE		
0/8	38+49	EXIST	200°C	65	1		G2	2152.9239	569948-157152			AHEAD SPAN DE INSULATORS PER DETAIL 5 IN D-20530; CENTER POLE		
0/8	38+49	EXIST	200°C	65	1		G2	2152.9239				AHEAD SPAN DE INSULATORS PER DETAIL 5 IN D-20530; SOUTH POLE		
0/9	43+19	REPLACE	200°C	90	1	FIG 5A	HTDA	6086.1020	569948-157105			INSTALL TWO SETS OF X-BRACES (MID 8764200), USE SUSPENSION CLAMP MID XXXXXX; NORTH POLE	47.23858555	-122.2280760
0/9	43+19	REPLACE	200°C	90	1	FIG 5A	HTDA	6086.1020	569947-157105			INSTALL TWO SETS OF X-BRACES (MID 8764200), USE SUSPENSION CLAMP MID XXXXXX; SOUTH POLE	47.23858555	-122.2280760
0/10	47+96	SET NEW	200°C	95	STEEL		SCDA02S		569951-121070	D-20531	D-20530	DOUBLE INSULATOR ASSEMBLY ON AHEAD SPAN. SEE ASSEMBLY DETAILS 1-5 IN D-20530	47.23858200	-122.2299965
1/2	60+55	SET NEW	200°C	95	STEEL		SCDA02S		569957-120945	D-20531	D-20530	DOUBLE INSULATOR ASSEMBLY ON BACK SPAN. SEE ASSEMBLY DETAILS 1-5 IN D-20530	47.23865192	-122.2350629

Steel pole foundation design is still in early stages. Foundations are anticipated to be reinforced concrete pier with the following preliminary dimensions:

Structure 0/10: 10' diameter, 31' depth
Structure 1/2: 10' diameter, 40' depth

POLE RETIREMENT TABLE															
POLE DATA								TEMP TRANSFERS			ST. LIGHT TRANSFERS			REMARKS	
POLE OR STAKE NO	GRID NUMBER	POLE LENGTH	POLE CLASS	YEAR INSTALLED	TOPPED	RMVD	TEL	TV	FIBER	TRAN	RMVD	ID NUMBER			
0/9	569947-157105	90	1		☐	☐	☐	☐	☐	☐	☐			NORTH POLE	
0/9		90	1		☐	☐	☐	☐	☐	☐	☐			SOUTH POLE	
0/10	569949-157044	70	1		☐	☐	☐	☐	☐	☐	☐			NORTH POLE	
0/10		70	1		☐	☐	☐	☐	☐	☐	☐			SOUTH POLE	
1/1		55	1		☐	☐	☐	☐	☐	☐	☐			NORTH POLE	
1/1	569950-156990	55	1		☐	☐	☐	☐	☐	☐	☐			CENTER POLE	
1/1		55	1		☐	☐	☐	☐	☐	☐	☐			SOUTH POLE	
1/2	569955-156972	65	1		☐	☐	☐	☐	☐	☐	☐			NORTH POLE	
1/2		65	1		☐	☐	☐	☐	☐	☐	☐			SOUTH POLE	
1/2A	569958-156929	75	1		☐	☐	☐	☐	☐	☐	☐			NORTH POLE	
1/2A		75	1		☐	☐	☐	☐	☐	☐	☐			SOUTH POLE	

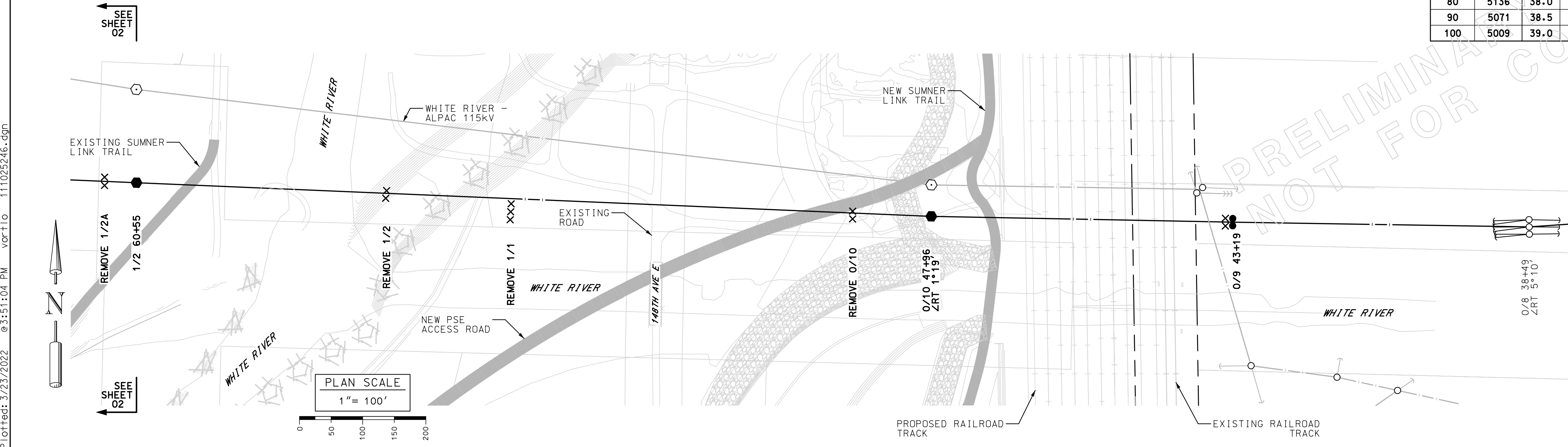
GUYING TABLE													
POLE OR STAKE NO	GUYS						ANCHORS						REMARKS
	ACTION	LEAD OR SPAN	QTY	CONSTRUCTION UNIT DESCRIPTION	STD.PRAC. 6073.xxxxx	FIG	ACTION	QTY	CONSTRUCTION UNIT DESCRIPTION	STD.PRAC. 6072.1000			
										FIG	DET		
0/8	EXIST	55' W	6	3/8 DE DOWN 8' - GYT3D8	0100	4	EXIST	6	SINGLE HELIX 10 - ANTH1	1	A	ANCHOR SIZE ESTIMATED	
0/8	EXIST	50' E	3	3/8 DE DOWN 8' - GYT3D8	0100	1	EXIST	3	SINGLE HELIX 10 - ANTH1	1	A	ANCHOR SIZE ESTIMATED	
1/1	REMOVE	50' S	6	3/8 SIDE DOWN 8' - GYT3S1	0100	1	REMOVE	6	SINGLE HELIX 10 - ANTH1	1	A	EXISTING POLE 1/1. ANCHOR SIZE ESTIMATED	
1/2	REMOVE	40' N	4	3/8 SIDE DOWN 8' - GYT3S1	0100	1	REMOVE	4	SINGLE HELIX 10 - ANTH1	1	A	EXISTING POLE 1/1. ANCHOR SIZE ESTIMATED	

CONSTRUCTION NOTES:

- INSTALL NEW POLE 0/10 PER FOUNDATION DRAWING D-20531 AND STRUCTURE DRAWING D-20530. INITIAL FOUNDATION REVEAL IS 7' AND FINAL REVEAL AFTER RIVER PROJECT IS 2'.
- INSTALL NEW POLE 1/2 PER FOUNDATION DRAWING D-20531 AND STRUCTURE DRAWING D-20530. FOUNDATION REVEAL IS 2'.
- INSTALL NEW 715.5 ACSS/E3X STARLING (MID 9999865) CONDUCTOR FROM 0/8 TO 1/2. USE DOUBLE INSULATOR DEADEND ASSEMBLIES ON AHEAD SPAN OF 0/10 AND BACKSPAN OF 1/2, SEE DETAILS 1-5 IN D-20530. SAG PER SAG TABLES 1 & 2 AS NOTED IN PROFILE.
- INSTALL VIBRATION DAMPENERS PER DETAIL 7 AND DAMPER SPACING TABLE ON D-20530 SHEET 3.

STRINGING SAG TABLE 2 STRUCTURE 0/10 TO STRUCTURE 1/2									
TEMP DEG FAHR	TENSION LBS	715.5 ACSS/E3X STARLING NESC MED LOAD, INITIAL, R/S=1259 FT SPAN LENGTH IN FEET - SAG IN FEET							
	MAX	# 8250	1259						
0	5725		34.1						
10	5643		34.6						
20	5564		35.1						
30	5486		35.6						
40	5413		36.0						
50	5339		36.5						
60	5270		37.0						
70	5201		37.5						
80	5136		38.0						
90	5071		38.5						
100	5009		39.0						

STRINGING SAG TABLE 1 STRUCTURE 0/8 TO STRUCTURE 0/10									
TEMP DEG FAHR	TENSION LBS	715.5 ACSS/E3X STARLING NESC MED LOAD, INITIAL, R/S=472 FT SPAN LENGTH IN FEET - SAG IN FEET							
	MAX	# 4500	469	477					
0	3250		8.3	8.6					
10	3154		8.6	8.9					
20	3065		8.8	9.1					
30	2980		9.1	9.4					
40	2901		9.3	9.7					
50	2826		9.6	9.9					
60	2754		9.8	10.2					
70	2689		10.1	10.4					
80	2626		10.3	10.7					
90	2566		10.5	10.9					
100	2510		10.8	11.2					



CALL (800)424-5555 2 BUSINESS DAYS BEFORE YOU DIG
THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF FACILITIES

PROJECT PHASE	ORDER#	FOREMAN (Check Box if Complete)
NOTIFICATION SUPERIOR	11484524	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION.
CAPITAL REMOVAL	111025246	☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED.
EXPENSE	108114324	☐ FIELD CHANGES RED-LINED ON AS-BUILTS.
ST. LIGHT	571016547	☐ MATERIAL VERIFIED AND CHANGES NOTED ON PAPERWORK.
		☐ TOTAL PRIMARY CABLE NOTED ON AS-BUILT.
		☐ COMPANY ID #'s RECORDED IN CORRECT LOCATION ON AS-BUILT.
		☐ INDICATE CORRECT FUSE SIZE ON AS-BUILT & VERIFY PROPER PHASE.
		☐ DEVIATIONS NOTED ON THE AS-BUILT AND THEIR REASON

"Locates Required" Yes ☐ No ☐
"Outages Required" Yes ☐ No ☐
"Flagging Required" Yes ☐ No ☐

Foreman's Signature _____ Employee ID# _____

REV#	DATE	BY	DESCRIPTION	REAL ESTATE/EASEMENT	PERMIT
3					
2					
1					

COUNTY	TSG MAP	TLN #	POWER WK CTR
PIERCE	08C	37	
1/4 SEC	OH CIRC MAP	UG CIRC MAP	
Sec2	T20 R05E		
U-MAP	CIRCUIT NO.		
2005E07			

CHECKED BY	DRAWN BY	APPROVED BY	FOREMAN #1	FOREMAN #2	MAPPING

JOINT FACILITIES ARRANGEMENTS

UTILITIES					
CONTACT					
PHONE#					

WHITE RIVER - ALDERTON #4 (115 KV)
2398 148TH AVE E
SUMNER, WA 98390

INCIDENT # REV #
SAP ORDER NUMBER
111025246
SCALE 1"=100' PAGE 3/3

TRANSMISSION DRAWING SOURCE:
T-01340 sh 02

ASBUILT TO:
T-01340 sh 02

111025246

SUBJECT: WRRP PSE Transmission Relocation - Alpac 115kv Construction Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$2,040,720.32

Within Budget Allocation: Yes

ATTACHMENTS:

1. Agreement

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

As part of the White River Restoration project, multiple utilities are being relocated. Many of the electrical utilities owned by Puget Sound Energy (PSE) are within a PSE easement, so costs for the relocation are placed onto the City and BNSF. This agreement is to reimburse PSE for the City's portion of construction costs (expected to be \$2,040,720.32) to relocate the 115kv transmission poles outside of the project area.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/5/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Puget Sound Energy, as part of the White River Restoration (CIP14-10), substantially in a form approved by the City Attorney.

FACILITY RELOCATION AGREEMENT

This Agreement, dated as of June 8, 2022, is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation (“PSE”), and City of Sumner, (“Government Entity”). PSE and the Government Entity are sometimes referred to herein individually as a "Party" and collectively as the “Parties.”

RECITALS

A. PSE owns and operates certain utility systems and facilities necessary and convenient to the transmission and distribution of electricity ("Facilities") that are located on or in relation to certain operating rights ("Existing Operating Rights"). The Facilities and Existing Operating Rights are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. The Government Entity plans to construct the Lower White River Restoration Project (“Improvements”).

C. In connection with the Improvements, the Government Entity has requested that PSE perform certain engineering design work and certain construction work relating to modification or relocation of its Facilities (the "Relocation Work"), all in accordance with and subject to the terms and conditions of this Agreement, and any applicable tariff on file with the Washington Utilities and Transportation Commission (the “WUTC”).

D. The Government Entity has provided to PSE a written plan for the Improvements (the “Improvement Plan”) which includes, among other things, (a) plans and specifications sufficient in detail, as reasonably determined by PSE, for PSE to design and perform the Relocation Work, including reasonably detailed drawings showing the planned Improvements, (b) a list of the key milestone dates for the Improvements, and (c) information concerning possible conflicts between PSE's Facilities and other utilities or facilities.

The Parties, therefore, agree as follows:

AGREEMENT

Section 1. Relocation Work

1.1 Relocation Work. The Relocation Work is described in Exhibit B attached to this Agreement.

1.2 Performance of Relocation Work. Subject to the terms and conditions of this Agreement and any applicable tariffs on file with the WUTC, PSE shall use reasonable efforts to perform the Relocation Work. PSE shall perform the Relocation Work in accordance with the schedule provided in Exhibit B (the “Relocation Schedule”) with

reasonable diligence in the ordinary course of its business and in light of any operational issues as to the remainder of its utility systems that may be influenced by the Relocation Work. PSE shall have no liability to the Government Entity or any third party, nor shall the Government Entity be relieved or released from its obligations hereunder, in the event of any delay in the performance of the Relocation Work due to any (a) repair, maintenance, improvement, renewal or replacement work on PSE's utility systems, which work is necessary or prudent as determined by PSE in its sole discretion; or (b) actions taken by PSE which are necessary or consistent with prudent utility practices to protect the performance, integrity, reliability or stability of PSE's utility systems or any systems to which such systems are connected.

1.3 Adjustments to the Relocation Work. PSE shall notify the Government Entity in writing of any reasonably anticipated adjustments to the Relocation Work (including the Relocation Schedule and/or Relocation Cost Estimate) that result from (a) the revision or modification of any Improvements in a manner that requires PSE to revise its plans and specifications for the Relocation Work; (b) delays in PSE's performance of the Relocation Work caused by the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives); or (c) conditions or circumstances otherwise beyond the control of PSE that reasonably and in good faith prevents PSE from complying with the Relocation Schedule. PSE's written notice shall be provided to the Government Entity within 30 days of PSE receiving written notification by the Government Entity, or any agent or representative, of any revision or modification of the Improvements, or within 30 days of discovering any delay, condition, or circumstances beyond PSE's control which reasonably and in good faith causes a delay in PSE's performance of the Relocation Work. The Parties acknowledge that additional requirements not contemplated by the Parties may arise during the performance of the Relocation Work. In the event such additional requirements arise, the Parties shall provide written notice thereof and shall use good faith reasonable efforts to appropriately respond to such requirements in a prompt and efficient manner, including appropriate adjustments to the Relocation Schedule and/or the Relocation Cost Estimate.

1.4 Performance by Government Entity. In the event the Government Entity is unable to perform its obligations under Sections 2 and 3 below to PSE's reasonable satisfaction, and absent written waiver by PSE of such obligations, the Parties shall use reasonable efforts to adjust the Relocation Schedule to allow additional time for the Government Entity to perform such obligations; provided, that if the Parties cannot reasonably agree upon such schedule adjustment, PSE may, at its option, thereafter terminate this Agreement by giving written notice to the Government Entity, and the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 5.5. PSE's determination as to the satisfaction or waiver of any such condition under this Agreement shall not be deemed to be a determination of satisfaction or waiver of any other condition arising under this Agreement.

1.5 Notice to Proceed with Construction Work. At least 30 days prior to the date specified in the Relocation Schedule for commencement of construction for the

Relocation Work, the Government Entity shall either (a) provide to PSE a written notice to proceed with such construction work, or (b) terminate this Agreement by written notice to PSE. In the event of such termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

Section 2. Operating Rights.

Unless otherwise provided for in Exhibit B, the Government Entity shall be solely responsible for the acquisition of, and any costs related to acquisition of any and all operating rights for the Facilities that are necessary or appropriate, in addition to or as replacement for the Existing Operating Rights, for completion of the Relocation Work ("New Operating Rights"). Such New Operating Rights shall be in PSE's name, shall be of equivalent quality and kind as the Existing Operating Rights and shall be provided in a form acceptable to PSE, all as determined by PSE in its sole discretion. The New Operating Rights shall be provided with sufficient title information demonstrating to PSE's satisfaction that PSE shall obtain clear, good and sufficient title to such rights, if applicable. PSE shall not be obligated to commence the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities as located upon or relative to the Existing Operating Rights, unless and until PSE is in possession of the New Operating Rights.

Section 3. Permits.

The Government Entity shall be solely responsible for the acquisition of, and any costs related to acquisition of any and all permits, licenses, certificates, inspections, reviews, impact statements, determinations, authorizations, exemptions or any other form of review or approval given, made, done, issued or provided by any one or more governmental authorities with jurisdiction necessary or convenient for the Relocation Work (collectively, "Permits"). The Permits shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence construction for the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Permits necessary for the Relocation Work. The Government Entity shall be responsible for performance of and any costs associated with any mitigation required by the Permits.

Section 4. Materials and Ownership

Unless specifically agreed otherwise in writing by the Parties, PSE shall provide all necessary materials, equipment and labor required to perform the Relocation Work. All materials, information, property and other items provided for, used or incorporated into the Relocation Work (including but not limited to the Facilities) shall be and remain the property of PSE.

Section 5. Relocation Costs

5.1 Estimate. PSE's good faith estimate of the costs to perform the Relocation Work (the "Relocation Cost Estimate") is \$2,040,720.32. The Parties agree that the Relocation Cost Estimate is an estimate only and PSE shall be entitled to reimbursement of all actual costs incurred in or allocable to the performance of the Relocation Work.

5.2 Costs in Excess of Estimate. PSE shall use its best efforts to monitor its actual costs incurred during the performance of the Relocation Work and meet its good faith estimate. In the event PSE determines that any costs are likely to exceed the Relocation Cost Estimate, PSE shall so notify the Government Entity in writing within 2 working days of receiving reasonable notice regarding any such costs and include the reasons for the excess costs along with a preliminary cost estimate. The Government Entity shall be afforded the right to work with PSE on any proposed cost saving measures associated with the additional work. PSE shall not unreasonably deny cost saving measures proposed by the Government Entity. If a solution is not presented or agreed upon, PSE may, at its discretion, suspend performance of the Relocation Work and PSE shall not be obligated to continue with performance of any Relocation Work unless and until PSE receives the Government Entity's written acceptance of PSE's Preliminary Cost Estimate and written notice to proceed with the Relocation Work. In the event PSE does not receive such acceptance and notice from the Government Entity within ten (10) working days from the date of PSE's notice, then PSE may, at its discretion, terminate this Agreement. In the event of such termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

5.3 Relocation Costs. The Government Entity shall be responsible for, and shall reimburse PSE for, all costs and expenses incurred by PSE in connection with the performance of the Relocation Work (the "Relocation Costs"). For purposes of this Agreement, the Relocation Costs shall include, without limitation, any and all direct and indirect costs incurred by PSE in connection with the performance of the Relocation Work, including, but not limited to, labor, personnel, supplies, materials, overheads, contractors, consultants, attorneys and other professionals, administration and general expenses and taxes.

5.4 Statement of Costs - Invoice. Within sixty (60) days of the completion of the Relocation Work, PSE shall provide the Government Entity with a statement and invoice of the actual Relocation Costs incurred by PSE. PSE shall provide, within a reasonable period after receipt of any written request from the Government Entity, such documentation and information as the Government Entity may reasonably request to verify any such invoice.

5.5 Costs Upon Termination of Agreement. In the event either Party terminates this Agreement, the Government Entity shall promptly pay PSE, the following:

- (a) all costs and expenses incurred by PSE in connection with the Relocation Work (including, without limitation, all Relocation Costs incurred through

the date of termination and such additional costs as PSE may incur in connection with its suspension or curtailment of the Relocation Work and the orderly termination of the Relocation Work); and

(b) all costs and expenses incurred by PSE in returning and restoring the Facilities to normal and reliable commercial operations.

5.6 Payment. The Government Entity shall, within thirty (30) days after the receipt of an invoice for costs payable under this Agreement, remit to PSE payment for the full amount of the invoice.

Section 6. Indemnification

6.1 Indemnification. The Government Entity releases and shall defend, indemnify and hold harmless PSE from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. PSE releases and shall defend, indemnify and hold harmless the Government Entity from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of PSE in its performance under this Agreement. During the performance of such activities employees or contractors of each Party shall at all times remain employees or contractors, respectively, that Party and shall not be, or be construed to be, employees or contractors, respectively, of the other Party.

6.2 Title 51 Waiver. Solely for purposes of enforcing the indemnification obligations of a Party under this Section 6, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 6 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

Section 7. Disclaimers and Limitation of Liability

7.1 Disclaimer. PSE makes no representations or warranties of any kind, express or implied, with respect to the Relocation Work or other items or services provided under this Agreement including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing or usage of trade.

7.2 Limitation of Liability. In no event shall PSE or the Government Entity be liable, whether in contract, warranty, tort or otherwise, to any other party or to any other

person for any indirect, incidental, special or consequential damages arising out of the performance or nonperformance of the Relocation Work or this Agreement.

Section 8. Miscellaneous

8.1 Tariffs Control. This Agreement is in all respects subject to all applicable tariffs of PSE now or hereafter in effect and on file with the WUTC. In the event of any conflict or inconsistency between any provision of this Agreement and any such tariff, the terms of the tariff shall govern and control.

8.2 Survival. Sections 2, and 4 through 8 shall survive any termination of this Agreement. Subject to the foregoing, and except as otherwise provided herein, upon and following termination of this Agreement neither Party shall have any further obligations arising under this Agreement and this Agreement shall be of no further force or effect.

8.3 Waiver. The failure of any Party to enforce or insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or relinquishment of any such provision or any other provision in that or any other instance; rather, the same shall be and remain in full force and effect.

8.4 Entire Agreement. This Agreement, including any exhibits hereto, sets forth the complete and integrated agreement of the Parties. This Agreement cannot be amended or changed except by written instrument signed by the Party to be bound thereby.

8.5 Force Majeure. In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; storm, flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a force Majeure Event, in connection with the Relocation Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligation in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay cause by a Force Majeure Event.

8.6 Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.7 Notice. Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below the Parties' respective signatures on this Agreement. Either Party may from time to time change such address by giving the other Party notice of such change in accordance with this section.

8.8 Governing Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. This Agreement shall be fully binding upon the Parties and their respective successors, assigns and legal representatives.

In witness whereof, the Parties have executed this Agreement as of the date set forth above.

PSE:

Puget Sound Energy, Inc.

By _____

Its _____

Address: _____

Attn: _____

Government Entity:

By _____

Its _____

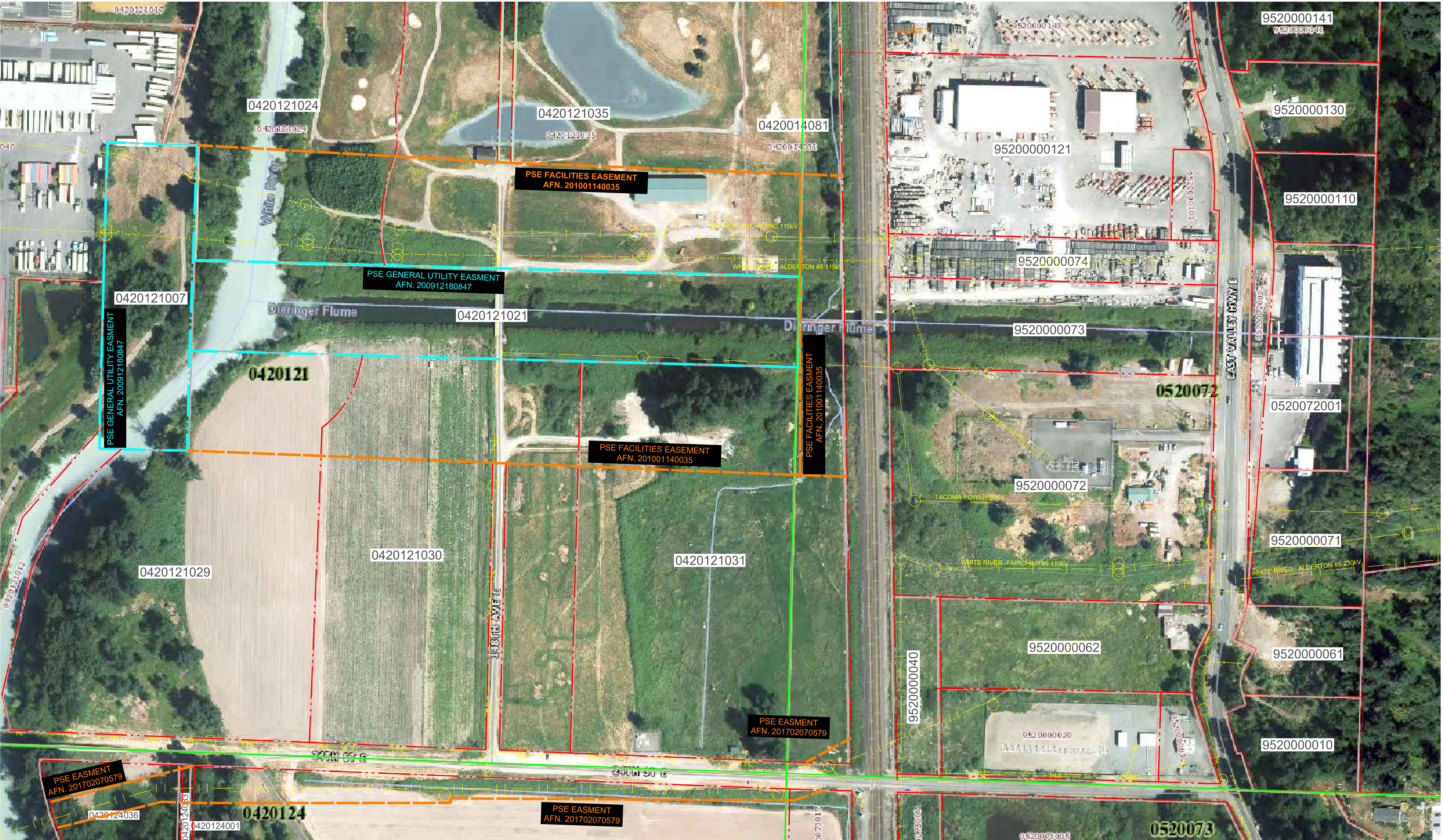
Address: _____

Attn: _____

EXHIBIT A

FACILITIES AND EXISTING OPERATING RIGHTS

Jul 21, 2020 - 1:32pm - \\Corpos01a.puget.com\csp\Public Improvement\Electric PI - Pierce\01_MUNICIPALITIES\Summer\101117802 - City of Summer North of 24th E\Design\transmission location.dwg



GENERAL NOTES

- ALL WORK IS TO BE COMPLETED PER PSE STANDARDS & PRACTICES. COPIES OF ALL PSE STANDARDS ARE AVAILABLE UPON REQUEST.
- WORK SITES SHALL BE KEPT CLEAR OF DEBRIS AND ALL CONSTRUCTION MATERIALS, EQUIPMENT AND PACKING SHALL BE REMOVED DAILY.
- RETURN ALL UNUSED AND REMOVED POLES, TRANSFORMERS AND HARDWARE TO PSE STOREROOM. ALL COPPER SHALL BE COILED AND RETURNED THE DAY IT IS REMOVED FROM THE POLES. REMOVE ALL UNUSED PINS AND INSULATORS.
- RETURN ALL STREET LIGHTS, AREA LIGHTS AND FLOODLIGHTS TO PSE.

PRECONSTRUCTION

- NOTIFY APPROPRIATE CITY, COUNTY OR DOT AUTHORITIES 48 TO 72 HOURS, OR AS REQUIRED BY PERMITTING AGENCY, IN ADVANCE OF STARTING WORK IN RIGHT-OF-WAY INVOLVING A PERMIT.
- ALL DISTRIBUTION SYSTEM SWITCHING SHALL BE APPROVED BY SYSTEM OPERATIONS A MINIMUM OF 48 HOURS IN ADVANCE. ALL TRANSMISSION SYSTEM SWITCHING SHALL BE SCHEDULED WITH THE LOAD OFFICE A MINIMUM OF 3 WEEKS IN ADVANCE.
- NOTIFY CUSTOMERS OF ALL OUTAGES 48 HOURS IN ADVANCE.
- EROSION CONTROL PROCEDURES SHALL BE USED IN ACCORDANCE WITH THE MINIMAL REQUIREMENTS SPECIFIED IN PSE STD 0150.3200 "TECHNIQUES FOR TEMPORARY EROSION AND SEDIMENT CONTROL".
- WORK SHALL NOT BEGIN UNTIL ALL EASEMENTS AND STREET USE PERMITS HAVE BEEN SECURED. FINAL NOTIFICATION TO PROCEED SHALL BE GIVEN BY THE PROJECT MANAGER.

WORK DRAWINGS AND DOCUMENTS

- MARK ALL FIELD CHANGES, EQUIPMENT ID NUMBERS AND UNDERGROUND CABLE INFORMATION IN RED ON FOREMAN'S COPY OF WORKSKETCH.
- RETURN ONE FOREMAN'S COPY OF WORKSKETCH TO PROJECT MANAGER AT COMPLETION OF JOB.
- WHEN PERMITS ARE REQUIRED, A COPY SHALL BE AVAILABLE ON WORK SITE AT ALL TIMES.

SAFETY

- REFER TO PSE STANDARDS 6275.xxxx FOR SYSTEM GROUND REQUIREMENTS.
- PROPER LINE CLEARANCES SHALL BE TAKEN AT THE BEGINNING, AND RELEASED AT THE END, OF EACH WORK DAY, OR AS OTHERWISE INSTRUCTED BY THE SYSTEM OPERATOR.
- PROVIDE SIGNS, BARRICADES, AND TRAFFIC CONTROL IN CONFORMANCE WITH PERMIT REGULATIONS AND LOCAL TRAFFIC REGULATIONS.

PROJECT NOTES

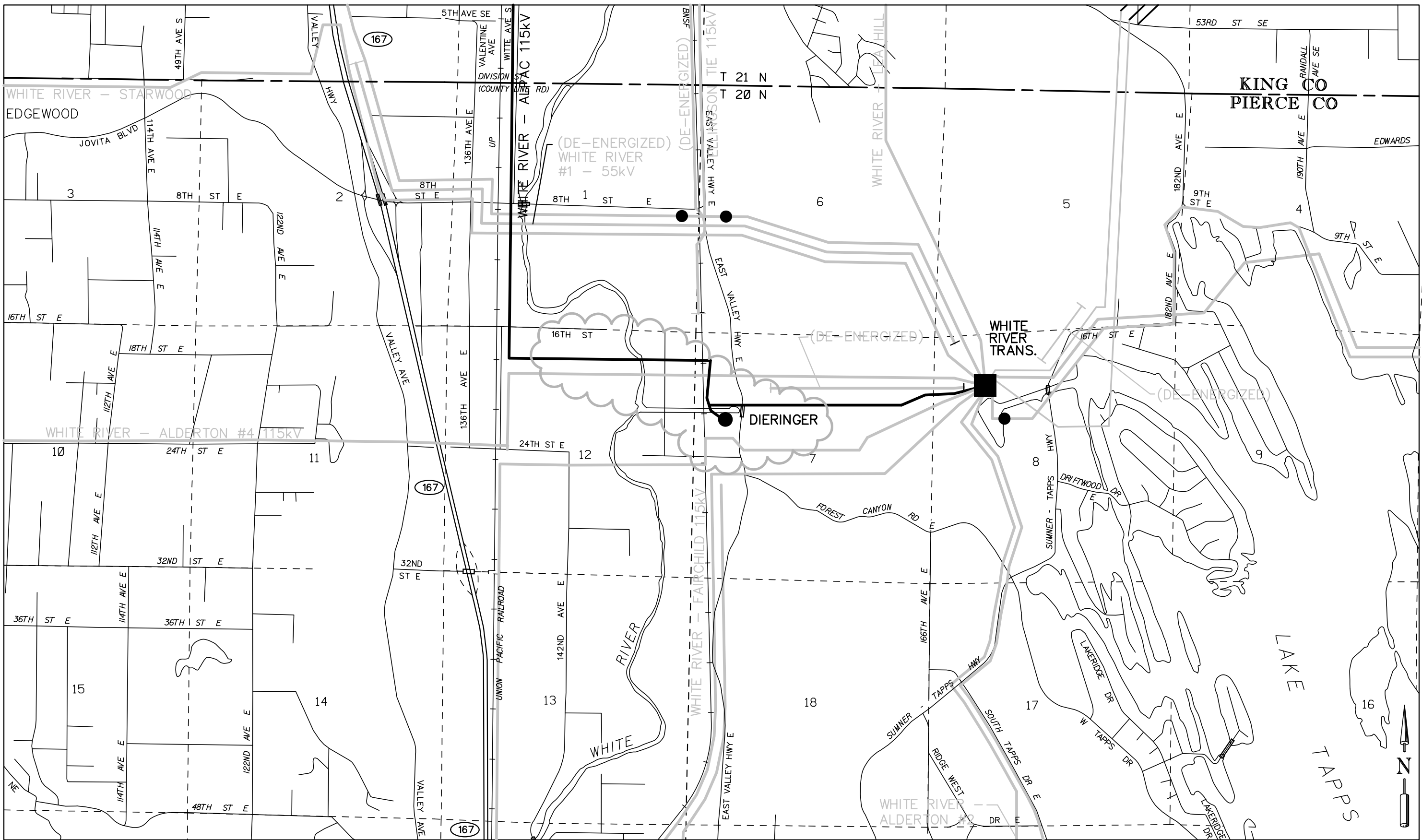
ENGINEER: DAN SEYMOUR PHONE: 206-418-9269

PROJECT SCOPE

- MOVE AND REPLACE 8 STRUCTURES TO ACCOMMODATE BNSF TRACK EXPANSION AND CITY OF SUMNER RIVER RESTORATION PROJECT

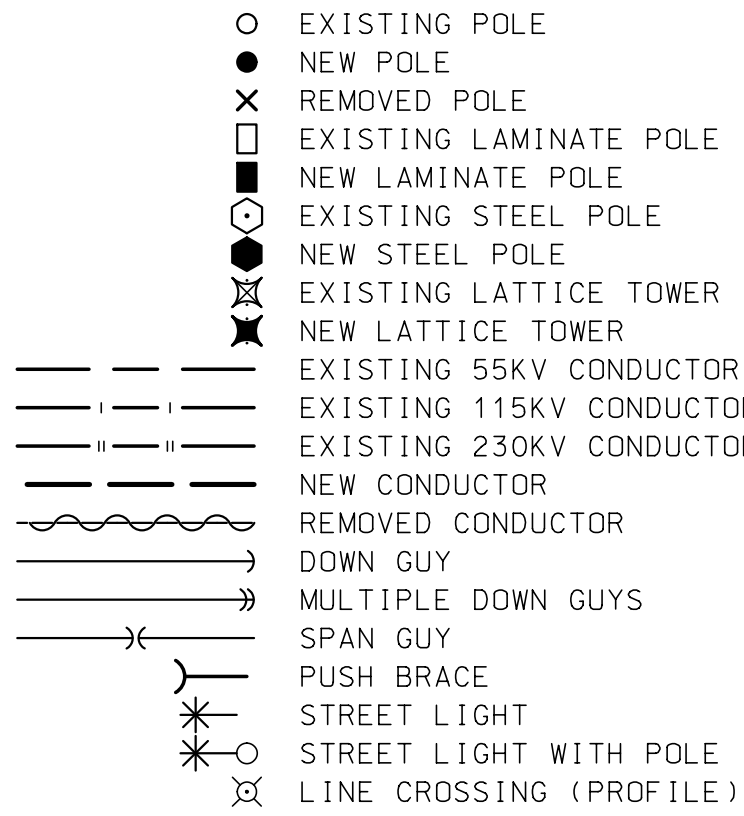
CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD NOTES FOR WOOD POLES CONSTRUCTION, DWG D-12842 SH 1 OF 1.
- THE ENGINEER SHALL BE CONTACTED WITH REGARDS TO ALL TECHNICAL INFORMATION. THE ENGINEER SHALL HAVE SOLE AUTHORITY TO APPROVE ANY AND ALL CONSTRUCTION CHANGES.
- DESIGN DETAILS AND NOTES SHALL SUPPLEMENT THE STANDARDS REFERENCED IN THIS DRAWING.



VICINITY MAP

TRANSMISSION SYMBOL LEGEND



- SEE 0300.1000 FIGURE 5 FOR DISTRIBUTION SYMBOL LEGEND

ABBREVIATION KEY

ANCH	ANCHOR
BRKT	BRACKET
CHG	CHANGE
CL	CLASS
C/N	COMMON NEUTRAL
CU	COPPER
C/O	CUTOUT
DE	DEADEND
DISC	DISCONNECT
DBL	DOUBLE
DA	DOUBLE ARM
DDE	DOUBLE DEADEND
DWN GUY	DOWN GUY
E	EAST
INST	INSTALL
LATL	LATERAL
LB	LOADBREAK
MT	MOUNT
NEUT	NEUTRAL
N	NORTH
OH	OVERHEAD
PH	PHASE
PTP	POLE TOP PIN
PRI	PRIMARY
RELOC	RELOCATE
REPL	REPLACE
REMV	REMOVE
R/C	RIGID CLEVIS
SVC	SERVICE
SGL	SINGLE
SA	SINGLE ARM
S	SOUTH
SWBD	SWITCH BOARDS
SW GRDS	SWITCH GROUNDS
SW#	SWITCH NUMBER
TAN	TANGENT
TEL/TV	TELEPHONE/TELEVISION
TERM	TERMINATION
X-FER	TRANSFER
XFMR	TRANSFORMER
XMSN	TRANSMISSION
TPLX	TRIPLEX
UG	UNDERGROUND
W	WEST
W/	WITH
VERT	VERTICAL

STRINGING SAG TABLE 1 STRUCTURE 0/12 TO STRUCTURE 0/12A				
TEMP DEG FAHR	TENSION LBS	795 ACSR TERN NESC MED LOAD, INITIAL, R/S= 240 FT SPAN LENGTH IN FEET - SAG IN FEET		
	MAX #4500	241		
0	4323	1.5		
10	3854	1.7		
20	3421	1.9		
30	3027	2.1		
40	2686	2.4		
50	2402	2.7		
60	2168	3.0		
70	1974	3.3		
80	1816	3.6		
90	1684	3.9		
100	1574	4.1		

STRINGING SAG TABLE 4 STRUCTURE 0/13 TO STRUCTURE 0/14				
TEMP DEG FAHR	TENSION LBS	795 ACSR TERN NESC MED LOAD, INITIAL, R/S= 137FT SPAN LENGTH IN FEET - SAG IN FEET		
	MAX #4500	137		
0	4972	0.4		
10	4415	0.5		
20	3862	0.6		
30	3312	0.6		
40	2787	0.8		
50	2318	0.9		
60	1930	1.1		
70	1629	1.3		
80	1406	1.5		
90	1241	1.7		
100	1115	1.9		

STRINGING SAG TABLE 2 STRUCTURE 0/12A TO STRUCTURE 0/12B				
TEMP DEG FAHR	TENSION LBS	795 ACSR TERN NESC MED LOAD, INITIAL, R/S= 97 FT SPAN LENGTH IN FEET - SAG IN FEET		
	MAX #4500	97		
0	5177	0.2		
10	4612	0.2		
20	4032	0.3		
30	3436	0.3		
40	2851	0.4		
50	2300	0.5		
60	1811	0.6		
70	1439	0.7		
80	1178	0.9		
90	997	1.1		
100	873	1.2		

STRINGING SAG TABLE 5 STRUCTURE 0/14 TO STRUCTURE 0/15				
TEMP DEG FAHR	TENSION LBS	795 ACSR TERN NESC MED LOAD, INITIAL, R/S= 286FT SPAN LENGTH IN FEET - SAG IN FEET		
	MAX #4000	286		
0	3295	2.8		
10	2974	3.1		
20	2694	3.4		
30	2458	3.7		
40	2262	4.0		
50	2096	4.4		
60	1954	4.7		
70	1834	5.0		
80	1730	5.3		
90	1640	5.6		
100	1562	5.9		

STRINGING SAG TABLE 3 STRUCTURE 0/12B TO STRUCTURE 0/13				
TEMP DEG FAHR	TENSION LBS	795 ACSR TERN NESC MED LOAD, INITIAL, R/S= 98FT SPAN LENGTH IN FEET - SAG IN FEET		
	MAX #4500	98		
0	5169	0.2		
10	4604	0.2		
20	4015	0.3		
30	3427	0.3		
40	2842	0.4		
50	2291	0.5		
60	1806	0.6		
70	1439	0.8		
80	1180	0.9		
90	1002	1.1		
100	878	1.2		

STRINGING SAG TABLE 6 STRUCTURE 0/15 TO STRUCTURE 0/16				
TEMP DEG FAHR	TENSION LBS	715.5 ACSR/E3X STARLING NESC MED LOAD, INITIAL, R/S=425FT SPAN LENGTH IN FEET - SAG IN FEET		
	MAX #4000	425		
0	2788	7.9		
10	2706	8.1		
20	2628	8.4		
30	2557	8.6		
40	2488	8.8		
50	2425	9.1		
60	2365	9.3		
70	2307	9.5		
80	2255	9.7		
90	2204	10.0		
100	2157	10.2		

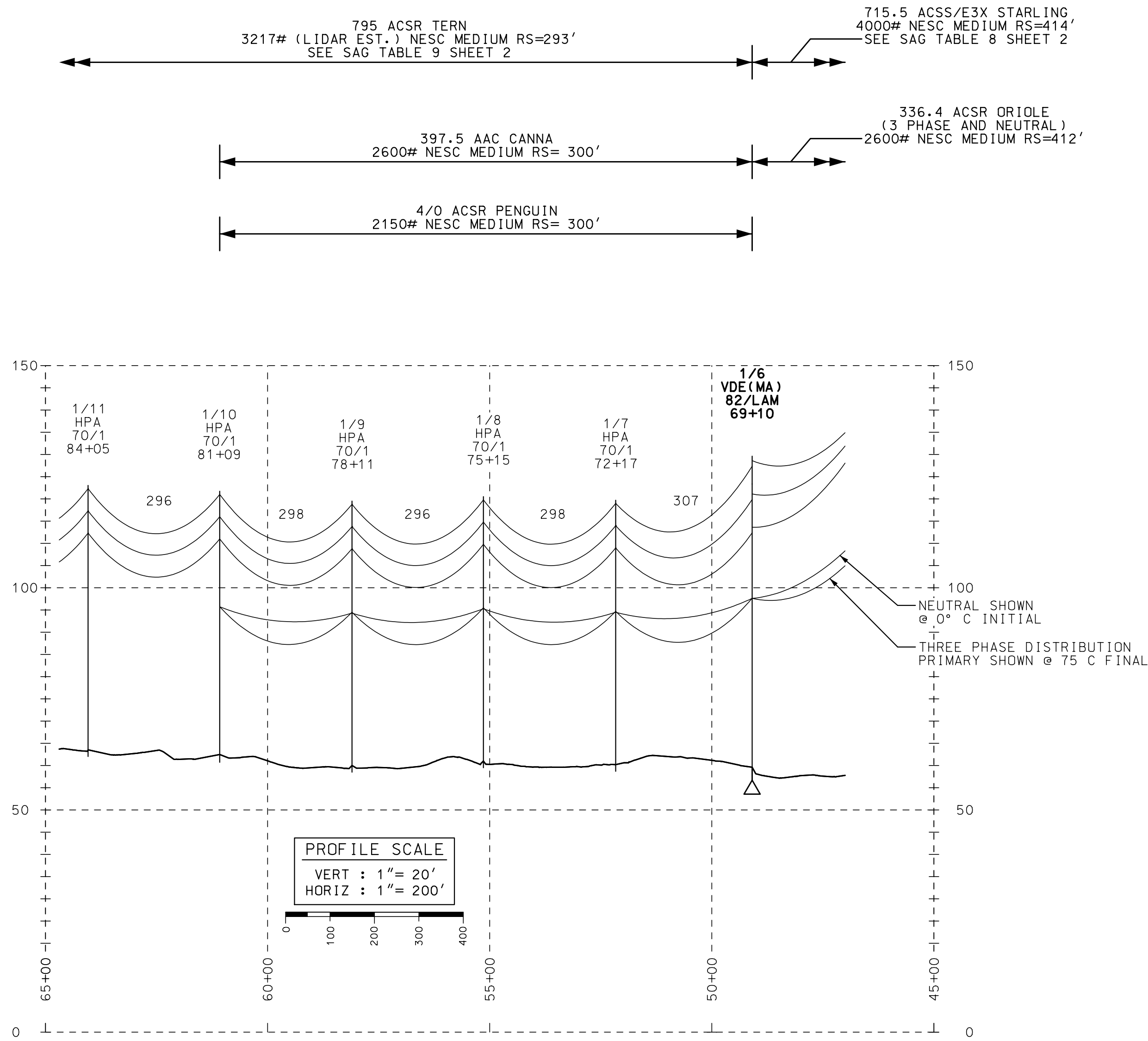
CALL (800)424-5555 2 BUSINESS DAYS BEFORE YOU DIG
THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF FACILITIES

PROJECT PHASE		ORDER#	FOREMAN (Check Box if Complete)				
POWER	NOTIFICATION	11484524	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION.				
	SUPERIOR		☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED.				
	CAPITAL	111025247	☐ FIELD CHANGES RED-LINED ON AS-BUILTS.				
	REMOVAL	108114325	☐ MATERIAL VERIFIED AND CHANGES NOTED ON PAPERWORK.				
EXPENSE		571016548	☐ TOTAL PRIMARY CABLE NOTED ON AS-BUILT.				
ST LIGHT			☐ COMPANY ID #'s RECORDED IN CORRECT LOCATION ON AS-BUILT.				
			☐ INDICATE CORRECT FUSE SIZE ON AS-BUILT & VERIFY PROPER PHASE.				
			☐ DEVIATIONS NOTED ON THE AS-BUILT AND THEIR REASON				
"Locates Required"		Yes ☐ No ☐	Foreman's Signature _____				
"Outages Required"		Yes ☐ No ☐	Company _____ Employee ID# _____				
"Flagging Required"		Yes ☐ No ☐					
REV#	DATE	BY	DESCRIPTION	REAL ESTATE/EASEMENT	PERMIT		
3							
2							
1							
COUNTY			TSG MAP	TLN #	POWER WK CTR		
PIERCE			08C	97			
1/4 SEC			OH CIRC MAP	UG CIRC MAP			
Sec2			T20 ROSE				
U-MAP			CIRCUIT NO.				
2005E07							
			CHECKED BY	FOREMAN #1	FOREMAN #2		
			APPROVED BY				
			MAPPING				
JOINT FACILITIES ARRANGEMENTS							
UTILITIES							
CONTACT							
PHONE#							
PSE		PUGET SOUND ENERGY		INCIDENT # REV #			
		ELECTRIC SYSTEM ENGINEERING		0			
WHITE RIVER - ALPAC (115 KV)				SAP ORDER NUMBER			
SUMNER RIVER RESTORATION PROJECT				111025247			
SUMNER WA 98390				SCALE			
				1"=100'			
				PAGE			
				1/5			

TRANSMISSION DRAWING SOURCE:
T-01340 sh 02

REVISION TO:
T-01268 sh 02

111025247



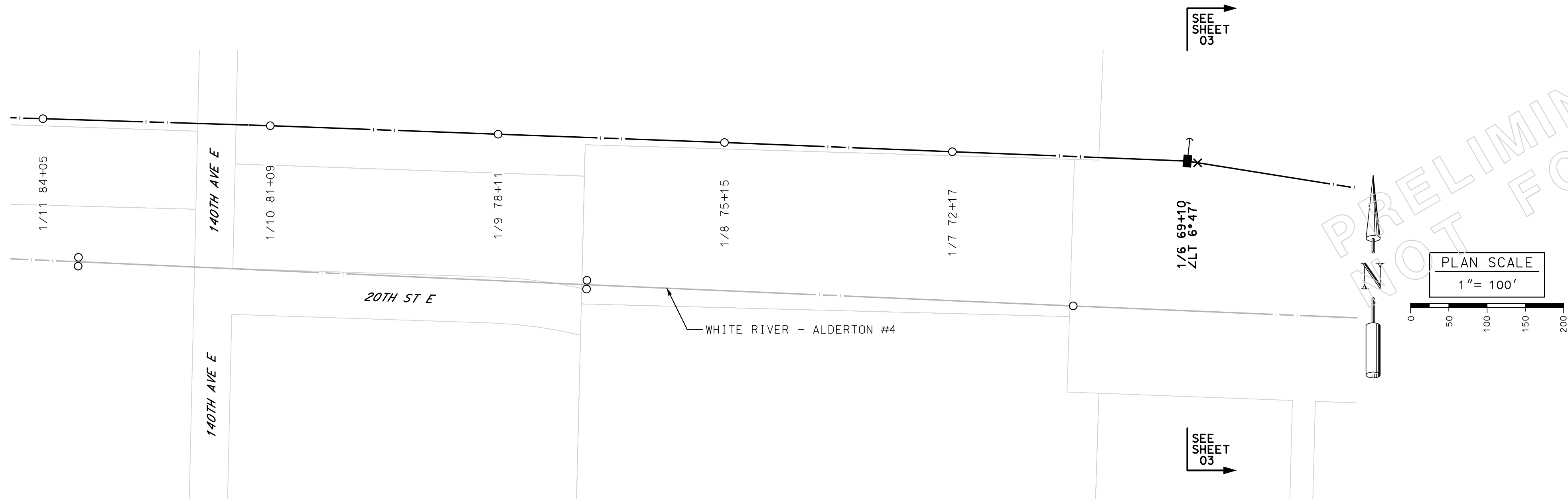
POLE OR STAKE NO	STATION	TRANS DESIGN TEMP	ACTION	POLE LENGTH	POLE CLASS	DRILLING SPECIFICATIONS 1025-1400	TYPE	STANDARD PRACTICE	DIST. FRAMING FROM POLE TOP	GRID NUMBER	REMARKS	GPS	
												LAT	LONG
1/6	69+10	100	REPLACE	82	LAM	SPCL	VDE(MA)	6085.1035	32'	569978-120904	SEE D-20526 FOR STRUCTURE DRAWING. BACK SPAN STARLING INSULATOR ASSEMBLIES PER DETAIL 5 ON D-20530	47.23921042	-122.2367258
1/7	72+17	100	EXIST	70	1	FIG 10	HPA	6085.1000	26'	569978-156855	NEW DISTRIBUTION UNDERBUILD PER WO# XXXXX. TREE TRIMMING REQUIRED.		
1/8	75+15	100	EXIST	70	1	FIG 10	HPA	6085.1000	26'	569979-156823	NEW DISTRIBUTION UNDERBUILD PER WO# XXXXX. TREE TRIMMING REQUIRED.		
1/9	78+11	100	EXIST	70	1	FIG 10	HPA	6085.1000	26'	569978-156838	NEW DISTRIBUTION UNDERBUILD PER WO# XXXXX. TREE TRIMMING REQUIRED.		
1/10	81+09	100	EXIST	70	1	FIG 10	HPA	6085.1000	26'	569978-156747	NEW DISTRIBUTION UNDERBUILD PER WO# XXXXX.		
1/11	84+05	100	EXIST	70	1	FIG 10	HPA	6085.1000		569980-156746			

POLE RETIREMENT TABLE													
POLE DATA						TEMP TRANSFERS			ST. LIGHT TRANSFERS			REMARKS	
POLE OR STAKE NO	GRID NUMBER	POLE LENGTH	POLE CLASS	YEAR INSTALLED	TOPPED	RMVD	TEL	TV	FIBER	TRAN	RMVD		ID NUMBER
1/6	569977-158878	75	1		☐	☐	☐	☐	☐	☐	☐		

GUYING TABLE													
POLE OR STAKE NO	GUYS						ANCHORS						REMARKS
	ACTION	LEAD OR SPAN	QTY	CONSTRUCTION UNIT DESCRIPTION	STD. PRAC. 6073.xxxx	FIG	ACTION	QTY	CONSTRUCTION UNIT DESCRIPTION	STD. PRAC. 6072.1000			
										FIG	DET		
1/6	REMOVE	20' N	1	3/8 SIDE DOWN 8' – GYT3S1	0100	1	REMOVE	1	SINGLE HELIX 10 – ANTH1	1	A		
1/6	INSTALL	30' N	3	7/16 SIDE DOWN 8' – GYT7S1	0100	2	INSTALL	1	TRIPLE HELIX 10–12–14 – ANTH3	2	A		

STRINGING SAG TABLE 8 STRUCTURE 1/5 TO STRUCTURE 1/6									
TEMP DEG FAHR	TENSION LBS MAX # 4000	715.5 ACSS/E3X STARLING NESC MED LOAD, INITIAL, R/S=411 FT SPAN LENGTH IN FEET - SAG IN FEET							
		414							
0	2842	7.4							
10	2754	7.7							
20	2673	7.9							
30	2597	8.1							
40	2525	8.4							
50	2458	8.6							
60	2395	8.8							
70	2335	9.1							
80	2280	9.3							
90	2228	9.5							
100	2178	9.7							

STRINGING SAG TABLE 9 STRUCTURE 1/6 TO STRUCTURE 1/14									
TEMP DEG FAHR	TENSION LBS MAX # 3217	795 ACSR TERN NESC MED LOAD, INITIAL, R/S=312 FT SPAN LENGTH IN FEET - SAG IN FEET							
		307	298	296	298	297	298	295	377
0	2196	4.8	4.5	4.5	4.5	4.5	4.5	4.4	7.2
10	2058	5.1	4.8	4.8	4.8	4.8	4.8	4.7	7.7
20	1940	5.5	5.1	5.1	5.1	5.1	5.1	5.0	8.2
30	1837	5.8	5.4	5.3	5.4	5.4	5.4	5.3	8.7
40	1748	6.1	5.7	5.6	5.7	5.6	5.7	5.6	9.1
50	1668	6.3	6.0	5.9	6.0	5.9	6.0	5.8	9.5
60	1598	6.6	6.2	6.1	6.2	6.2	6.2	6.1	10.0
70	1535	6.9	6.5	6.4	6.5	6.4	6.5	6.3	10.4
80	1479	7.2	6.7	6.6	6.7	6.7	6.7	6.6	10.8
90	1427	7.4	7.0	6.9	7.0	6.9	7.0	6.8	11.2
100	1380	7.7	7.2	7.1	7.2	7.1	7.2	7.1	11.5



CALL (800)424-5555 2 BUSINESS DAYS BEFORE YOU DIG
THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF FACILITIES

PROJECT PHASE	ORDER#	FOREMAN (Check Box if Complete)
POWER	11484524	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION.
NOTIFICATION SUPERIOR	111025247	☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED.
CAPITAL	108114325	☐ FIELD CHANGES RED-LINED ON AS-BUILTS.
REMOVAL	571016548	☐ MATERIAL VERIFIED AND CHANGES NOTED ON PAPERWORK.
ST LIGHT		☐ TOTAL PRIMARY CABLE NOTED ON AS-BUILT.
		☐ COMPANY ID #'s RECORDED IN CORRECT LOCATION ON AS-BUILT.
		☐ INDICATE CORRECT FUSE SIZE ON AS-BUILT & VERIFY PROPER PHASE.
		☐ DEVIATIONS NOTED ON THE AS-BUILT AND THEIR REASON

"Locates Required" Yes ☐ No ☐
"Outages Required" Yes ☐ No ☐
"Flagging Required" Yes ☐ No ☐

Foreman's Signature _____ Employee ID# _____
Company _____

REV#	DATE	BY	DESCRIPTION	REAL ESTATE/EASEMENT	PERMIT
3					
2					
1					

FUNCTION	CONTACT	PHONE NO	DATE
PROJECT MGR	D. AGUIRRE	757-535-1716	
ENGR-POWER	D. SEYMOUR	206-418-9269	
DRAWN BY	V. SCHAEFER	425-424-7984	03/25/22

COUNTY	TSG MAP	TLN #	POWER WK CTR
PIERCE	08C	97	
1/4 SEC	OH CIRC MAP	UG CIRC MAP	
Sec2	T20 R05E		
U-MAP	CIRCUIT NO.		
2005E07			

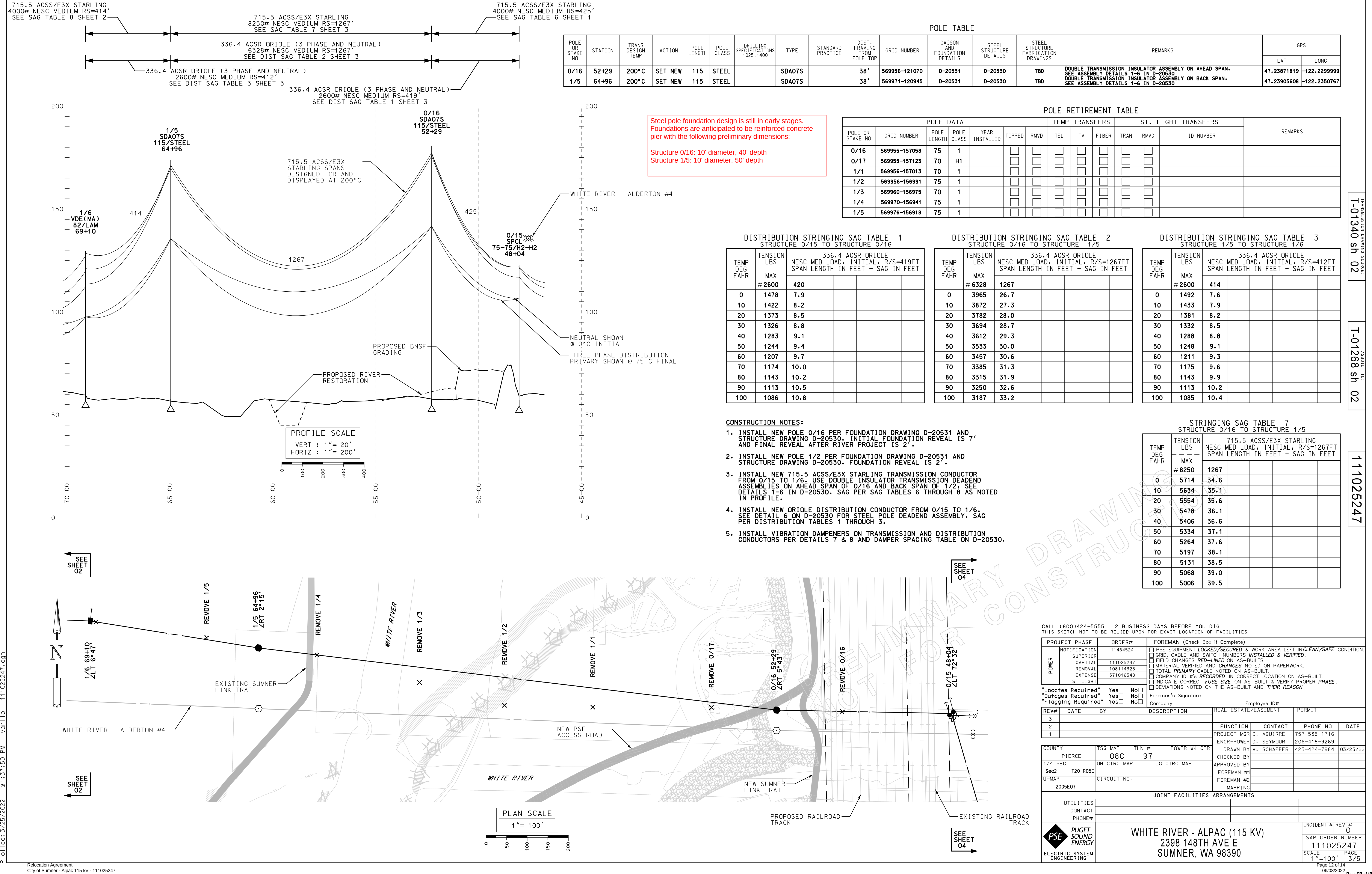
CHECKED BY	APPROVED BY
FOREMAN #1	
FOREMAN #2	
MAPPING	

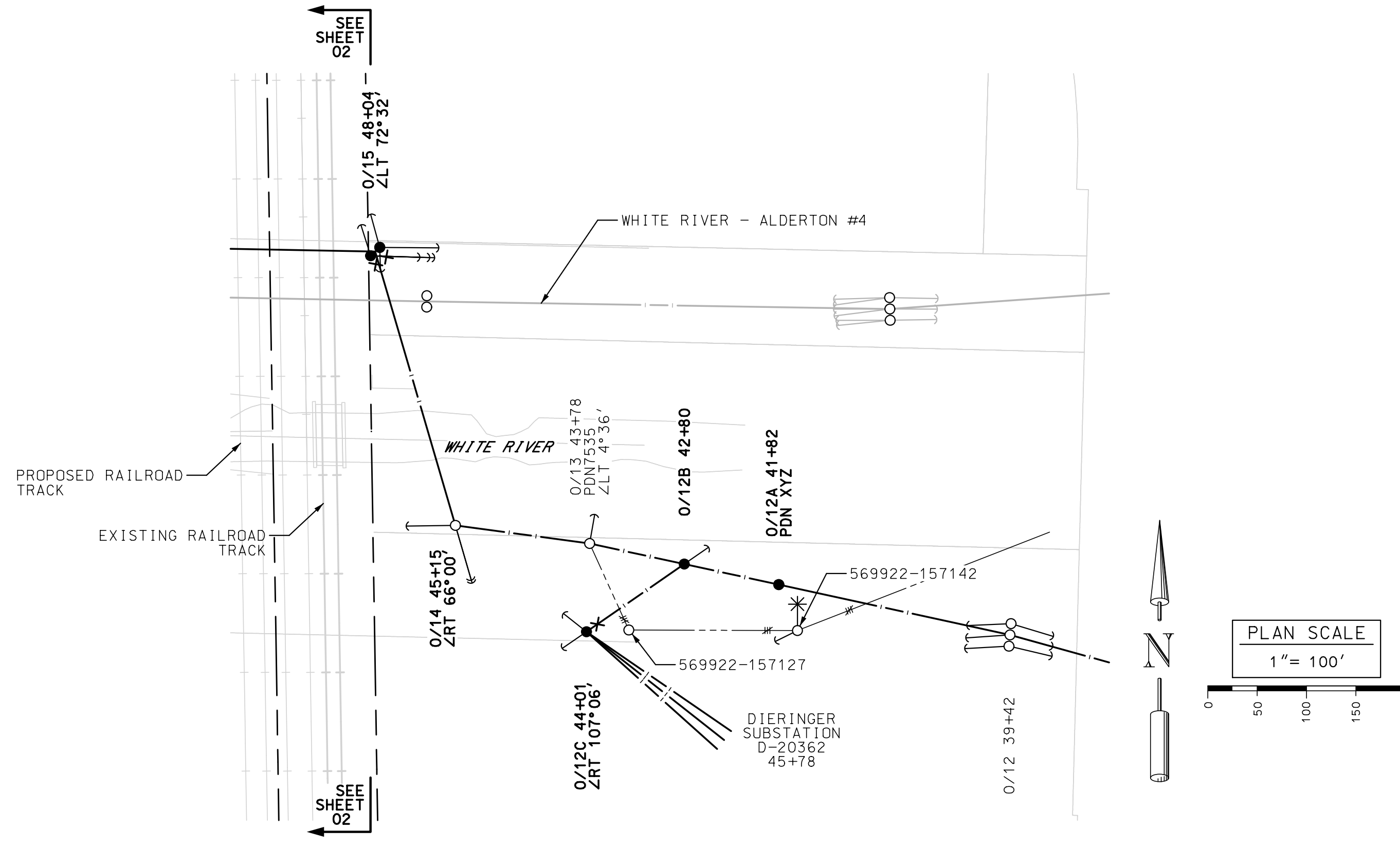
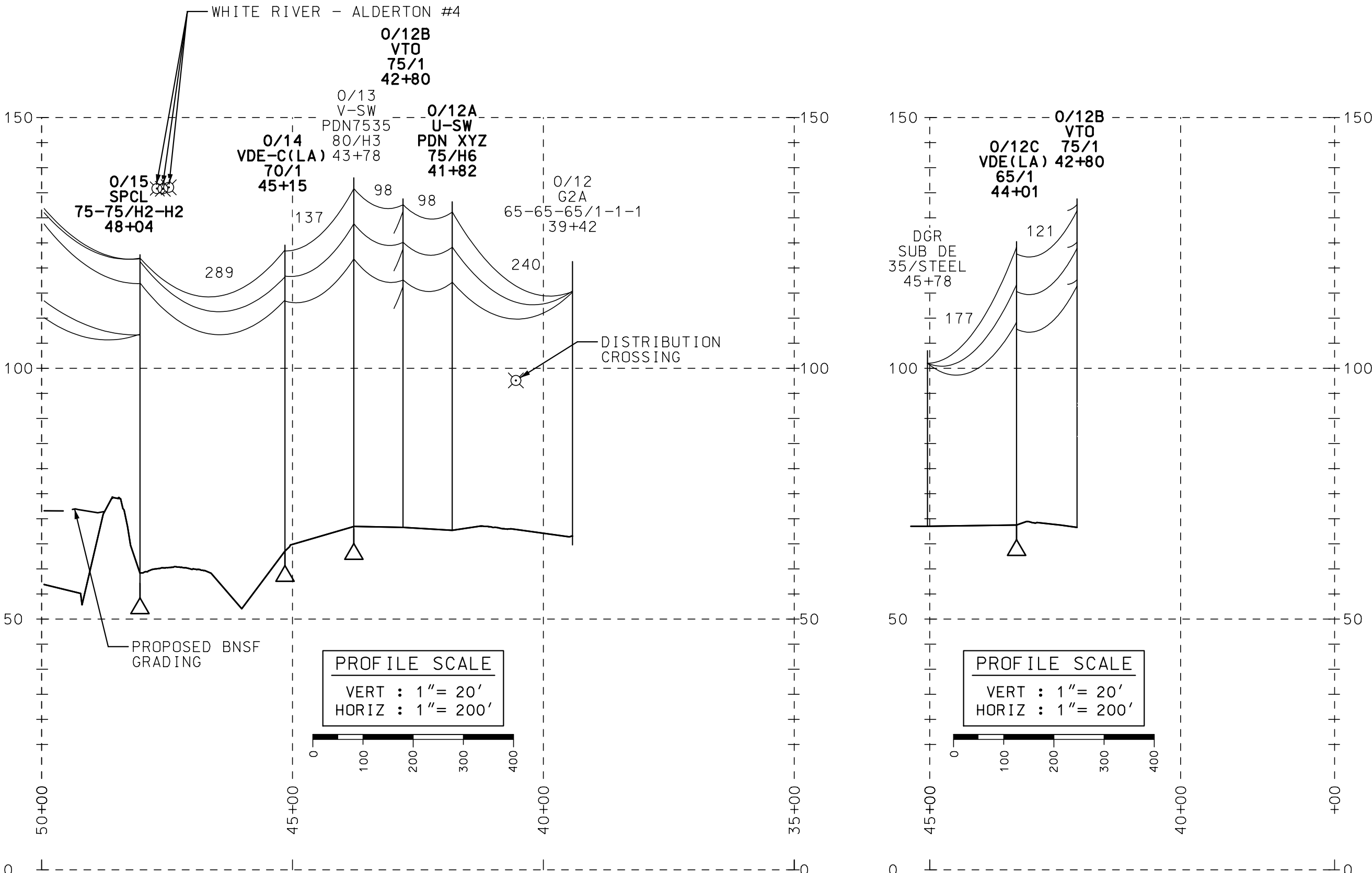
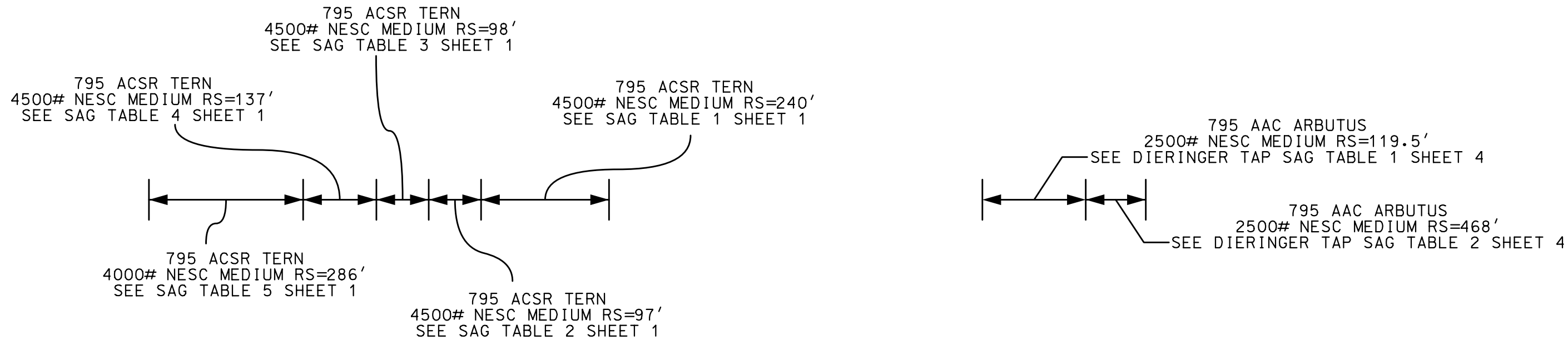
JOINT FACILITIES ARRANGEMENTS			
UTILITIES			
CONTACT			
PHONE#			

PSE PUGET SOUND ENERGY
ELECTRIC SYSTEM ENGINEERING

WHITE RIVER - ALPAC (115 KV)
14300 20TH ST E
SUMNER, WA 98390

INCIDENT # REV #
0
SAP ORDER NUMBER
111025247
SCALE 1"=100' PAGE 2/5





POLE OR STAKE NO	STATION	TRANS DESIGN TEMP	ACTION	POLE LENGTH	POLE CLASS	DRILLING SPECIFICATIONS 1025.1400	TYPE	STANDARD PRACTICE	DIST. FRAMING FROM POLE TOP	GRID NUMBER	REMARKS	GPS	
												LAT	LONG
0/12	39+42	100°C	EXIST	65	1		G2A	2152.9240		569916-157156	NORTH POLE		
0/12	39+42	100°C	EXIST	65	1		G2A	2152.9240		569916-157156	CENTER POLE		
0/12	39+42	100°C	EXIST	65	1		G2A	2152.9240		569916-157156	SOUTH POLE		
0/12A	41+82	100°C	SET NEW	75	H6	FIG 9	U-SW	6078.1010 6080.1010		569922-121154	PDN XXXX. INSTALL SWITCH ON SOUTH SIDE OF POLE; SEE DETAIL 1 SHEET 5	47.23782038	-122.2266154
0/12B	42+80	100°C	SET NEW	75	1	FIG 13	VTO	6085.1050		569924-121144		47.23787175	-122.2270026
0/12C	44+01	100°C	REPLACE	65	1	FIG 13	VDE(LA)	6085.1040		569917-121134		47.23767781	-122.2273952
DGR	45+78		EXIST	35	STEEL	FIG 9	SUB DE				DIERINGER SUBSTATION		
0/13	43+78	100°C	EXIST	80	H3	FIG 9	V-SW	6080.1000		569925-157123	PDN7535. TWO BLADES SOUTH. SEE T-01268 SHEET 3A		
0/14	45+15	100°C	EXIST	70	1	FIG 20	VDE-C(LA)	6085.2040		564921-157100			
0/15	48+04	200°C	REPLACE	75	H2		SPCL			569955-121112	SEE DETAILS 2 & 3 SHEET 5 SOUTHWEST POLE	47.23872078	-122.2282906
0/15	48+04	200°C	REPLACE	75	H2		SPCL			569956-121113	SEE DETAILS 2 & 3 SHEET 5 NORTHEAST POLE	47.23872078	-122.2282906

POLE OR STAKE NO	GRID NUMBER	POLE DATA		YEAR INSTALLED	TOPPED	RWD	TEMP TRANSFERS				ST. LIGHT TRANSFERS		REMARKS
		POLE LENGTH	POLE CLASS				TEL	TV	FIBER	TRAN	RWD	ID NUMBER	
0/12C	567716-157117	55	2		☐	☐	☐	☐	☐	☐	☐		
0/15	569953-157100	75	H1		☐	☐	☐	☐	☐	☐	☐		
0/15		75	H1		☐	☐	☐	☐	☐	☐	☐		

POLE OR STAKE NO	GUYS					ANCHORS					REMARKS
	ACTION	LEAD OR SPAN	QTY	CONSTRUCTION UNIT DESCRIPTION	STD. PRAC. 6073.XXXX	FIG	ACTION	QTY	CONSTRUCTION UNIT DESCRIPTION	STD. PRAC. 6072.1000	
0/12	EXIST	45' W	3	7/16 DE DOWN 8' - GYT7D8	0100	4	EXIST	3	SINGLE HELIX 10 - ANTH1	1 A	
0/12	EXIST	45' E	3	3/8 DE DOWN 8' - GYT3D8	0100	4	EXIST	3	SINGLE HELIX 10 - ANTH1	1 A	
0/12B	INSTALL	30' NE	3	7/16 DE DOWN 8' - GYT7D8	0100	4	INSTALL	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	
0/12C	INSTALL	30' NW	3	7/16 DE DOWN 8' - GYT7D8	0100	4	INSTALL	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	
0/12C	INSTALL	30 SW	3	7/16 DE DOWN 8' - GYT7D8	0100	4	INSTALL	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	
0/13	EXIST	30' N	1	7/16 SIDE DOWN 8' - GYT7SI	0100	2	EXIST	1	SINGLE HELIX 10 - ANTH1	1 A	
0/14	EXIST	50' W	3	7/16 DE DOWN 8' - GYT7D8	0100	4	EXIST	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	
0/14	EXIST	58' S	3	7/16 DE DOWN 8' - GYT7D8	0100	4	EXIST	1	SINGLE HELIX 10 - ANTH1	1 A	
0/14	EXIST	61' S	3	7/16 DE DOWN 8' - GYT7D8	0100	4	EXIST	1	SINGLE HELIX 10 - ANTH1	1 A	
0/14	REMOVE	45' NW	3	3/8 DE DOWN 8' - GYT3D8	0100	4	REMOVE	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	REMOVE GUYS SUPPORTING OLD DIERINGER TAP
0/15	INSTALL	35' NW	2	7/16 DE DOWN 8' - GYT7D8	0100	4	INSTALL	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	GUying FOR SW POLE. SEE DETAIL 4 SHEET 5
0/15	INSTALL	60' E	1	7/16 DE DOWN 8' - GYT7D8	0100	4	INSTALL	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	GUying FOR SW POLE. SEE DETAIL 4 SHEET 5
0/15	INSTALL	65' E	1	7/16 DE DOWN 8' - GYT7D8	0100	4	INSTALL	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	GUying FOR SW POLE. SEE DETAIL 4 SHEET 5
0/15	INSTALL	50' E	1	7/16 DE DOWN 8' DOUBLE - GYT7D2	0100	3	INSTALL	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	DISTRIBUTION GUying FOR SW POLE. SEE DETAIL 4 SHEET 5
0/15	INSTALL	35' NW	1	1/2 DE DOWN 8' - GYT1D8	0100	5	INSTALL	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	GUying FOR NE POLE. SEE DETAIL 4 SHEET 5
0/15	INSTALL	60' E	1	1/2 DE DOWN 8' - GYT1D8	0100	5	INSTALL	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	GUying FOR NE POLE. SEE DETAIL 4 SHEET 5
0/15	INSTALL	25' S	2	7/16 DE DOWN 8' - GYT7D8	0100	4	INSTALL	1	TRIPLE HELIX 10-12-14 - ANTH3	2 A	DISTRIBUTION GUying FOR NE POLE. SEE DETAIL 4 SHEET 5

DIERINGER TAP STRINGING SAG TABLE 1 STRUCTURE 0/12B TO STRUCTURE 0/12C						
TEMP DEG FAHR	TENSION LBS MAX #2500	795 AAC ARBUTUS NESC MED LOAD, INITIAL, R/S=119FT SPAN LENGTH IN FEET - SAG IN FEET				
0	2656	0.5				
10	2207	0.6				
20	1806	0.7				
30	1471	0.9				
40	1214	1.1				
50	1030	1.3				
60	898	1.5				
70	800	1.7				
80	725	1.9				
90	667	2.0				
100	619	2.2				

DIERINGER TAP STRINGING SAG TABLE 2 STRUCTURE 0/12C TO STRUCTURE SUB DE						
TEMP DEG FAHR	TENSION LBS MAX #2500	795 AAC ARBUTUS NESC MED LOAD, INITIAL, R/S=177FT SPAN LENGTH IN FEET - SAG IN FEET				
0	2104	1.4				
10	1803	1.6				
20	1565	1.9				
30	1380	2.1				
40	1233	2.4				
50	1119	2.6				
60	1028	2.9				
70	954	3.1				
80	892	3.3				
90	840	3.5				
100	796	3.7				

CALL (800)424-5555 2 BUSINESS DAYS BEFORE YOU DIG
THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF FACILITIES

PROJECT PHASE	ORDER#	FOREMAN (Check Box if Complete)
NOTIFICATION	11484524	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION.
SUPERIOR		☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED.
CAPITAL	111025247	☐ FIELD CHANGES RED-LINED ON AS-BUILTS.
REMOVAL	108114325	☐ MATERIAL VERIFIED AND CHANGES NOTED ON PAPERWORK.
EXPENSE	571016548	☐ TOTAL PRIMARY CABLE NOTED ON AS-BUILT.
ST LIGHT		☐ COMPANY ID #'s RECORDED IN CORRECT LOCATION ON AS-BUILT.
		☐ INDICATE CORRECT FUSE SIZE ON AS-BUILT & VERIFY PROPER PHASE.
		☐ DEVIATIONS NOTED ON THE AS-BUILT AND THEIR REASON

"Locates Required" Yes ☐ No ☐
"Outages Required" Yes ☐ No ☐
"Flagging Required" Yes ☐ No ☐

Foreman's Signature _____ Employee ID# _____
Company _____

REV#	DATE	BY	DESCRIPTION	REAL ESTATE/EASEMENT	PERMIT
3					
2					
1					

COUNTY	TSG MAP	TLN #	POWER WK CTR	FUNCTION	CONTACT	PHONE NO	DATE
PIERCE	08C	97		PROJECT MGR	D. AGUIRRE	757-535-1716	
1/4 SEC	OH CIRC MAP	UG CIRC MAP		ENGR-POWER	D. SEYMOUR	206-418-9269	
Sec2	T20 ROSE			DRAWN BY	V. SCHAEFER	425-424-7984	03/25/22
U-MAP				CHECKED BY			
				APPROVED BY			
				FOREMAN #1			
				FOREMAN #2			
				MAPPING			

JOINT FACILITIES ARRANGEMENTS			
UTILITIES			
CONTACT			
PHONE#			

	PUGET SOUND ENERGY ELECTRIC SYSTEM ENGINEERING
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WHITE RIVER - ALPAC (115 KV)
2398 148TH AVE E
SUMNER, WA 98390

INCIDENT #	REV #
	0
SAP ORDER NUMBER	
111025247	
SCALE	PAGE
1"=100'	4/5

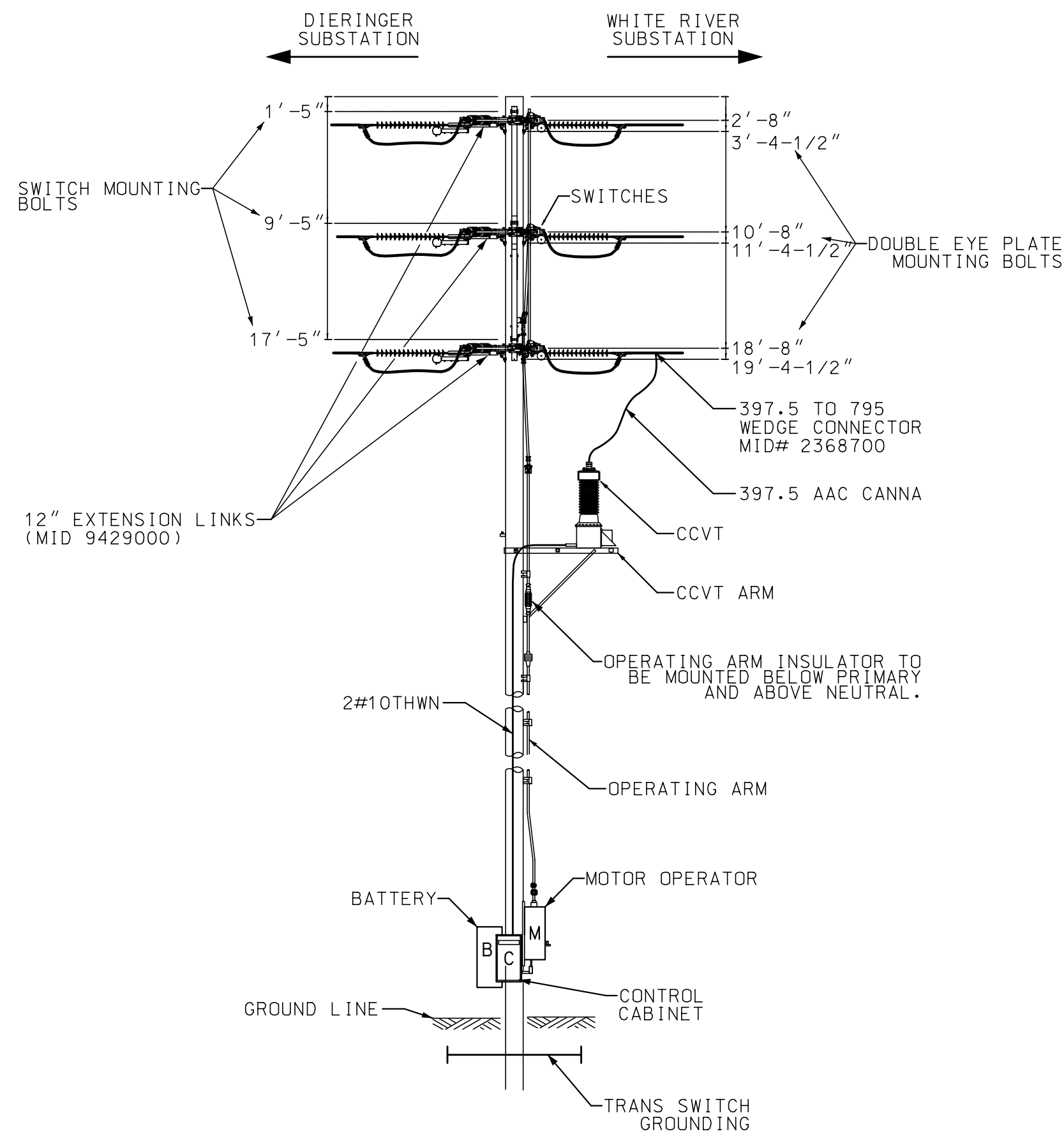
Page 13 of 14
06/08/2022

TRANSMISSION DRAINING SOURCE:
T-01340 sh 02

REBUILT TO:
T-01268 sh 02

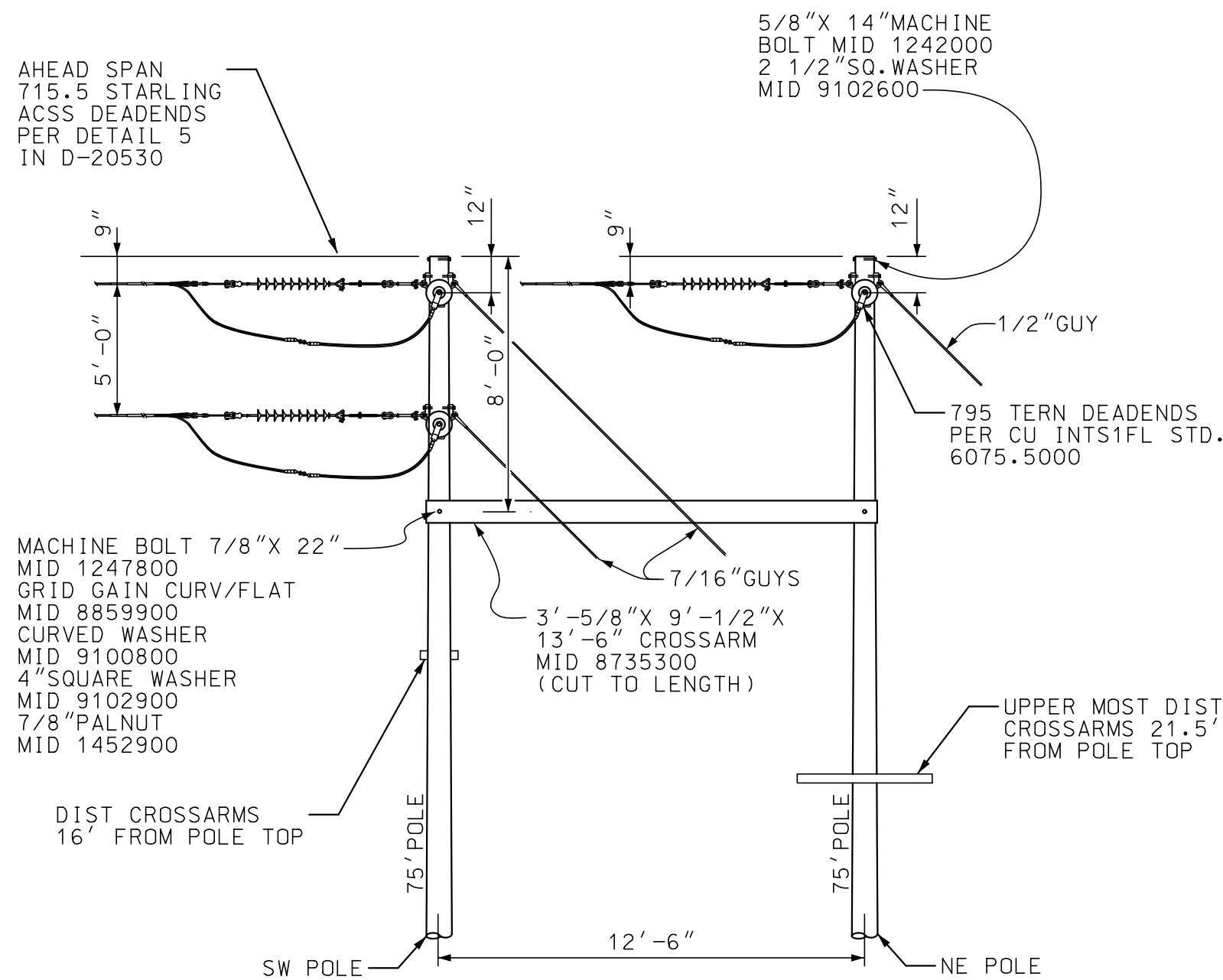
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City of Sumner - Alpaca 115 KV - 111025247.dgn
Page 33 of 196

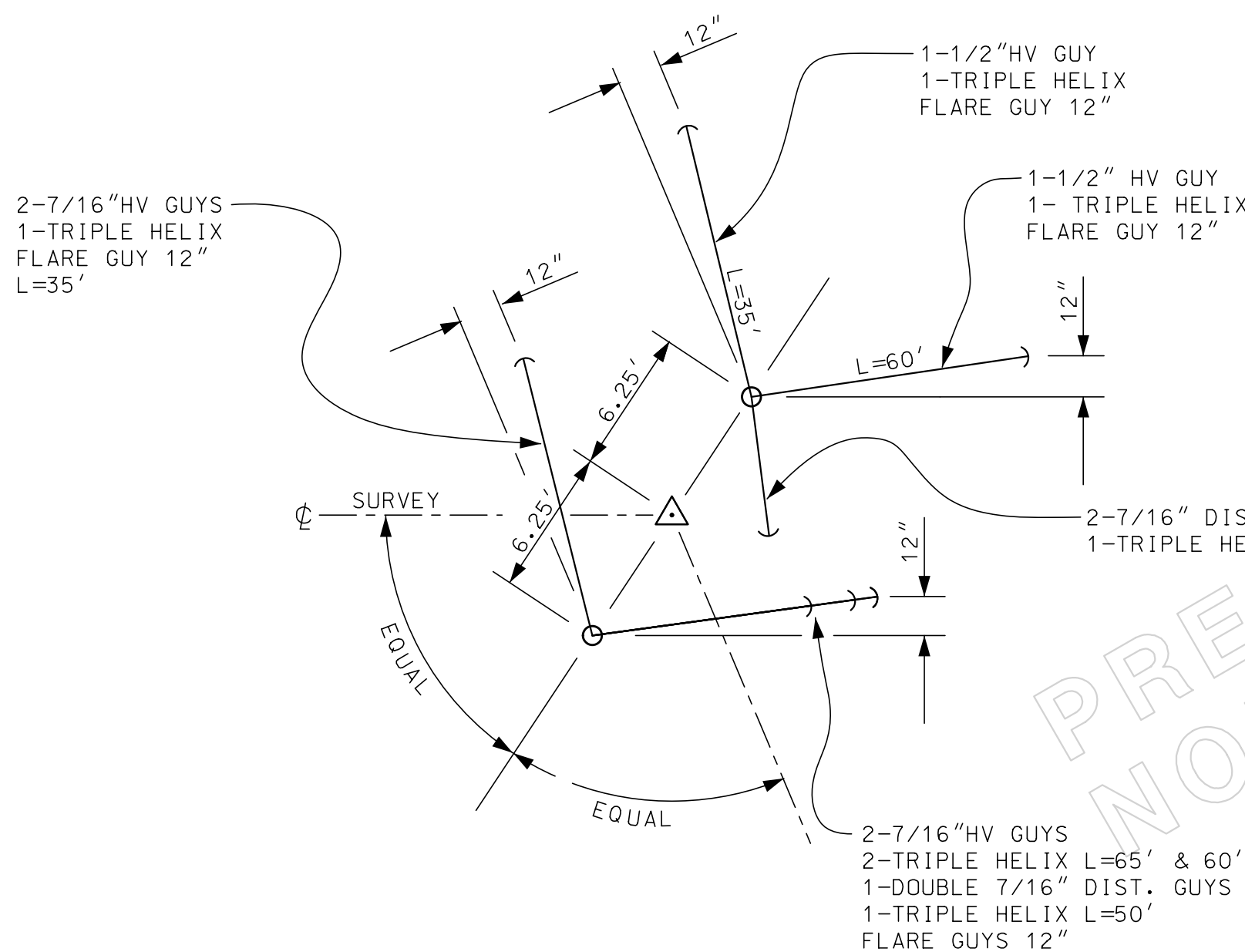


DETAIL 1
STRUCTURE 0/12A
POLE ORIENTATION PROFILE
OBSERVER FACING NORTH
NOT TO SCALE
PDNXXXX

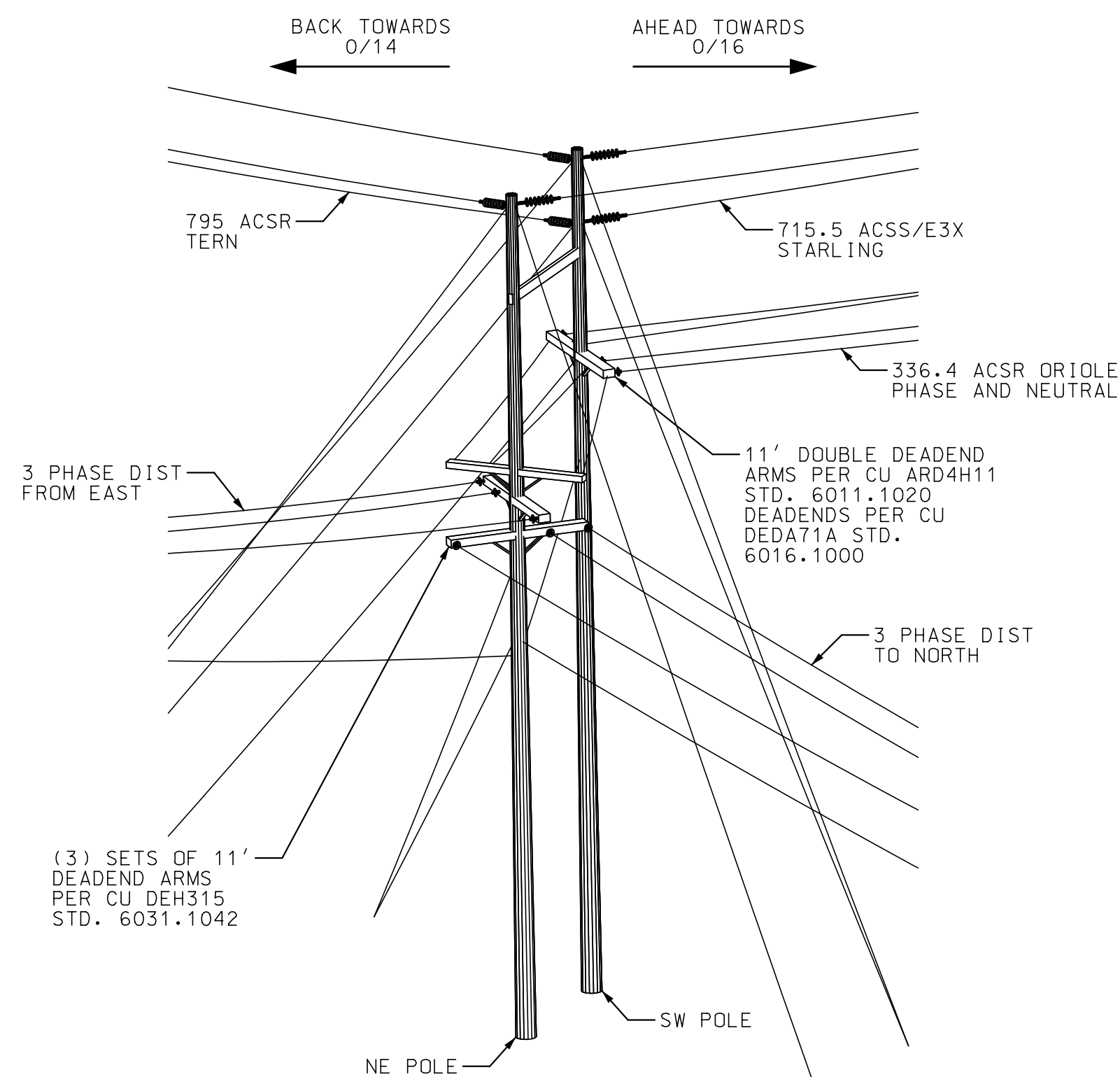
PDNXXXX
TRANSMISSION POLE 0/12A STA 41+82 (GRID# 569922-121154)
INSTALL 75/H6 SWITCH POLE PER STANDARDS 6078.1010 & 6080.1010 FOR UNITIZED SWITCH MID 9947259
INSTALL GROUNDING GRID PER 6014.1000 (GRIDTSW)
INSTALL THE FOLLOWING:
1) INSTALL UNITIZED SWITCH MID 9947259 ON SOUTH SIDE OF POLE, PER MANUFACTURER INSTRUCTIONS
2) INSTALL MOTOR OPERATOR (MID 5026100) WITH BRACKET (MID 9998825)
3) INSTALL BATTERY ENCLOSURE (MID 9520000), BATTERY BRACKET (MID 9998826), BATTERY CHARGER (MID 9514900), AND BATTERIES (MID 9998831)
4) INSTALL CONTROL CABINET (MID 9946653)
5) INSTALL SWITCH AND GRID NUMBERS
INSTALL NEW SECONDARY OH TRIPLEX FROM GRID# 569922-157142 FOR POWER
CONTACT [XXXXXX XXXXXX] AT XXX-XXX-XXXX FOR SUBSTATION DETAILS



DETAIL 2
STRUCTURE 0/15: SPECIAL DEADEND
FACING NORTH
NOT TO SCALE



DETAIL 4
STRUCTURE 0/15 GUYING
NOT TO SCALE



DETAIL 3
STRUCTURE 0/15: SPECIAL DEADEND
FACING SOUTHWEST
NOT TO SCALE

CALL (800)424-5555 2 BUSINESS DAYS BEFORE YOU DIG THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF FACILITIES					
PROJECT PHASE		ORDER#	FOREMAN (Check Box if Complete)		
POWER	NOTIFICATION	11484524	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION.		
	SUPERIOR		☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED.		
	CAPITAL	111025247	☐ FIELD CHANGES RED-LINED ON AS-BUILTS.		
	REMOVAL	108114325	☐ MATERIAL VERIFIED AND CHANGES NOTED ON PAPERWORK.		
EXPENSE		571016548	☐ TOTAL PRIMARY CABLE NOTED ON AS-BUILT.		
ST LIGHT			☐ COMPANY ID #'s RECORDED IN CORRECT LOCATION ON AS-BUILT.		
			☐ INDICATE CORRECT FUSE SIZE ON AS-BUILT & VERIFY PROPER PHASE.		
			☐ DEVIATIONS NOTED ON THE AS-BUILT AND THEIR REASON		
"Locates Required"		Yes ☐ No ☐	Foreman's Signature _____ Employee ID# _____		
"Outages Required"		Yes ☐ No ☐	Company _____		
"Flagging Required"		Yes ☐ No ☐			
REV#	DATE	BY	DESCRIPTION	REAL ESTATE/EASEMENT	PERMIT
3					
2					
1					
COUNTY		TSG MAP	TLN #	POWER WK CTR	
PIERCE		08C	97		
1/4 SEC		OH CIRC MAP	UG CIRC MAP		
Sec2		T20 R05E			
U-MAP		CIRCUIT NO.			
2005E07					
JOINT FACILITIES ARRANGEMENTS					
UTILITIES					
CONTACT					
PHONE#					
PSE PUGET SOUND ENERGY ELECTRIC SYSTEM ENGINEERING					
WHITE RIVER - ALPAC (115 KV) 2398 148TH AVE E SUMNER, WA 98290					
INCIDENT # REV # 0 SAP ORDER NUMBER 111025247 SCALE 1"=100' PAGE 5/5					

TRANSMISSION DRAWING SOURCE:
T-01340 sh 02

REBUILT TO:
T-01268 sh 02

111025247

SUBJECT: WRRP PSE Transmission Relocation - Alderton 230kv Construction Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,291,504

Within Budget Allocation: Yes

ATTACHMENTS:

1. Agreement

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

As part of the White River Restoration project, multiple utilities are being relocated. Many of the electrical utilities owned by Puget Sound Energy (PSE) are within a PSE easement, so costs for the relocation are placed onto the City and BNSF. This agreement is to reimburse PSE for the City's portion of construction costs (expected to be \$1,291,504) to relocate the large 230kv transmission poles outside of the project area.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/5/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Puget Sound Energy, as part of the White River Restoration (CIP14-10), substantially in a form approved by the City Attorney.

FACILITY RELOCATION AGREEMENT

This Agreement, dated as of June 8, 2022, is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation (“PSE”), and City of Sumner, (“Government Entity”). PSE and the Government Entity are sometimes referred to herein individually as a "Party" and collectively as the “Parties.”

RECITALS

A. PSE owns and operates certain utility systems and facilities necessary and convenient to the transmission and distribution of electricity ("Facilities") that are located on or in relation to certain operating rights ("Existing Operating Rights"). The Facilities and Existing Operating Rights are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. The Government Entity plans to construct the Lower White River Restoration Project (“Improvements”).

C. In connection with the Improvements, the Government Entity has requested that PSE perform certain engineering design work and certain construction work relating to modification or relocation of its Facilities (the "Relocation Work"), all in accordance with and subject to the terms and conditions of this Agreement, and any applicable tariff on file with the Washington Utilities and Transportation Commission (the “WUTC”).

D. The Government Entity has provided to PSE a written plan for the Improvements (the “Improvement Plan”) which includes, among other things, (a) plans and specifications sufficient in detail, as reasonably determined by PSE, for PSE to design and perform the Relocation Work, including reasonably detailed drawings showing the planned Improvements, (b) a list of the key milestone dates for the Improvements, and (c) information concerning possible conflicts between PSE's Facilities and other utilities or facilities.

The Parties, therefore, agree as follows:

AGREEMENT

Section 1. Relocation Work

1.1 Relocation Work. The Relocation Work is described in Exhibit B attached to this Agreement.

1.2 Performance of Relocation Work. Subject to the terms and conditions of this Agreement and any applicable tariffs on file with the WUTC, PSE shall use reasonable efforts to perform the Relocation Work. PSE shall perform the Relocation Work in accordance with the schedule provided in Exhibit B (the “Relocation Schedule”) with

reasonable diligence in the ordinary course of its business and in light of any operational issues as to the remainder of its utility systems that may be influenced by the Relocation Work. PSE shall have no liability to the Government Entity or any third party, nor shall the Government Entity be relieved or released from its obligations hereunder, in the event of any delay in the performance of the Relocation Work due to any (a) repair, maintenance, improvement, renewal or replacement work on PSE's utility systems, which work is necessary or prudent as determined by PSE in its sole discretion; or (b) actions taken by PSE which are necessary or consistent with prudent utility practices to protect the performance, integrity, reliability or stability of PSE's utility systems or any systems to which such systems are connected.

1.3 Adjustments to the Relocation Work. PSE shall notify the Government Entity in writing of any reasonably anticipated adjustments to the Relocation Work (including the Relocation Schedule and/or Relocation Cost Estimate) that result from (a) the revision or modification of any Improvements in a manner that requires PSE to revise its plans and specifications for the Relocation Work; (b) delays in PSE's performance of the Relocation Work caused by the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives); or (c) conditions or circumstances otherwise beyond the control of PSE that reasonably and in good faith prevents PSE from complying with the Relocation Schedule. PSE's written notice shall be provided to the Government Entity within 30 days of PSE receiving written notification by the Government Entity, or any agent or representative, of any revision or modification of the Improvements, or within 30 days of discovering any delay, condition, or circumstances beyond PSE's control which reasonably and in good faith causes a delay in PSE's performance of the Relocation Work. The Parties acknowledge that additional requirements not contemplated by the Parties may arise during the performance of the Relocation Work. In the event such additional requirements arise, the Parties shall provide written notice thereof and shall use good faith reasonable efforts to appropriately respond to such requirements in a prompt and efficient manner, including appropriate adjustments to the Relocation Schedule and/or the Relocation Cost Estimate.

1.4 Performance by Government Entity. In the event the Government Entity is unable to perform its obligations under Sections 2 and 3 below to PSE's reasonable satisfaction, and absent written waiver by PSE of such obligations, the Parties shall use reasonable efforts to adjust the Relocation Schedule to allow additional time for the Government Entity to perform such obligations; provided, that if the Parties cannot reasonably agree upon such schedule adjustment, PSE may, at its option, thereafter terminate this Agreement by giving written notice to the Government Entity, and the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 5.5. PSE's determination as to the satisfaction or waiver of any such condition under this Agreement shall not be deemed to be a determination of satisfaction or waiver of any other condition arising under this Agreement.

1.5 Notice to Proceed with Construction Work. At least 30 days prior to the date specified in the Relocation Schedule for commencement of construction for the

Relocation Work, the Government Entity shall either (a) provide to PSE a written notice to proceed with such construction work, or (b) terminate this Agreement by written notice to PSE. In the event of such termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

Section 2. Operating Rights.

Unless otherwise provided for in Exhibit B, the Government Entity shall be solely responsible for the acquisition of, and any costs related to acquisition of any and all operating rights for the Facilities that are necessary or appropriate, in addition to or as replacement for the Existing Operating Rights, for completion of the Relocation Work ("New Operating Rights"). Such New Operating Rights shall be in PSE's name, shall be of equivalent quality and kind as the Existing Operating Rights and shall be provided in a form acceptable to PSE, all as determined by PSE in its sole discretion. The New Operating Rights shall be provided with sufficient title information demonstrating to PSE's satisfaction that PSE shall obtain clear, good and sufficient title to such rights, if applicable. PSE shall not be obligated to commence the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities as located upon or relative to the Existing Operating Rights, unless and until PSE is in possession of the New Operating Rights.

Section 3. Permits.

The Government Entity shall be solely responsible for the acquisition of, and any costs related to acquisition of any and all permits, licenses, certificates, inspections, reviews, impact statements, determinations, authorizations, exemptions or any other form of review or approval given, made, done, issued or provided by any one or more governmental authorities with jurisdiction necessary or convenient for the Relocation Work (collectively, "Permits"). The Permits shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence construction for the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Permits necessary for the Relocation Work. The Government Entity shall be responsible for performance of and any costs associated with any mitigation required by the Permits.

Section 4. Materials and Ownership

Unless specifically agreed otherwise in writing by the Parties, PSE shall provide all necessary materials, equipment and labor required to perform the Relocation Work. All materials, information, property and other items provided for, used or incorporated into the Relocation Work (including but not limited to the Facilities) shall be and remain the property of PSE.

Section 5. Relocation Costs

5.1 Estimate. PSE's good faith estimate of the costs to perform the Relocation Work (the "Relocation Cost Estimate") is \$1,291,504. The Parties agree that the Relocation Cost Estimate is an estimate only and PSE shall be entitled to reimbursement of all actual costs incurred in or allocable to the performance of the Relocation Work.

5.2 Costs in Excess of Estimate. PSE shall use its best efforts to monitor its actual costs incurred during the performance of the Relocation Work and meet its good faith estimate. In the event PSE determines that any costs are likely to exceed the Relocation Cost Estimate, PSE shall so notify the Government Entity in writing within 2 working days of receiving reasonable notice regarding any such costs and include the reasons for the excess costs along with a preliminary cost estimate. The Government Entity shall be afforded the right to work with PSE on any proposed cost saving measures associated with the additional work. PSE shall not unreasonably deny cost saving measures proposed by the Government Entity. If a solution is not presented or agreed upon, PSE may, at its discretion, suspend performance of the Relocation Work and PSE shall not be obligated to continue with performance of any Relocation Work unless and until PSE receives the Government Entity's written acceptance of PSE's Preliminary Cost Estimate and written notice to proceed with the Relocation Work. In the event PSE does not receive such acceptance and notice from the Government Entity within ten (10) working days from the date of PSE's notice, then PSE may, at its discretion, terminate this Agreement. In the event of such termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

5.3 Relocation Costs. The Government Entity shall be responsible for, and shall reimburse PSE for, all costs and expenses incurred by PSE in connection with the performance of the Relocation Work (the "Relocation Costs"). For purposes of this Agreement, the Relocation Costs shall include, without limitation, any and all direct and indirect costs incurred by PSE in connection with the performance of the Relocation Work, including, but not limited to, labor, personnel, supplies, materials, overheads, contractors, consultants, attorneys and other professionals, administration and general expenses and taxes.

5.4 Statement of Costs - Invoice. Within sixty (60) days of the completion of the Relocation Work, PSE shall provide the Government Entity with a statement and invoice of the actual Relocation Costs incurred by PSE. PSE shall provide, within a reasonable period after receipt of any written request from the Government Entity, such documentation and information as the Government Entity may reasonably request to verify any such invoice.

5.5 Costs Upon Termination of Agreement. In the event either Party terminates this Agreement, the Government Entity shall promptly pay PSE, the following:

- (a) all costs and expenses incurred by PSE in connection with the Relocation Work (including, without limitation, all Relocation Costs incurred through

the date of termination and such additional costs as PSE may incur in connection with its suspension or curtailment of the Relocation Work and the orderly termination of the Relocation Work); and

(b) all costs and expenses incurred by PSE in returning and restoring the Facilities to normal and reliable commercial operations.

5.6 Payment. The Government Entity shall, within thirty (30) days after the receipt of an invoice for costs payable under this Agreement, remit to PSE payment for the full amount of the invoice.

Section 6. Indemnification

6.1 Indemnification. The Government Entity releases and shall defend, indemnify and hold harmless PSE from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. PSE releases and shall defend, indemnify and hold harmless the Government Entity from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of PSE in its performance under this Agreement. During the performance of such activities employees or contractors of each Party shall at all times remain employees or contractors, respectively, that Party and shall not be, or be construed to be, employees or contractors, respectively, of the other Party.

6.2 Title 51 Waiver. Solely for purposes of enforcing the indemnification obligations of a Party under this Section 6, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 6 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

Section 7. Disclaimers and Limitation of Liability

7.1 Disclaimer. PSE makes no representations or warranties of any kind, express or implied, with respect to the Relocation Work or other items or services provided under this Agreement including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing or usage of trade.

7.2 Limitation of Liability. In no event shall PSE or the Government Entity be liable, whether in contract, warranty, tort or otherwise, to any other party or to any other

person for any indirect, incidental, special or consequential damages arising out of the performance or nonperformance of the Relocation Work or this Agreement.

Section 8. Miscellaneous

8.1 Tariffs Control. This Agreement is in all respects subject to all applicable tariffs of PSE now or hereafter in effect and on file with the WUTC. In the event of any conflict or inconsistency between any provision of this Agreement and any such tariff, the terms of the tariff shall govern and control.

8.2 Survival. Sections 2, and 4 through 8 shall survive any termination of this Agreement. Subject to the foregoing, and except as otherwise provided herein, upon and following termination of this Agreement neither Party shall have any further obligations arising under this Agreement and this Agreement shall be of no further force or effect.

8.3 Waiver. The failure of any Party to enforce or insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or relinquishment of any such provision or any other provision in that or any other instance; rather, the same shall be and remain in full force and effect.

8.4 Entire Agreement. This Agreement, including any exhibits hereto, sets forth the complete and integrated agreement of the Parties. This Agreement cannot be amended or changed except by written instrument signed by the Party to be bound thereby.

8.5 Force Majeure. In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; storm, flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a force Majeure Event, in connection with the Relocation Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligation in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay cause by a Force Majeure Event.

8.6 Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.7 Notice. Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below the Parties' respective signatures on this Agreement. Either Party may from time to time change such address by giving the other Party notice of such change in accordance with this section.

8.8 Governing Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. This Agreement shall be fully binding upon the Parties and their respective successors, assigns and legal representatives.

In witness whereof, the Parties have executed this Agreement as of the date set forth above.

PSE:

Puget Sound Energy, Inc.

By _____

Its _____

Address: _____

Attn: _____

Government Entity:

By _____

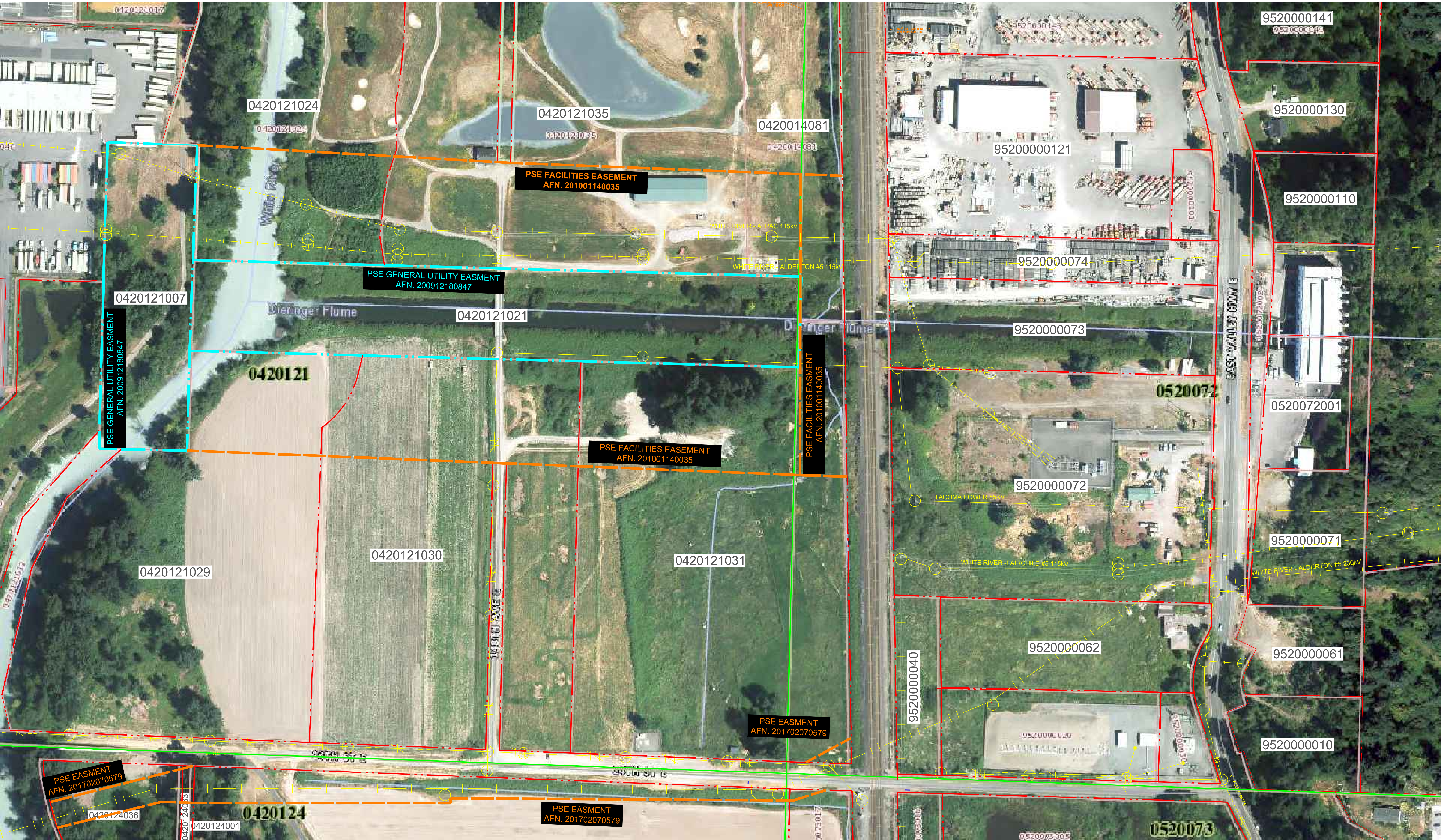
Its _____

Address: _____

Attn: _____

EXHIBIT A

FACILITIES AND EXISTING OPERATING RIGHTS



GENERAL NOTES

- ALL WORK IS TO BE COMPLETED PER PSE STANDARDS & PRACTICES. COPIES OF ALL PSE STANDARDS ARE AVAILABLE UPON REQUEST.
- WORK SITES SHALL BE KEPT CLEAR OF DEBRIS AND ALL CONSTRUCTION MATERIALS, EQUIPMENT AND PACKING SHALL BE REMOVED DAILY.
- RETURN ALL UNUSED AND REMOVED POLES, TRANSFORMERS AND HARDWARE TO PSE STOREROOM. ALL COPPER SHALL BE COILED AND RETURNED THE DAY IT IS REMOVED FROM THE POLES. REMOVE ALL UNUSED PINS AND INSULATORS.
- RETURN ALL STREET LIGHTS, AREA LIGHTS AND FLOODLIGHTS TO PSE.

PRECONSTRUCTION

- NOTIFY APPROPRIATE CITY, COUNTY OR DOT AUTHORITIES 48 TO 72 HOURS, OR AS REQUIRED BY PERMITTING AGENCY, IN ADVANCE OF STARTING WORK IN RIGHT-OF-WAY INVOLVING A PERMIT.
- ALL DISTRIBUTION SYSTEM SWITCHING SHALL BE APPROVED BY SYSTEM OPERATIONS A MINIMUM OF 48 HOURS IN ADVANCE. ALL TRANSMISSION SYSTEM SWITCHING SHALL BE SCHEDULED WITH THE LOAD OFFICE A MINIMUM OF 3 WEEKS IN ADVANCE.
- NOTIFY CUSTOMERS OF ALL OUTAGES 48 HOURS IN ADVANCE.
- EROSION CONTROL PROCEDURES SHALL BE USED IN ACCORDANCE WITH THE MINIMAL REQUIREMENTS SPECIFIED IN PSE STD 0150.3200 "TECHNIQUES FOR TEMPORARY EROSION AND SEDIMENT CONTROL".
- WORK SHALL NOT BEGIN UNTIL ALL EASEMENTS AND STREET USE PERMITS HAVE BEEN SECURED. FINAL NOTIFICATION TO PROCEED SHALL BE GIVEN BY THE PROJECT MANAGER.

WORK DRAWINGS AND DOCUMENTS

- MARK ALL FIELD CHANGES, EQUIPMENT ID NUMBERS AND UNDERGROUND CABLE INFORMATION IN RED ON FOREMAN'S COPY OF WORKSKETCH.
- RETURN ONE FOREMAN'S COPY OF WORKSKETCH TO PROJECT MANAGER AT COMPLETION OF JOB.
- WHEN PERMITS ARE REQUIRED, A COPY SHALL BE AVAILABLE ON WORK SITE AT ALL TIMES.

SAFETY

- REFER TO PSE STANDARDS 6275.xxxx FOR SYSTEM GROUND REQUIREMENTS.
- PROPER LINE CLEARANCES SHALL BE TAKEN AT THE BEGINNING, AND RELEASED AT THE END, OF EACH WORK DAY, OR AS OTHERWISE INSTRUCTED BY THE SYSTEM OPERATOR.
- PROVIDE SIGNS, BARRICADES, AND TRAFFIC CONTROL IN CONFORMANCE WITH PERMIT REGULATIONS AND LOCAL TRAFFIC REGULATIONS.

PROJECT NOTES

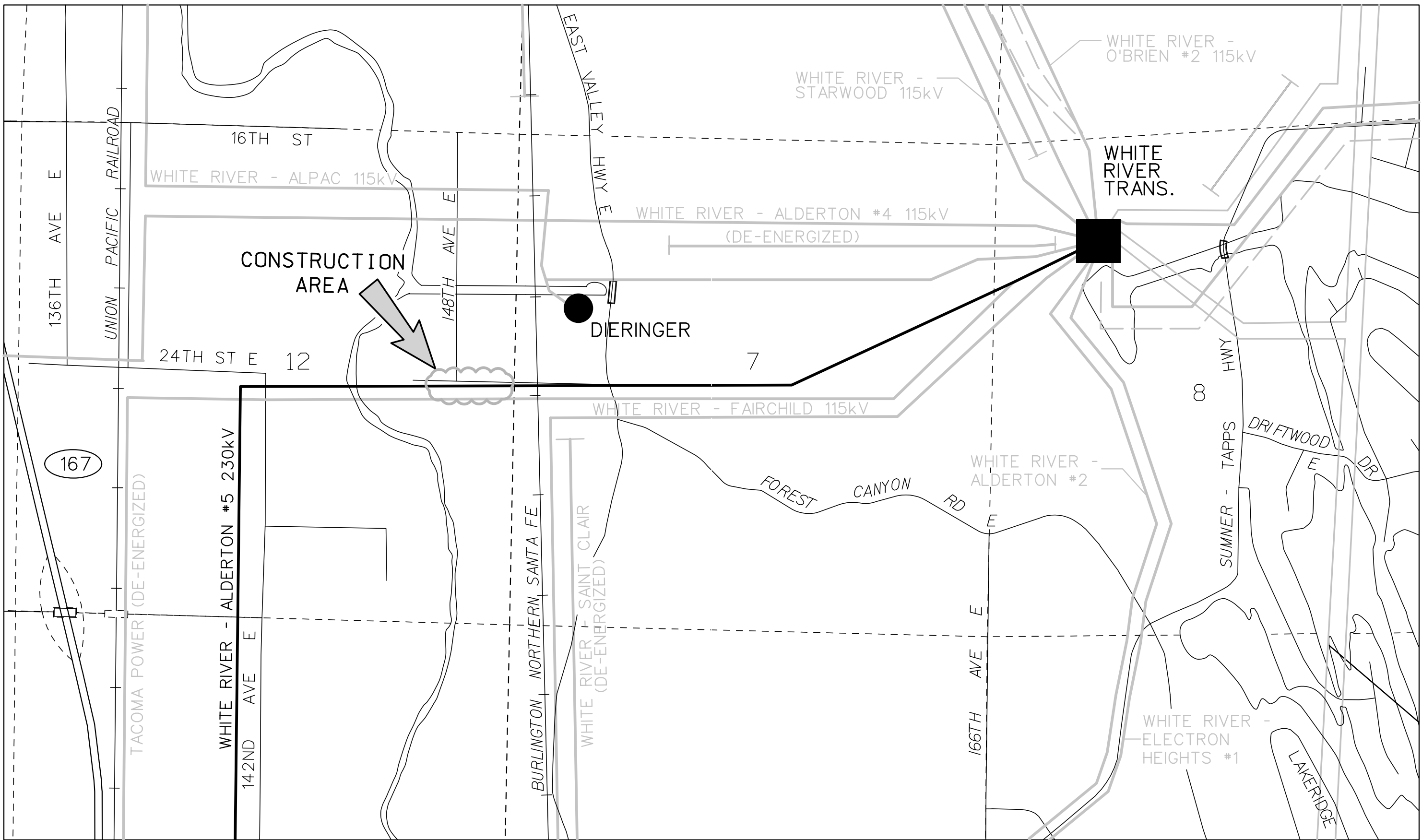
ENGINEER: DAN SEYMOUR PHONE: 206-418-9269

PROJECT SCOPE

- REPLACE OR MODIFY STRUCTURES 0/11 TO 1/3 TO ACCOMMODATE BNSF STAGING YARD AND CITY OF SUMNER RIVER RESTORATION PROJECT

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD NOTES FOR WOOD POLES CONSTRUCTION, DWG D-12842 SH 1 OF 1.
- THE ENGINEER SHALL BE CONTACTED WITH REGARDS TO ALL TECHNICAL INFORMATION. THE ENGINEER SHALL HAVE SOLE AUTHORITY TO APPROVE ANY AND ALL CONSTRUCTION CHANGES.
- DESIGN DETAILS AND NOTES SHALL SUPPLEMENT THE STANDARDS REFERENCED IN THIS DRAWING.



VICINITY MAP

STRINGING SAG TABLE 1
STRUCTURE 0/10 TO STRUCTURE 1/1

TEMP DEG FAHR	TENSION LBS	NESC MEDIUM LOADING, INITIAL, R/S=529' 1590 ACSS FALCON					
	MAX	SPAN LENGTH IN FEET - SAG IN FEET					
	12,856	469	573				
0	12,117	4.6	6.9				
10	11,790	4.7	7.1				
20	11,453	4.9	7.3				
30	11,113	5.0	7.5				
40	10,762	5.2	7.7				
50	10,408	5.4	8.0				
60	10,061	5.5	8.3				
70	9,702	5.8	8.6				
80	9,352	6.0	8.9				
90	9,008	6.2	9.2				
100	8,671	6.4	9.6				

STRINGING SAG TABLE 2
STRUCTURE 1/1 TO STRUCTURE 1/2

TEMP DEG FAHR	TENSION LBS	NESC MEDIUM LOADING, INITIAL, R/S=956' 1590 ACSS FALCON					
	MAX	SPAN LENGTH IN FEET - SAG IN FEET					
	13,986	956					
0	11,932	19.4					
10	11,717	19.8					
20	11,499	20.1					
30	11,287	20.5					
40	11,075	20.9					
50	10,864	21.3					
60	10,655	21.7					
70	10,453	22.2					
80	10,248	22.6					
90	10,049	23.1					
100	9,854	23.5					

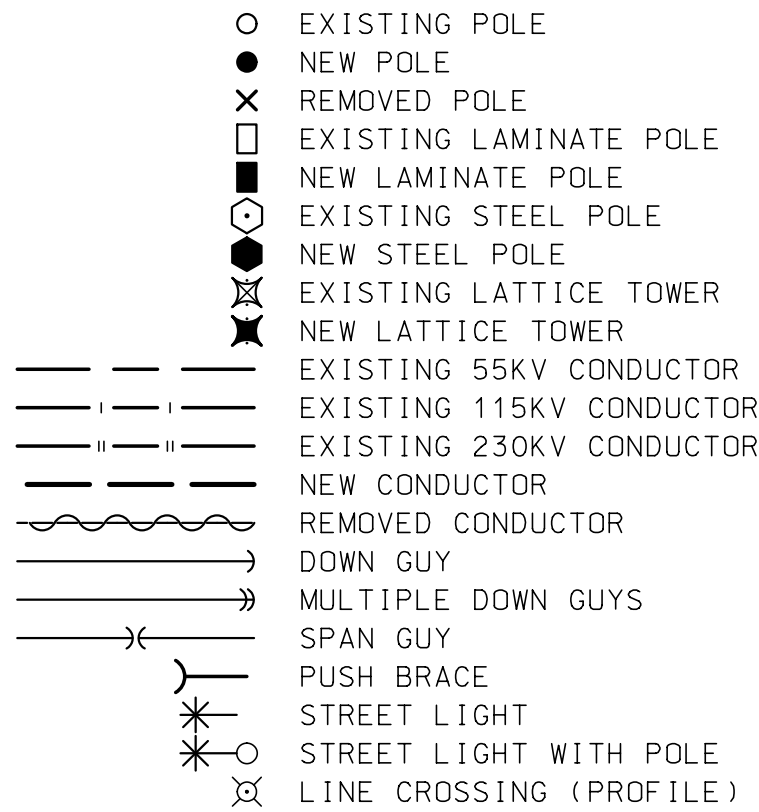
STRINGING SAG TABLE 3
STRUCTURE 1/2 TO STRUCTURE 1/5

TEMP DEG FAHR	TENSION LBS	NESC MEDIUM LOADING, INITIAL, R/S=645' 1590 ACSS FALCON					
	MAX	SPAN LENGTH IN FEET - SAG IN FEET					
	13,194	351	738	654			
0	12,049	2.6	11.5	9.1			
10	11,753	2.7	11.8	9.3			
20	11,458	2.7	12.1	9.5			
30	11,155	2.8	12.5	9.8			
40	10,852	2.9	12.8	10.1			
50	10,549	3.0	13.2	10.3			
60	10,247	3.0	13.6	10.7			
70	9,946	3.1	14.0	11.0			
80	9,647	3.2	14.4	11.3			
90	9,352	3.3	14.9	11.7			
100	9,067	3.4	15.3	12.0			

STRINGING SAG TABLE 4
STRUCTURE 0/10 TO STRUCTURE 1/1

TEMP DEG FAHR	TENSION LBS	NESC MEDIUM LOADING, INITIAL, R/S=526' 7#8 ALUMOWELD					
	MAX	SPAN LENGTH IN FEET - SAG IN FEET					
	4200	468	572				
0	3802	1.9	2.8				
10	3669	2.0	2.9				
20	3541	2.0	3.0				
30	3410	2.1	3.1				
40	3279	2.2	3.3				
50	3151	2.3	3.4				
60	3023	2.4	3.5				
70	2901	2.5	3.7				
80	2775	2.6	3.9				
90	2653	2.7	4.0				
100	2534	2.8	4.2				

TRANSMISSION SYMBOL LEGEND



- SEE 0300.1000 FIGURE 19 FOR DISTRIBUTION SYMBOL LEGEND

ABBREVIATION KEY

ANCH	ANCHOR
BRKT	BRACKET
CHG	CHANGE
CL	CLASS
C/N	COMMON NEUTRAL
CU	COPPER
C/O	CUTOUT
DE	DEADEND
DISC	DISCONNECT
DBL	DOUBLE
DA	DOUBLE ARM
DDE	DOUBLE DEADEND
DWN GUY	DOWN GUY
E	EAST
INST	INSTALL
LATL	LATERAL
LB	LOADBREAK
MT	MOUNT
NEUT	NEUTRAL
N	NORTH
OH	OVERHEAD
PH	PHASE
PTP	POLE TOP PIN
PRI	PRIMARY
RELOC	RELOCATE
REPL	REPLACE
REMV	REMOVE
R/C	RIGID CLEVIS
SVC	SERVICE
SGL	SINGLE
SA	SINGLE ARM
S	SOUTH
SWBD	SWITCH BOARDS
SW GRDS	SWITCH GROUNDS
SW#	SWITCH NUMBER
TAN	TANGENT
TEL/TV	TELEPHONE/TELEVISION
TERM	TERMINATION
X-FER	TRANSFER
XFMR	TRANSFORMER
XMSN	TRANSMISSION
TPLX	TRIPLEX
UG	UNDERGROUND
W	WEST
W/	WITH
VERT	VERTICAL

STRINGING SAG TABLE 5
STRUCTURE 1/1 TO STRUCTURE 1/2

TEMP DEG FAHR	TENSION LBS	NESC MEDIUM LOADING, INITIAL, R/S=956' 7#8 ALUMOWELD					
	MAX	SPAN LENGTH IN FEET - SAG IN FEET					
	4200	954					
0	2740	10.9					
10	2647	11.3					
20	2558	11.7					
30	2471	12.1					
40	2390	12.5					
50	2310	12.9					
60	2236	13.3					
70	2162	13.8					
80	2095	14.2					
90	2030	14.7					
100	1968	15.1					

STRINGING SAG TABLE 6
STRUCTURE 1/2 TO STRUCTURE 1/4

TEMP DEG FAHR	TENSION LBS	NESC MEDIUM LOADING, INITIAL, R/S=639' 7#8 ALUMOWELD					
	MAX	SPAN LENGTH IN FEET - SAG IN FEET					
	4200	350	738				
0	3547	1.1	5.0				
10	3422	1.2	5.2				
20	3297	1.2	5.4				
30	3172	1.3	5.6				
40	3050	1.3	5.8				
50	2931	1.4	6.1				
60	2811	1.4	6.3				
70	2698	1.5	6.6				
80	2585	1.6	6.9				
90	2474	1.6	7.2				
100	2369	1.7	7.5				

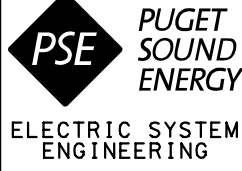
STRINGING SAG TABLE 7
STRUCTURE 1/4 TO STRUCTURE 1/5

TEMP DEG FAHR	TENSION LBS	NESC MEDIUM LOADING, INITIAL, R/S=645' 7#8 ALUMOWELD					
	MAX	SPAN LENGTH IN FEET - SAG IN FEET					
	4200	654					
0	3508	4.0					
10	3380	4.1					
20	3258	4.3					
30	3136	4.5					
40	3014	4.7					
50	2894	4.8					
60	2778	5.0					
70	2665	5.3					
80	2554	5.5					
90	2447	5.7					
100	2343	6.0					

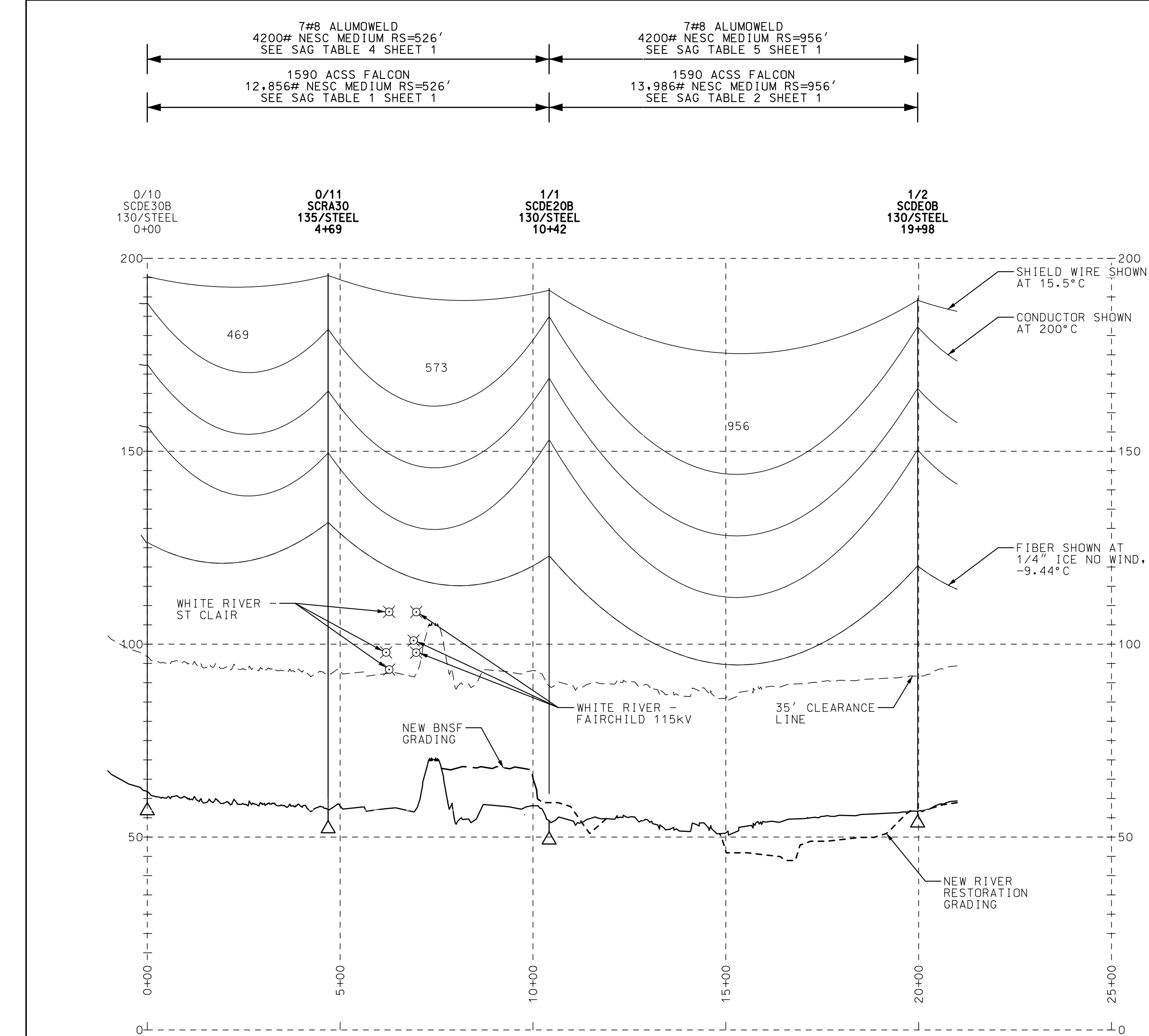
CALL (800)424-5555 2 BUSINESS DAYS BEFORE YOU DIG
THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF FACILITIES

PROJECT PHASE		ORDER#	FOREMAN (Check Box if Complete)	
POWER	NOTIFICATION SUPERIOR	11467227	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION.	
	CAPITAL REMOVAL	111024827	☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED.	
	EXPENSE	108109509	☐ FIELD CHANGES RED-LINED ON AS-BUILTS.	
	ST LIGHT	571015970	☐ MATERIAL VERIFIED AND CHANGES NOTED ON PAPERWORK.	
"Locations Required"		Yes ☐ No ☐	☐ TOTAL PRIMARY CABLE NOTED ON AS-BUILT.	
"Outages Required"		Yes ☐ No ☐	☐ COMPANY ID #'s RECORDED IN CORRECT LOCATION ON AS-BUILT.	
"Flagging Required"		Yes ☐ No ☐	☐ INDICATE CORRECT FUSE SIZE ON AS-BUILT & VERIFY PROPER PHASE.	
			☐ DEVIATIONS NOTED ON THE AS-BUILT AND THEIR REASON	
			Foreman's Signature _____	
			Employee ID# _____	
REV#	DATE	BY	DESCRIPTION	REAL ESTATE/EASEMENT
3				
2				
1				
			FUNCTION	CONTACT
			ENGR-POWER	D. AGUIRRE
			DRAWN BY	D. SEYMOUR
			CHECKED BY	V. SCHAEFER
			APPROVED BY	
			FOREMAN #1	
			FOREMAN #2	
			MAPPING	
JOINT FACILITIES ARRANGEMENTS				
UTILITIES				
CONTACT				
PHONE#				
COUNTY		TSG MAP	TLN #	POWER WK CTR
KING		08C	244	
1/4 SEC		OH CIRC MAP	UG CIRC MAP	
Sec12 T20 R04E				
U-MAP		CIRCUIT NO.		
2004E045				
INCIDENT #		REV #	SAP ORDER NUMBER	
		0	111024827	
SCALE		PAGE	PAGE	
1"=100'		1/3	1/3	

WHITE RIVER - ALDERTON (230 KV)
24TH ST E NEAR THE BNSF TRACKS
SUMNER WA 98390



Plotfile: 2/18/2022 @2:08:09 PM 111024827.dgn



POLE OR STAKE NO	STATION	ACTION	TRANS DESIGN TEMP	POLE LENGTH	POLE CLASS	DRILLING SPECIFICATIONS 1025-1400	TYPE	STANDARD PRACTICE	GRID NUMBER	CAISON AND FOUNDATION DETAILS	STEEL STRUCTURE DETAILS	REMARKS	GPS	
													LAT	LONG
0/10	0+00	EXIST	200°C	130	STEEL		SCDE30B		569875-157161	D19282, D19339	D-18635			
0/11	4+69	MODIFY	200°C	135	STEEL		SCRA30		569849-157124	D19281, D19340	D-18635	3 INSULATORS ON BISECTOR NORTHWEST. REPLACE EXISTING INSULATORS WITH HIGH STRENGTH VERSION. MID 9995751. REFERENCE D-18635 DETAIL IIA	47.23591752	-122.2273029
1/1	10+42	SET NEW	200°C	130	STEEL		SCDE20B		569838-157069	D20440	D-18635	SET NEW POLE/FOUNDATION 68' WEST IN-LINE WITH AHEAD SPAN AS STAKED	47.23534896	-122.2294526
1/2	19+98	SET NEW	200°C	130	STEEL		SCDE0B		569839-156973	D20440	D-18635	SET NEW POLE/FOUNDATION 285' WEST OF EXISTING AS STAKED	47.23531104	-122.2332985

POLE RETIREMENT TABLE

POLE OR STAKE NO	GRID NUMBER	POLE DATA		YEAR INSTALLED	TOPPED	RMVD	TEMP TRANSFERS			ST. LIGHT TRANSFERS		REMARKS
		POLE LENGTH	POLE CLASS				TEL	TV	FIBER	TRAN	RMVD	ID NUMBER
1/1	569829-157077	135	STEEL	2017	☐	☐	☐	☐	☐	☐	☐	
1/2	569829-157004	130	STEEL	2017	☐	☐	☐	☐	☐	☐	☐	

Foundation design is still in early stages. Foundations are anticipated to be reinforced concrete pier with the following preliminary dimensions:

Structure 1/1: 10' diameter, 43' depth
Structure 1/2: 10' diameter, 53' depth

GENERAL NOTES

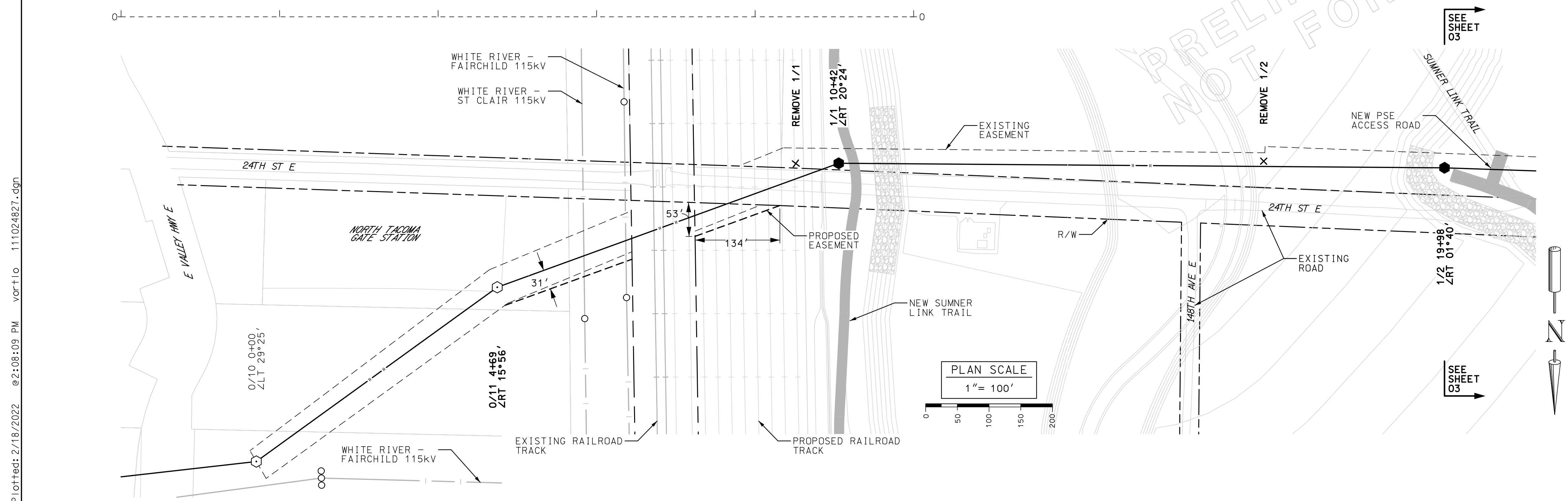
- FOUNDATION REVEAL FOR EXISTING STRUCTURES IS REFLECTED IN POLE HEIGHT SHOWN ON THE PROFILE
- INITIAL FOUNDATION REVEAL FOR NEW STRUCTURE 1/1 PRIOR TO CITY/BNSF PROJECT IS 7'. FINAL FOUNDATION REVEAL IS 2' AFTER CITY/BNSF PROJECT
- FINAL REVEAL OF NEW STRUCTURE 1/2 WILL BE 2' AFTER CITY RIVER PROJECT

CONSTRUCTION NOTES

- INSTALL NEW FOUNDATION FOR 1/1 PER DETAIL DRAWINGS D-20440 AND D-20441 68' WEST OF EXISTING IN-LINE WITH AHEAD SPAN AS STAKED
- INSTALL NEW FOUNDATION FOR 1/2 PER DETAIL DRAWINGS D-20440 AND D-20441 285' WEST OF EXISTING AS STAKED
- INSTALL NEW STEEL STRUCTURES 1/1 & 1/2 ON NEW FOUNDATIONS. REFERENCE D-18635 DETAILS 1 & 7 FOR DOUBLE DEADEND FRAMING ASSEMBLY DETAILS

CONDUCTOR NOTES

- PUT CONDUCTORS AT STRUCTURE 0/11 IN TRAVELERS AND DEADEND EXISTING CONDUCTOR EAST AT NEW 1/1. SAG SPANS 0/10 TO 1/1 PER SAG TABLE 1 AND CUT EXCESS CONDUCTOR AT 1/1
- STRING NEW 1590 ACSS FALCON CONDUCTOR BETWEEN NEW STRUCTURES 1/1 & 1/2. SAG PER SAG TABLE 2
- PUT CONDUCTORS AT STRUCTURE 1/3 IN TRAVELERS AND DEADEND EXISTING CONDUCTOR WEST AT NEW 1/2. SAG SPANS 1/2 TO 1/5 PER SAG TABLE 3 AND CUT EXCESS CONDUCTOR AT 1/2
- STRING NEW 7#8 ALUMOWELD SHIELD WIRE FROM STRUCTURE 0/10 TO 1/5 PER SAG TABLES 4-7. REFERENCE D-18635 DETAILS 3 & 4 FOR TANGENT AND DEADEND ASSEMBLIES.
- INSTALL CONDUCTOR VIBRATION DAMPERS AT STRUCTURES 0/11, 1/1, 1/2 & 1/3 PER D-18635 SH 6
- INSTALL SHIELD WIRE VIBRATION DAMPERS AT STRUCTURES 0/11, 1/1, 1/2, 1/3, AND 1/5 PER D-18635 SH 5.



CALL (800)424-5555 2 BUSINESS DAYS BEFORE YOU DIG
THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF FACILITIES

PROJECT PHASE	ORDER#	FOREMAN (Check Box if Complete)					
NOTIFICATION	11467227	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION.					
SUPERIOR		☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED.					
CAPITAL	111024827	☐ FIELD CHANGES RED-LINED ON AS-BUILTS.					
REMOVAL	108109509	☐ MATERIAL VERIFIED AND CHANGES NOTED ON PAPERWORK.					
EXPENSE	571015970	☐ TOTAL PRIMARY CABLE NOTED ON AS-BUILT.					
ST. LIGHT		☐ COMPANY ID #'s RECORDED IN CORRECT LOCATION ON AS-BUILT.					
		☐ INDICATE CORRECT FUSE SIZE ON AS-BUILT & VERIFY PROPER PHASE.					
		☐ DEVIATIONS NOTED ON THE AS-BUILT AND THEIR REASON					
"Locates Required"	Yes ☐ No ☐	Foreman's Signature _____ Employee ID# _____					
"Outages Required"	Yes ☐ No ☐	Company _____					
"Flagging Required"	Yes ☐ No ☐						
REV#	DATE	BY	DESCRIPTION	REAL ESTATE/EASEMENT	PERMIT		
3							
2							
1							
COUNTY	TSG MAP	TLN #	POWER WK CTR	FUNCTION	CONTACT	PHONE NO	DATE
KING	08C	244		PROJECT MGR	D. AGUIRRE	757-535-1716	
1/4 SEC	OH CIRC MAP	UG CIRC MAP	CHECKED BY	ENGR-POWER	D. SEYMOUR	206-418-9269	
Sec12	T20 R04E		APPROVED BY	DRAWN BY	V. SCHAEFER	425-424-7984	02/10/22
U-MAP	CIRCUIT NO.		FOREMAN #1				
2004E045			FOREMAN #2				
			MAPPING				
JOINT FACILITIES ARRANGEMENTS							
UTILITIES							
CONTACT							
PHONE#							
PSE	PUGET SOUND ENERGY						
ELECTRIC SYSTEM ENGINEERING							
WHITE RIVER - ALDERTON (230 KV) 24TH ST E NEAR THE BNSF TRACKS SUMNER WA 98390				INCIDENT #	REV #		
					0		
				SAP ORDER NUMBER		111024827	
				SCALE		1"=100'	PAGE 2/3

TRANSMISSION DRAWING SOURCE:

111008108

ASBUILT TO:

T-01479 sh 7-8

111024827

SUBJECT: 24th St E Utility Relocation - Gas Reimbursement Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Agreement

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer, Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

The City of Sumner, in partnership with Pierce County, the Muckleshoot Indian Tribe, and the Puyallup Tribe of Nations, is undertaking a large habitat restoration project along the west side of the White River. The 24th St E Utility Relocation project, which is an early work package for the bigger White River Restoration Project, requires the relocation of a natural gas line owned by Puget Sound Energy (PSE). PSE will relocate the gas line, at their expense, and abandon their existing gas line in place. City staff has worked with PSE to develop an agreement for PSE to reimburse the City for the costs to remove the abandoned gas lines as part of the 24th St E Utility Relocation project. This allows for the White River Restoration project to proceed, following the 24th St E Utility Relocation project, to accommodate the planned habitat improvements.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/5/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Puget Sound Energy, Inc., in an amount not-to-exceed (\$76,258.36) for the removal of the abandoned gas lines as part of the 24th St E Utility Relocation Project (CIP 18-03) for the White River Restoration Project (CIP14-10), substantially in a form approved by the City Attorney.



STATEMENT OF WORK

No.

This Statement of Work No. _____ (“SOW”) adopts and incorporates by reference the terms and conditions of the [governing agreement name and Number] dated as of [date] (“MSA”), as it may be amended from time to time, between (“Supplier”), and **Puget Sound Energy, Inc.** (“PSE”). This SOW is effective as of the date of the last signature below (“Effective Date”) and will remain in effect until [Date] unless earlier terminated in accordance with the MSA.

Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the MSA. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

1 **PROJECT DESCRIPTION**

1.1 **Scope**

1.1.1 Supplier will perform the following Services:

- a. Fill the deactivated carrier and casing pipes under the BNSF railroad tracks with CDF.

Remove the deactivated gas main in conflict with the river re-channelization.

For purposes of clarity, if a particular action, function, or responsibility is not specifically described herein, but is reasonably required for the proper performance and provision by Supplier or is an inherent part of or a necessary sub-task included within the Services, such action, function or responsibility will be considered to be a part of the Services hereunder.

1.1.2 PSE will be responsible for the following activities:

- a. Reimbursing the City of Sumner for work performed.

1.2 **Location**

Services will be performed at PSE’s offices in [Tacoma], Washington, or at such other location as otherwise agreed between the Parties.

Remote access to PSE’s systems is not required. Any access to PSE’s facilities and/or systems will be in compliance with the MSA (including the Information Security Requirements Addendum, if applicable), and PSE’s then-current security policies and procedures.

1.3 **Services Term**

Services are estimated to begin on 10/17/2022 and complete by 10/21/2022

1.4 Supplier Personnel

- a. All of the following key personnel assigned to this SOW by Supplier will remain working under the SOW throughout its term (for as long as they remain employed by Supplier).

Role	Key Personnel Name	Office #	Mobile #	e-mail
PSE Project Manager	Jeff Kiesz	n/a	206-348-2347	Jeff.kiesz@pse.com
City of Sumner Engineer	Alisa O'Haver-Ayala	n/a	253-778-9373	alisao@sumnerwa.gov

- b. Other Supplier resources assigned to this SOW include:

Role	Responsibilities	Qualifications

- c. The following are approved Subcontractors as permitted under Section 3.1 of the MSA:

Subcontractor	Role

- d. NERC-CIP certification **is/is not** required for SOW resources.

2 PRICING

2.1 SOW Pricing Table

The table below includes all costs to be paid by PSE in connection with the performance of the Services. All costs are based on the scope included in this SOW. The grand total amount shown below will not be exceeded except as specified in Section 3.1.

Resource Category	Not to Exceed Hours	Hourly Rate	Extended (Hours x Rate)
Gas Main Removal and CDF			
	Subtotal		
	Estimated Expenses		
	Grand Total (Not to Exceed)		\$76,258.36

Time & Materials costs to be invoiced within 30 days after the end of each calendar month for any amounts payable for Services rendered during such month.

2.2 Payment Terms; Invoicing

2.2.1 Payment terms will be as specified in the MSA.

2.2.2 Invoices will be submitted as follows:

- a. if Supplier has established an Ariba trade relationship with PSE, Supplier will submit an electronic invoice and any other supporting documentation via the Ariba Network eProcurement portal; **or**
- b. if Supplier is not enabled to transact with PSE in Ariba, Supplier will email the invoice referencing this SOW number to the PSE Contact identified below.

2.3 Expenses

2.3.1 No Supplier expenses are authorized under this SOW.

3 PROJECT MANAGEMENT

3.1 Project Change Management Procedure

In the event a change is identified that affects the scope, timeline, or cost of the Services, Supplier will determine, at its expense, any schedule and cost adjustments and submit a change request to the PSE Project Contact for review. Approved changes will be executed by the Parties as a "Change Order" to this SOW. No performance against the modified scope can take place prior to the execution of the applicable Change Order.

3.2 Communication; Engagement

Supplier will provide prompt notice of any risk or issue that has the potential to jeopardize the SOW's success, and will participate as appropriate and requested in actions to mitigate the risk.

Supplier will perform cooperatively with any and all PSE resources or third parties with respect to the SOW.

4 CONTACT INFORMATION

PSE Contact: Name: Jeff Kiesz Role: Project Manager Office: Tacoma Mobile Phone: 206-348-2347 Email: jeff.kiesz@pse.com Address for Notice:	Supplier Contact: Name: Alisa O'Haver-Ayala Role: City of Sumner Engineer Office: 1104 Maple St, Suite 260 Mobile Phone: 253-778-9373 Email: alisao@sumnerwa.gov Address for Notice: (name and email)
PSE Invoice Contact: (if different from above): Name: Role: Office: Mobile Phone: Email:	

5 AUTHORIZATION

Intending to be legally bound, PSE and Supplier have caused their duly authorized representatives to execute this Statement of Work in the space provided below.

PSE/Accepted and Agreed:
Puget Sound Energy, Inc.

/Accepted and Agreed:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBJECT: 24th St E Utility Relocation - Easement from City to PSE Gas

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$17,848

Within Budget Allocation: Yes

ATTACHMENTS:

1. Easement for PSE from City
-

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer, Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

In order to construct the 24th St E Utility Relocation project, as an Early Work package for the greater White River Restoration project, Puget Sound Energy (PSE) needs to relocate their natural gas line. The City has negotiated an easement for the new PSE gas alignment north of the 24th St E right-of-way in the amount of \$17,848.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/5/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion granting PSE an easement for the new gas alignment as part of the 24th Street Utility relocation project (CIP18-03) and authorizing the Mayor or her designee to execute all necessary easement documents with Puget Sound Energy, substantially in a form approved by the City Attorney.

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate- Major Projects Dept.
PO Box 97034 / EST-06E
Bellevue, WA 98009-9734
Attn: Kristine Maristela



EASEMENT

GRANTOR (Owner): **CITY OF SUMNER, a municipal corporation of the State of Washington**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **SEC 12, T20N, R04E & SEC 7, T20N, R05E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **042012-1031**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF SUMNER, a municipal corporation of the State of Washington** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Pierce County, Washington:

**REVISED LOT 10 OF THE CITY OF SUMNER BOUNDARY LOT ADJUSTMENT
PLN2013-00076, RECORDED OCTOBER 11, 2013, AUDITOR'S FILE NUMBER
201310115005, RECORDS OF PIERCE COUNTY, WASHINGTON.**

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

**A DIAGRAM DEPICTING THE APPROXIMATE LOCATION OF THE EASEMENT AREA IS
ATTACHED HERETO AS EXHIBIT "B", AS A VISUAL AID ONLY.**

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas. Such systems may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this _____ day of _____, 20_____.

OWNER: **CITY OF SUMNER, a municipal corporation of the State of Washington**

By: _____
(name)

Its: _____
(title)

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person(s) who signed as _____, of **CITY OF SUMNER, a municipal corporation of the State of Washington**, the **corporation type** that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said **corporation type** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said **corporation type**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at _____

My Appointment Expires: _____

Notary seal, text and all notations must be inside 1" margins

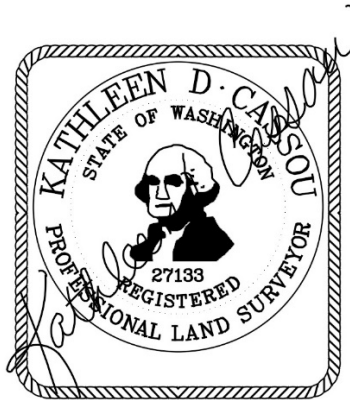
EXHIBIT A

UTILITY EASEMENT DESCRIPTION
SEC. 12, T. 20 N., R. 4 E. & SEC. 7, T. 20 N., R. 5 E., W.M.
CITY OF SUMNER, PIERCE COUNTY, WASHINGTON
TAX PARCEL NUMBER 0420121031

THAT PORTION OF REVISED LOT 10 OF THE CITY OF SUMNER BOUNDARY LINE ADJUSTMENT PLN2013-00076, RECORDED OCTOBER 11, 2013, AUDITOR'S FILE NUMBER 201310115005, RECORDS OF PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10 ALSO BEING THE NORTHERLY MARGIN OF 24TH STREET EAST;
THENCE NORTH 01°33'39" EAST ALONG THE WESTERLY LINE OF SAID LOT 10, A DISTANCE OF 4.48 FEET;
THENCE SOUTH 88°15'43" EAST, A DISTANCE OF 26.98 FEET;
THENCE SOUTH 88°11'43" EAST, A DISTANCE OF 400.60 FEET;
THENCE SOUTH 88°15'20" EAST, A DISTANCE OF 193.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 10 AND THE WESTERLY MARGIN OF THE BURLINGTON NORTHERN SANTA FE RAILWAY;
THENCE ALONG SAID EASTERLY LINE SOUTH 00°55'12" EAST, A DISTANCE OF 9.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10 AND THE NORTHERLY MARGIN OF 24TH STREET EAST;
THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 10 AND THE NORTHERLY MARGIN OF 24TH STREET EAST NORTH 88°09'23" WEST, A DISTANCE OF 135.41;
CONTINUING ALONG SAID SOUTHERLY LINE NORTH 87°41'09" WEST, A DISTANCE OF 485.60 FEET TO SOUTHWEST CORNER OF SAID LOT 10 AND THE **POINT OF BEGINNING**.

SAID UTILITY EASEMENT CONTAINING 4,462 SQUARE FEET, MORE OR LESS.

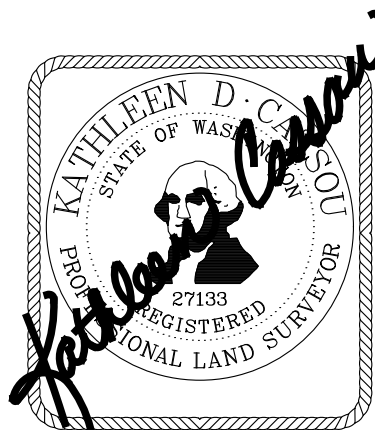
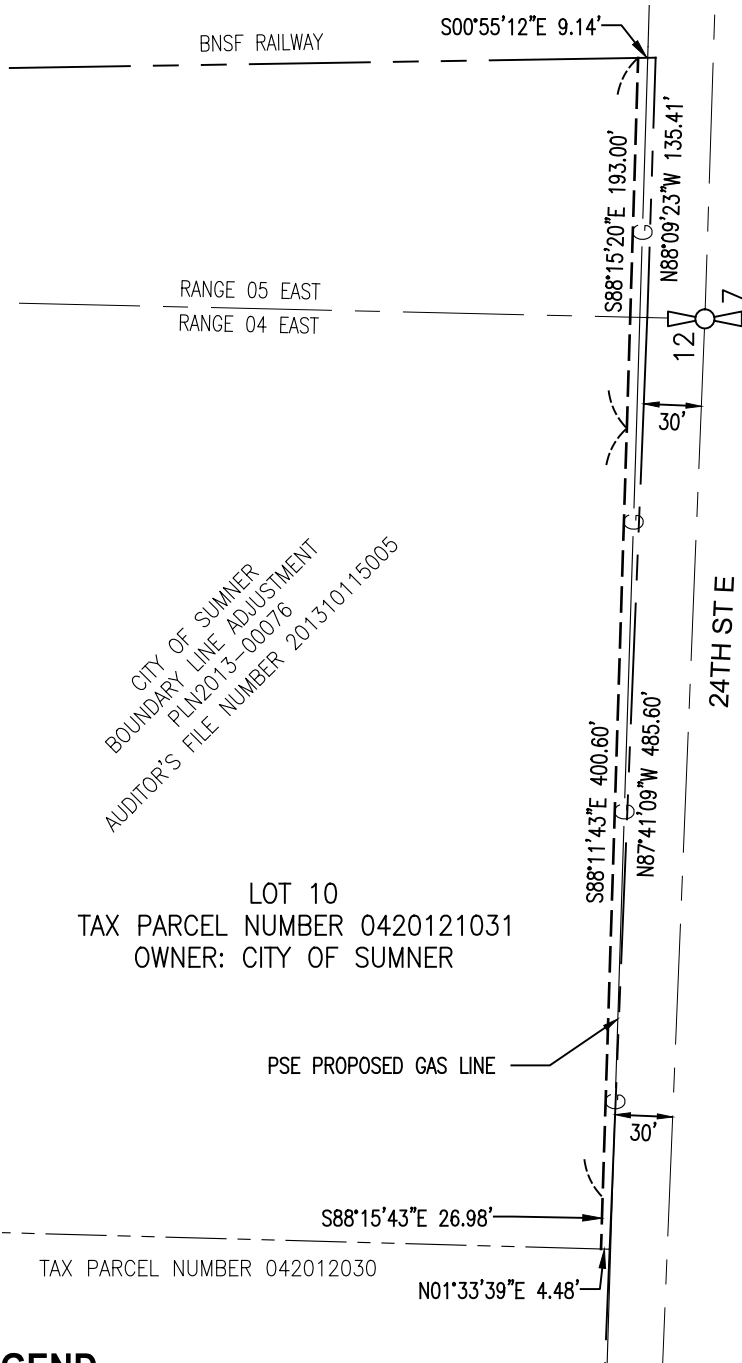


05/05/2022

EXHIBIT B

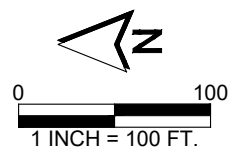
SEC. 12, T20N, R04E & SEC. 7, T20N, R05E, W.M.

UTILITY EASEMENT



LEGEND

— — — — —	SECTION LINE
- - - - -	EASEMENT LINE
— — — — —	LOT LINE
— — — — — G — — — — —	PROPOSED PSE GAS LINE
— — — — —	RIGHT OF WAY LINE



Parametrix

60 WASHINGTON AVE. SUITE 390
BREMERTON, WA 98337

**Puget Sound Energy, Inc.
Real Property Voucher Form**

AGENCY NAME: Puget Sound Energy, Inc. P.O. Box 97034 (EST-06E) Attn: Kristine Maristela Bellevue, WA 98009-9734	<table style="width: 100%;"><tr><td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name</td><td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Date</td></tr><tr><td colspan="2" style="padding-top: 20px;">Phone #: _____</td></tr></table>	Name	Date	Phone #: _____	
Name	Date				
Phone #: _____					
GRANTOR OR CLAIMANT:					

PROJECT NAME:	PUGET SOUND ENERGY Project Name: Sumner HP Gas Relocation project
ASSESSOR PARCEL NUMBER:	042012-1031

In Full and Final Payment for the title or interest conveyed or released, as fully set forth in the attached document:

Easement for HP Gas at 24th St E	\$ 17,848
- 4,462 sf at \$16/sf x 25%= \$17,848	
Total of Final Settlement:	\$17,848

PSE Acquisition Agent:	Kristine Maristela, SR/WA PO Box 97034 (EST-06E) Bellevue, WA 98009-9734 Phone: (425) 456-2772	Date
Puget Sound Energy, Inc:	Bryan Petri, SR/WA PO Box 97034 (EST-06E) Bellevue, WA 98009-9734	Date

SUBJECT: 24th St E Utility Relocation - Easement from PSE Gas to City

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$20,800

Within Budget Allocation: Yes

ATTACHMENTS:

1. Easement for City from PSE

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer, Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

In order to construct the 24th St E Utility Relocation project, as an Early Work package for the greater White River Restoration project, a turnaround needs to be constructed on Puget Sound Energy (PSE) property. The City has negotiated an easement for the land required for the turnaround in the amount of \$20,800

COUNCIL COMMITTEE/STUDY SESSION: PW Committee

MEETING/STUDY SESSION DATE: 7/5/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor to execute any and all necessary easement documents with Puget Sound Energy, as part of the 24th Street Utility relocation project (CIP 18-03) substantially in a form approved by the City Attorney.



June 6, 2022

Puget Sound Energy
c/o Jeff Kiesz
PO Box 97034
Bellevue, WA 98009

Offer Letter

Project Title: White River Restoration Project Phase 2
Parcel No.: 9520000020

Dear Mr. Kiesz:

The City of Sumner plans to proceed with the above-titled public project. As part of the project, the City would like to purchase a portion of property rights on your property identified by the “parcel number” listed above. The bearer of this letter is the City’s agent in completing this transaction.

The purpose of this letter is to notify you of the following:

- The City’s interest in acquiring a portion of your property and/or property rights for this project.
- The City’s determination of just compensation for your property and/or property rights.
- The basic protections afforded to you by law.

As outlined below, the City has established an amount it believes is Just Compensation based on the market value estimated for your property. The City’s offer is as follows:

Lands Conveyed Easement:	882 SF	\$13,500
Improvements:	Gravel	\$1,800
Cost to Cure:	Fence	\$5,500
Total Amount (Rounded)		\$20,800

Your property has been examined by a qualified appraiser and appraisal reviewer who have carefully considered all the elements which contribute to the market value of your property. You, or your designated representative, were provided with an opportunity to accompany the appraiser and appraisal reviewers on all inspections of your property. By law, the appraisers and appraisal reviewers must disregard any general increase or decrease in value caused by the project.

If a mutually agreeable settlement is not reached, the City, acting in the public interest, will use its right of eminent domain to acquire property for public use. In conformity with the Washington State Constitution and laws, the City's legal counsel will file a condemnation suit to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for the property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750.00 of your evaluation costs upon submission of the bills or paid receipts.

The Internal Revenue Service (IRS) requires that the City obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after acceptance of the City's offer, provided that there are not delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, the City becomes the owner of the property purchased and responsible for its control and management.

If you have personal property presently located on the property being acquired by the City that needs to be moved, the City will reimburse you for the cost of moving it through the Relocation Assistance program.

Enclosed please find the following:

- A plan sheet showing the property rights needing to be acquired
- The necessary legal documents for the transferring of the property or property rights.
- Real Estate Excise Tax Affidavit
- Voucher
- W-9 per IRS requirements
- A copy of the valuation of your property
- Title Report
- Escrow Agreement
- Transportation Needs and You Brochure (explaining the Right of Way acquisition process)

This letter has been sent to provide a concise statement of City's offer and summary of your rights. Please feel free to direct any questions you may have to the undersigned. Thank you for your time and consideration.

Sincerely,



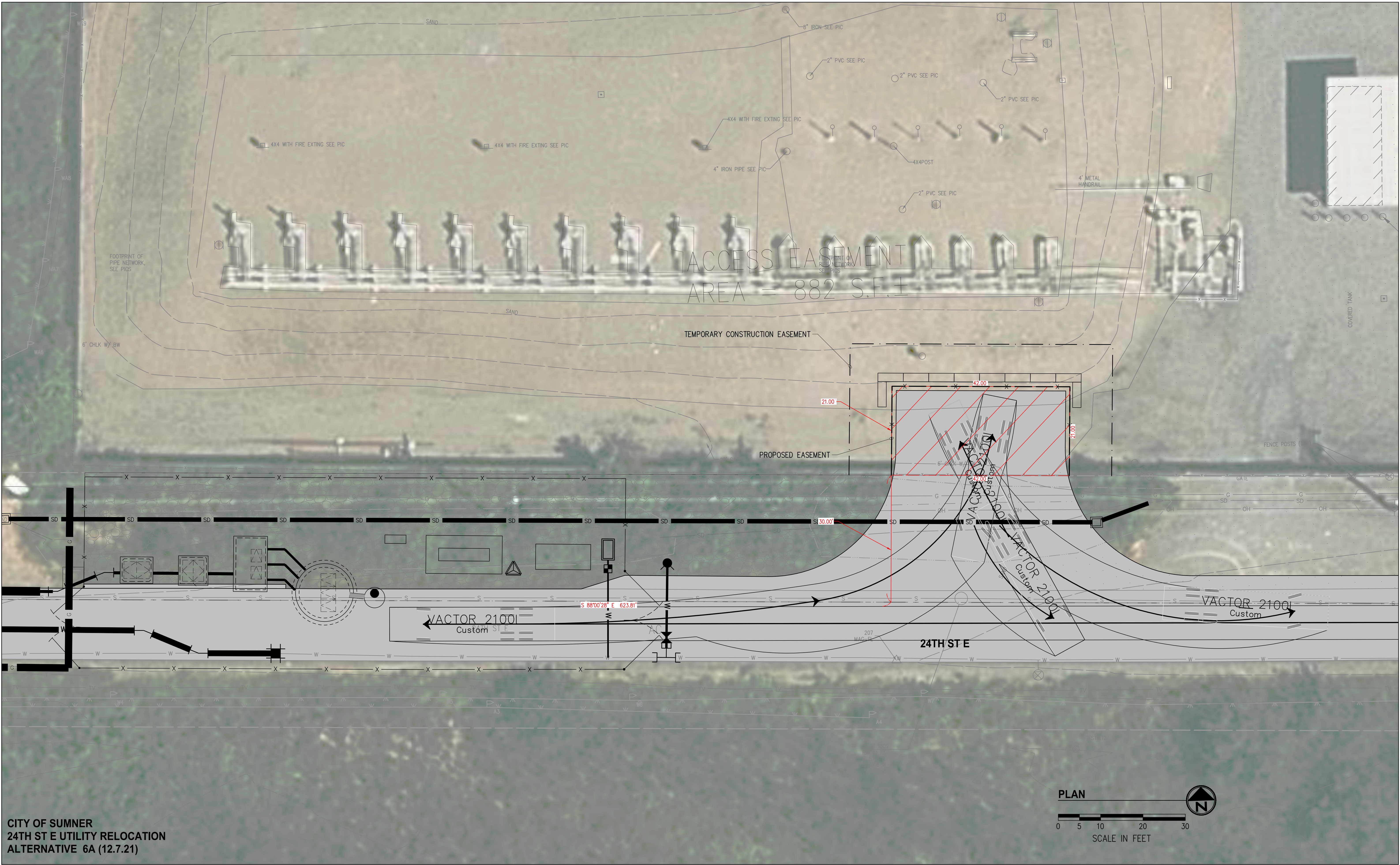
Marge Bailey
Sr. Right of Way Agent
mbailey@tierra-row.com
253-439-7143

Enclosures

Acknowledgment of receipt of Offer Letter

Signature: _____ Date: _____

Signature above does not mean acceptance or rejection of offer.



CITY OF SUMNER
24TH ST E UTILITY RELOCATION
ALTERNATIVE 6A (12.7.21)

PLAN



RETURN TO:

City of Sumner
Public Works Department
1104 Maple Street
Sumner WA 98390

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Easement – ingress and egress
GRANTOR(S):	Puget Sound Energy
GRANTEE:	City of Sumner, a municipal corporation
LEGAL DESCRIPTION:	Exhibit 'A'
ABBREVIATED LEGAL DESCRIPTION:	Ptn Lot 1, White River Garden Tracts V7/P100, Pierce Co.
ASSESSOR TAXPARCEL I.D. NUMBERS:	9520000020
ADDRESS OF PROJECT	24 th Street E - See Exhibit B

THIS INSTRUMENT made this ____ day of _____, 2022, by and between **Puget Sound Energy**, a Washington corporation, ("Grantor") and the CITY OF SUMNER, a Washington municipal corporation ("Grantee").

WITNESSETH that Grantor for and in consideration of mutual benefits derived and/or other valuable consideration receipt of which is hereby acknowledged, does hereby grant, and convey, to Grantee, its successors and/or assigns, an easement for ingress and egress for the purpose of transporting and turnaround of Grantee's personnel and equipment over, through, across and upon the following described property situated in Pierce County, Washington, to accommodate the Grantee's access to, and maintenance of, its adjacent public utility lift station, more particularly described on Exhibit A (the "Easement Area").

No obstructions of any kind whatsoever shall be allowed within the Easement Area that would impede the ingress, egress, and the ability to turn around vehicles and equipment for the purposes herein defined. Grantee shall have the right, but not the obligation, to enter the Easement Area and immediate adjacent incidental areas to remove obstructions and to maintain the Easement Area for its intended use.

Grantor shall retain the right to use the surface of this easement, including the immediately adjacent incidental areas, so long as that use does not interfere with the uses described in this document.

Grantee shall at all times exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee accepts the easement area in its present physical condition, AS IS or as hereafter improved to accommodate the uses outlined herein. Grantee does hereby release, indemnify, and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense actions and claims, including costs and reasonable attorney's fees incurred by Grantor in connection therewith, arising directly on account of or out of the exercise by Grantee, its servants, agents, employees and contractors of the rights granted in this easement.

This easement shall be a covenant running with the land forever and shall be binding on the Grantor's successors, heirs, and assigns.

DATED this ____ day of _____, 2022.

GRANTOR:

Puget Sound Energy, Inc.

By: _____

By: _____

Its: _____

Its: _____

STATE OF WASHINGTON)

)

SS

COUNTY OF _____)

)

On this _ day of _____, 2022, before me a Notary Public in and for the State of Washington, personally appeared _____ and _____, of Puget Sound Energy, Inc. a Washington corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed Name: _____

NOTARY PUBLIC in and for the State

Washington, residing at _____

My Commission Expires: _____

CITY OF SUMNER

By:

Kathy Hayden Mayor

By:

Jason Wilson City Administrator

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared Kathy Hayden and Jason Wilson, representing themselves as Mayor and City Administrator, respectively, of the City of Sumner, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed Name:

NOTARY PUBLIC in and for the State
Washington, residing at

My Commission Expires: _____

Approved to Form:

ATTEST:

By:

Andrea Marquez City Attorney

By:

Michelle Converse City Clerk

EXHIBIT A
PARCEL NO. 9520000020
ACCESS EASEMENT

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS;

BEGINNING AT THE WEST QUARTER-CORNER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN;
THENCE SOUTH 88° 00' 28" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, ALSO BEING THE CENTERLINE OF 24TH STREET EAST, 623.81 FEET;
THENCE NORTH 01° 59' 32" EAST, 30.00 FEET TO THE NORTHERLY MARGIN OF SAID 24TH STREET EAST, AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01° 59' 32" EAST, 21.00 FEET;
THENCE SOUTH 88° 00' 28" EAST, 42.00 FEET;
THENCE SOUTH 01° 59' 32" WEST, 21.00 FEET TO SAID NORTHERLY MARGIN;
THENCE NORTH 88° 00' 28" WEST, 42.00 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 882 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 200187-TG, DATED JANUARY 23, 2020)

PARCEL A:

THAT PORTION OF LOT 1 OF WHITE RIVER GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 100, RECORDS OF PIERCE COUNTY AUDITOR, LYING BETWEEN THE EAST LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY'S RIGHT OF WAY AND OF THE WEST LINE OF THE SUMNER-DIERINGER COUNTY ROAD.
EXCEPT THE WEST 100 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHERN PACIFIC RAILWAY COMPANY'S RIGHT OF WAY;
ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT WITH THE WEST RIGHT OF WAY LINE OF THE SUMNER-DIERINGER COUNTY ROAD;
THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 75 FEET;
THENCE SOUTH TO THE SOUTH LINE OF SAID LOT;
THENCE EAST ALONG SAID SOUTH LINE TO THE SAID WEST RIGHT OF WAY LINE OF THE SUMNER-DIERINGER COUNTY ROAD;
THENCE ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING;
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



18042_ACCESS_EASEMENT_LEGAL.docx

Page 1 of 1
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NW 1/4, SEC. 07, T. 20N., R. 5E., W.M.

ACCESS EASEMENT
AREA = 882 S.F.±



DATE: FEBRUARY, 2021

FILE: 18042_ACCESS_ESMT_EXH.DWG

KPG
Interdisciplinary Design
3101 Elliott Ave
Suite 400
Seattle, WA 98121
(206) 286-1840
www.kpg.com

EXHIBIT **B**
PARCEL 9520000020
ACCESS EASEMENT

After recording return document to:

RETURN TO:

City of Sumner

Public Works Department

1104 Maple Street

Sumner WA 98390

Document Title: Temporary Easement

Reference Number of Related Document: N/A

GRANTOR: Puget Sound Energy, a Washington corporation, successor by merger to Washington Natural Gas Company, a Delaware corporation

GRANTEE: City of Sumner, a municipal corporation

LEGAL DESCRIPTION: See Exhibit 'A'

ABBREVIATED LEGAL DESCRIPTION: Ptn Lot 1, White River Garden Tracts V7/P100, Pierce Co.

ASSESSOR TAX PARCEL I.D. NUMBERS: 9520000020

ADDRESS OF PROJECT 24th Street E - See Exhibit A

TEMPORARY EASEMENT

City of Sumner – White River project

The Grantor, **Puget Sound Energy, a Washington corporation, successor by merger to Washington Natural Gas Company, a Delaware corporation**, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the City of Sumner, a Washington municipal corporation, and its assigns, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of construction to create the area as depicted in exhibit B.

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

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on June 3, 2023, hereinafter the "Term".

TEMPORARY EASEMENT

Grantee shall provide Grantor written notice no less than 30 days in advance of Grantee's intent to exercise its rights under this Temporary Easement.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

Dated: _____, 2022

Puget Sound Energy, Inc.

By: _____

Print name: _____

Its' _____
Title

Accepted and Approved

City of Sumner

By: _____

Print Name: _____

Title: _____

TEMPORARY EASEMENT

STATE OF WASHINGTON)

) SS

COUNTY OF _____)

On this day of _____, 2022, before me a Notary Public in and for the State of Washington, personally appeared _____, the _____ of Puget Sound Energy, Inc., a Washington corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed Name:

NOTARY PUBLIC in and for the State

Washington, residing at _____

My Commission Expires:

TEMPORARY EASEMENT

EXHIBIT A
PARCEL NO. 9520000020
TEMPORARY CONSTRUCTION EASEMENT

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER-CORNER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN;
THENCE SOUTH 88° 00' 28" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, ALSO BEING THE CENTERLINE OF 24TH STREET EAST, 613.81 FEET;
THENCE NORTH 01° 59' 32" EAST, 30.00 FEET TO THE NORTHERLY MARGIN OF SAID 24TH STREET EAST, AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01° 59' 32" EAST, 31.00 FEET;
THENCE SOUTH 88° 00' 28" EAST, 62.00 FEET;
THENCE SOUTH 01° 59' 32" WEST, 31.00 FEET TO SAID NORTHERLY MARGIN;
THENCE NORTH 88° 00' 28" WEST ALONG SAID NORTHERLY MARGIN, 62.00 TO THE TRUE POINT OF BEGINNING;

CONTAINING 1922 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 200187-TC, DATED JANUARY 23, 2020)

PARCEL A:
THAT PORTION OF LOT 1 OF WHITE RIVER GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 100, RECORDS OF PIERCE COUNTY AUDITOR, LYING BETWEEN THE EAST LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY'S RIGHT OF WAY AND OF THE WEST LINE OF THE SUMNER-DIERINGER COUNTY ROAD.
EXCEPT THE WEST 100 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHERN PACIFIC RAILWAY COMPANY'S RIGHT OF WAY;
ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT WITH THE WEST RIGHT OF WAY LINE OF THE SUMNER-DIERINGER COUNTY ROAD;
THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 75 FEET;
THENCE SOUTH TO THE SOUTH LINE OF SAID LOT;
THENCE EAST ALONG SAID SOUTH LINE TO THE SAID WEST RIGHT OF WAY LINE OF THE SUMNER-DIERINGER COUNTY ROAD;
THENCE ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING;
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

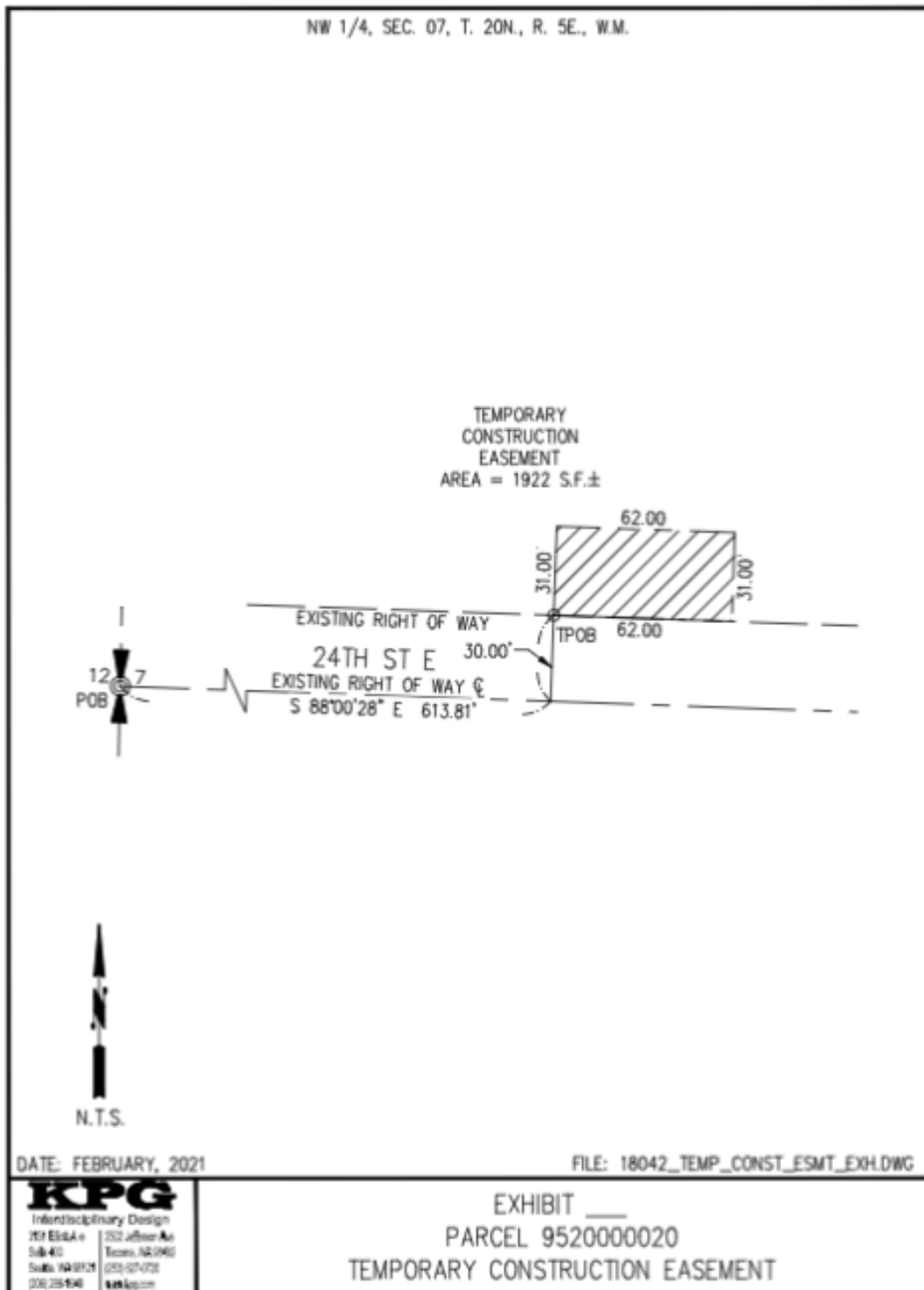


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TEMPORARY EASEMENT

EXHIBIT B



Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after April 1, 2022..
This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.
This form is your receipt when stamped by cashier. *Please type or print.*

Check box if partial sale, indicate %
1 Seller/Grantor
Name

Mailing address
City/state/zip
Phone (including area code)

3 Send all property tax correspondence to: Same as Buyer/Grantee
Name

Mailing address
City/state/zip

4 Street address of property
This property is located in

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

2 Buyer/Grantee
Name

Mailing address
City/state/zip
Phone (including area code)

List all real and personal property tax parcel account numbers

Personal property?

Assessed value(s)

(for unincorporated locations please select your county)

5
Enter any additional codes
(see back of last page for instructions)
Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)?
Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? **If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions)**
6 Is this property designated as forest land per RCW 84.33?
Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34?
Is this property receiving special valuation as historical property per RCW 84.26?
If any answers are yes, complete as instructed below.
(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below.** The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.
This land: does does not qualify for continuance.
Deputy assessor signature Date
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, **sign (3) below.** If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.
(3) NEW OWNER(S) SIGNATURE
Signature Signature
Print name Print name

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption.
WAC number (section/subsection)
Reason for exemption

Gross selling price
*Personal property (deduct)
Exemption claimed (deduct)
Taxable selling price
Excise tax: state
Less than \$500,000.01 at 1.1%
From \$500,000.01 to \$1,500,000 at 1.28%
From \$1,500,000.01 to \$3,000,000 at 2.75%
Above \$3,000,000 at 3%
Agricultural and timberland at 1.28%
Total excise tax: state
Local
*Delinquent interest: state
Local
*Delinquent penalty
Subtotal
*State technology fee
Affidavit processing fee
Total due
A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT
Signature of grantor or agent
Name (print)
Date & city of signing
Signature of grantee or agent
Name (print)
Date & city of signing

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

REV 84 0001a (3/8/22)

THIS SPACE TREASURER’S USE ONLY

COUNTY TREASURER

Print on legal size paper.

Page 74 of 96

REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner Public Works 1104 Maple Street, Suite 260 Sumner, WA 98		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT	DATED
GRANTOR OR CLAIMANT (NAME, ADDRESS)	TIN/SSN:		
Puget Sound Energy PO Box 97034 Bellevue, WA 98009		X Jeff Kiesz	
PROJECT NO. AND TITLE			
White River Restoration Project Phase 2		X	
FEDERAL AID NO.	PARCEL NO.		
	9520000020		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
LAND:			
Fee: 882 SF		+	\$13,500.00
IMPROVEMENTS:			
Gravel		+	\$1,800.00
DAMAGES:			
Cost to Cure: Fence		+	\$5,500.00
Proximity		+	
Other		+	
SPECIAL BENEFITS			
JC (Just Compensation) Amount - Rounded			\$20,800.00
REMAINDER:			
Uneconomic Remnant		+	
Excess Acquisition		+	
DEDUCTIONS:			
Amount Previously Paid			
Performance Bond			
Salvage Amount			
Pre Paid Rent			
Other			
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:			
		+	
ACQUISITION AGENT	DATE	Voucher No.	TOTAL AMOUNT PAID
Marge Bailey			\$20,800.00 Rounded
AUTHORIZED AGENT FOR AGENCY	DATE		

LPA-321 10/2014

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
------------------	-------------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



NARRATIVE APPRAISAL REPORT

SEWER EASEMENT TURN-AROUND & FENCING PLAN

OWNER: PUGET SOUND ENERGY, INC

JUST WESTERLY OF THE INTERSECTION OF 24TH STREET
EAST & EAST VALLEY HIGHWAY EAST
SUMNER, WA 98390

SH&H FILE 15285-21 D

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ADDENDA

Easement Agreement (Section E)
Market Data (Section M)
Qualifications (Section Q)
Right of Way Plan (Section R)
Title Report (Section T)

NARRATIVE APPRAISAL REPORT

Parcel No.: 9520000020

Owner/Address: Puget Sound Energy, Inc. / Just westerly of the intersection of 24th Street East & East Valley Highway East, Sumner, WA 98390

Project: Sewer Easement Turn-Around & Fencing Plan

R/W Plan Title: Sewer Easement Turn-Around & Fencing Plan

Plan Sheet: 1 of 3 Sheets

Plan Approval Date: Access Easement Exhibit date February 2021

Date of Last Map Revision: N/A

Appraiser: Barbro Hines, MAI, SRA, SH&H Valuation and Consulting, 3609 Market Place West, Suite 201, University Place, WA 98466 (253-564-3230)

CERTIFICATE OF APPRAISER

I certify that, to the best of my knowledge and belief:

- ◆ the statements of fact contained in this appraisal are true and correct;
- ◆ the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conclusions, and are my personal, unbiased professional analyses, opinions, and conclusions;
- ◆ I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ◆ I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved;
- ◆ my compensation is not contingent upon the reporting of a predetermined value or direction that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event;
- ◆ my analyses, opinions, and conclusions were developed, and this appraisal has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Uniform Appraisal Standards for Federal Land Acquisitions;
- ◆ I have made a personal inspection of the property that is the subject of this report. I have made a personal inspection of the comparable sales contained in the report addenda;
- ◆ I have afforded the owner or a designated representative of the property that is the subject of this appraisal the opportunity to accompany me on the inspection of the property.
- ◆ Katherine E. Tiffany, License Number 1002112, provided real property appraisal assistance to the person signing this report relevant to the inspection, subject research, market research, comparable confirmation, analysis and/or report preparation.
- ◆ I have disregarded any increase in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation. I have disregarded any decrease in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation, except physical deterioration within the reasonable control of the owner;
- ◆ this appraisal has been made in conformity with the appropriate State and Federal laws and requirements, and complies with the contract between the agency and the appraiser;
- ◆ As of the date of this report, Barbro A. Hines has completed the requirements of the continuing education program of the Appraisal Institute.

The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easements as described in the title report dated April 7, 2021.

The opinion of value expressed below is the result of, and is subject to, the data and conditions described in detail in this report of 75 pages.

I made a personal inspection of the property that is the subject of this report on April 15, 2021.

The **Date of Value** for the property that is the subject of this appraisal is April 15, 2021.

Per the FAIR MARKET VALUE definition herein, the value conclusions for the property that is the subject of this appraisal are on a cash basis and are:

FAIR MARKET VALUE BEFORE ACQUISITION	<u>\$2,239,100</u>
FAIR MARKET VALUE AFTER ACQUISITION	<u>\$2,218,300</u>
DIFFERENCE	<u>\$20,800</u>

Name: Barbro A. Hines, MAI, SRA

Date Signed: May 13, 2021

Signature: 

Washington State-certified general real estate appraiser certification number: 1101044

DO NOT WRITE BELOW THIS LINE

Headquarters Service Center Date Stamp

Region Date Stamp

Assignment Scope of Work

The client of this report is City of Sumner and Tierra Right of Way Services, Ltd. In addition to compliance with USPAP, this report must also meet the WSDOT Standards as set forth in the WSDOT R/W Manual Chapter 4, the WSDOT Appraisal Report Guide, and Federal Regulations as defined in 49 CFR part 24.

In the event of conflict or dispute in determining correct appraisal procedures that are not addressed in the standards noted above the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) will be the determining authority.

Under 49 CFR, Tierra Right of Way Services, Ltd. is required to take an active role in developing the scope of work. However, it is the ultimate responsibility of the appraiser to develop a complete Scope of Work and produce a credible appraisal report. The appraiser's SCOPE of WORK is included in Section 5 of the report. The report must adhere to the WSDOT and Federal Standards as described above and the specific task assignment for this parcel. The task assignment for this report must be included in the report or addendum.

Eminent Domain Appraisal Information and Definitions

The intended use of this appraisal is to provide information to the client, Tierra Right of Way Services, Ltd. and City of Sumner, as a basis for acquiring the subject property, which is needed for the proposed project.

Unless stated otherwise in the report, the property rights appraised constitute the fee simple interest.

"Fair Market Value" is defined as: the amount in cash that a well-informed buyer, willing but not obliged to buy the property, would pay, and that a well-informed seller, willing but not obligated to sell it, would accept, taking into consideration all uses to which the property is adapted or may be reasonably adaptable (Washington Pattern Instruction 150.08).

The intended user of this report is primarily Tierra Right of Way Services, Ltd. and City of Sumner. Additionally, its funding partners may review the appraisal as part of their oversight activities. A copy of this report may be provided to the property owner as a courtesy and part of the good faith bargaining process. However, this does not imply that the property owner has standing as an intended user and is not authorized to publish or use the report for any other purpose.

Public Law 91-646 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) and Washington State RCW 8.26.180 both require that the owner or owner's representative be given an opportunity to accompany the appraiser during the inspection of the property. "If the appraiser is advised that the property owner is represented by legal counsel, all owner contact and property inspections must be arranged through the owner's attorney, unless the attorney specifically authorizes the appraiser to make direct contact with the owner."

In condemnation, the larger parcel is the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for consideration of severance damages. This is also known as the "parent parcel."

Extraordinary assumptions or hypothetical conditions include but may not be limited to the following:

State and Federal standards require the appraiser to disregard any decrease or increase in the fair market value of the subject caused by the project. The appraiser may cite the Jurisdictional Exception Rule to comply with this requirement which is found in RCW 8.26.180. and WAC 468-100-102 (2).

APPRAISAL ASSUMPTIONS AND LIMITING CONDITIONS

- 1.** The property description supplied to the appraiser is assumed to be correct;
- 2.** No survey of the property has been made or reviewed by the appraiser, and no responsibility is assumed in connection with such matters. Illustrative material, including maps and plot plans, utilized in this report are included only to assist the reader in visualizing the property. Property dimensions and sizes are considered to be approximate;
- 3.** No responsibility is assumed for matters of a legal nature affecting title to the property, nor is any opinion of title rendered. Property titles are assumed to be good and merchantable unless otherwise stated;
- 4.** Information furnished by others is believed to be true, correct, and reliable. However, no responsibility for its accuracy is assumed by the appraiser;
- 5.** All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is assumed to under responsible, financially sound ownership and competent management;
- 6.** It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render the property more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies which may be required to discover them;
- 7.** Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. However, the appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value conclusions in this report are predicated on the assumption that there are no such materials on or in the property that would cause a loss of value. No responsibility is assumed for any such conditions, or for the expertise required to discover them. The client is urged to retain an expert in this field if desired. The analysis and value conclusions in this report are null and void should any hazardous material be discovered;
- 8.** Unless otherwise stated in this report, no environmental impact studies were either requested or made in conjunction with this report. The appraiser reserves the right to alter, amend, revise, or rescind any opinions of value based upon any subsequent environmental impact studies, research, or investigation;
- 9.** It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is specified, defined, and considered in this report;
- 10.** It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been specified, defined and considered in this report;
- 11.** It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or federal governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate is based;
- 12.** The appraiser will not be required to give testimony or appear in court because of having made this report, unless arrangements have previously been made;
- 13.** Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the client without the written consent of the appraiser, and in any event, only with properly written qualification and only in its entirety;
- 14.** Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the appraiser. Nor shall the appraiser, client, firm, or professional organization of which the appraiser is a member be identified without the written consent of the appraiser;
- 15.** The liability of the appraiser, employees, and subcontractors is limited to the client only. There is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiencies of the property;
- 16.** It is assumed that the public project which is the object of this report will be constructed in the manner proposed on the most recent right of way plan prior to the appraisal date and in the foreseeable future;
- 17.** Acceptance and/or use of this report constitutes acceptance of the foregoing assumptions and limiting conditions.

SUBJECT PLOT PLAN

Shown are subject whole property site dimensions, access frontages, improvement locations and dimensions, acquisition area and dimensions, "North arrow", camera location and direction for each attached subject photo.

Before Area: 139,828 sq. ft. (Includes 2 parcels)	After Area 139,828 sq. ft. (Includes 2 parcels)	Fee Acquisition: 0 sq. ft.
Permanent Access Easement Acquisition: 882 sq. ft.		Temporary Easement Acquisition: 0 sq. ft.



PHOTO ANGLES MAP

SUBJECT PHOTOGRAPHS

Date of Photos: April 15, 2021

Photographer: Barbro Hines



PHOTO ONE: NORTHEASTERLY VIEW OF ACQUISITION AREA



PHOTO TWO: WESTERLY VIEW OF ACQUISITION AREA

SUBJECT PHOTOGRAPHS

Date of Photos: April 15, 2021

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PHOTO THREE: EASTERLY VIEW OF IMPACTED FENCE



PHOTO FOUR: SOUTHWESTERLY VIEW OF ACQUISITION AREA

SUBJECT PHOTOGRAPHS

Date of Photos: April 15, 2021

Photographer: Barbro Hines



**PHOTO FIVE: EASTERLY VIEW OF 24TH STREET EAST;
ACQUISITION AREA TO THE LEFT**



PHOTO SIX: WESTERLY VIEW OF IMPACTED FENCE/GATE

NARRATIVE APPRAISAL REPORT

(1) OWNER:

According to a title report as prepared by Chicago Title Insurance Company of Washington, with an effective date of April 7, 2021, a copy of which is included herein, ownership of the subject property is vested in Puget Sound Energy, Inc., a Washington Corporation, successor by merger to Washington Natural Gas Company, a Delaware corporation.

(2) ADDRESS OR LOCATION OF SUBJECT PROPERTY:

Located westerly of the intersection of 24th Street East and East Valley Highway East, along the northerly side of 24th Street East, Sumner, Pierce County, Washington.

(3) SUBJECT LEGAL DESCRIPTION:

A legal description is contained in the title report, a copy of which is included in the addenda.

(4) DELINEATION OF TITLE (5 years):

The subject property has been under the ownership of Puget Sound Energy, Inc. in excess of five years. It is the appraiser's understanding that the property is currently not listed for sale, nor is pending sale.

(5) THE APPRAISAL PROBLEM AND APPRAISER'S SCOPE OF WORK:

This assignment represents the valuation of a property as it relates to a partial acquisition as the result of the project. As per the unit rule as stipulated in the Uniform Appraisal Standards for Federal Land Acquisitions, 2016 (page 97) the subject property is analyzed in fee simple, unencumbered except for zoning ordinances, and easements of record, as of April 15, 2021, the date of inspection. Present during the inspection were Marge Bailey with Tierra Right of Way Services and Barbro Hines of SH&H Valuation and Consulting, as well as a representative of Puget Sound Energy. Katie Tiffany, a representative for SH&H Valuation and Consulting also completed an inspection of the property on this date. In order to estimate the market value of the subject property, the potential highest and best use of the property as of the appraisal date has been researched.

The scope of this assignment includes interviews with various individuals, and the researching of sales and listings of similar properties in the competing area to arrive at an estimate of value for the subject property. Within this appraisal, all three approaches (Income, Cost, and Sales Comparison) to value are considered. The appraisal has been presented using the WSDOT Narrative Appraisal Report format.

(6) PROPERTY RIGHTS TO BE ACQUIRED AND EFFECTS OF ACQUISITION/PROJECT:

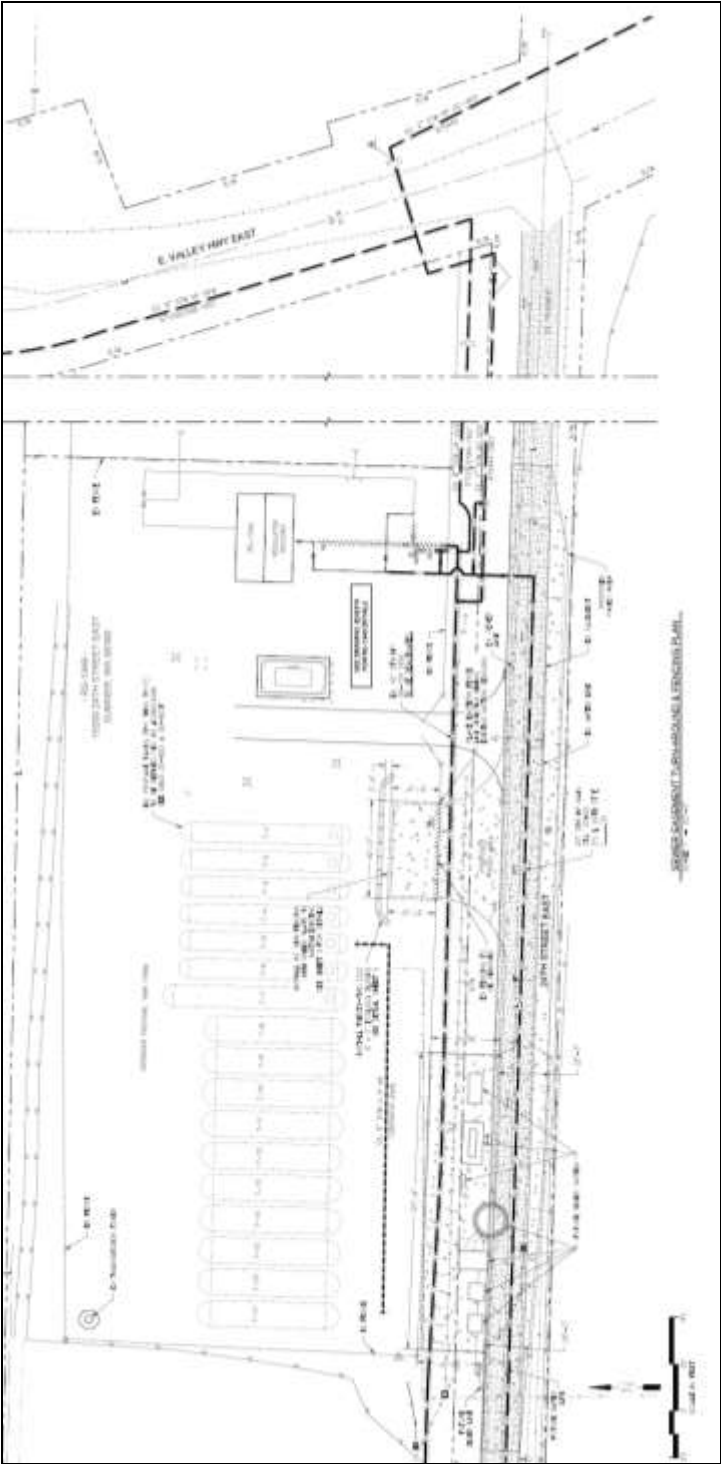
According to the Ingress/Egress Easement document provided by the City of Sumner, a copy of which is included in the addenda of this report, the purpose of the project is to designate an area on the subject property for city vehicles and equipment to perform turnaround maneuvers to accommodate the City's access to and maintenance of its adjacent public utility lift station. Furthermore, according to this document, no obstructions of any kind shall be allowed in the easement area, including any type of gate. The easement area will be maintained at the cost of the city; however, the property owner, Puget Sound Electric, must maintain the area as a drivable surface.

The subject property has is located within the project area. As proposed, the subject will be encumbered with a permanent easement containing 822 square feet, located within the south/central portion of the subject's site area. The following information is based on a site exhibit specific to the subject, which has been replicated on the following page. The proposed acquisition area is identified as follows:

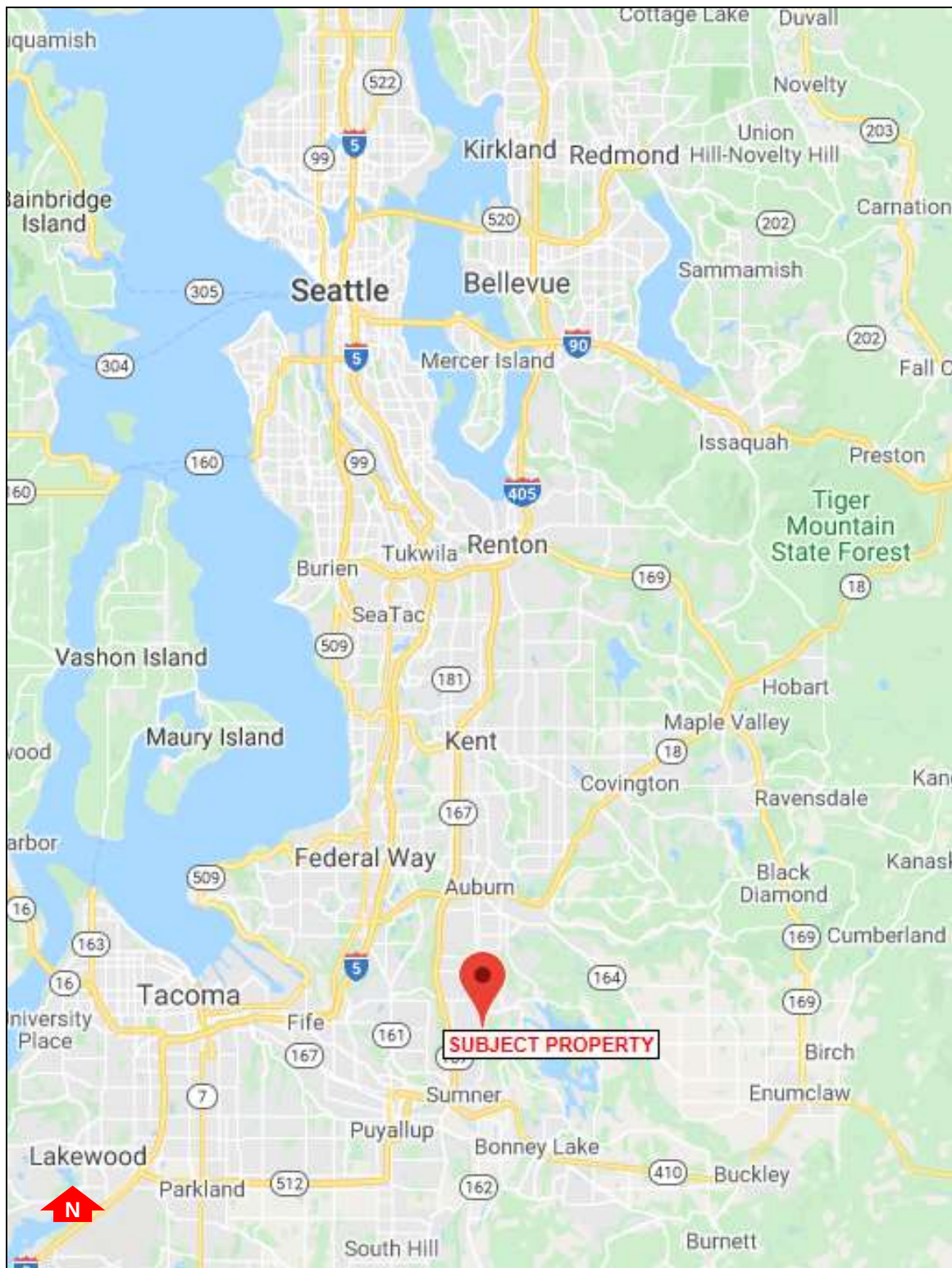
SITE AREA	
Identification	Sq.Ft.
"Before" Site Area	139,828
"Area in Acquisition"	0
"Remainder" Site Area	139,828
Permanent Access Easement	882
Temporary Construction Easement	0
Source: Exhibit Map Depiction (Included in Addenda)	

The subject's fee simple area will remain the same after the acquisition; however, a permanent easement containing 882 square feet will be located on the subject site. The site area proposed for the permanent easement is improved with fencing and gravel. The gravel is handled as compensation to the owner. It should be noted that we have also been provided with a Temporary Construction Easement exhibit but have been advised by the client that this easement will not be put

in place. Due to the size and depth of the subject property and the project characteristics, there are no damages to the *Remainder*. The relocation of the existing fence is handled as a cost to cure.



PROPOSED PERMANENT ACQUISITION



AREA MAP

7) NEIGHBORHOOD DESCRIPTION:

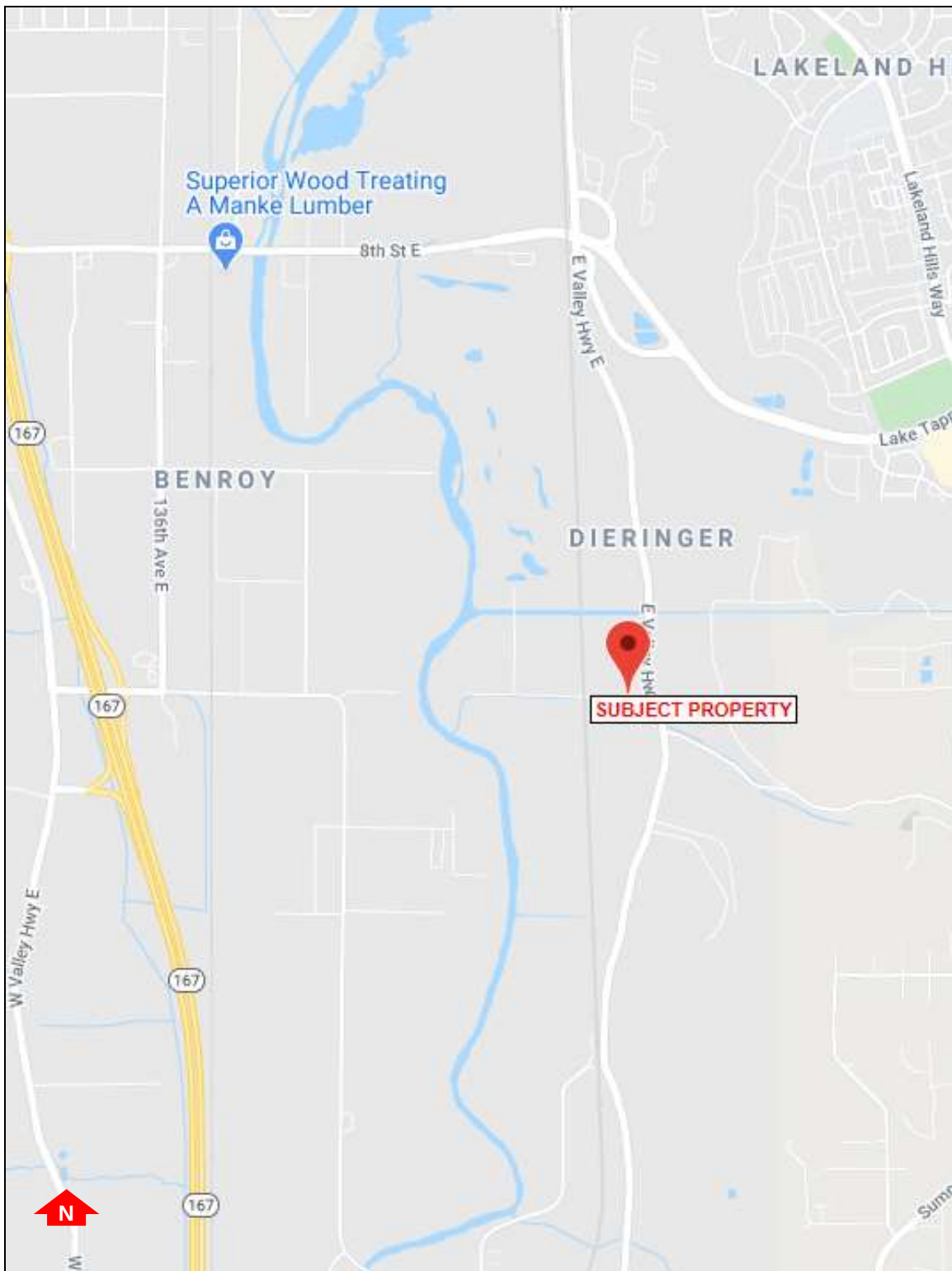
A neighborhood is defined as a group of complementary land uses. Neighborhoods are affected by social, economic, governmental, and environmental forces which influence property values in the vicinity of the subject property which, in turn, directly affect the value of the subject property itself. The boundaries of a neighborhood are typically identified by determining the area within which the forces affect all surrounding properties in the same way they affect the property being appraised.

The subject property is located within the City of Sumner along the northerly side of 24th Street East, just westerly of the intersection of 24th Street East and East Valley Highway East, easterly of the White River. For reference, an area map showing the subject property's location to the metropolitan areas within the Puget Sound region is presented on the preceding page. A location map showing the subject property's immediate neighborhood is presented on the following page.

Sumner is situated on the floor of the Puyallup Valley, which is located in the central Puget Sound region of Western Washington. The city of Sumner is one of the four Pierce County cities which lie within the Puyallup Valley. In addition to Sumner, these cities include Puyallup, Orting, and Bonney Lake. The city of Sumner is approximately ten miles easterly of Tacoma and thirty miles southeasterly of Seattle. Because of the area's proximity to King County, the residential neighborhoods surrounding Sumner serve as "bedroom communities" for local and distant employment centers. To the north is the Kent Valley, one of the most intensely developed industrial districts in the state.

State Routes 410, 512, 161, 162, and 167 serve the area. North-south SR 167 (Valley Freeway) is accessed roughly one-mile (by vehicle) westerly of the subject property, from 24th Street East. SR 167 follows the westerly side of the valley from Sumner to Renton, eventually intersecting with I-405 to the north and Interstate 5, the West Coast's main artery, is located westerly of SR 167. To the south SR 167 connects with SR 512 in Puyallup, the latter of which loops southwest to I-5. Because of the freeway linkages, level topography, the presence of major rail lines in the area, and its proximity to the Port of Seattle, the Sea-Tac Airport, and the Port of Tacoma, the Kent/Auburn/Renton/Sumner area has evolved into the region's premier distribution center.

Sumner, with an estimated 2020 population of 10,360 (numbers obtained from the Washington Office of Financial Management), has enjoyed a small-town atmosphere for many years. This is an attractive area that has benefitted from the historical growth that has occurred to the north in King County. The city of Sumner has shown signs of growth in the past several years, most prominently in its northerly industrial district, where the subject is located.



LOCATION MAP

As light industry and distribution have developed in the valley, the area has grown to become one of the region's largest employment centers. The City of Sumner has dedicated a total of 1,950 acres to industrial use. The majority of development in the area has occurred in planned industrial parks. The existing parks have restrictive covenants and are characterized by wide paved streets, good landscaping, uniform building construction, and a pleasant, controlled environment. A 2017 market study completed by the City of Sumner concludes that the area, in conjunction with the interconnected Pacific industrial area, has generated approximately 11,615 jobs for the Sumner-Pacific area, as of 2015, with the area continuing to grow in regional prominence. Part of this burgeoning industrial development includes the 142nd Avenue East corridor, located just southwesterly of the subject.

In summary, the City of Sumner is a growing area, with good highway access. The employment base in the area is growing, as is the city's population. The subject area has seen considerable industrial development in the past several years, which is enhanced by the area's access to nearby transportation routes and commercial arterials. The subject's immediate neighborhood is characterized by commercial and industrial development to the west and industrial development to the north and south, along East Valley Highway East. The area easterly of the subject is a combination of rural, vacant lots and residential development.



AERIAL VIEW OF SUBJECT SITE
SUBJECT PROPERTY OUTLINED IN RED

(A) Present Use/Larger Parcel:

Part of the appraisal problem is to identify the *larger parcel* for valuation purposes. In defining the *larger parcel* there are three basic conditions that need to be established.

1.) Unity of ownership

2.) Contiguity

3.) Unity of Use

According to the provided right of way plans, the affected parcel is Pierce County Assessor's Parcel number (APN) 9520000020; however, there is Unity of Ownership with the westerly adjacent parcel, APN 9520000040. APN 9520000040 is a vacant and unimproved lot and has minimal frontage along 24th Street East. Its westerly boundary is adjacent to railroad tracks. While these two parcels could be sold independently, it is unlikely given the ownership in place. Therefore, as a result of the similar ownership and the adjacent location, the larger parcel is concluded to be comprised of the two assessor's parcels, APN 9520000020 and APN 9520000040.

(B) Accessibility and Road Frontages:

The subject site has frontage along 24th Street East and is accessed by a driveway extending off its frontage road.

(C) Land Contour and Elevations:

The site is at grade with its frontage street and is generally level.

According to Flood Insurance Rate Map Number 53053C0351E, effective date March 7, 2017, the subject is located outside of the 100- and 500-year flood plain and not within 250 feet of multiple flood zones. General mapping data available on Pierce County's website, as well as the National Wetlands Inventory provided by the U.S. Fish and Wildlife Service do not identify wetlands located on the subject property.

Soils or engineering reports relevant to the subject property have not been provided. I have not observed any atypical soils issues impacting the subject property.

Environmental reports or studies relevant to the subject property have not been provided.

(D) Land Area:

The subject is comprised of two Pierce County Assessor's parcels and contains a total area of 139,828 square feet, or 3.21 acres, delineated as follows:

APN	Size (Sq.Ft.)	Acres
9520000020	102,366	2.35
9520000040	37,462	0.86
TOTAL	139,828	3.21

(E) Land Shape:

Both parcels are rectangular in shape. When combined, they form an "L" shape.

(F) Utilities:

All typical urban level public utilities are available to the subject property.

(G) Zoning:

The subject property is under the jurisdiction of the City of Sumner. The property is situated within the M-1, Light Manufacturing District, zoning designation and is also affected by the MICO Overlay (Manufacturing Industrial Center Core) regulations.

M-1, Light Manufacturing District

The purpose of the M-1, Light Manufacturing District, zoning designation is as follows:

"The M-1 district is intended to provide areas for light manufacturing, general industrial activities, warehousing and limited service commercial uses that are complementary and are not detrimental to either existing or proposed industrial uses, or neighboring commercial and residential districts. Typical uses in this district include assembling and manufacturing of products from previously prepared material and may include planned industrial parks which are designed to ensure compatibility between the industrial operations therein and the existing activities and character of the community in which the park is located."

Manufacturing Industrial Center Core Overlay (MICO)

The subject is also within a Manufacturing Industrial Center Core Overlay. According to the Sumner zoning code:

“The MICO is an overlay zone applied within the M-1 and M-2 districts, where limited alternate or additional regulations apply as noted in this chapter. The intent of the MICO is to apply additional restrictions on uses that may be incompatible with current manufacturing and industrial uses and the intensification of these uses in the future consistent with the city of Sumner comprehensive plan.”

Outright permitted uses within the M-1 MICO zone include, but are not limited to: accessory parks; adult entertainment businesses; agricultural activities; battery storage and distribution; contractor business; indoor commercial recreation; enclosed salvage and wrecking operations; existing residential swellings; indoor kennels; lumber and wood product manufacturing and assembly; major utility facilities; assembly of heavy equipment; manufacturing/processing/assembly of metals; medical equipment manufacturing plant; minor utility facilities; outside storage yards as principal use; pharmaceutical plants; prepared material manufacturing/processing/assembly plants; professional and business offices; restaurants with no bar; sales and rental of heavy machinery and equipment; service stations; soil mixing; storage warehouse and distribution facilities; streets; taverns; tow truck operations; truck terminals; utility yard; major vehicle repair; vocational and art schools; commercial use as an accessory to an industrial use; general commercial uses and church uses.

The majority of the subject is utilized in support of a public utility yard, which is a legal and confirming use of the subject site.

(H) Highest and Best Use as Vacant:

In order to best estimate the value of the subject property, the appraiser researched the potential highest and best use of the property as of the date of the report. Highest and best use is defined in The Appraisal of Real Estate, 15th Edition, as: *“The reasonably probable and legal use of vacant land or improved property, which is physically possible; appropriately supported, financially feasible, and that results in the highest value.”* This definition introduces the four key criteria that a property use must satisfy to qualify as the highest and best use. The criteria for the determination of the highest and best use of the subject property is based upon legal and physical considerations adjusted for financial feasibility and maximal productivity considerations.

Legal Considerations: The subject property is zoned M-1, Light Manufacturing District, by the City of Sumner, with a Manufacturing Industrial Center Core Overlay. The primary uses allowed for the subject property are industrial in nature, although some level of commercial use is allowed. Thus, from a legally permissible perspective, the subject can support a variety of light industrial uses, along with some ancillary commercial/service uses.

Physical Considerations: The subject site exhibits both adequate access and utility as to shape, and the subject property's size and topography appear to be sufficient to accommodate a variety of permitted legal uses. All typical utilities are available to the subject site. Besides the site size and "L" shaped configuration, I am not aware of any other physical limitations that impact the development potential of the subject site.

Market Feasibility (Financially Feasible and Maximally Productive): The major factors influencing marketability are the supply of and demand for the market in general and in particular the legal and physical uses the subject property can accommodate. This analysis is based upon the competitive position of the subject property, as defined by the locational and physical characteristics of the property discussed.

Surrounding and nearby uses that are also zoned M-1 are predominantly light industrial or low-intensity commercially oriented. There is no alternative use that will provide for a greater return to the subject site.

Conclusion: Legal, physical, and market considerations have been analyzed to evaluate the highest and best use of the property. This analysis is used to evaluate the type of use which will generate the greatest return to the owner or investor. Based on the analysis and considering the size and configuration of the subject, the highest and best use for the property as vacant is for industrial use. As this use would effectively utilize the subject site and is harmonious with surrounding uses in the immediate subject area, an industrial use is concluded to be the maximally productive use of the property, as vacant.

(I) Improvements:

The subject site is improved with two wood frame equipment buildings, containing 1,008 square feet and 308 square feet, respectively, as well as a significant amount of infrastructure related to the site's use as a public utility (electric) site. The site is further improved with barbed-wire fencing, gates and gravel.

(J) Special Items:

Infrastructure to support the public utility (electric) use.

(K) Real Estate Taxes:

The subject is carried on the Pierce County tax and assessment roll as shown in the chart below.

Parcel	Land Value	Improve. Value	Total Value	2020 Taxes
9520000020	\$776,900	\$7,000	\$783,900	\$9.65
9520000040	\$255,500	\$0	\$255,500	\$8.77
TOTAL	\$1,032,400	\$7,000	\$1,039,400	\$18.42

The subject is owned and utilized in support of a public utility (Puget Sound Energy); thus, it is exempt from typical property taxes. 2020 taxes for the subject property were \$18.42, which is relevant to Pierce County conservation. According to the Pierce County Assessor's website, taxes are paid current.

The task of the Assessor's Office is to assess property at 100% of market value; however, this mandate is frequently not achieved. The county typically values properties by mass appraisal, which does not rely on specific property characteristics. While the concluded land value herein is greater than the assessed value, the appraised site value herein is specific to the subject and is based on comparable sales data in the market.

(L) Assessments Current and Pending:

None known.

(M) Existing Lease or Rental Data:

None known.

(N) Highest and Best Use, as Improved:

The criteria for the determination of the highest and best use as improved is similar to the analysis as vacant. This determination is based upon legal and physical considerations adjusted for financial feasibility and maximal productivity considerations.

Legal Considerations: The subject site is zoned M-1, Light Manufacturing District. The property is improved with two equipment buildings and a significant amount of infrastructure related to its public utility site use. Use of the majority of the site in support of public utilities (light industrial) is a legal and conforming use.

Physical Consideration: The improvements appear to have been well maintained over their economic life. There do not appear to be any physical constraints that preclude the continued utility (light industrial) use, with the potential to expand on to the areas that are not improved.

Market Feasibility (Financially Feasible and Maximally Productive): The third test of highest and best use is financial feasibility. A project's financial feasibility is measured by whether the project can produce a positive return on the investment. One of the better indications of financial feasibility is consideration of the surrounding uses near the subject property.

The United States, as well as the world, is in the midst of a health pandemic that has impacted the economy and resulted in business closures. Originally, Governor Inslee announced the Safe Start phased reopening plan, which has been modified several times. The subject is located in Pierce County, which is currently in Phase II. According to Healthy Washington, the list business that are open and the relevant operating restrictions is as follows:

Healthy Washington - Roadmap to Recovery				
Activities	Phase 1	Phase 2	Phase 3	
Social and At-Home Gathering Size — Indoor	Prohibited	Max 6 people from outside your household, limit 2 households	Max 10 people from outside your household	
Social and At-Home Gathering Size — Outdoor	Max 10 people from outside your household, limit 2 households	Max 10 people from outside your household, limit 2 households	Max 10 people	
Worship Services	Indoor maximum 25% capacity	Indoor maximum 25% capacity	Indoor maximum 50% capacity	
Retail Stores (includes farmers' markets, grocery and convenience stores, pharmacies)	Maximum 25% of capacity; encourage outside pick-up	Maximum 25% of capacity; encourage outside pick-up	Maximum 50% of capacity; encourage outside pick-up	
Professional Services	Remote work strongly encouraged, 25% capacity otherwise	Remote work strongly encouraged, 25% capacity otherwise	Remote work strongly encouraged, 50% capacity otherwise	
Personal Services	Indoor maximum 25% capacity	Indoor maximum 25% capacity	Indoor maximum 50% capacity	
Eating and Drinking Establishments (includes bars only serving individuals 21+ and no business closure)	Indoor dining prohibited. Outdoor or open-air dining, and alcohol service/delivery at 17%, max 6 per table, limit 2 households per table	Indoor dining available 25% capacity, and alcohol service/delivery at 17%. Outdoor or open-air dining available, max 6 per table, limit 2 households per table	Indoor dining available 50% capacity, and alcohol service/delivery at 17%. Outdoor or open-air dining available, max 10 people per table	
Weddings and Funerals	Ceremonies are limited to a total of no more than 40 people. Indoor receptions, wakes, or similar gatherings in conjunction with such ceremonies are prohibited.	Ceremonies and indoor receptions, wakes, or similar gatherings in conjunction with such ceremonies are permitted and must follow the appropriate venue requirements. If food or drinks are served, the seating and drinking requirements above apply.	Ceremonies and indoor receptions, wakes, or similar gatherings in conjunction with such ceremonies are permitted and must follow the appropriate venue requirements. If food or drinks are served, the seating and drinking requirements above apply.	
Indoor Sports and Fitness Establishments (includes camps, fitness neighborhoods, indoor recreational sports, indoor pools, roller & luge sports, indoor sports, indoor programming, indoor soccer, non-contact martial arts, gymnastics, climbing)	Low risk and moderate risk sports permitted for practice and training only in stable groups of no more than 5 athletes. Appointment based fitness training, less than 1 hour sessions, no more than 1 customer/table per hour on Jan 20/21, for large facilities.	Low and moderate risk sports competitions permitted (no tournaments). High risk sports permitted for practice and training. Fitness and training and indoor sports maximum 25% capacity.	Sports competitions and tournaments allowed all risk categories. Fitness and training and indoor sports maximum 50% capacity. Shows allowed.	
Outdoor Sports and Fitness Establishments (includes fitness organizations, outdoor recreational sports, outdoor pools, outdoor parks and hiking trails, outdoor camps, outdoor 6-12 sports, outdoor sports, outdoor personal training, outdoor dance, outdoor event space)	Low and moderate risk sports permitted for practice and training only (no tournaments). Outdoor guided activities, hiking, fishing, water sports, parks, canoeing, fishing, biking, running, soccer sports, permitted.	Low, moderate, and high risk sports competitions allowed (no tournaments), maximum 200 including spectators.	Sports competitions and tournaments allowed all risk categories. Maximum spectators allowed 400 with capacity restrictions depending on facility. Guided activities allowed without hard caps subject to restrictions.	
Indoor Entertainment Establishments (includes aquariums, indoor theaters, indoor carnivals, indoor concert halls, indoor gardens, indoor museums, indoor bowling, indoor escape rooms, indoor laser tag, indoor entertainment activities at any time, indoor event space)	Private events/room for individual households of no more than 6 people permitted. General admission prohibited.	Maximum 25% capacity or 300 people, whichever is less. If food or drinks are served, seating and drinking requirements apply.	Maximum 50% capacity or 400 people, whichever is less. If food or drinks are served, seating and drinking requirements apply.	
Outdoor Entertainment Establishments (includes fairs, outdoor gardens, outdoor escape rooms, outdoor theaters, outdoor dance, outdoor event space, outdoor arenas, outdoor concert venues, outdoor)	Ticketed events only: Groups of 10, limit 2 households, timed ticketing required.	Groups of 10, limit 2 households per group, maximum 200 including spectators for events.	Work up tickets allowed with restrictions. Maximum spectators allowed 400 with capacity restrictions depending on facility.	

NOTE: Live entertainment is no longer prohibited but must follow guidelines above for the appropriate venue. Long term care facilities, professional and collegiate sports remain governed by their current guidance/restrictions separate from this plan.

The subject property is industrially zoned. In general, the industrial market appears to be somewhat insulated from COVID-19. Therefore, the overall outlook for the industrial market is positive. The subject is improved with specialty equipment that is used to support an electrical utility company and is specific to this type of use. While this is a specialized use it is necessary and integral part of public infrastructure. The most financially viable use, and maximally productive use is for continuation of the existing legal conforming use.

8. APPROACHES TO VALUE:

The Income Approach, Cost Approach and Sales Comparison Approach are the three basic techniques or approaches to value when appraising real property. The subject property is improved with a two equipment sheds and infrastructure related to its use in support of a public utilities site; however, with the major improvements not impacted and being able to functionally operate as in the *Before* situation, only the land value will be considered in this analysis. Properties similar to the subject are typically analyzed and purchased based on an analysis of similar sales in the area, thus the Sales Comparison Approach is utilized.

9. VALUATION-BEFORE:

(A) Site Valuation:

(1) Sales Comparison Approach:

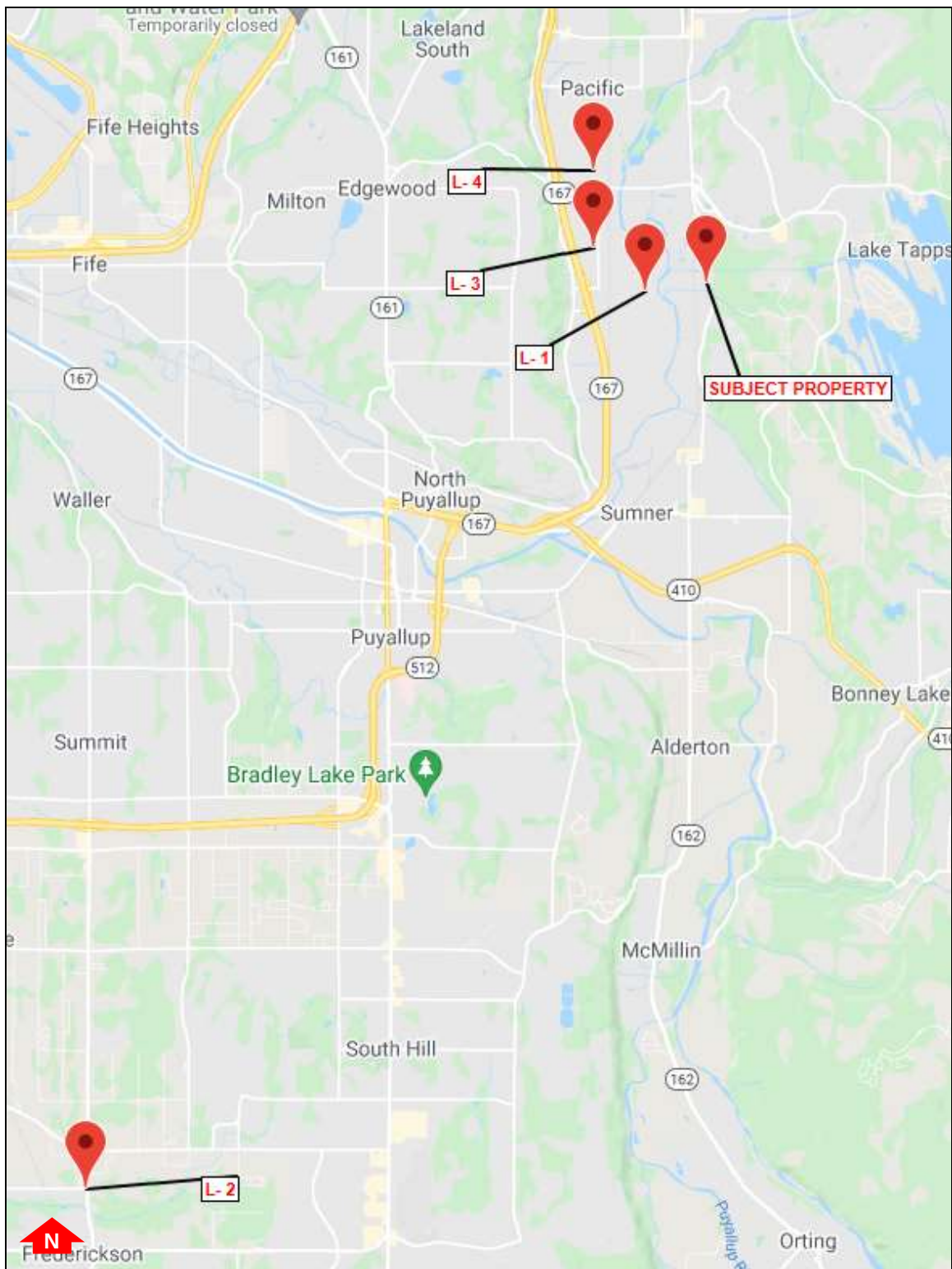
One of the most reliable indicators of value in an active market is derived by comparing the property being appraised with similar nearby properties that have sold. This approach reflects the principle that a well-informed buyer will pay no more for a property than the cost involved in obtaining an equally satisfactory substitute property.

A search was conducted in the general Pierce County market area for properties that offer similar zoning and location as the subject. The search produced four comparable sales relevant for analysis. While these comparables are not identical to the subject, they provide a benchmark from which to arrive at a value for the subject property. The sales selected are delineated in the chart on the following page, with individual write-ups of the comparables contained within the addenda.

LAND SALE COMPARABLES

<u>Sale</u>	<u>Location</u>	<u>Sale Date</u>	<u>Site Size (Sq.Ft.)</u>	<u>Analysis Price</u>	<u>Price/Sq.Ft.</u>
L-1	14302 24th Street Sumner	May-18	165,963	\$2,430,590	\$14.65
L-2	5509 Military Road Puyallup	Dec-20	288,367	\$4,550,000	\$15.78
L-3	1710 136th Avenue East Sumner	Apr-19	125,888	\$2,032,800	\$16.15
L-4	942 Valentine Avenue Southeast Pacific	May-18	255,545	\$4,446,483	\$17.40

The chart is intended to be self-explanatory; however, some explanation of the summary headings may be helpful. The explanation will discuss the columns from left to right starting with the heading, Sale. This simply lists the identification of the comparable. Location identifies where the property is located. Date indicates the time of sale; Size indicates the size of the site in square feet and Analysis Price is the recorded price of the transaction with any additions or deductions due to buyer's expenditures such as demolition costs. The next column is the Price per Square Foot. The unit of measurement typically used in the analysis of properties similar to the subject is the price per square foot. The analysis to follow includes a brief description of each comparable.



COMPARABLE LAND SALES MAP

L-1 is a 165,963 square foot site located roughly ½ mile westerly of the subject, in Sumner, Pierce County. The site is generally level and has good visibility and access from 24th Street East, a secondary arterial. The site is located within a flood zone area and is located within the MICO zoning overlay, which primarily permits light industrial uses.

L-2 is located roughly ten miles southwesterly of the subject in an industrial area outside of the city limits of Puyallup, in unincorporated Pierce County. The site contains 288,367 square feet, or 6.62 acres; however, an unknown portion of the site area is affected by critical areas and is therefore considered unusable, estimated to be about 1/3 of the site, according to the broker involved with the transaction. The remainder of the site is level and rectangular in shape. The site is zoned CE, Community Employment. The buyer purchased this site to create an assemblage with an adjacent site, and to ultimately develop a large warehouse facility.

L-3 is a 125,888 square foot site located roughly 1.25 miles northwesterly of the subject, in Sumner, Pierce County. The site is generally level, has good visibility and access from 136th Avenue East and is located within the MICO zoning overlay. The site was improved with a residence and garage past the end of their economic lives at the time of sale. The cost of demolition was estimated at \$32,800, which is added to the sale price. The site was improved with an industrial building subsequent to the sale.

L-4 is a 290,367 square foot site located approximately 1.75 miles northwesterly of the subject in the Pierce County area of Pacific. The site is generally level and cleared and has access and visibility from Valentine Avenue Southeast. The site is zoned LI, Light Industrial, and has a MICO overlay, which also primarily permits light industrial uses. The usable area is 255,545 square feet.

Analysis of Comparable Land Sales Data

A basic principle in the valuation of real estate is that no two properties are identical, which means that adjustments are necessary to reflect the various differences of the properties being considered. An adjustment process is applied to the comparables, with an adjustment chart presented in the analysis to follow. The adjustment process depicts the thought process often followed by buyers and sellers in comparing different attributes of a property. Within the discussion of each property detailed herein, the sales' characteristics are noted and compared to the subject, resulting in conclusions of the need for positive or negative adjustments to the indicated unit prices of the comparables. The top of the chart accounts for quantitative adjustments. After completing the quantitative adjustments, qualitative adjustments are reflected. When a difference is noted, either positive or negative adjustments are imputed to account for physical differences between the comparables and the subject property.

In utilizing the comparables to determine a per unit value for the subject property, each comparable should be adjusted to the subject for dissimilarities. There are six common elements of comparison that should be considered in sales comparison analysis. These are: *Real property rights conveyed*; *Financing terms*; *Condition of sale*; *Buyer expenditures/other*; *Date of sale*; and *Location and Physical characteristics*. In analyzing the *Location and Physical characteristics*, adjustments may be made for some dissimilarities among the comparables. These include location, site size (square feet), site utility, and zoning.

Quantitative Adjustments

The *Real property rights conveyed*, *Financing terms* and *Conditions of sale* are similar to the subject and require no adjustment. In terms of *Buyer Expenditures*, an adjustment was made to L-3 to account for costs related to demolition of an existing structure.

Market Conditions

The next quantitative adjustment to consider is for market conditions. In analyzing the influence of the market conditions at the time of sale of the comparables in relation to the market conditions as of the date of appraisal, the key factor is the passage of time. More specifically, the question to be answered in its simplest form is whether there is any trend in general prices through time. The Date of sale for the comparables ranges from May 2018 to December 2020. There has been a general upward trend in values over the last few years and COVID-19 has not appeared to negatively impact the local industrial market, as shown in the Highest and Best Use section of this report. Therefore, an upward adjustment of 3.0% annually or 0.25% per month is utilized herein for the completed transactions, through the date of appraisal, April 21, 2021.

Qualitative Adjustments

After completing the quantitative adjustments, the comparables reflect a range in value from \$15.93 per square foot to \$18.88 per square foot. The comparables are now compared to the subject as it relates to qualitative adjustments. To this end, an adjustment grid has been prepared, as shown on the following page, simulating the thought process a prudent and knowledgeable purchaser might use if involved in comparing the comparables to the subject property. This grid is presented to depict the positive and negative influences for each comparable, which impact value in this market segment. Discussions relevant to the physical comparison process begins after the exhibit.

LAND COMPARISON ANALYSIS

Comparable Number		L-1	L-2	L-3	L-4	
Sale Price		n/a	\$2,430,590	\$4,550,000	\$2,000,000	\$4,446,483
Property Rights Conveyed	Leased Fee	Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Adjustment		\$0	\$0	\$0	\$0	
Adjusted Price		\$2,430,590	\$4,550,000	\$2,000,000	\$4,446,483	
Financing		Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	
Adjustment		\$0	\$0	\$0	\$0	
Adjusted Price		\$2,430,590	\$4,550,000	\$2,000,000	\$4,446,483	
Conditions of Sale		Arms Length	Arms Length	Arms Length	Arms Length	
Adjustment		\$0	\$0	\$0	\$0	
Adjusted Price		\$2,430,590	\$4,550,000	\$2,000,000	\$4,446,483	
Buyer Expenditures/Other		None	None	Demolition	None	
Adjustment		\$0	\$0	\$32,800	\$0	
Adjusted Price		\$2,430,590	\$4,550,000	\$2,032,800	\$4,446,483	
Date of Sale		May-18	Dec-20	Apr-19	May-18	
Months Since Sale		35	4	24	34	
Adjustment	3%	8.75%	1.00%	6.00%	8.50%	
Adjusted Price		\$2,643,267	\$4,595,500	\$2,154,768	\$4,824,434	
Analysis Price		\$2,643,267	\$4,595,500	\$2,154,768	\$4,824,434	
Site Area (Sq.Ft.)		165,963	288,367	125,888	255,545	
Analysis Price/Sq.Ft.		\$15.93	\$15.94	\$17.12	\$18.88	
Qualitative Adjustments						
Location		Superior	Superior	Superior	Superior	
Adjustment		-	-	- -	- -	
Site Size (Sq.Ft.)	139,828	165,963	288,367	125,888	255,545	
Adjustment			+		+	
Site Utility		Inferior	Inferior	Similar	Similar	
Adjustment		+	+			
Zoning		Similar	Superior	Similar	Similar	
Adjustment			-			
Total Adjustment		Similar	Similar	Downward	Downward	

Location

The subject is a corner site located along 24th Street East, a secondary arterial extending off of East Valley Highway East. This area is removed from the industrial core, with agricultural uses to the south. L-1 is superior to the subject as it is located westerly of the river, within closer proximity to SR 167. L-2 is further removed from the highway, superior to the subject. However, this further removed location is somewhat offset by the clustering of industrial uses in the area. L-3 and L-4 are located in areas with more industrial uses and closer to major transportation routes for a stronger downward adjustment than L-1 and L-2.

Site Size (Square Feet)

The subject contains 139,828 square feet. All other factors being equal, larger sites tend to command a lower price per square foot than smaller ones. L-2 and L-4 are larger than the subject and are adjusted upward. L-1 and L-3 are similar in size and are not adjusted.

Site Utility

The subject has good site utility. L-1 and L-2 are inferior in site utility due to the presence of flood zone, which impacts the development potential of the sites. These comparables are adjusted upward. L-3 and L-4 are similar in utility to the subject and are not adjusted.

Zoning

The subject is zoned M-1, Light Manufacturing. L-1, L-3 and L-4 are similarly zoned to the subject and are not adjusted. L-2 is zoned CE, Community Employment, which allows for more commercial development. This comparable is adjusted downward for zoning.

Unit Value Conclusion

After the comparison process, a unit value similar to L-1 (\$15.93/sq.ft. and L-2 (\$15.94/sq.ft.) is suggested. A bracketed and supported unit value of \$16.00 per square foot is concluded for the subject property. The value of the subject property is summarized as follows:

"BEFORE" LAND VALUE		
Area (Sq.Ft.)	Price/Sq.Ft.	Indicated Value
139,828	\$16.00	\$2,237,248
Rounded to		\$2,237,300

This value is the base fee simple value of the subject property, or the 100% of the “bundle of rights”. value conclusion herein assumes that the subject property would be exposed on the open market for a reasonable length of time. The most probable buyer of the property would be an owner user or investor.

There is an improvement considered which is directly in the proposed permanent easement area, which in the subject’s instance includes 882 square feet of gravel. The Marshall Valuation Services Cost handbook is utilized as a source for the gravel within the acquisition area.

The affected gravel covers an area of approximately 882 sq.ft. The Marshall Valuation Service Cost Handbook, Section 66, Page 2, identifies 4” gravel at an average cost of \$1.37 per square foot. This equates to a cost of \$1,208.34 (\$1.37/sq.ft.)(882 feet) for the affected grass. Including applicable multipliers, the contribution value of the ground cover, including 10% entrepreneurial incentive, is **\$1,785** (\$1,208.34)(1.11)(1.21)(1.10), rounded to \$1,800.

There is a portion of fence that will need to be relocated as a result of the project. The relocation cost of this item is handled as a cost to cure in the remainder analysis.

The total contribution value of the gravel improvement is added to the land value, providing a value indication as follows:

"BEFORE" VALUE	
Item	Indicated Value
Site Value	\$2,237,300
Site Improvement (Gravel)	\$1,800
Total	\$2,239,100
ROUNDED	\$2,239,100

LAND VALUATION, BEFORE

\$2,239,100

2) Income Approach, Site Evaluation: There was insufficient data relating to ground leases in the subject neighborhood, so this approach was not used in the appraisal.

(3) Correlation and Final Conclusion, Land Value: With the available data, only the Sales Comparison Approach was found applicable for the subject site. Thus, after taking into consideration all of the market data, it is the opinion of the appraiser that the subject's land value prior to the proposed acquisition is: **\$2,239,100.**

(B) Whole Property Valuation: With the major improvements not impacted, a whole property valuation was considered not applicable.

(C) Correlation and Final Conclusion From All Approaches

The appraiser has considered all approaches to value, with the market value under the three approaches noted as follows:

Income Approach:	Not Applicable
Cost Approach:	Not Applicable
Sales Comparison Approach:	\$2,239,100

With the major improvements not impacted by the acquisition, only the land value was considered in the analysis. Considering the analysis presented in the preceding data and discussions, the subject property, assuming fee simple interest, has an estimated market value as it physically and legally exists, as of the date of appraisal, April 15, 2021, of:

MARKET VALUE, BEFORE

\$2,239,100

10. VALUATION - REMAINDER: In the *Remainder*, the appraiser will consider a permanent easement and the impacts of this easement to value. This scenario is relevant to a permanent easement containing 882 square feet, as depicted in the right of way exhibit. Under this scenario the following analysis is made of the subject property in the *Remainder*.

1. ASSUMPTIONS AND LIMITING CONDITIONS: This section is unchanged from the *Before* situation.

2. NEIGHBORHOOD FACTORS: The general description of the area and neighborhood is not considered to have materially changed in the *Remainder* evaluation due to the acquisition.

3. DESCRIPTION OF SUBJECT REMAINDER:

(A) Accessibility and Road Frontages:

The subject property will continue to have frontage along, and access from 24th Street East.

(B) Land Contour and Elevation:

The subject site will be unchanged for the most part from the *Before* situation.

(C) Land Area:

The land area in the *Remainder* scenario will be 139,828 square feet.

(D) Land Shape:

In the *Remainder* scenario, the site will continue to be “L” shaped.

(E) Utilities:

Utilities will be similar as in the *Before* situation.

(F) Improvements:

As in the *Before* situation, the site is improved with a two commercial structures, infrastructure relating to the property's use as a public utility site, fencing, a gate and gravel.

(G) Zoning:

The zoning will be unchanged from the *Before* situation, which is M-1, Light Industrial, under the jurisdiction of the City of Sumner.

4. HIGHEST AND BEST USE ANALYSIS:

Highest and Best Use as Vacant:

The highest and best use of the property as though vacant will be unchanged from the *Before* situation, which is for industrial use.

Highest and Best Use, as Improved:

As in the *Before* situation, the highest and best use for the property as improved is for continued public utility/light industrial use, with the potential to expand.

5. VALUATION - AFTER:

As in the *Before* situation, only the Sales Comparison Approach was considered as it relates to land value.

(A) Site Valuation:

(1) Sales Comparison Approach:

In the *Remainder*, the subject parcel will have adequate size for a similar type use as in the *Before* analysis. Thus, the appraiser was able to use the same comparables and a somewhat similar analysis in the *Remainder* situation. For reference purposes, these comparables have been reproduced in summary chart form that follows:

LAND SALE COMPARABLES

<u>Sale</u>	<u>Location</u>	<u>Sale Date</u>	<u>Site Size (Sq.Ft.)</u>	<u>Analysis Price</u>	<u>Price/Sq.Ft.</u>
L-1	14302 24th Street Sumner	May-18	165,963	\$2,430,590	\$14.65
L-2	5509 Military Road Puyallup	Dec-20	288,367	\$4,550,000	\$15.78
L-3	1710 136th Avenue East Sumner	Apr-19	125,888	\$2,032,800	\$16.15
L-4	942 Valentine Avenue Southeast Pacific	May-18	255,545	\$4,446,483	\$17.40

In the *After*, the subject will continue to contain 139,828 square feet; however, 882 square feet of the subject site will be encumbered with a permanent easement. In the *Before*, the indicated land value was concluded at \$16.00 per square foot. Due to a relatively nominal change in the size of the subject property, the unit rate indicated by the concluded value of \$16.00 per square foot in the *Before* can be utilized as a basis to derive the *Remainder* value of the subject site. Thus, in the *Remainder* a value of \$16.00 per square foot is considered reasonable for the unencumbered land area of 138,946 square feet (139,828 sq.ft. – 882 sq.ft.).

Permanent Easement

A portion of the subject's site will be encumbered with a permanent easement containing an area of 882 square feet. The easement area will be permanent and fully developed by the city for use as a vehicular turn around; however, the property owner will continue to have access over the easement area, provided the area is not obstructed and unavailable for use by the city.

The owner will lose a portion of their "bundle of rights" of ownership to the area of the subject property that will be impacted by the proposed easement area. The loss of these rights will affect current and future uses and is compensable to the property owner. The amount of impact to property value can be difficult to measure but can generally be classified by the severity of the impact to the underlying rights. The following chart is an Easement Valuation Matrix¹ categorizing the easement types and their general impacts to the total bundle of rights.

¹ Donnie Sherwood, SR/WA, MAI, FRICS, "The Valuation of Easements," Right of Way Magazine, November/December 2014
https://eweb.irwaonline.org/eweb/upload/web_novdec_14_Valuation.pdf

Easement Valuation Matrix		
Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	- Severe impact on surface use - Conveyance of future uses	Overhead electric, flowage easements, railroad right of way, irrigation canals, exclusive access easements
75% - 89%	- Major impact on surface use - Conveyance of future uses	Overhead electric, pipelines, drainage easements, railroad right of way, flowage easements
51% - 74%	- Some impact on surface use - Conveyance of ingress/egress rights	Pipelines, scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines, cable lines, telecommunications
26% - 49%	- Location along a property line - location across non-usable land area	Water or sewer line, cable lines
11% - 25%	- Subsurface or air rights with minimal effect on use and utility - Location with a setback	Air rights, water or sewer line
0% - 10%	Nominal effect on use and utility	Small subsurface easement

The lower end of the diminution in value is reflected by easements that do not greatly restrict the underlying landowner's rights. In the subject's instance, this area will be physically separated from the remaining site area by a fence and the surface area cannot be blocked by the underlying landowner. Essentially, the grantee will have most rights over this area, including the needs to separate this site area from the remaining area.

The impact to the subject property as a result of the easement is somewhat substantial as this site area cannot be used solely by the property owner nor can it be developed in any way. Additionally, the encumbered area will be physically separated from the remainder of the subject site by fencing. Given these factors, a value diminution of 95% is concluded to be reasonable for the part of the remainder encumbered by the permanent easement.

This indicates a value on a per square foot basis of \$0.80 (\$16.00/sq.ft.)(0.05) per square foot for the encumbered site area. Therefore, the subject's land value in the *Remainder* is as follows:

"AFTER" LAND VALUE			
Identification	Area (Sq.Ft.)	\$/Sq.Ft.	Indicated Value
Fee Simple Area	138,946	\$16.00	\$2,223,136
Encumbered Area	882	\$0.80	\$706
	139,828		\$2,223,842
ROUNDED			\$2,223,800
<i>Internal calculations reflect a greater mathematical accuracy than shown.</i>			

The proposed project will require the removal and relocation of the existing barbed wire fence. The cost of the relocation of this site amenity is addressed as a cost to cure in the *Remainder*. A quote to remove and relocate the existing fence was not available for this appraisal report. Therefore, the cost for this item was procured from Marshall Valuation Service (MVS).

According to the provided right of way plan, the affected portion of existing fencing will be replaced with 84 feet of new fencing, to match the existing fencing. The existing fencing is eight feet tall, topped by 3-strand barbed wire and privacy slats. According to MVS, Section 66, Page 4, the cost of the fencing is \$43.83 per foot. After applying applicable multipliers and 10% entrepreneurial incentive, the cost per foot of the fencing is \$64.75 per foot $(\$43.83/\text{ft.})(1.11)(1.21)(1.10)$. Therefore, the contributory value of the fencing is \$5,439 $(\$64.75/\text{ft.})(84 \text{ feet})$, rounded to \$5,500.

This amount is deducted from the land value conclusion to account for the cost to cure associated with the relocation of the affected fencing. Therefore, the subject's land value in the *Remainder* is as follows:

"AFTER" VALUE	
Item	Indicated Value
Site Value	\$2,223,800
Cost to Cure	(\$5,500)
Total	\$2,218,300
ROUNDED	\$2,218,300

LAND VALUATION, REMAINDER

\$2,218,300

(2) Income Approach, Site Evaluation: There was insufficient data relating to ground leases in the subject neighborhood, so this approach was not used in the appraisal.

(3) Correlation and Final Conclusion, Land Value: With the available data, only the Sales Comparison Approach was found applicable for the subject site. Thus, after taking into consideration of all of the market data, it is the opinion of the appraiser that the subject's land value in the *Remainder* is: \$2,218,300.

(B) Whole Property Valuation: A whole property valuation is not applicable, similar as in the *Before* situation.

(C) Correlation and Final Conclusion From All Approaches

The appraiser has considered all approaches to value, with the market value as follows:

Income Approach:	Not Applicable
Cost Approach:	Not Applicable
Sales Comparison Approach:	\$2,218,300

Considering the analysis presented in the preceding data and discussions, it is my opinion that the subject site in the *Remainder*, assuming fee simple interest, has an estimated market value as of the date of appraisal, April 15, 2021, of:

MARKET VALUE, REMAINDER	\$2,218,300
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The value conclusion herein assumes that subject property would be exposed on the open market for a reasonable length of time. In the *Remainder* the most probable buyer of the property would be an owner user or investor.

RECAPITULATION:

RECAPITULATION	
Premise	Indicated Value
Value of Property, "Before"	\$2,239,100
Value of Property, "Remainder"	\$2,218,300
Difference in Value	\$20,800

(11) EXPLANATION, MEASUREMENT, SUPPORTING DATA AND ALLOCATION OF DAMAGES, COSTS TO CURE, AND SPECIAL BENEFITS: There are no damages or Special Benefits within this analysis. There is a cost to cure associated with the removal and the relocation of the barbed wire fencing in the proposed permanent easement area. The cost to cure associated with the relocation of this improvement totals \$5,500.

12. SUMMARY OF APPRAISAL CONCLUSIONS

(Accounting tabulation - NOT indicative of appraisal method employed)

Indicated Subject Value Before Project		
Highest and Best Use Before: Industrial		
Land value before		
(139,828 sq. ft.)(\$16.00/sq. ft.)	\$2,237,300, rounded	
Total Land Value, Before	Total land value before	\$2,237,300
Improvement value before: Maj. Imp. Not Imp.		
Site Improvements within Acquisition Area		
(Gravel)	\$1,800, rounded	
Total Improvement Value		\$1,800
TOTAL SUBJECT VALUE BEFORE PROJECT		\$2,239,100
Indicated Subject Value After Project		
Highest and Best Use After: Industrial		
Land Value after		
Fee Simple (138,946 sq. ft.)(\$16.00/sq. ft.)	\$2,223,136	
Encumbered Area (882 sq.ft.)(\$0.80/sq.ft.)	\$706	
Total Land Value, After		\$2,223,800, rounded
Improvements After Project: Not applicable		
Total Improvement Value, After		
Less Cost to Cure, if any	(\$5,500)	(\$5,500)
TOTAL SUBJECT VALUE AFTER PROJECT		\$2,218,300, rounded
Estimated value allocation of rights acquired		
Land:		
Encumbered (882 sq.ft.)(\$15.20/sq. ft.)	\$13,500, rounded	
Total Land		\$13,500
Site Improvements within Acquisition Area	\$1,800	
(Gravel)		
Total Improvements		\$1,800
Total Acquisition		\$15,300
Plus Damages and Cost to Cure:		
Fence	\$5,500	
Total Damages and Cost to Cure		\$5,500
Less Special Benefits, if any		
Total Estimated Owner Compensation		\$20,800

Note: totals should be rounded to nearest significant market number. Total Subject value before less Total Subject value after must equal Estimated Owner Compensation.

13. REPORT OF CONTACT WITH OWNER

Person Contacted:

Kristine Maristela, property representative (PSE Real Estate)
Jeffrey Kiesz, property representative (PSE Engineering)
Kurt Krebs, property representative (PSE Engineering)

Date:

The inspection was conducted on April 15, 2021.

Address:

XXX 24th Street East (Westerly of East Valley Highway East)
Sumner, WA

Method of Contact:

Telephone

Telephone:

Kristine Maristela (425-426-2772)
Jeffrey Kiesz (206-348-2347)

Appraiser was accompanied by:

Marge Bailey with Tierra Right of Way Services and a representative of Puget Sound Energy.

Comments:

April 15, 2021: The owner's representatives gave permission to inspect the property without them being present. An inspection of the property included Barbro Hines with SH&H Valuation and Consulting, Marge Bailey with Tierra Right of Way Services. During this time a representative of Puget Sound Energy was at the site and allowed us access onto the site for pictures.

Industrial Personalty/Realty Report						
Project Title: Sewer Easement Turn Around & Fencing Plan Project			Parcel No. 9520000020			
Item	Owner	Tenant	Realty	Personalty	Salvage Value for Realty	
Land	X		X			
Building	X		X			
Utility Infrastructure	X		X			
Gravel	X		X			
Paving	X		X			
Lighting	X		X			
Fencing	X		X			
Gate	X		X			

ADDENDA

SECTION “E”

EASEMENT AGREEMENT

RETURN TO:

City of Sumner
Public Works Department
1104 Maple Street
Sumner WA 98390

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Easement – ingress and egress
GRANTOR(S):	Puget Sound Energy
GRANTEE:	City of Sumner, a Municipal Corporation
LEGAL DESCRIPTION:	Exhibit 'A' or page 1 of this document
ABBREVIATED LEGAL DESCRIPTION:	XXXX
ASSESSOR TAXPARCEL I.D. NUMBERS:	XXXX
ADDRESS OF PROJECT	XXXX – See Exhibit B

THIS INSTRUMENT made this ____ day of _____, 20____, by and between **Puget Sound Energy**, a _____ (“Grantor”) and the CITY OF SUMNER, a Washington municipal corporation (“Grantee”).

WITNESSETH that Grantor for and in consideration of mutual benefits derived and/or other valuable consideration receipt of which is hereby acknowledged, does hereby grant, and convey, to Grantee, its successors and/or assigns, an easement for ingress and egress for the purpose of transporting and turnaround of Grantee's personnel and equipment over, through, across and upon the following described property situated in Pierce County, Washington, to accommodate the Grantee's access to, and maintenance of, its adjacent public utility lift station, more particularly described on Exhibit A (the "Easement Area").

No obstructions of any kind whatsoever shall be allowed within the Easement Area that would impede the ingress, egress, and the ability to turn around vehicles and equipment for the purposes herein defined. Grantee shall have the right, but not the obligation, to enter the Easement Area and immediate adjacent incidental areas to remove obstructions and to maintain the Easement Area for its intended use.

Grantor shall retain the right to use the surface of this easement, including the immediately adjacent incidental areas, so long as that use does not interfere with the uses described in this document.

Grantee shall at all times exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee accepts the easement area in its present physical condition, AS IS or as hereafter improved to accommodate the uses outlined herein. Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense actions and claims, including costs and reasonable attorney's fees incurred by Grantor in connection therewith, arising directly on account of or out of the exercise by Grantee, its servants, agents, employees and contractors of the rights granted in this easement.

This easement shall be a covenant running with the land forever and shall be binding on the Grantor's successors, heirs, and assigns.

DATED this ____ day of _____, 20____.

GRANTOR

Its: _____ Its: _____

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _ day of _____, 20 __, before me a Notary Public in and for the State of Washington, personally appeared _____ and _____, of _____, a corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the State
Washington, residing at _____
My Commission Expires: _____

CITY OF SUMNER

By:

William L. Pugh Mayor

By:

Jason Wilson City Administrator

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

On this _____ day of _____, 20__ before me, the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared William L. Pugh and Jason Wilson, representing themselves as Mayor and City Administrator, respectively, of the City of Sumner, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed Name:

NOTARY PUBLIC in and for the State
Washington, residing at

My Commission Expires: _____

Approved to Form:

ATTEST:

By:

Andrea Marquez City Attorney

By:

Michelle Converse City Clerk

EXHIBIT “A” LEGAL DESCRIPTION

Exhibit 'B'
Map

SECTION “M”

MARKET DATA

Land Sale No. 1

Property Identification

Record ID	13216
Property Type	Industrial
Address	14302 24th Street, Sumner, Pierce County, Washington 98390
Location	Southeasterly corner of 24th Street East and 142nd Avenue East
Assessor's Parcel Number	0420128018

Sale Data

Grantor	Sumner Business Park Associates
Grantee	FR 24 Street East LLC
Sale Date	May 07, 2018
Auditor's File Number	201805070527
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Typical
Verification	Wilma Warshak, buyer's broker; (206) 409-1432

Sale Price	\$2,430,590
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Land Data

Zoning	MICO
Topography	Level
Utilities	All available
Shape	Nearly rectangular
Flood Info	In the flood zone per Pierce County GIS

Land Size Information

Gross Land Size	3.810 Acres or 165,963 SF
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Indicators

Sale Price/ SF	\$14.65
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Remarks

This is the May 2018 sale of industrial land in Sumner, Washington. The site is located within an existing industrial area. According to Pierce County GIS mapping, the site is located within a flood zone area; however, this factor is not unusual for many industrial properties in the Sumner area. The selling agent reported no atypical factors relevant to the transaction. Subsequent to the sale, the site has been improved with a 66,751-square-foot warehouse.



14302 24TH STREET



SUMNER INDUSTRIAL LAND

Land Sale No. 2

Property Identification

Record ID	14131
Property Type	Industrial
Address	5509 Military Road, Puyallup, Pierce County, Washington 98375
Location	Easterly side of Canyon Road East, at terminus of Military Road East
Assessor's Parcel Number	0419302043

Sale Data

Grantor	WGW 167000 LLC
Grantee	Exeter Canyon Land LLC
Sale Date	December 03, 2020
Auditor's File Number	202012031022
Financing	Cash to seller
Verification	Zane Shiras, Real Estate Agent; (206) 724-7120

Sale Price	\$4,550,000
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Land Data

Zoning	CE - Pierce County
Topography	Generally level
Utilities	Public water, sewer, electric
Shape	Rectangular
Flood Info	Regulated flood zone at south end of site

Land Size Information

Gross Land Size	6.620 Acres or 288,367 SF
Front Footage	352 ft Canyon Road East

Indicators

Sale Price/ SF	\$15.78
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Remarks

According to the real estate agent involved with this transaction, the site was acquired to be developed along with an adjacent site in support of a large distribution warehouse. The adjacent site, identified as Pierce County Assessor's Parcel 0419302044, contains 31.51 acres, or 1,372,576 square feet. Because there were two different sellers, the sales are handled as separate sales.

This transaction involved a site containing 6.62 acres, or 288,367 square feet. According to the agent involved, part of the site was undevelopable due to critical areas. The exact area is not known. However, the agent estimated that approximately 1/3 of the site was estimated as being impacted.



**EASTERLY SIDE OF CANYON ROAD EAST,
AT TERMINUS OF MILITARY ROAD EAST**



5509 MILITARY ROAD

Land Sale No. 3

Property Identification

Record ID	13906
Property Type	Industrial
Address	1710 136th Avenue East, Sumner, Pierce County, Washington
Location	West side of 136th Avenue East, just south of Nyberg Road SW
Assessor's Parcel Number	4495401101
Instrument	Statutory Warranty Deed

Sale Data

Grantor	Seven Stars Seattle, Inc.
Grantee	Bridge Point Sumner 60, LLC
Sale Date	April 01, 2019
Auditor's File Number	201904020505
Property Rights	Fee simple
Sale History	No sales in prior five years
Verification	Kermit Jorgensen, Listing Agent; 206-787-1475

Sale Price	\$2,000,000
Upward Adjustment	\$32,800 (Demolition Costs)
Analysis Price	\$2,032,800

Land Data

Zoning	Light Industrial w/ MIC overlay; City of Sumner
Topography	Level
Utilities	All available
Shape	Rectangular
Flood Info	Not in a flood zone; no onsite wetlands

Land Size Information

Gross Land Size	2.890 Acres or 125,888 SF
Front Footage	290 ft along 136th Avenue East

Indicators

Analysis Price/ SF	\$16.15
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Land Sale No. 3 (Cont.)

Remarks

This is the sale of an industrial site located in an industrial area along 136th Avenue East in the City of Sumner. Site coverage at the time of sale consisted of gravel, fencing, a residence and garage. The buyer was responsible for demolishing the structures. The combined area of the two structures is approximately 4,100 square feet. Utilizing a market supported amount of \$8.00 per square foot, inclusive of profit, the demolition costs are estimated at \$32,800 (4,100 sq.ft.)((\$8.00/sq.ft.), which is added to the sale price.

The site was listed for sale in August 2018 with no list price. The site was purchased by Bridge Point Sumner 60, LLC, in an arm's length transaction in April 2019 for \$2,000,000. Subsequent to the land sale, Bridge Point Sumner 60, LLC developed the site with an industrial building containing an area of 64,574 square feet. Morgan Stanley purchased the improved property as part of a larger portfolio for \$13,347,000 or about \$207.00 per square foot on May 1, 2020.



**WEST SIDE OF 136TH AVENUE EAST,
JUST SOUTH OF NYBERG ROAD SW**



1710 136TH AVENUE EAST

Land Sale No. 4

Property Identification

Record ID	13215
Property Type	Industrial
Address	942 Valentine Avenue Southeast, Pacific, Pierce County, Washington 98047
Location	Westerly side of Valentine Avenue SE, southerly of 8th Street East
Assessor's Parcel Numbers	4495400100, 4495400110, 4495400120, and 4495400130

Sale Data

Grantor	R3 Investments LLC
Grantee	Pacific Logistics Industrial South LLC
Sale Date	May 22, 2018
Auditor's File Number	201805220609
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Typical
Sale History	See remarks
Verification	Jeff Crane, seller's representative; (206) 949-4339, Other sources: Appraisal of property

Sale Price	\$4,446,483
-------------------	-------------

Land Data

Zoning	Industrial / MICO Overlay
Topography	Level
Utilities	All available
Shape	Rectangular
Flood Info	Not in the flood zone

Land Size Information

Gross Land Size	6.666 Acres or 290,367 SF
Useable Land Size	5.867 Acres or 255,545 SF , 88.09%

Indicators

Sale Price/Useable SF	\$17.40
------------------------------	---------

Land Sale No. 4 (Cont.)

Remarks

This is the May 2018 sale of industrial land in Pacific, Washington. At the time of the sale, the property consisted of four Pierce County Assessor's parcels (4495400100, 4495400110, 4495400120, and 4495400130), that have since been reconfigured into one parcel, 449500131. The buyer, related to Panattoni Development Company, plans to improve the site with a tilt up masonry industrial building and supporting site improvements.

Reportedly, the northerly section of the site is impacted by wetlands, but the majority of the site can support development. The broker involved in the transaction confirmed that the buyer purchased the property for \$17.40 per square foot of usable site area.

The seller purchased the property in 2017, in two separate transactions. After purchasing the property the seller demolished some dilapidated structures onsite and cleared the site of brambles and brush. The total acquisition cost of the four parcels, inclusive of demolition and entrepreneurial profit, was \$3,405,700, equal to \$11.73 per square foot of gross site area, and \$13.33 per square foot of usable site area. Originally, the seller had planned to develop the site in support of his pallet manufacturing business but found the development process too onerous and thus decided to sell the property and look for an existing building.



942 VALENTINE AVENUE SOUTHEAST



VALENTINE AVENUE INDUSTRIAL LAND

SECTION “Q”

QUALIFICATIONS

BARBRO A. HINES, MAI, SRA

EDUCATION

Eastern Illinois University - Bachelor of Arts in Speech Communication

PROFESSIONAL DESIGNATION

MAI, Appraisal Institute

SRA, Appraisal Institute

PROFESSIONAL EDUCATION

Appraisal Institute Courses:

Introduction to Appraising

Applied Residential Property Valuation

Advanced Residential Form and Narrative Report Writing

Basic Income Capitalization

General Applications

Advanced Income Capitalization

Highest and Best Use and Market Analysis

Advanced Sales Comparison and Cost Approaches

Report Writing and Valuation Analysis

Advanced Applications

Standards of Professional Practice, Part A

Standards of Professional Practice, Part B

Business Practice and Ethics

CERTIFICATIONS

General Classification Washington State Certified Real Estate Appraiser

State of Washington Certification 1101044

EXPERIENCE

Partner/Appraiser – SH&H Valuation and Consulting (formerly Strickland, Heischman, and Hoss,
Tacoma, WA

(1996 to present)

Owner/Appraiser – Barbro A. Hines and Associates, South Holland, IL

(1989-1995)

Associate Appraiser – Ralph W. Hines and Associates, South Holland, IL

(1986-1989)

APPRAISAL EXPERIENCE INCLUDES

Agricultural Land	Mobile Home Parks
Apartments	Offices (Professional and Medical)
Automobile Dealerships	Residential
Bank Branches	Restaurants
Churches	Retail
Cold Storage/Food Processing Facilities	Right-of-Way
Conservation Easements	Schools
Gas Station/C-Stores	Storage Complexes
Hotels/Motels	Subdivisions
Industrial Properties	Waterfront Properties

COMPLETED APPRAISAL ASSIGNMENTS FOR

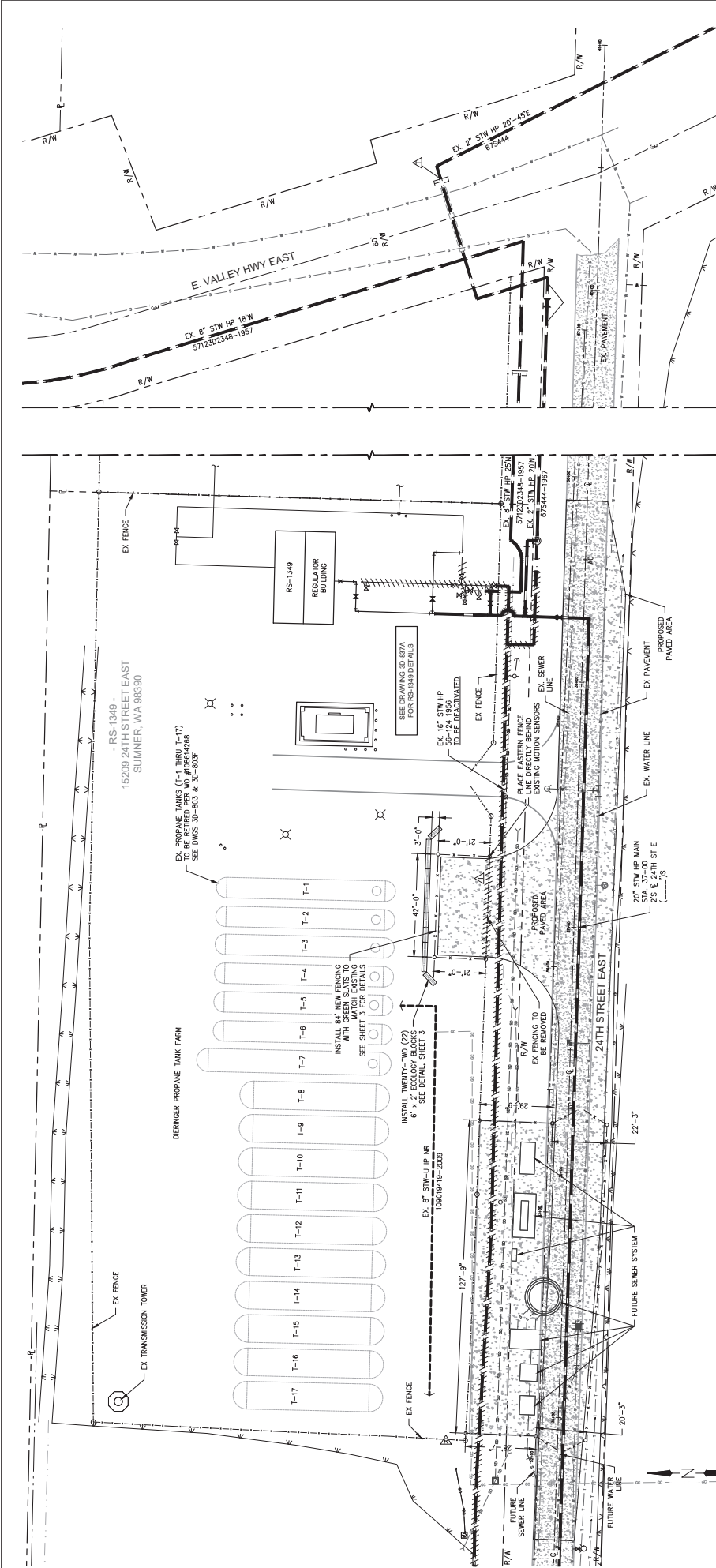
Wells Fargo	Pacific Crest Trail Association
U.S. Bank	South Sound Bank
KeyBank	Washington State Department of Transportation
Union Bank	Jefferson County Public Works
Bank of America	City of University Place
Salal Credit Union	Sawyer Family Partnership
Timberland Savings	University of Washington
Kitsap Bank	Universal Field Services
Umpqua Bank	Columbia Bank
First Citizens Bank	Harborstone Credit Union
Jon E. Cushman, Attorney at Law	Washington Department of Natural Resources
Laura Weselmann, Attorney at Law	Puyallup Tribe of Indians
Costco Wholesale	Pacific Continental Bank
City of Lakewood	Vashon-Maury Island Land Trust
Washington Federal	Capitol Land Trust
City of Tacoma	Metropolitan Park District of Tacoma

PARTIAL LIST OF WASHINGTON COUNTIES APPRAISED IN

Clallam County	Mason County
Cowlitz County	Pacific County
Grays Harbor County	Pierce County
Jefferson County	Skagit County
King County	Snohomish County
Kitsap County	Thurston County
Lewis County	Whatcom County

SECTION “R”

RIGHT OF WAY PLAN



SEWER EASEMENT TURN-AROUND & FENCING PLAN
SCALE: 1" = 20'-0"



2 BUSINESS DAYS BEFORE YOU DIG
THIS SKETCH NOT TO BE RELED UPON
REAL ESTATE EASEMENT PERMIT

PROJECT MANAGER CONTACT INFO		REAL ESTATE EASEMENT	
NAME	206-348-2347	NAME	N/A
CELL PHONE		PHONE	
EMAIL	206-348-2347	DATE	

PROJECT MANAGER CONTACT INFO		REAL ESTATE EASEMENT	
NAME	206-348-2347	NAME	N/A
CELL PHONE		PHONE	
EMAIL	206-348-2347	DATE	

PROJECT MANAGER CONTACT INFO		REAL ESTATE EASEMENT	
NAME	206-348-2347	NAME	N/A
CELL PHONE		PHONE	
EMAIL	206-348-2347	DATE	

RELOCATE EXISTING 16\"/>

PROJECT MANAGER CONTACT INFO		REAL ESTATE EASEMENT	
NAME	206-348-2347	NAME	N/A
CELL PHONE		PHONE	
EMAIL	206-348-2347	DATE	

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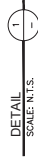
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- CONCRETE FOOTING SCHEDULE -		FOOTING DEPTH	FOOTING DIAMETER
VEHICLE GATE POST		3'-6" MIN.	18" MIN.
VEHICLE GATE POST WITH SLATS		4'-0" MIN.	24" MIN.
CORNER / LINE POST		3'-6" MIN.	12" MIN.
CORNER / LINE POST WITH SLATS		3'-6" MIN.	18" MIN.
CONCRETE GATE POST		3'-6" MIN.	6" MIN.

LINK FENCE WITH BARBED WIRE -
SCALE: N.T.S.



REV	DESCRIPTION	BY	CHKR	CP	ENG	APP	PM	DATE
REVISIONS								

SECTION “T”

TITLE REPORT

Commitment for Title Insurance

Title Officer: Rob Hainey
Email: Rob.Haine@ctt.com
Title No.: 211318-TC

Property Address:

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

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CHICAGO TITLE OF WASHINGTON

Title Officer: Title Officer 123

Title # LIVELOOKREPORT

1234 Main Street, Watson, California

APR 2, 2019 AT 1:00 A.M.

SUMMARY

VESTING: Sam Taylor and Davis Taylor, husband and wife as joint tenants

ADDRESS: 1234 Main Street, Watson, California

POLICY OF POLICY: A CHICAGO TITLE 1013 Homeowner's Policy of Title Insurance ALTA Loan 2005

EXCEPTIONS

- A. Property taxes which are a lien not yet due and payable
- B. Supplemental or assigned assessments, if any
- C. Payment of Contractual Assessment Required - HOENRACE
- 1. Water rights
- 2. Proceedings in a deed prohibiting the buying, selling or leasing of a Residing Rights on said Land
- 3. Easements, conditions, and restrictions
- 4. Easement
- 5. Deed of Trust
- 6. Abstract of Judgment
- 7. Notice of Independent Solar Energy System Producer Contract
- 8. Financing Statement
- 9. If the land is within the area affected by a Geographic Targeting Order issued by HUD

Effortless, Efficient, Compliant, and Accessible

SUBDIVISION

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Guarantee/Certificate Number:

211318-TC

CHICAGO TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

City of Sumner

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington
1142 Broadway, Suite 200
Tacoma, WA 98402

Countersigned By:

Authorized Officer or Agent



Chicago Title Insurance Company

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:

Title Officer: Rob Hainey
Chicago Title Company of Washington
1142 Broadway, Suite 200
Tacoma, WA 98402
Fax: 866-671-3908
Main Phone: (253)671-6623
Email: Rob.Hainey@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.70

Effective Date: April 7, 2021 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in](#):

Puget Sound Energy, Inc., a Washington corporation, successor by merger to Washington Natural Gas Company, a Delaware corporation

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

That portion of Lot 1 of White River Garden Tracts, according to the plat thereof, recorded in Volume 7 of plats, page 100, records of Pierce County Auditor, lying between the East line of the Northern Pacific Railway Company's right of way and of the West line of the Sumner-Dieringer County Road.

Except the West 100 feet thereof as measured at right angles to the East line of said Northern Pacific Railway Company's right of way;

Also except that portion thereof described as follows:

Beginning at the point of intersection of the North line of said Lot with the West right of way line of the Sumner-Dieringer County Road;

thence West along said North line a distance of 75 feet;

thence South to the South line of said Lot;

thence East along said South line to the said West right of way line of the Sumner-Dieringer County Road;

thence along said West right of way line to the point of beginning;

Situate in the County of Pierce, State of Washington.

SCHEDULE B

GENERAL EXCEPTIONS

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power and Light Company
Purpose: construct, erect, alter, improve, repair, operate, and maintain an electric transmission and distribution line, consisting of a guy anchor and appurtenances
Recording Date: January 7, 1927
[Recording No.: 835121](#)
Affects: portion of said premises

2. Matters contained in that certain document:

Entitled: City of Sumner Ordinance No. 1509
Recording Date: March 1, 1991
[Recording No.: 9103010017](#)

Reference is hereby made to said document for full particulars.

3. Matters contained in that certain document:

Entitled: Pre-Zone Map
Recording Date: March 1, 1991
[Recording No.: 9103010018](#)

Reference is hereby made to said document for full particulars.

4. Matters contained in that certain document:

Entitled: City of Sumner Ordinance No. 1524
Recording Date: October 9, 1991
[Recording No.: 9110090145](#)

Reference is hereby made to said document for full particulars.

5. Any rights, interests, or claims which may exist or arise by reason of the following survey:

Recording Date: March 13, 1992
[Recording No.: 9203130497](#)

SCHEDULE B

(continued)

6. Matters contained in that certain document:

Entitled: Easement Deed and Agreement
Executed by: Burlington Northern and Santa Fe Railway Company
And: MCI Telecommunications Corporaiton
Recording Date: January 22, 1999
Recording No.: 9901220855

Reference is hereby made to said document for full particulars.

7. A search of the records fails to disclose a dedication deed for SR 167 (Sumner-Dieringer Road). The Company is unable to determne the width of said road which is excepted in the legal described herein.
8. Question concerning the location of the centerline of the Burlington Northern Railroad Company (formerly Northern Pacific Railway Company) main or branch lines used as a monument to describe the herein described property.
9. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2021
Tax Account No.: 9520000020
Levy Code: 119
Assessed Value-Land: \$776,900.00
Assessed Value-Improvements: \$7,000.00

Special Taxes:
Billed: \$9.65
Paid: \$0.00
Unpaid: \$9.65

10. The property herein described is carried on the tax rolls as exempt. However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account No.: 9520000020

END OF SCHEDULE B



3609 Market Place W, Suite 201, University Place, WA 98466
p. 253.564.3230 | f. 253.564.3143



DATE: 5/21/2021
 RE: Parcel Title Summary Memo
 Reviewed by: Marge Bailey
 Project Name: City of Sumner - Sewer Easement Turn-around
 Project No.: 18WR00-308.01
 Project Parcel No.: 9520000020
 Title Report # 211318-TC Dated: 4/7/21
 Property Owner: Puget Sound Energy, Inc.

- ☐ Reviewed- No comments or concerns on exceptions
☒ Reviewed- See comments

Comments:

Exception Number	Exception Description	Recommended Action Subject To/ Delete and explanation	City of Sumner Comments
1	Easement Granted to: PSE Transmission and distribution line / Guy wire & Anchor Rec. Date: 1/7/1927 Rec. No.: 835121	Subject to: As-built easement, location undetermined.	
2	City of Sumner Ordinance No. 1509 Rec. Date: 3/1/1991 Rec. No.: 9103010017	Subject to: Zoning ordinance due to annexation	
3	Pre-Zone Map Rec. Date: 3/1/1991 Rec. No.: 9103010018	Subject to: Zoning map for City Ordinance No. 1509	
4	City of Sumner Ordinance No. 1524 Rec. Date: 10/9/1991 Rec. No.: 9110090145	Subject to: Zoning ordinance due to annexation	
5	Survey Rec. Date: 3/13/1992 Rec. No.: 9203130497	Subject to: Cannot delete matters of survey. This survey pertains to the smaller PSE lot to the east.	
6	Easement Granted to: BNSF Rec. Date: 1/22/1999 Rec. No.: 9901220855	Delete: Not on this parcel. This pertains to the BNSF corridor to the west.	
7	No dedication deed for SR 167	Subject to: A search of records fails to disclose a dedication deed for SR 167 (Sumner-Dieringer Road). The title company is	

		unable to determine the width of the road that is excepted in the legal description	
8	Centerline of BNSF corridor unknown	Delete: Not on this parcel	
9	Tax exemption status	Delete: Both grantor and grantee are tax exempt	

The undersigned has reviewed and approved the above exceptions/paragraphs to be deleted or remain on the final title policy to be issued to the City of Sumner.

City of Sumner

Name Date

Commitment for Title Insurance

Title Officer: Rob Hainey
Email: Rob.Hainey@ctt.com
Title No.: 211318-TC

Property Address:

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title LiveLOOK report, Click Here](#)



Effortless, Efficient, Compliant, and Accessible

SUBDIVISION

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Guarantee/Certificate Number:

211318-TC

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

City of Sumner

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington
1142 Broadway, Suite 200
Tacoma, WA 98402

Countersigned By:

Authorized Officer or Agent



Chicago Title Insurance Company

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:

Title Officer: Rob Hainey
Chicago Title Company of Washington
1142 Broadway, Suite 200
Tacoma, WA 98402
Fax: 866-671-3908
Main Phone: (253)671-6623
Email: Rob.Hainey@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.70

Effective Date: April 7, 2021 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in](#):

Puget Sound Energy, Inc., a Washington corporation, successor by merger to Washington Natural Gas Company, a Delaware corporation

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
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Except the West 100 feet thereof as measured at right angles to the East line of said Northern Pacific Railway Company's right of way;

Also except that portion thereof described as follows:

Beginning at the point of intersection of the North line of said Lot with the West right of way line of the Sumner-Dieringer County Road;

thence West along said North line a distance of 75 feet;

thence South to the South line of said Lot;

thence East along said South line to the said West right of way line of the Sumner-Dieringer County Road;

thence along said West right of way line to the point of beginning;

Situate in the County of Pierce, State of Washington.

SCHEDULE B

GENERAL EXCEPTIONS

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power and Light Company
Purpose: construct, erect, alter, improve, repair, operate, and maintain an electric transmission and distribution line, consisting of a guy anchor and appurtenances
Recording Date: January 7, 1927
[Recording No.: 835121](#)
Affects: portion of said premises

2. Matters contained in that certain document:

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Recording Date: March 1, 1991
[Recording No.: 9103010017](#)

Reference is hereby made to said document for full particulars.

3. Matters contained in that certain document:

Entitled: Pre-Zone Map
Recording Date: March 1, 1991
[Recording No.: 9103010018](#)

Reference is hereby made to said document for full particulars.

4. Matters contained in that certain document:

Entitled: City of Sumner Ordinance No. 1524
Recording Date: October 9, 1991
[Recording No.: 9110090145](#)

Reference is hereby made to said document for full particulars.

5. Any rights, interests, or claims which may exist or arise by reason of the following survey:

Recording Date: March 13, 1992
[Recording No.: 9203130497](#)

SCHEDULE B

(continued)

6. Matters contained in that certain document:

Entitled: Easement Deed and Agreement
Executed by: Burlington Northern and Santa Fe Railway Company
And: MCI Telecommunications Corporaiton
Recording Date: January 22, 1999
[Recording No.: 9901220855](#)

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8. Question concerning the location of the centerline of the Burlington Northern Railroad Company (formerly Northern Pacific Railway Company) main or branch lines used as a monument to describe the herein described property.
9. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2021
Tax Account No.: 9520000020
Levy Code: 119
Assessed Value-Land: \$776,900.00
Assessed Value-Improvements: \$7,000.00

Special Taxes:
Billed: \$9.65
Paid: \$0.00
Unpaid: \$9.65

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Tax Account No.: 9520000020

END OF SCHEDULE B

ESCROW AGREEMENT

TO: Chicago Title
1142 Broadway, Suite 200
Tacoma, WA 98402
Attn: Rob Hainey

Owner Name: Puget Sound Energy
Attn: Jeff Kiesz
PO Box 97034
Bellevue, WA 98009
Parcel No.: 9520000020

DATE: _____

Puget Sound Energy, Inc., and the undersigned, mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The undersigned grantors hereby authorize the issuance of a City of Sumner warrant payable solely to the above-named Escrow Agent, for our benefit.
2. Receive the Easement handed herewith from me/us as grantor to City of Sumner as grantee, conveying a portion of the lands described in your above-referenced Preliminary Commitment.
3. Receive the sum of \$20,800 in the form of a City of Sumner warrant that you are instructed to distribute as follows:

Pay and eliminate of record all encumbrances on said premises shown in your Preliminary Commitment dated 4/7/2021 and supplements dated N/A together with any other encumbrances appearing of record against said premises, on statement of holder or holder's representative prior to closing, except those noted in paragraphs 1 – 5 and 7 of Schedule B of Guarantee/Certificate No. 211318-TC.

4. Note: All escrow and recording fees shall be paid by City of Sumner.
5. City of Sumner, at its discretion, reserves the right to withdraw the funds for this transaction from escrow and close this transaction independently or deposit said funds with the Clerk of the Court if deemed necessary.
6. When ready to vest title in City of Sumner, record instrument shown in instruction 2 above (no recording fee or excise tax is to be charged) and prepare CLOSING DETAIL STATEMENT as explained on the reverse hereof.
7. Remit the balance by your check to: Puget Sound Energy, Inc. Attn: Jeff Kiesz, PO Box 97034, Bellevue, WA 98009 with your CLOSING DETAIL STATEMENT.
8. Issue standard form Owner's policy of title insurance in the sum of \$20,800 insuring City of Sumner as owner of the estate conveyed.
9. Upon closing, mail recorded instruments, title policy, and copy of CLOSING DETAIL STATEMENT to City of Sumner, Public Works Department, 1104 Maple Street, Ste. 260, Sumner, WA 98390-1423

City of Sumner

Puget Sound Energy

By: _____
Andrea Marquez, City Attorney

By: _____
Jeff Kiesz

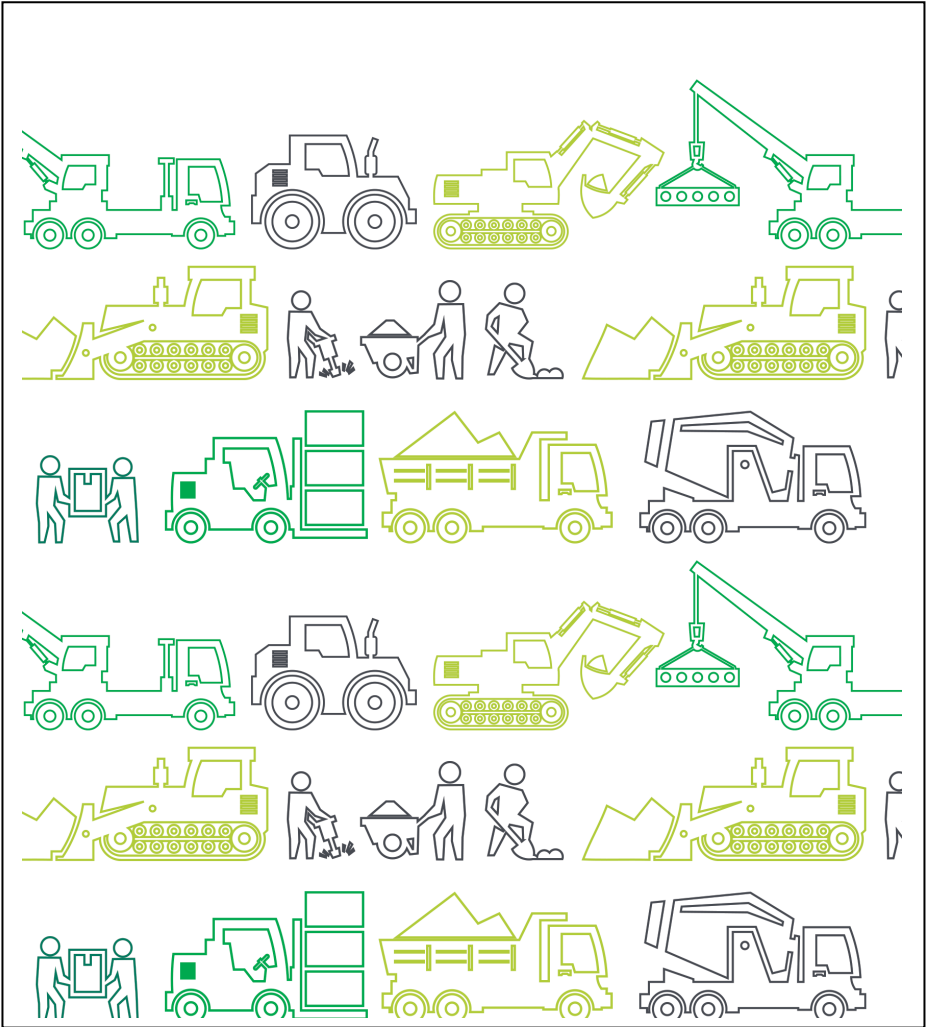
CLOSING DETAIL STATEMENT

As indicated on the Escrow Instructions, the Escrow Agent shall furnish, upon the completion of the escrow transaction, a CLOSING DETAIL STATEMENT that will show thereon:

- (a) The date of receipt and total amount of escrowed funds.
- (b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City of Sumner.
- (c) The date on which the City of Sumner's grantor is notified that the Escrow Agent is ready to disburse funds to the City of Sumner's grantor.
- (d) Date of closing of the escrow.
- (e) Detail of a mortgage payoff that includes:
 - Principal unpaid balance and date.
 - Accrued interest and dates for which interest is paid.
 - Prepayment penalty assessed, if any.
 - Offset of reserves held by mortgagee.
 - Net amount paid to mortgagee and date.
- (f) Sums, if any, withheld from distribution to City of Sumner's grantors at time of closing, and for what reason.
- (g) Endorsements to the effect that:
 - 1. The statement has been read by the City of Sumner's grantor, approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.
 - 2. The closing officer certifies that the statement is true and correct.

In case the Escrow Agent has withheld funds from distribution to the City of Sumner's grantors for any reason, the Escrow Agent shall furnish to the City/County copies of correspondence transmitting such withheld funds at the time of their final disposition.

Transportation Property Needs and You



CONTENTS

Introduction 1

Transportation Projects & Private Property

 Why are transportation projects needed? 2

 Why is private property needed for these projects? 2

 How much of my property is needed? 2 & 3

 Can I prevent the Agency from acquiring my property? 3

**The Basic Steps When a Transportation Project
Requires Private property 4**

Property Valuation 5

 How does the Agency determine what
 my property is worth? 5 & 6

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Introduction

The acquisition of private property for a transportation project has been designed to establish uniform procedures to assure legal entitlements and provide fair, equitable, and consistent treatment to private property owners whose property is needed for an Agency's project.

The program is administered in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act or URA).

This brochure will help explain the acquisition process under the eminent domain laws.

Your concerns are important to our Agency and our goal is to minimize any disruptions and other impacts of the project. Thank you for taking the time to read this brochure. Our Agency appreciates your understanding and cooperation.

Transportation Project & Private Property

Why are transportation projects needed?

- To accommodate Washington State's growing population.
- To correct or prevent unsafe conditions on existing roadways.
- To promote environmental stewardship.

Why is private property needed for these projects?

Transportation projects require numerous studies and many years of planning. Project engineers take care to consider all options in designing and locating projects and include private property only when necessary. Brand new roadways and associated facilities, such as stormwater ponds and retaining walls, almost always require private property. Whenever possible, projects to reconfigure existing roadways and associated facilities will be designed without the need for additional property.

How much of my property is needed?

You will receive an offer letter that explains what is needed for the project. Every property and property owner's situation are unique. In general, one or more of the following will apply:

- To temporary Right of Entry on your property
- A temporary Easement on your property
- A permanent Easement on your property
- A restriction of access to the roadway from your property
- A portion of your property
- All your property

For the remainder of this brochure, every instance of “your property” refers to whatever amount of property, type, or property right, or both, is required for the project.

Can I prevent the Agency from acquiring my property?

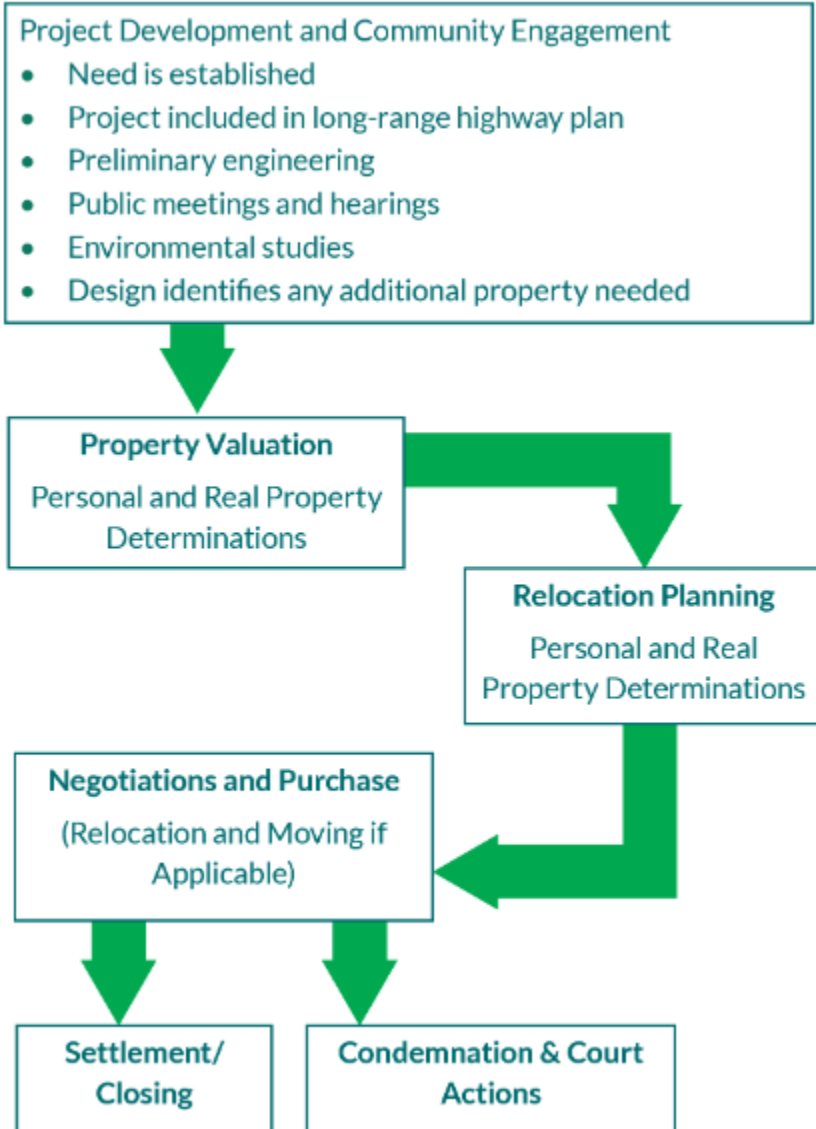
The Washington State Constitution authorizes the government to acquire private property through Eminent Domain for public purpose, following payment of just compensation to the property owner.

The question of what qualifies as a genuine public purpose is a judicial one. To prevent an Agency from acquiring your property, you will need to convince a court of law that the Agency’s proposed use of your property is not truly needed for a public purpose.

Your rights and the rights of the State are defined by the State’s Eminent Domain laws. These laws are designed to:

- Safeguard you from receiving less than what you are entitled to be paid for your property.
- Prohibit the Agency from acquiring private property unnecessarily.
- Ensure proper use of taxpayers’ funds by preventing excessive payment for property rights needed for road projects.

The Basic Steps When a Transportation Project Requires Private Property



Property Valuation

How does the Agency determine what my property is worth?

The Washington State Constitution requires the government to pay ***Just Compensation*** before acquiring property for public use. ***Just Compensation*** is an estimate of the compensation due for the property based on the ***Fair Market Value*** of the property. ***Fair Market Value*** is the price a willing buyer would pay, and a willing seller would accept, in an arm's length transaction where neither is under any compulsion to buy or sell and both have knowledge of the relevant facts.

The Agency will prepare and provide you with a report that will outline an estimate of the ***Fair Market Value*** of your property. The report of value you receive is based on either an Appraisal Waiver (Administrative Offer Summary) or an Appraisal.

Appraisal Waiver (Administrative Offer Summary):

Prepared for the acquisition of property estimated to be valued at \$25,000 or less and the when the valuation task is uncomplicated. This is simplified, high-level valuation of your property completed by a real estate professional. If the estimated value of your property's acquisition is between \$10,000 and \$25,000, and uncomplicated, you have the option to have the Agency complete an appraisal of your property.

Appraisal:

Prepared for acquisitions of property estimated to be valued over \$25,000, or under \$25,000 when there are variables that complicate the valuation task. This is a detailed valuation of your property completed by a certified appraiser.

If an appraisal is prepared, federal regulations give you the right to a joint inspection of your property with the appraiser.

The appraiser will ask to personally inspect your property and try to accommodate your schedule for the joint inspection. It is to your benefit to accompany the appraiser on the inspection. During the inspection you will have the opportunity to point out any features of the property that you believe may be relevant to its valuation. Appraisers are trained to know what to look for, but without your input, it is possible to overlook an important item. You may appoint a representative to attend the appraisal inspection in your place if you are unable or do not wish to be present.

How do I determine that the amount offered is fair?

The report you receive is based on standard valuation principles to ensure that ***Just Compensation*** is arrived at objectively and impartially. Every appraisal is subjected to an intensive review by a Review Appraiser – selected for experience, special training, and ability. The Review Appraiser will review the appraisal report to ensure that all applicable appraisal standards and requirements are met. Only when the reviewer is satisfied that the appraiser's conclusion of value is sound and adequately supported will he or she approve the appraisal. ***Just Compensation*** is set based on this approved ***Fair Market Value*** determination.

Negotiations & Purchase

How long do I have to consider the offer?

You will receive a written offer of *Just Compensation* from the Agency as soon as possible after the valuation is completed. The acquisition specialist presenting the offer on behalf of the Agency will:

- Meet with you in person, when possible, to present and review the offer.

OR

- Mail your offer and present and review it with you verbally – typically via phone call or video conference.

The acquisition specialist's job is to walk you through the property acquisition process and to answer or find answers to any questions you may have about the process, the project, or both. The acquisition specialist will also try to minimize, to the extent possible, any inconveniences associated with the Agency's acquisition of your property.

You will be given a minimum of 30 days to consider the Agency's offer. Many real estate transactions, including ones between an Agency and property owners, are the result of discussions. These discussions are called negotiations and are essential in reaching an agreement satisfactory to both parties. The acquisition specialist will continue negotiating as long as negotiations are done in good faith and appear to be headed toward an agreement.

What if I believe the offer is too low?

You are encouraged to seek the advice of someone knowledgeable in real property values and Eminent Domain transactions to assist you in evaluating the Agency's offer such as:

- An appraiser
- A real estate agent
- An attorney

The actual cost for obtaining such advice, up to \$750, will be reimbursed by the Agency upon presentation of a bill or a receipt proving payment.

If you conclude the offer is too low or are otherwise not prepared to accept the offer as presented,

The acquisition specialist will:

- Listen and attempt to address your concerns.
- Consider any new information you provide.
- Request a counteroffer.
- Make every attempt to negotiate a settlement acceptable to both parties.

The acquisition specialist will NOT try to coerce you into accepting the Agency's offer.

Settlement & Closing

What happens if I accept the Agency's offer?

If you decide to accept the offer, either as presented or as negotiated with the acquisition specialist, the Agency becomes owner of the property once:

- You sign the documents necessary to transfer the property to the Agency as provided by the acquisition specialist and escrow officer, if applicable.

AND

- You receive payment for the property.

The acquisition specialist will handle all the details of the sale. All closing costs, including escrow fees, if applicable, will be paid by the Agency. If the transaction closes in escrow, you will receive payment from the escrow company. Otherwise, your payment will be processed by the Agency. You can expect to receive it approximately four to six weeks after signing documents. **It is recommended that you check with a tax professional or the IRS regarding any questions you have on the tax implications of the sale of your property to the Agency.**

Will I have to move?

A relocation specialist will contact you if the Agency's acquisition of your property requires you to relocate. He or she will explain any relocation benefits to which you are entitled. You will have no less than 90 days to vacate the property after receiving notice you are required to move.

If you are required to move because of the Agency's acquisition, you may be able to rent the property back from the Agency for an agreed-upon time. At your request, the property acquisition and relocation specialists will work with you to determine if circumstances would allow for this.

Condemnation & Court Actions

What happens if I don't accept the Agency's offer?

The acquisition specialist may ask you for a **Negotiated Possession and Use Agreement** if negotiations reach an impasse. This document is between the Agency and the property owner agreeing that, upon payment of a certain amount to the property owner, the Agency is entitled to immediate (or dated) possession and use of the property prior to final agreement on *Just Compensation*.

The Agency recognizes that some property owners would prefer not to sell their property but hopes that when negotiations are complete, you can say you have been treated courteously and fairly. If negotiations ultimately fail to reach an agreed upon value, the Agency will refer the acquisition to their attorneys. Once this happens, the Agency's original offer and any counteroffers are withdrawn.

The Agency's attorney will file a **condemnation action** in superior court in the county where the property is located. This is a lawsuit by which a government is exercising Eminent Domain to acquire private property for public use.

What happens if I don't accept the Agency's offer?

The Agency recommends you hire an attorney to represent you. In addition, you may employ one or more appraisers and any other witnesses your attorney may recommend testifying in support of your case. You may be entitled to payment of their associated fees by the Agency. You should discuss questions of eligibility for recovery of fees with your counsel.

A condemnation action requires the Agency to demonstrate to the court that your property is needed for a public purpose. After the Agency's attorney files the action, he or she will ask the court for an *Order Adjudicating Public Use and Necessity*. This order from the court establishes that the

property sought by the government is necessary for use by and for the benefit of the public.

The Agency may also request a ***Stipulated Possession & Use***. This is an order through the courts confirming an agreement between the Agency and the property owner that the Agency will pay a specific amount of money into the registry of the court for the benefit of the property owner in exchange for possession and use of the property in advance of the determination of ***Just Compensation***.

You are entitled to a trial by jury, but a settlement may be negotiated between attorneys without going to trial.

The case is closed when a ***Judgment and Decree of Appropriation*** is awarded by the court after the judge or jury renders a verdict or when a settlement is reached before trial. This is a court order that awards title to the property to the Agency.

Contact Us

For additional information or questions on the acquisition process or to learn more about the Agency's project, please contact:

City of Sumner

1104 Maple Street, Suite 200

Sumner, WA 98390

253-299-5500

Agency Title VI Notice to the Public

It is the Agency's policy to ensure that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its programs and activities. Any person who believes his/her Title VI protection has been violated, may file a

complaint with the City of Sumner Public Works Department. For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact the City of Sumner Public Works Department.

Americans with Disabilities Act (ADA) Information

This material can be made available in an alternate format by emailing the City of Sumner Public Works Department. or by calling toll free, 855-362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.



Monthly Project Management Report

July 2022

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Major Projects

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Michael Kosa	Budget: \$30,000,000
Finance: \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ☒ Selection of Design Consultant (10/13) ☒ Design Consultant Contract Award (12/13) ☒ ROW Environmental Review Completed (11/16) ☒ Start Final Design (2/21) ☐ ROW Acquisitions (12/22) ☐ Design Complete (10/22) ☐ Construction Contract Award (04/23) ☐ Construction Complete (08/26)		Status: Project is developing 90% Design Plans, Acquire Right-of-Way, and Coordinate Utility Relocations City is reviewing 60% Design Plans Developing 60% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right-of-way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase) Pacific has received full funding for the design, ROW and construction of their adjacent project. The right-of-way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners. The Scope and Budget for Right-of-Way services has been received and will go to the 6/19 Council Meeting. The City is currently working with BergerABAM on the Scope & Fee for Right of Way services. The City is working with WSDOT and PSRC to finalize a process that will allow the right-of-way to proceed concurrent with the environmental studies of the White River currently being undertaken.	
Next Critical Activities (dates): 90% design submittal (3/22)			
Next Council Actions (dates): Right-of-Way Acquisition (06/22)			
Next Public Actions (dates):			

Project: East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)		Project Manager: Michael Kosa	Budget: \$2,000,000
Description: Complete the design and construction of a regional stormwater pond and relocation of Salmon Creek on City properties located near Sumner Tapps Hwy, between 64 th St E and 60 th St E.			
Schedule/Milestones: ■ Design Consultant Contract Award (09/13) ■ Design Complete (07/15) ■ Construction Contract Award (08/15) ■ Construction Complete (12/19) ■ Complete Plant Establishments (01/22)		Status: Project in Closeout Project in plant establishment period. Project 90% constructed. 60th reopened to traffic, there are no other major traffic impacts planned during project. Work restarted July 2019. The culvert has been delivered to the site. 60th Street may be closed for culvert installation, depending on contractor availability. Corps permit secured, contractor beginning project restart. The City is currently waiting on permit approval from the Army Corps of Engineers. Permit meeting occurred on site and an ESA consultation is pending. The contractor is currently on winter shutdown. Contractor to start work mid-September. Plantings at the mitigation site are 100% complete. Contractor to provide construction schedule for Mitigation Pond the week of 8/8/16. Contract has been suspended until further notice.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance (07/22)			
Next Public Actions (dates):			

Project: 166 th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (10% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP)			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ■ Consultant Award (12/18) ■ Intersection Control Evaluation (6/20) ■ Concept Report Complete (07/20) ☐ Preliminary Design Approval (9/22) ☐ Complete Fish Passage Culvert Design/Permitting (9/22) ☐ WSDOT Preliminary Design Approval (2/23) ☐ Design/ROW Complete (2/25) ☐ Construction Complete (12/27)		Status: Design Development underway for preliminary roadway and culvert/creek design. Updated scope in progress. Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): Preliminary Design Approval (8/22)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Fryar Ave Trail (14-01)		Project Manager: Andrew Leach	Budget: \$5,000,000 (construction unfunded), \$580,000 design, federal and City REET
Finance: \$197,760.00 (CMAQ-Design Only) and \$30,864 (City)			
Description: To design the last missing link of trail in town between Bridge Street Bridge and Fryar Bridge. The trail currently consists of a sidewalk & bike lane.			
Schedule/Milestones: ☒ Selection of Design Consultant (05/14) ☒ Design Consultant Contract Award (05/14) ☒ Consultant Supplement Award (6/21) ☒ Resume Design (7/21) ☐ Design Complete (12/22) ☐ Begin ROW Phase (1/23) ☐ Begin Construction Phase (2/25) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: The City will be receiving grant funding for the ROW phase of the project. The City is currently moving forward with the design and environmental phases of the project. The City is currently looking at grant opportunities to purchase right-of-way and moving forward with the environmental phase of the project. The design on this project is moving forward. A few alternatives for the trail layout were reviewed and a final layout was selected. Selecting the final layout will allow for the environmental phase to move forward. The design on this project is on hold until FEMA discussions allow for the trail to be constructed in the floodway. BergerABAM is proceeding with the design.	
Next Critical Activities (dates): Design Complete (12/22)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Left Bank Setback/White River Restoration (14-10)		Project Manager: Doug Beagle/Alisa O'Haver-Ayala/Robby Wright	Budget: \$60 Million
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event			
Schedule/Milestones: ☒ Selection of Design Consultant (09/14) ☒ Design Consultant Contract Award (09/14) ☒ Design Complete – 24 th St Utilities (05/22) ☒ Bid Award – 24 th St Utilities (06/22) ☐ Construction Complete – 24 th St Utilities (05/23) ☐ ROW Acquisition (TBD) ☐ Construction Contract Award – 24 th St Setback (05/23) ☐ Construction Complete – 24 th St Setback (12/25)		Status: 24 th St E Utility Relocation project awarded to Johansen on 6/22. Bids opening on 6/7/22 for 24th St Utility Relocation project (CIP 18-03). Permit Submitted to June Corp April 2021, out for Public Comment Moving from 65% to 90% Plans NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8. Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11th. Hydraulic and Sediment models are under review. The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2nd is with Natural Systems Design.	
Next Critical Activities (dates): Construction Complete – 24 th St Utilities (05/23)			
Next Council Actions (dates): ☐ ROW Acquisition (TBD)			
Next Public Actions (dates):			

Project: Pacific Pointbar / Stewart Setback (14-10)		Project Manager: Robby Wright	Budget: \$59,474,432
Description: Over 30 acres of floodplain reconnection and fish habitat. Installation of a floodwall along 16th and levee along 140th for increased flood protection.			
Schedule/Milestones: ☐ 90% Design Complete (12/22) ☐ Property Acquisitions Complete (12/24)		Status: The contract to demolish the structures on the Bushore and Eagle properties has been awarded. Staff is preparing a notice to proceed authorizing the contractor to move forward with the demolition work.	
Next Critical Activities (dates):			
Next Council Actions (dates)			
☐ ROW Acquisition (TBD)			

Project: Decant Facility (15-02)	Project Manager: Michael Kosa	Budget: \$747,000	Finance: \$390K Ecology Grant
Description: Design and construct upgrades to the Decant Facility. Improvements will include a concrete slab and a pre-engineered metal building.			
Schedule/Milestones: ■ Selection of Design Consultant (10/16) ■ Design Consultant Contract Award (11/16) ■ Design Complete (04/17) ■ Construction Contract Award (09/17) ■ Construction Complete (11/19) ■ Asphalt Contractor Selected (6/21) ■ Start Construction (8/21) ■ Construction Complete (9/21)	Status: Project in closeout Asphalt Paving Complete, Landscaping remaining Asphalt pavement work begins in mid-August Asphalt pavement work advertising for construction as small works project Project awaiting asphalt pavement after SR 410/Traffic Ave Interchange Contractor is complete Project in closeout Working on final Ecology Reimbursement. Stormwater pond construction is complete. Project is entering close out. Negotiating change order with contractor to construct stormwater pond required by Ecology. Coordinating plans with ecology, plan to construct storm water pond and asphalt paving in 2019. Notified of \$390K Ecology Grant Building construction complete. Investigating adding asphalt driving surface to project. This project is under construction and the contractor is currently working on final completion and punchlist. This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		
Next Critical Activities (dates): Completion Report (7/22)			
Next Council Actions (dates): N/A			
Next Public Actions (dates): N/A			

Project: 410/Traffic Ave Interchange (15-04)	Project Manager: Andrew Leach	Budget: \$17,000,000; Construction 100% grant funded
Description: Construct a new overpass for the SR 410/Traffic Ave Interchange to meet the demands of freight and commuter traffic.		
Finance: <i>Design:</i> Sound Transit \$100K, WA State Legislature #1 \$300K, Private Dev. \$75K, Port of Tacoma #1 \$11.5K, City of Sumner \$75K, STP Grant \$313K <i>Construction:</i> FIMSB \$2.5M, Sound Transit \$5.0M, Port of Tacoma #2 \$45k, WA State Legislature #2 \$500K, Private Development \$1.0M, TIB \$3M		
Schedule/Milestones: ■ Selection of IJR Consultant (10/15) ■ Preliminary Design Consultant Contract Award (08/16) ■ Final Design Consultant Contract Award (07/17) ■ Final Design Complete (12/18) ■ Construction Contract Award (07/19) ■ Construction Complete (1/22) □ Project Acceptance (9/22)	Status: City is working on the project closeout process with the contractor. Contract is in the plant establishment period of the project. Contractor has completed final paving. Contractor is now working on streetlights and landscaping. New signals have been installed. Contractor is working near final paving. Contractor is working on new signals on either end of the new bridge. Construction on new bridge has started. Construction has begun, contractor is working on temp water main. Ceccanti, Inc. was awarded the contract at the July 22nd special council meeting. A preconstruction meeting will be scheduled for early August. Bids opened 7/3/19 The final design is currently underway. The consultant agreement with Parametrix has been executed and the final design will begin in July.	

Project: Operations Facilities (17-13)	Project Manager: Doug Beagle/Alisa O'Haver-Ayala	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment. The current shops facility will be modified to house the Parks & Facilities maintenance staff and equipment as well as the community float, 1932 Kenworth fire engine, DARE GTO and the Police Department's impound and oversized evidence.		
Schedule/Milestones: ☒ Consultant Services Contract (08/18) ☐ Design Complete (7/22) ☐ Construction Contract Award – Early Work (08/22) ☐ Construction Complete – Early Work (04/23) ☐ Construction Contract Award – Main project (02/23) ☐ Construction Complete (9/24)	Status: Early work demo and preload package submitted for permit. Consultant working towards 100% plans and submitting for Building Permit. Open House 9-30-21 4 – 7 pm onsite Amendment being brought to February PWC for final design and construction management. Review of final concept 11-24-20 Work group session have begun and waiting for review of sessions. The Consultant contract has been fully executed. Consultant has been selected and working through scope and fee. RFP for Consultant Services to be advertised in February. Properties are under contract with new phase 1 environmental being done soon. Consultant is working on initial diagram/layout of facility. In negotiations with property owners and wrapping up. Design consultant has done 3-D modeling/massing studies at multiple locations. Site locations have been narrowed down and the City is moving forward with contacting property owners.	
Next Critical Activities (dates): Construction Contract Award – Early Work (08/22)		
Next Council Actions (dates): Construction Contract Award – Early Work (08/22)		

Project: Biosolids Dewatering Improvements (17-18)		Project Manager: Michael Kosa	Budget: \$2,068,000
Description: Procurement and installation of a second centrifuge for the dewatering of biosolids at the Waste Water Treatment Facility. This will also include construction of a structural platform and electrical/telemetry modifications to accommodate the new centrifuge.			
Schedule/Milestones: ☒ Consultant Services Contract (12/17) ☒ Construction Contract Award (09/19) ☒ Construction Complete (12/21)		Status: Project in Closeout (Nov 2020 Update) The new centrifuge is operational. Notice to proceed with construction was issued, effected 11/1/19. Project was awarded in September 2019. Bids for construction were received in August 2019. Project was advertised in July 2019 and bids are requested in August 2019. 95% Plans and Specifications have been submitted to the City for review. Gray and Osborne is finishing up the design. An equipment procurement package has been submitted to the City staff for review. A technical memorandum and draft equipment procurement package was submitted for City review on 3/22/18, and comments returned by the City on 4/10/18. Gray and Osborne has been awarded the design contract and is proceeding with design services. Gray and Osborne has been selected as the most qualified firm to complete this work. Finance has recommended soliciting for Request for Qualifications (RFQ) for this work.	
Next Critical Activities (dates):			
Next Council Actions (dates): Construction Acceptance (6/22)			

Project: Rainier View Covered Court (18-04)		Project Manager: Andrew Leach	Budget: \$970,000
Description: This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program.			
Schedule/Milestones: ☒ Consultant Services Contract (10/21) ☐ Design Complete (12/22) ☐ Construction Contract Award (TBD) ☐ Construction Complete (12/23)		Status: The City is moving forward with the design of the project. The Consultant contract has been fully executed.	
Next Critical Activities (dates): Design Complete (12/22)			
Next Council Actions (dates): Construction Contract Award (TBD)			

Project: Sumner Tapps Highway Guardrail Upgrade (19-01)		Project Manager: Alisa O'Haver-Ayala	Budget: \$1,455,300
Finance: City Funds \$112,700, Federal HSIP Funds \$448,600, Federal STP Funds \$749,000			
Description: Evaluate and construct upgrades to existing obsolete guardrail along Sumner-Tapps Highway, resurface Sumner-Tapps Highway			
Schedule/Milestones: ☒ Design Award (12/19) ☒ Design Complete (06/20) ☒ Obligate Construction (8/20) ☒ Award Construction Contract (11/20) ☒ Complete Resurfacing Construction (6/21) ☒ Advertise Guardrail Construction (10/21) ☒ Award Guardrail Construction (1/22) ☒ Complete Guardrail Construction (5/22) ☐ Project Acceptance (7/22)		Status: Guardrail relocation work is complete, project is in closeout. Contractor for Guardrail relocation is making good progress. Aerial utility relocations in the vicinity of the replaced guardrail are ongoing. Resurfacing project in closeout, Guardrail relocation begins in February. Guardrail project bid opening complete, award in January Resurfacing Punchlist in progress Resurfacing Construction Underway Resurfacing scheduled to begin in late April, weather permitting Project delayed until April 2021. Bids opened and came in underbudget. Guardrail portion of project in design. Funding secured for Phase 1 resurfacing construction. Resurfacing project will construct in 2020. Consultant kickoff in February. The survey fieldwork is complete. Consultant agreement at council. Consultant qualifications being evaluated. RFQ is out for advertisement. Funding has been obligated. Staff is working w/ WSDOT to obligate Design funds. Staff is preparing paperwork to add project to federal programming	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Michael Kosa	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000, \$225,000, \$1,330,000.			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ☒ Design Award (10/19) ☒ Begin ROW Acquisition (09/20) ☒ 90% Design (5/21) ☐ Design Complete (6/22) ☐ Complete ROW Acquisition (6/22) ☐ Obligate Construction (8/22) ☐ Advertise for Construction (10/22) ☐ Complete Construction (9/23)		Status: Additional federal funding acquired. WSDOT Review set being developed, 2 of 4 ROW acquisitions complete 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right-of-way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Critical Activities (dates): WSDOT Review (6/22)			
Next Council Actions (dates): ROW Acquisition (6/22)			
Next Public Actions (dates):			

Project: Alder & Kincaid Utility Improvements (19-05)		Project Manager: Alisa O'Haver-Ayala	Budget: \$TBD
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.			
Schedule/Milestones: ☒ Select Design Consultant (10/19) ☒ Award Final Design Contract (7/20) ☒ Bid Award – Phase 1 (TCUW) (06/22) ☐ Construction Complete – Phase 1 (TCUW) (03/24) ☐ Construction Complete (03/24)		Status: Construction contract awarded to Reed Trucking, pending execution of contract. Construction bids opened on 05/19. Pending award. Consultant is packaging phase 1 of the bid set plans/specs with the Academy Street Bike Lanes project for construction under the Town Center: Utility and Woonerf project. Design work has begun to incorporate Main Street Visioning streetscape components along with the Academy Street Bike Lanes within Alder and Kincaid around Heritage Park. Design development work has been completed and staff is recommending a final design contract for council approval. Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant. Project requirements are being compiled in advance of design consultant selection.	
Next Critical Activities (Dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: 160 th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$450,000 (State and City funds)
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ☒ Selection of Design Consultant (09/19) ☒ Design Consultant Contract Award (03/20) ☒ Design Complete (3/22) ☒ Construction Contract Award (4/22) ☐ Construction Complete (10/22)		Status: The project is awarded and awaiting start of construction Plans have been approved by Ecology. The project will be going out to bid. The 100% plans have been submitted to Ecology for review. 90% Plans have been accepted by Ecology. The City is finalizing the 100% plans and will be sending them to Ecology for review before bidding the project for construction. The 90% design is with Ecology for Review. Design is 30% complete and moving forward to final design.	
Next Critical Activities (dates):		Starting project design.	
Next Council Actions (dates):		Grant agreement passed by Council.	
Next Public Actions (dates):		City is working on grant agreement with DOE. Staff is currently reviewing SOQs to select a design consultant for the project.	

Project: South Tank Seismic Retrofit (19-10)		Project Manager: Michael Kosa	Budget: \$2,463,900
Description: Design and construction of seismic improvements to improve the resiliency of the south tank reservoir.			
Schedule/Milestones: ☒ Select Design Consultant (1/20) ☐ Bid Award (9/22) ☐ Construction Complete (3/23)		Status: Plans and specifications approved by Department of Health, preparing to bid. A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award			
Next Council Actions (dates): Construction Contract Award			
Next Public Actions (dates): N/A			

Project: LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Michael Kosa	Budget: \$1,010,000
Description: Design and installation of replacement control panels at lift stations #2 and #6		
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☐ Bid Award (TBD) ☐ Construction Complete (TBD)	Status: Design is complete. Will advertise as staffing permits.	
Next Critical Activities (Dates):		
Next Council Actions (dates):		
Next Public Actions (dates): N/A		

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)	Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)		
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.		
Schedule/Milestones: ☒ Grant Agreement Complete (06/20) ☒ RFQ (06/20) ☒ Consultant Agreement Award (12/20) ☐ Design Complete (12/24) ☐ Right-of-Way Acquisition Complete (12/22) ☐ Construction Complete (12/26)	Status: The 30% plans have been reviewed and approved by WSDOT. The 30% plans are complete and have been sent to WSDOT for approval. The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Consultant Design Supplement (8/22)		
Next Council Actions (dates): Consultant Design Supplement (8/22)		
Next Public Actions (dates):		

Project: Academy Street Bike Lanes (20-08)	Project Manager: Alisa O'Haver-Ayala	Budget: \$ 972,225
Finance: Sound Transit funds (\$875,000)		
Description: Develop an east-west bicycle corridor extending east from the Sumner Sound Transit Station to Wood Avenue.		
Schedule/Milestones: ☒ Grant Agreement Complete (06/20) ☒ RFQ (06/20) ☒ Consultant Agreement Award (10/20) ☒ Preliminary Design Complete (3/21) ☒ Public Outreach (04/21) ☒ Design Complete (4/22) ☒ Construction Contract Award (TCUW) (06/22) ☐ Construction Complete (06/23)	Status: Construction contract awarded to Reed Trucking, pending execution of contract. Construction bids opened on 05/19. Pending award. Consultant is packaging bid set plans/specs with the Alder/Kincaid Utilities project for construction under the Town Center: Utility and Woonerf project. Public Engagement completing, consultant beginning Final Design Consultant beginning conceptual design phase City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates):		
Next Council Actions (dates):		
Next Public Actions (dates):		

Project: Sidewalk Improvements (20-10)	Project Manager: Andrew Leach	Budget: \$1.7 million
Description: This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.		
Schedule/Milestones: ☒ Consultant Services Contract (09/20) ☒ Design Complete (05/21) ☒ Construction Contract Award (06/21) ☐ Construction Complete (7/22)	Status: Project has reached substantial completion. Contractor is working on punchlist items. Contractor is steadily moving forward with sidewalk replacement. Contractor is almost complete with the sidewalk work in the Rivergrove Neighborhood. Contractor is currently working on Ryan Ave and Maple Street Construction is set to begin beginning of August Project is out to bid and the construct contract award will go to City Council in 06/21.	
Next Critical Activities (dates): Construction Complete (/22)		
Next Council Actions (dates): Project Acceptance (9/22)		

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Michael Kosa	Budget: \$135,000
Description: Installation of access platforms at the headworks screens and biosolids dryer.			
Schedule/Milestones: ■ Select Design Consultant (5/21) □ Bid Award (7/22) □ Construction Complete (9/22)		Status: The bid package is being prepared to solicit for construction bids. Staff has reviewed 90% design drawings.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Aeration Control Upgrade (21-05)		Project Manager: Michael Kosa	Budget: \$135,000 (Seeking \$34,000 Energy Saving Grants)
Description: Reprogram the blower operation based on Ammonia levels for increased plant efficiency.			
Schedule/Milestones: ■ Select Design Consultant (7/22) □ Bid Award (TBD) □ Construction Complete (TBD)		Status: Grant agreement approved, onboarding consultant The City has identified approximately \$34,000 in energy grant funding available for this project. 	

Project: ESN Salmon Creek Channel Realignment (21-08)		Project Manager: Michael Kosa	Budget: \$ 380,000 (City Storm Funds)
Description: Reconfigure Salmon Creek to new stream channel, modify fish exclusions, and rehab existing culvert under 60th St.			
Schedule/Milestones: ■ Consultant Agreement (6/21) ■ Design Complete (5/22) □ Construction Contract Award (6/22) □ Construction Complete (12/22)		Status: Project pending award Project design underway RFQ Process Completed, Consultant Selected, Design Agreement heading to Council	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Auto Lane Sewer Force Main Replacement (21-09)		Project Manager: Michael Kosa	Budget: \$300,000
Description: Replace portions of the sewer force main extending from Auto Lane into 166th Avenue E.			
Schedule/Milestones: ■Select Design Consultant (6/21) □Bid Award (11/22) □Construction Complete (8/23)		Status: Project design is underway.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Sumner Tank Recoating (21-10)		Project Manager: Michael Kosa	Budget: \$657,000
Description: Recoating of the Sumner Springs Reservoir.			
Schedule/Milestones: ■ Select Design Consultant (6/21) □ Bid Award (9/22) □ Construction Complete (12/22)		Status: Approved by department of health, pending advertisement 90% plans at Department of Health for Review	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Maple St Ped Signal, Citywide Backplates (21-11)		Project Manager: Alisa O’Haver-Ayala	Budget: \$431,000 (95% federal, 5% city general fund)
Description: Upgrade Traffic Ave and Maple St Crosswalk to a pedestrian signal, install signal backplates.			
Schedule/Milestones: ■ Programming (9/21) ■ Consultant Services Agreement (3/22) □ Design Complete (7/22) □ Construction Contract Award (12/22) □ Construction Complete (9/23)		Status: 90% Plans provided to City on 6/16/22. City reviewing and returning comments. Met with WSDOT for NEPA kick-off. Consultant is continuing design with preferred alternative. Consultant is beginning design. A consultant agreement will be at Council in March. Qualifications of firms are being evaluated. Interviews in January. RFQ advertised Project being programed and obligated to begin the design phase	
Next Critical Activities (dates): Construction Contract Award (12/22)			
Next Council Actions (dates): Construction Contract Award (12/22)			

Project: Biosolids Dryer Repair and Replacement (21-17)		Project Manager: Michael Kosa	Budget: TBD
Description: Biosolids Equipment Modernization at the Waste Water Treatment Facility.			
Schedule/Milestones: ☒ Consultant Services Agreement (2/22) ☐ Concept Report (12/22) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Study in progress, draft study in June A committee consisting of Bonney Lake and Sumner staff have reviewed the Statements of Qualifications received and identified Gray & Osborne as the most qualified firm for this work. A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 160th Storm Improvements (RM012)		Project Manager: Robby Wright	Budget: \$524,500
Description: Put existing roadside ditch into piped storm line, reducing iron algae, trash, and maintenance while providing space for future pedestrian route.			
Schedule/Milestones: ☒ Construction Award (7/21) ☒ Construction Complete (12/21)		Status: Project in closeout Contractor onsite as on 7/26/21. Potholing and mobilization taking place. 30 working days for project, contractor expects needing less.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 24th / 142nd Intersection Treatment (21-20)		Project Manager: Robby Wright	Budget: \$171,100
Description: Add enhanced treatment to untreated storm drains on corner of 142nd and 24th.			
Schedule/Milestones: ☒ Consultant Task Order (7/21) ☐ Construction Start (10/22) ☐ Construction Complete (2/23)		Status: KPG Task Order / contract request in progress. Scope amended to keep within total task order allowance. 30% Design Completed January 2022. 60% Design in progress	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 63rd St Ct Trunk Line Relocation		Project Manager: Robby Wright	Budget: \$198,900
Description: Reroute existing storm main from under existing building.			
Schedule/Milestones: ■ Consultant Task Order (9/21) □ Design Complete (6/22) □ Construction Award (9/22) □ Construction Complete (3/23)		Status: Preliminary Design concept completed. Scope modified to include enhanced treatment. Utility potholing showed conflicts between proposed storm and existing sewer. Re-planning alternatives to minimize conflicts and disturbance.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Salmon Creek Culvert Replacements		Project Manager: Robby Wright	Budget: \$609,700
Description: Replacement of remaining culverts on Salmon Creek, downstream of Main. Phase 1 will be design & permitting.			
Schedule/Milestones: ☐ Consultant Contract (6/23) ☐ Bid Award (3/23) ☐ Construction Complete (12/24)		Status: 125k Grant request put in to FCZD to help fund design	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Small Works Projects

Project: Roadway Paint Line Application (W-21-07)		Project Manager: Michael Kosa	Budget: \$71,050 (General Funds) (2 years of painting)
Description: Complete annual paint pavement marking			
Schedule/Milestones: ■ Verify Painting Schedule (7/21) ■ Complete Construction (9/21) ■ Select Contractor (7/22) ■ Complete Construction (9/22)		Status: Project is in closeout County contacted the City to notify of paint shortage, City staff put the work out to bid for contractors, contractor selected and currently being scheduled County to Schedule work in Summer 2021	
Next Critical Activities (dates): N/A			

Project: Crack Seal Application (W-22-06)		Project Manager: Andrew Leach	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ■ 2021 Project Advertisement (7/21) ■ 2021 Select Contractor (8/21) ■ 2021 Construction Complete (10/21) ☐ 2022 Project Advertisement (6/22) ☐ 2022 Select Contractor (6/22) ☐ 2022 Construction Complete (07/22)		Status: 2022 project bids have been received. Starting work this July 2022 2021 work is complete. The project is in the closeout process. Contractor is almost complete with the project. About 2 tons of material are left to be placed. The low bidder was Central Paving, LLC. They are beginning work on 9/1/2021 and expect to be with the project in two weeks. 2021 Project is out to bid. Project being set up. Work areas being identified.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Pavement Patching		Project Manager: Andrew Leach	Budget: \$120,000 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (07/22) ☐ Select Contractor (07/22) ☐ Construction Complete (09/22)		Status: PW shops is completing some pavement patching. City is meeting with Pierce County to have them complete pavement patching. Project pushed back to summer 2022 Project being set up. Work areas being identified. Project may be pushed back to 2022.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Other Projects

Project: Intelligent Transportation System (ITS) Study (21-07)		Project Manager: Michael Kosa	Budget: \$35,000 (General Fund)
Description: Analyze existing ITS system citywide, identify and prepare planning level cost estimates for system improvements.			
Schedule/Milestones: ☐ Study Begins (3/22) ☐ Study Complete (6/22)		Status: Project delayed due to staffing situation Consultant selected, negotiating scope for study	
Next Critical Activities (dates):			
Next Council Actions (dates):			