



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

July 18, 2022 6:00 PM

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

<https://sumnerwa-gov.zoom.us/j/81297582824>

Or One tap mobile : US: +12532158782,,81297582824# or +13462487799,,81297582824#

Or Telephone: 253 215 8782 o

Webinar ID: 812 9758 2824

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.

CONSENT AGENDA

1. Approval of checks/electronic payments in the amount of \$[1,198,576.91](#)
2. Water Rights - Consultant Contract Amendment (Tom Pors)
3. White River Restoration Project (WRRP) Puget Sound Energy (PSE) Transmission Relocation - Alderton 115kv Construction Agreement
4. WRRP PSE Transmission Relocation - Alpac 115kv Construction Agreement
5. WRRP PSE Transmission Relocation - Alderton 230kv Construction Agreement
6. 24th St E Utility Relocation - Gas Line Relocation Reimbursement Agreement
7. 24th St E Utility Relocation - Easement from City to PSE Gas
8. 24th St E Utility Relocation - Easement from PSE Gas to City
9. Resolution No. 1629 - Petty Cash & Change Funds
10. Resolution No. 1631 - Paper of Record
11. Teamsters 2022-2024 Collective Bargaining Agreement.
12. Approval of the meeting minutes from the following: June 21, 2022 regular council meeting, June 27 special council meeting and study session and the study session of July 11, 2022.

PUBLIC HEARING

REGULAR BUSINESS

1. Unfinished Business

- a. Ordinance No. 2821 - Expanding Multifamily Tax Exemption Residential Target Areas

2. Public Comment (Limit 3 minutes)

Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the date of the meeting. Any written comments received will be read into the record and provided to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Ordinance No. 2822 - 2022 Comprehensive Plan Amendments: Density Descriptions
- b. Ordinance No. 2823 - 2022 Zoning Code Text Amendments: Electronic Reader Board Signs and Digital Message Signs
- c. Ordinance No. 2824 - 2022 Zoning Code Text Amendments: Gas Stations
- d. Ordinance No. 2827 - Comcast Franchise Renewal (First Reading)
- e. Ordinance No. 2828 - Parking Code Amendments
- f. Ordinance No. 2829 - 2022 Compensation Schedule Amendment

4. Reports

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

5. Executive Session

6. Adjournment

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

SUBJECT: Approval of checks/electronic payments in the amount of \$[1,198,576.91](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Voucher - Signature Page
-

STAFF CONTACT:

SUMMARY BACKGROUND:

Checks and electronic payments as submitted by Finance.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Committee do-pass

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



**CLAIMS VOUCHER
APPROVAL**
City of Sumner Finance
Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 28556	To: 28664	\$431,016.90 *
AP Electronic (EFTs) Payments:	From: 402	To: 405	\$25,666.70
AP Wire(s):	From: 15186	To: 15186	\$677.35
Payroll DD Numbers:	From: 51830 -	To: 51962, 4225	\$339,720.56
Payroll Check(s):	From: 46637	To: 46637	\$7,935.72
Payroll Wire(s):	From: 4222-4224,	To: 4226-4234	\$393,559.68
		TOTAL	\$1,198,576.91

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

DocuSigned by:

Kassandra Raymond

Chief Financial Officer

6/28/2022 | 11:49 AM PDT

Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$1,198,576.91 this 21st day of June 2022.

DocuSigned by:

[Signature]

Chair

6/28/2022 | 9:16 AM PDT

Date

DocuSigned by:

Barbara Bitetto

Member

6/27/2022 | 3:54 PM PDT

Date

DocuSigned by:

Patricia Cole

Member

6/27/2022 | 5:20 PM PDT

Date

* Includes \$4,297.22 in Use Tax and (\$42,174.06) in Check Voids.

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

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$130,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Law Office of Thomas M. Pors - Amendment No. 3 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: White River Restoration Project (WRRP) Puget Sound Energy (PSE)
Transmission Relocation - Alderton 115kv Construction Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,644,082.34

Within Budget Allocation: Yes

ATTACHMENTS:

1. Facility Relocation 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
--

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 for the transmission relocation work, 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: _____

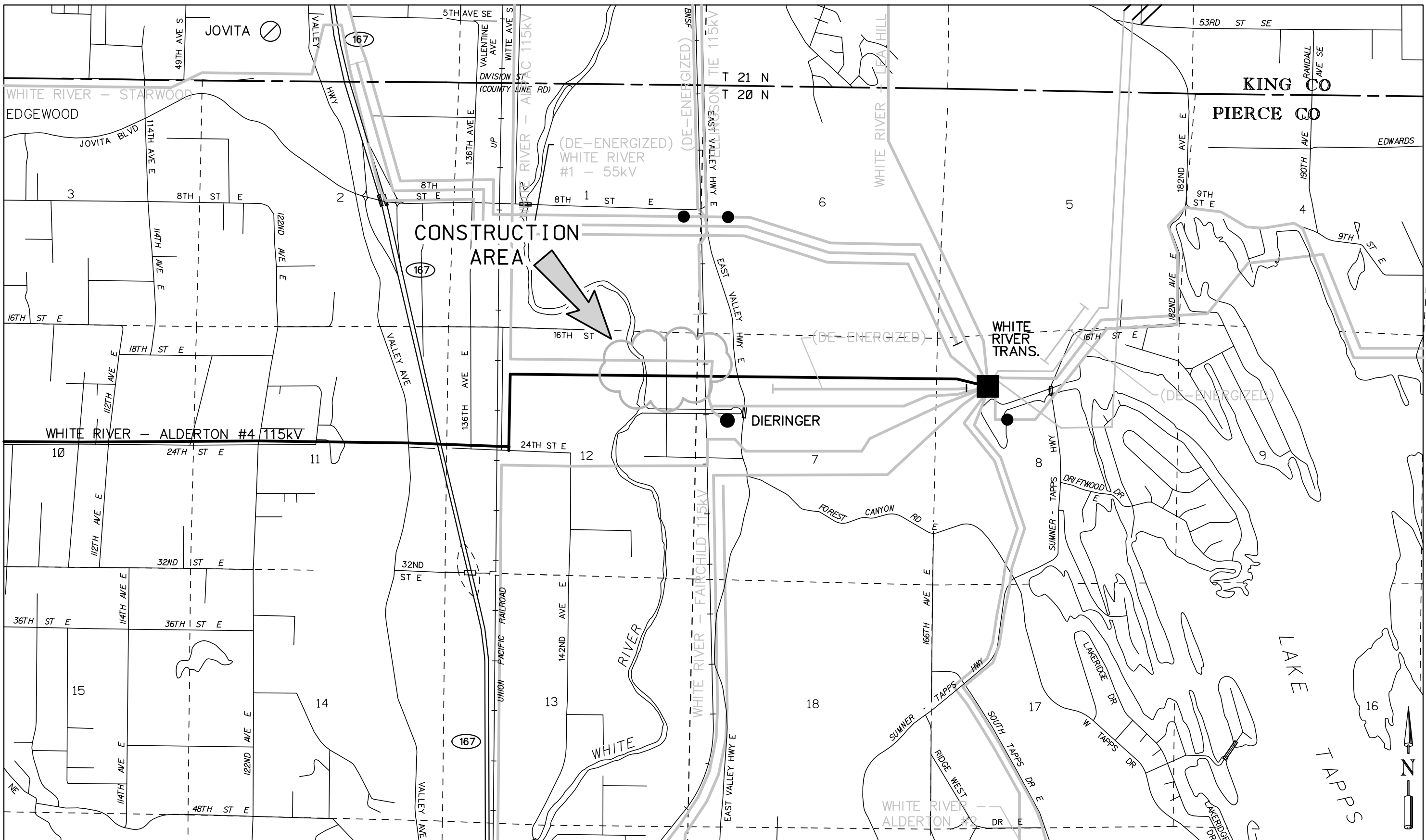
Attn: _____

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					
1"=100'					
PAGE					
1/3					

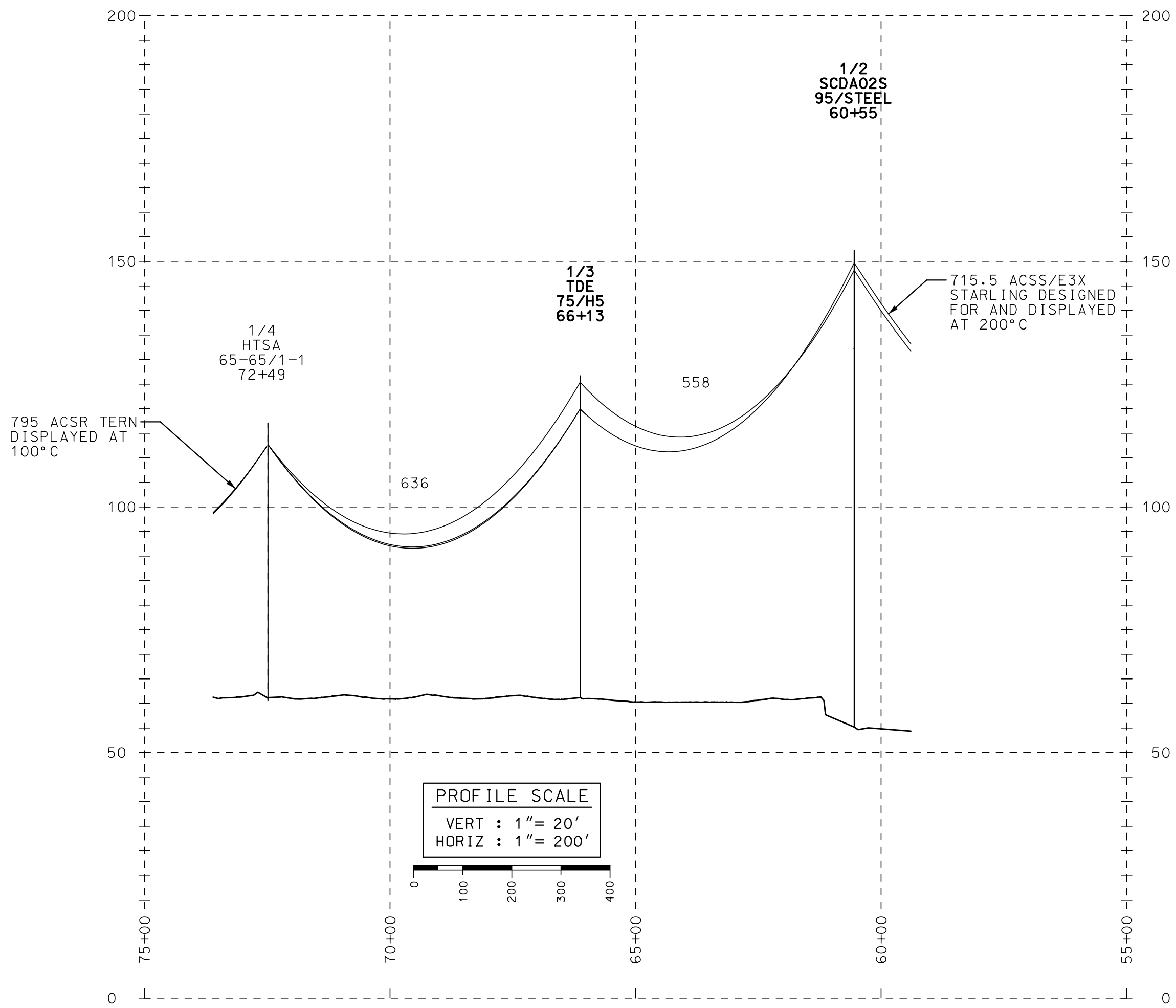
TRANSMISSION DRAWING SOURCE:
T-01340 sh 02

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 TABLE

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

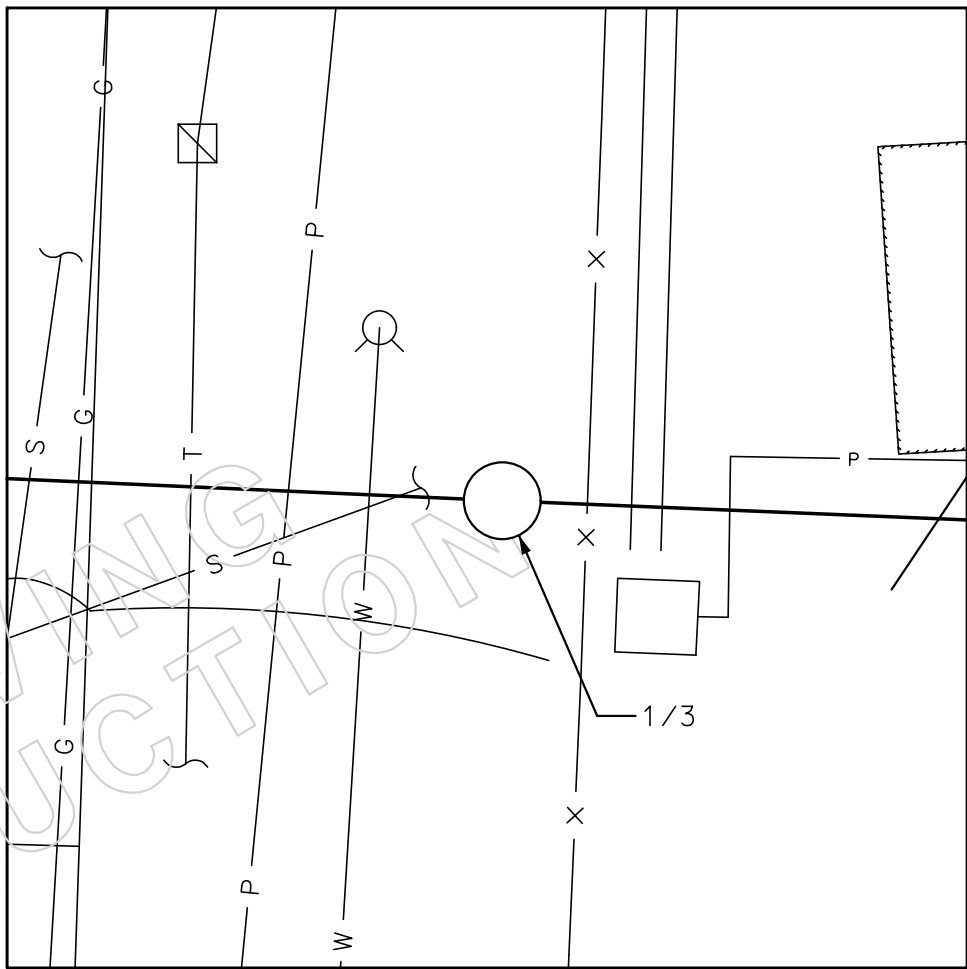
TEMP DEG FAHR	TENSION LBS MAX # 5000	795 ACSR TERN NESC MED LOAD, CREEP, R/S=606 FT SPAN LENGTH IN FEET - SAG IN FEET			
		635	665	620	372
0	3365	13.4	14.7	12.8	4.6
10	3231	14.0	15.3	13.3	4.8
20	3109	14.6	15.9	13.9	5.0
30	2998	15.1	16.5	14.4	5.2
40	2896	15.6	17.1	14.9	5.4
50	2802	16.2	17.7	15.4	5.5
60	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

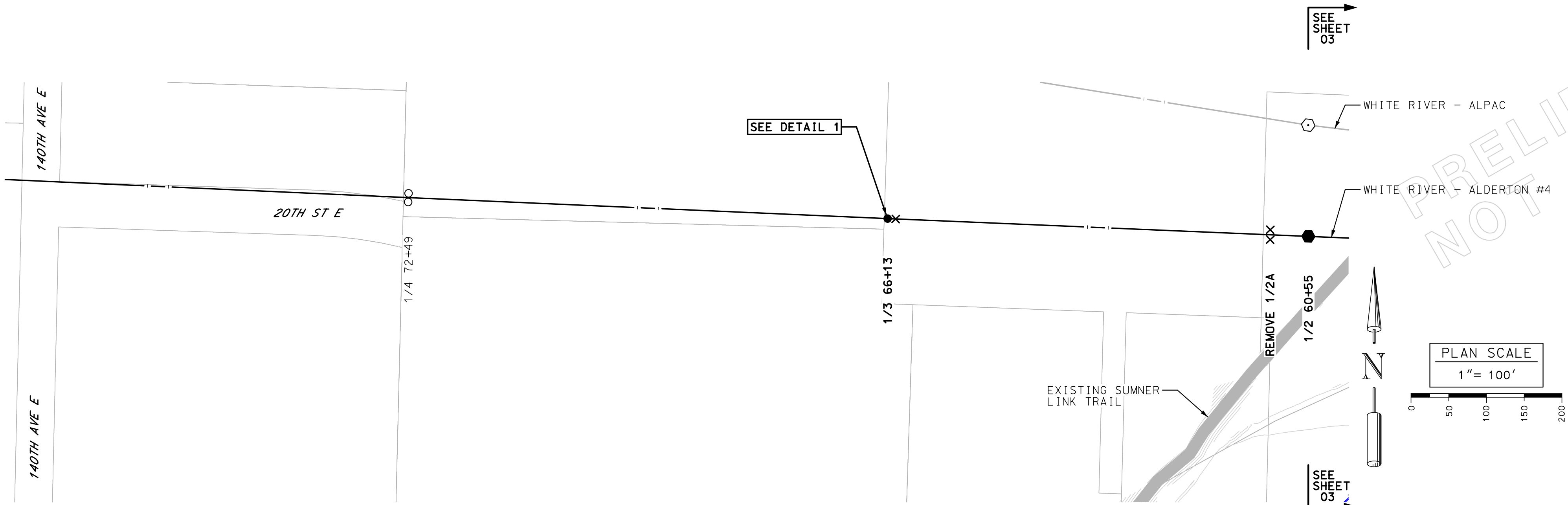
TEMP DEG FAHR	TENSION LBS MAX # 4500	715.5 ACSS/E3X STARLING NESC MED LOAD, INITIAL, R/S=558 FT SPAN LENGTH IN FEET - SAG IN FEET			
		558			
0	3074	12.5			
10	3006	12.7			
20	2941	13.0			
30	2881	13.3			
40	2823	13.6			
50	2768	13.8			
60	2716	14.1			
70	2665	14.4			
80	2618	14.6			
90	2572	14.9			
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"=5'



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

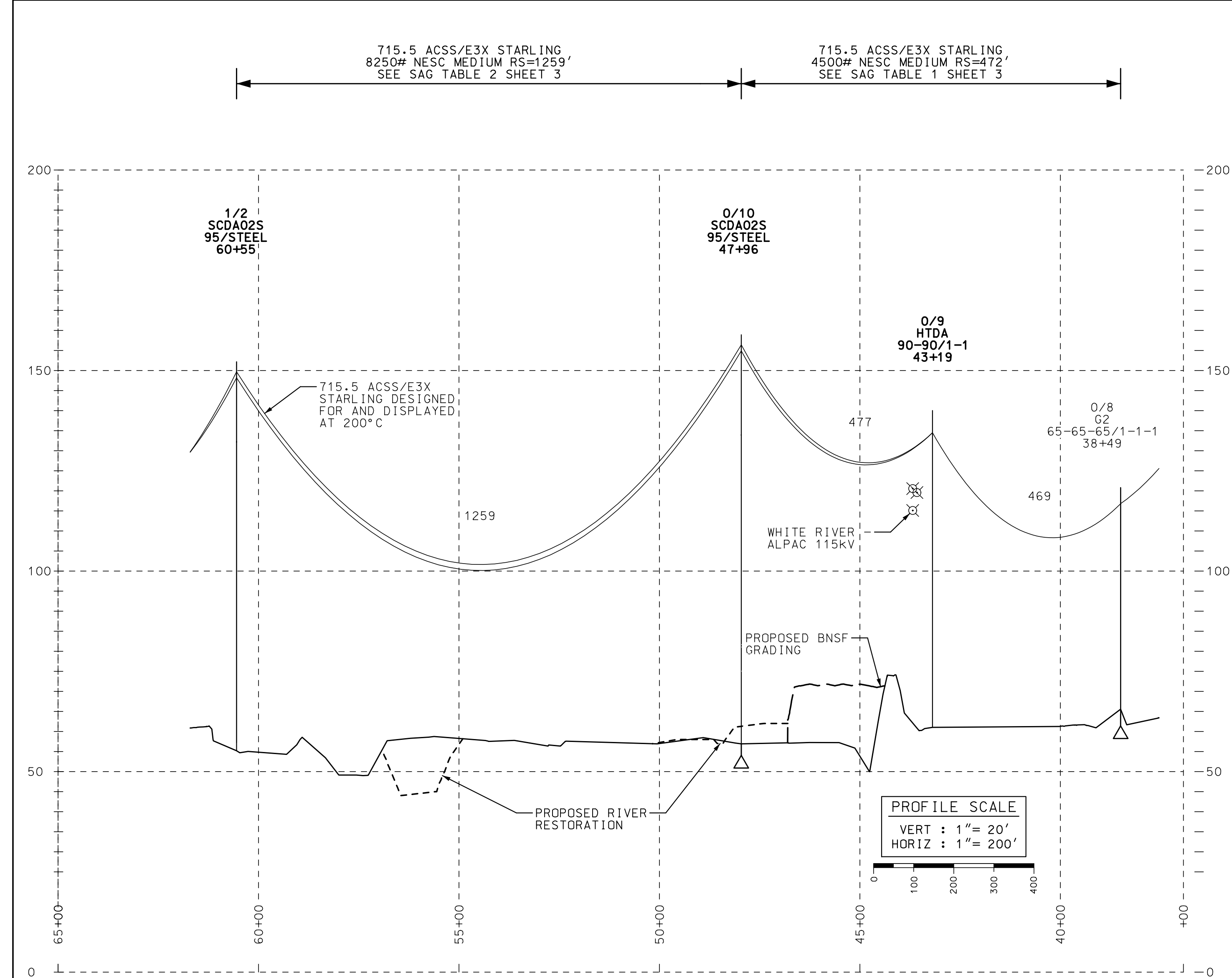
PROJECT PHASE	ORDER#	FOREMAN (Check Box if Complete)			
NOTIFICATION	11484524	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION.			
SUPERIOR		☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED.			
CAPITAL	111025246	☐ FIELD CHANGES RED-LINED ON AS-BUILTS.			
REMOVAL	108114324	☐ 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 _____ 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	DRAWN BY
PIERCE		08C	37		V. SCHAEFER
1/4 SEC		OH CIRC MAP	UG CIRC MAP	CHECKED BY	
Sec2 T20 R05E				FOREMAN #1	
U-MAP		CIRCUIT NO.		FOREMAN #2	
2005E07				MAPPING	
JOINT FACILITIES ARRANGEMENTS					
UTILITIES					
CONTACT					
PHONE#					
PSE PUGET SOUND ENERGY				WHITE RIVER - ALDERTON #4 (115 KV)	
ELECTRIC SYSTEM ENGINEERING				14300 20TH ST E	
				SUMNER, WA 98390	
				INCIDENT #	REV #
					0
				SAP ORDER NUMBER	
				111025246	
				SCALE	PAGE
				1"=100'	2/3

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	

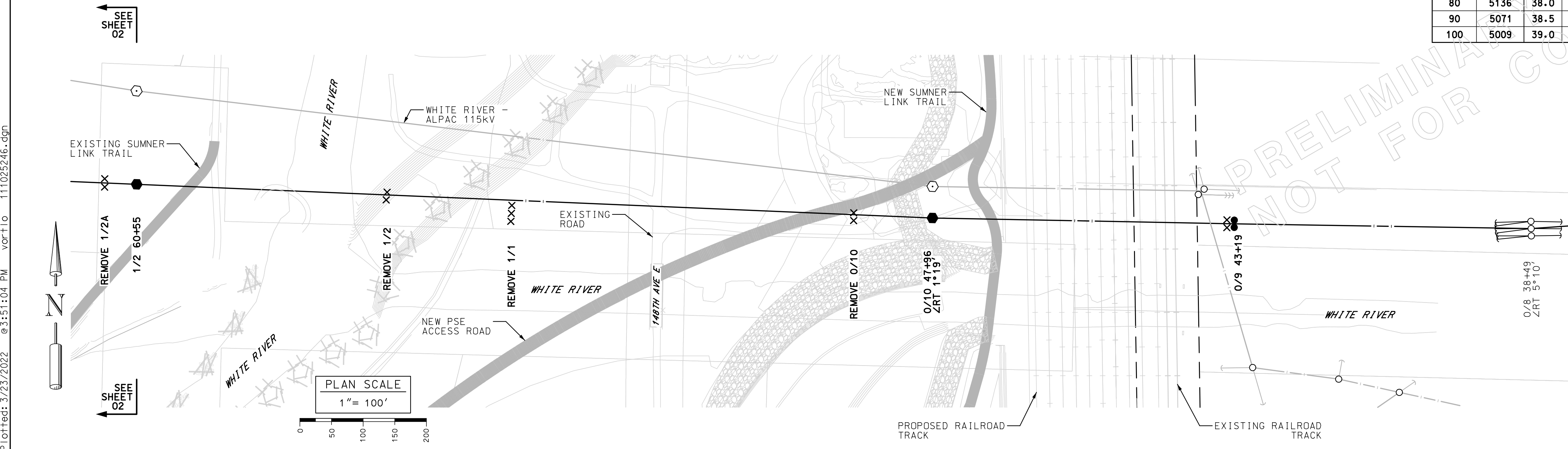
GUYING TABLE													
POLE OR STAKE NO	GUYS						ANCHORS						REMARKS
	ACTION	LEAD OR SPAN	QTY	CONSTRUCTION UNIT DESCRIPTION	STD.PRAC. 6073.xxxx	FIG	ACTION	QTY	CONSTRUCTION UNIT DESCRIPTION	STD.PRAC. 6072.1000			
										FIG	DET		
0/8	EXIST	55' W	6	3/8 DE DOWN 8' - GYT3D8	0100	4	EXIST	6	SINGLE 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 MAX	715.5 ACSS/E3X STARLING NESC MED LOAD, INITIAL, R/S=1259 FT SPAN LENGTH IN FEET - SAG IN FEET		
0	8250	1259		
10	5725	34.1		
20	5643	34.6		
30	5564	35.1		
40	5486	35.6		
50	5413	36.0		
60	5339	36.5		
70	5270	37.0		
80	5201	37.5		
90	5136	38.0		
100	5071	38.5		
100	5009	39.0		

STRINGING SAG TABLE 1 STRUCTURE 0/8 TO STRUCTURE 0/10				
TEMP DEG FAHR	TENSION LBS MAX	715.5 ACSS/E3X STARLING NESC MED LOAD, INITIAL, R/S=472 FT SPAN LENGTH IN FEET - SAG IN FEET		
0	4500			
10	3250	8.3	8.6	
20	3154	8.6	8.9	
30	3065	8.8	9.1	
40	2980	9.1	9.4	
50	2901	9.3	9.7	
60	2826	9.6	9.9	
70	2754	9.8	10.2	
80	2689	10.1	10.4	
90	2626	10.3	10.7	
100	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)
POWER	11484524	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION. ☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED. ☐ FIELD CHANGES RED-LINED ON AS-BUILTS. ☐ 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
NOTIFICATION SUPERIOR	111025246	
CAPITAL REMOVAL	108114324	
EXPENSE	571016547	
ST. LIGHT		

"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	APPROVED BY
DRAWN 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. Facility Relocation 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

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

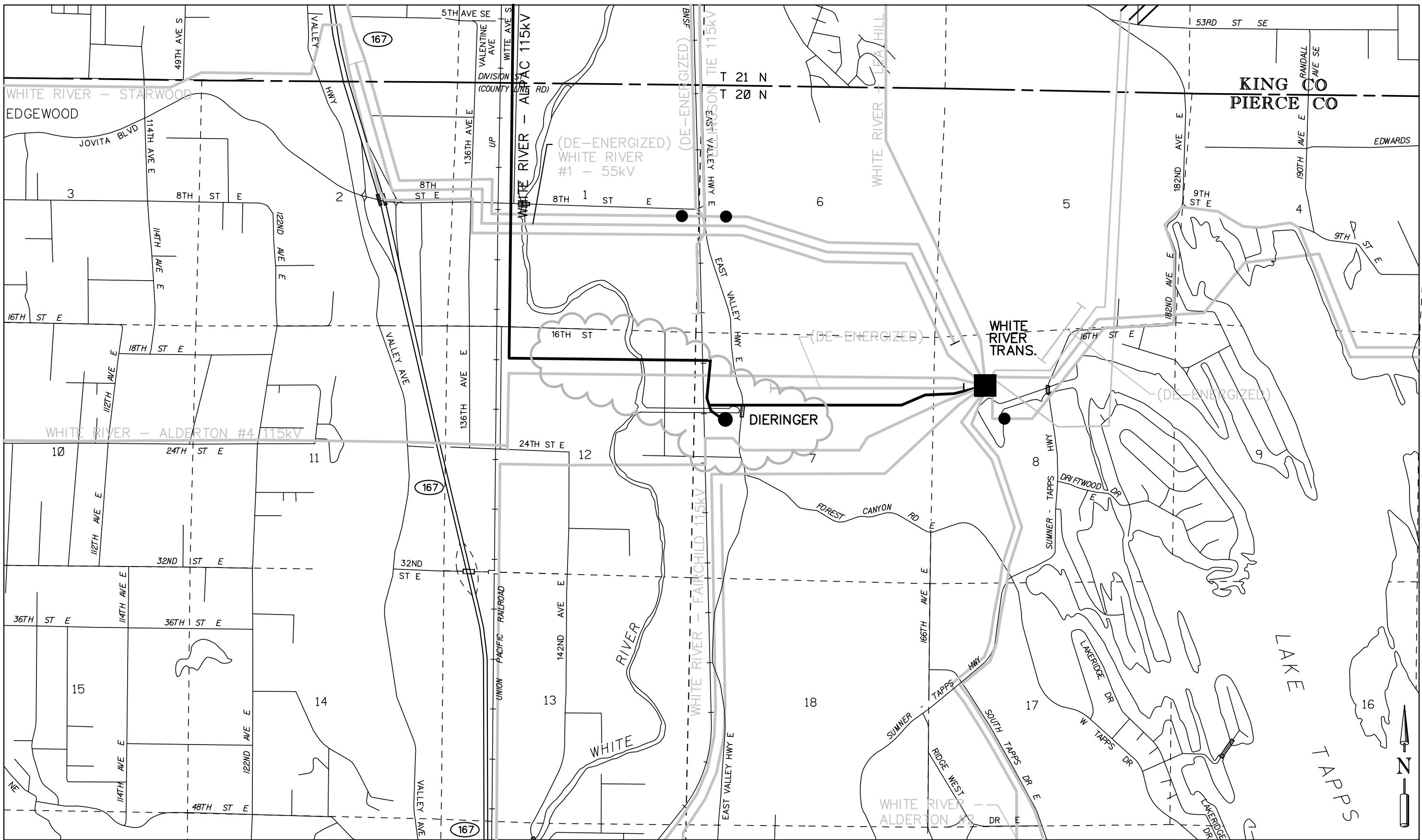
ENGINEER: DAN SEYMOUR PHONE: 206-418-9269

PROJECT SCOPE

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

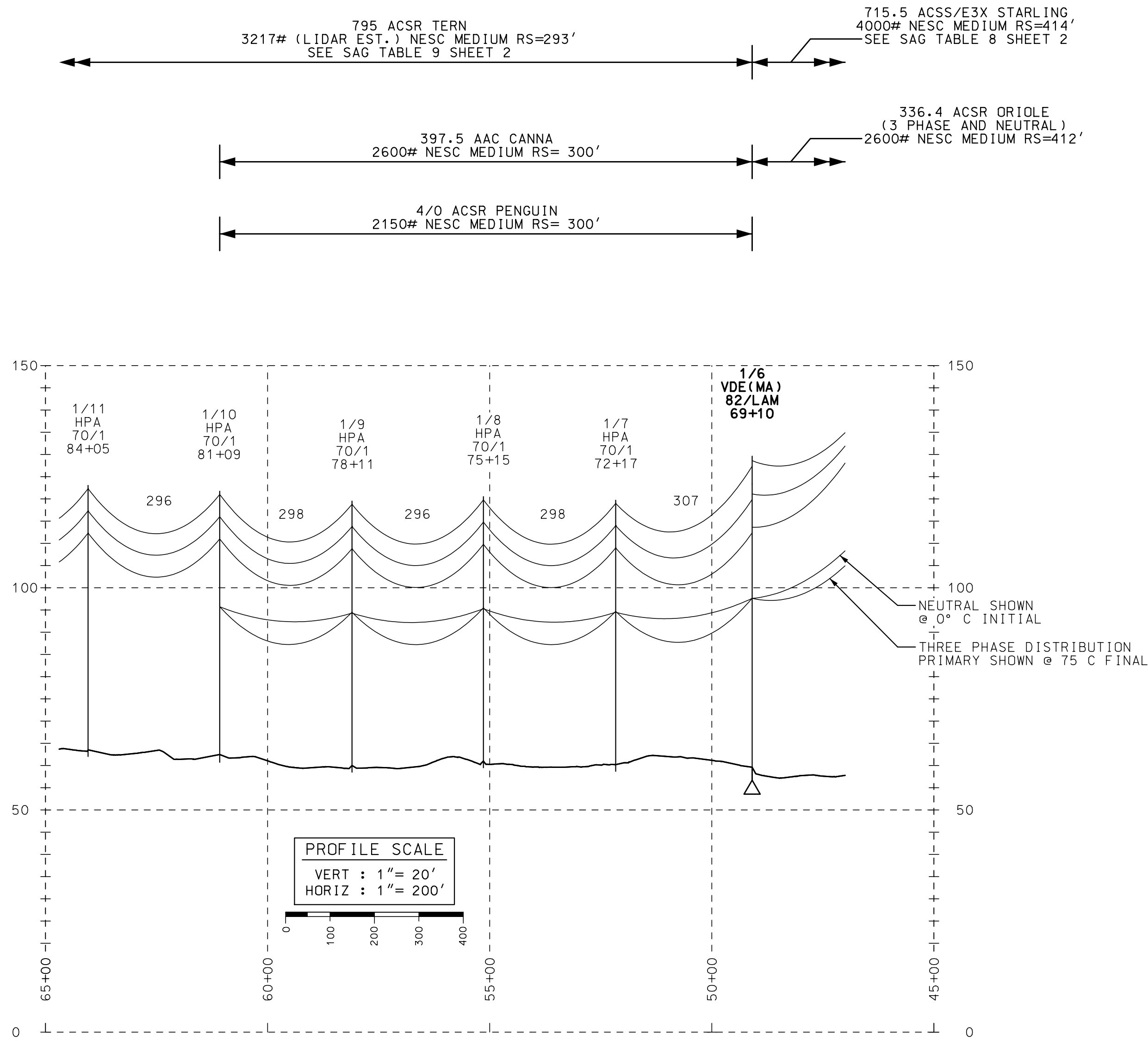
CONSTRUCTION NOTES

- 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.



Plotted: 3/25/2022 @ 1:37:49 PM vort10 111025247.dgn

Relocation Agreement
City of Sumner - Alpac 115 KV - 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		☐	☐	☐	☐	☐	☐	☐		

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	
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	715.5 ACSS/E3X STARLING NESC MED LOAD, INITIAL, R/S=411 FT SPAN LENGTH IN FEET - SAG IN FEET							
		MAX	# 4000	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	795 ACSR TERN NESC MED LOAD, INITIAL, R/S=312 FT SPAN LENGTH IN FEET - SAG IN FEET							
		MAX	# 3217	307	298	296	298	297	298
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.
EXPENSE		☐ 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 R05E			DRAWN BY	V. SCHAEFER	425-424-7984	03/25/22
U-MAP	CIRCUIT NO.			CHECKED BY			
2005E07				APPROVED BY			
				FOREMAN #1			
				FOREMAN #2			
				MAPPING			

JOINT FACILITIES ARRANGEMENTS			
UTILITIES			
CONTACT			
PHONE#			

PSE PUGET SOUND ENERGY
ELECTRIC SYSTEM ENGINEERING

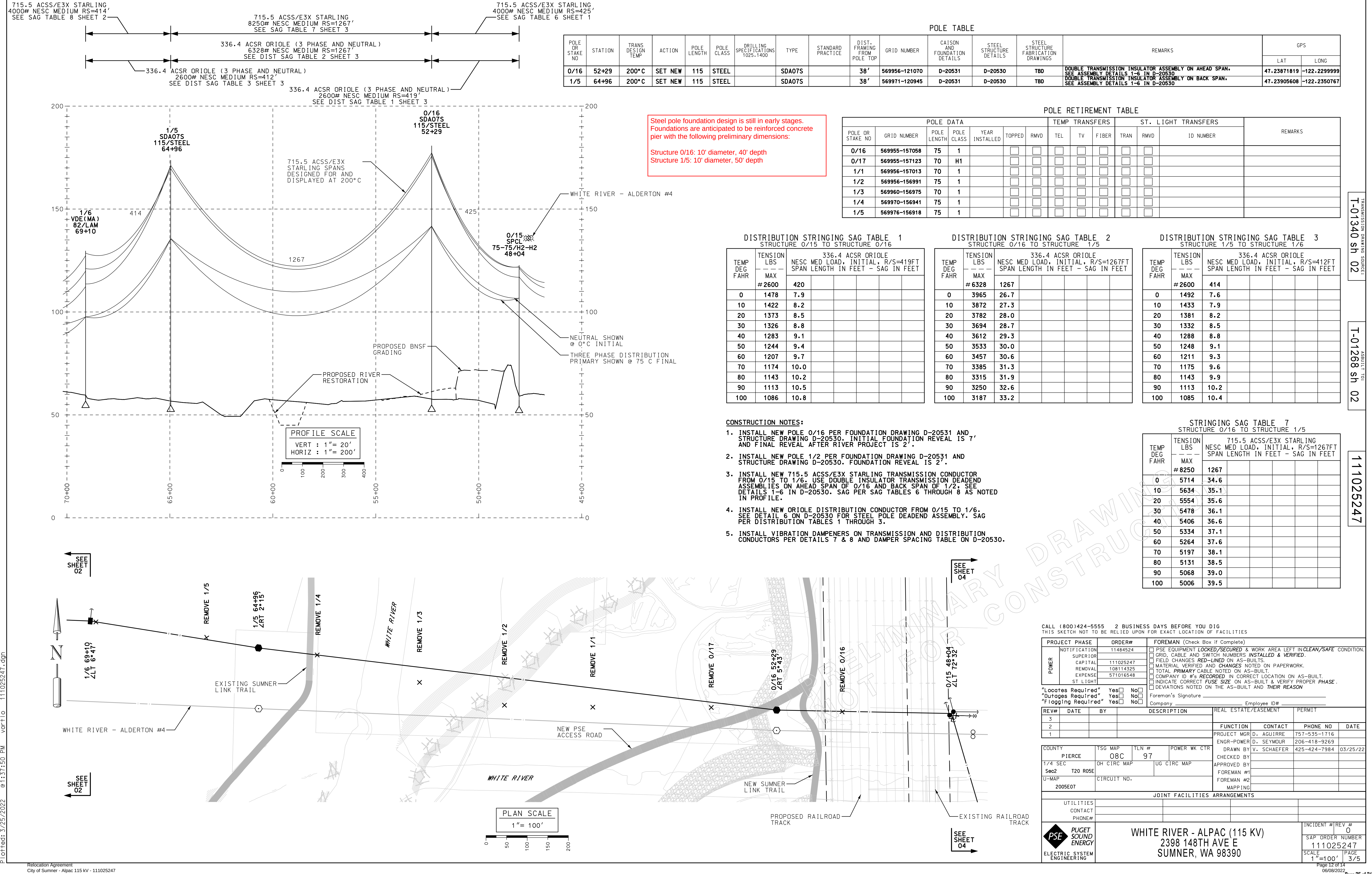
WHITE RIVER - ALPAC (115 KV)
14300 20TH ST E
SUMNER, WA 98390

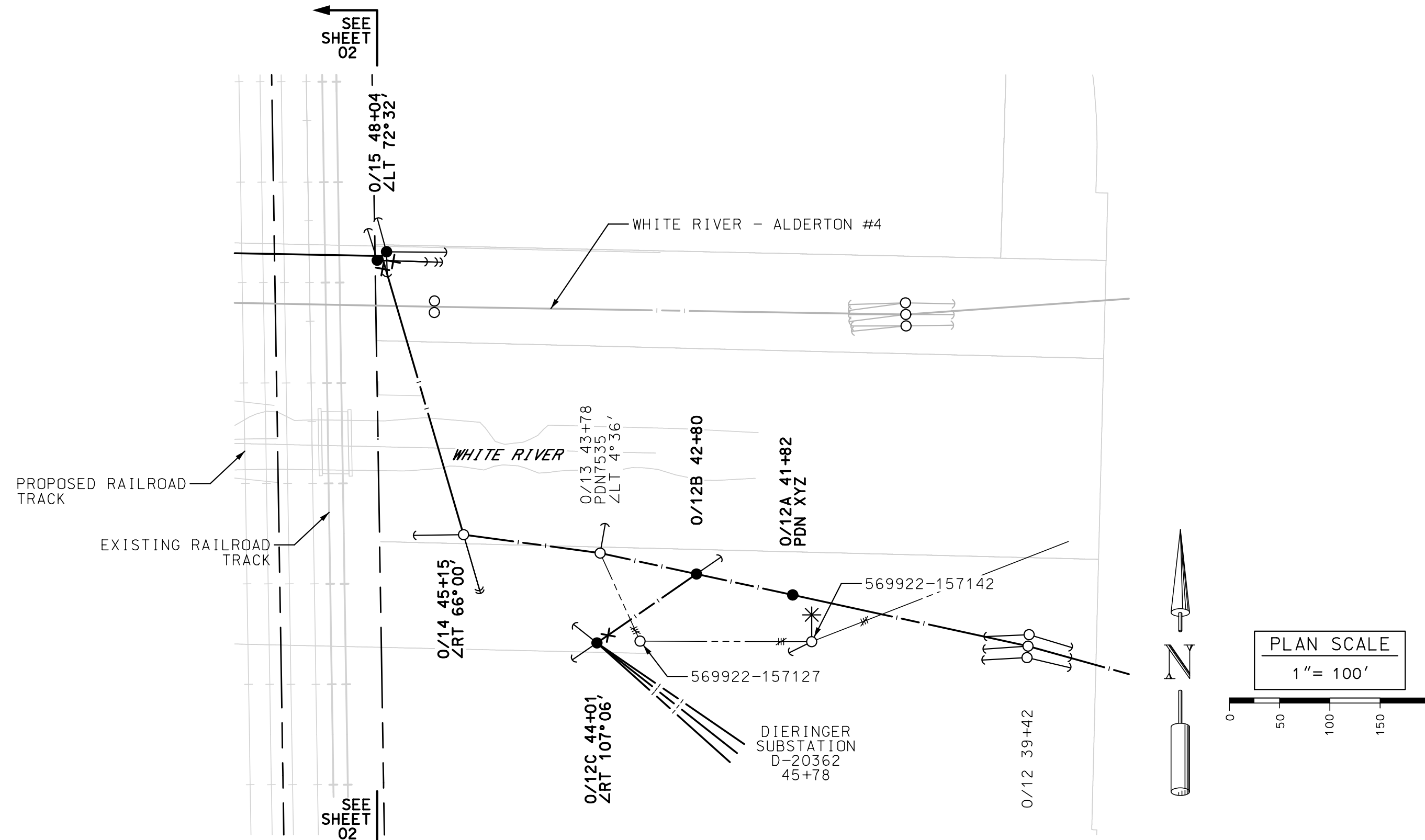
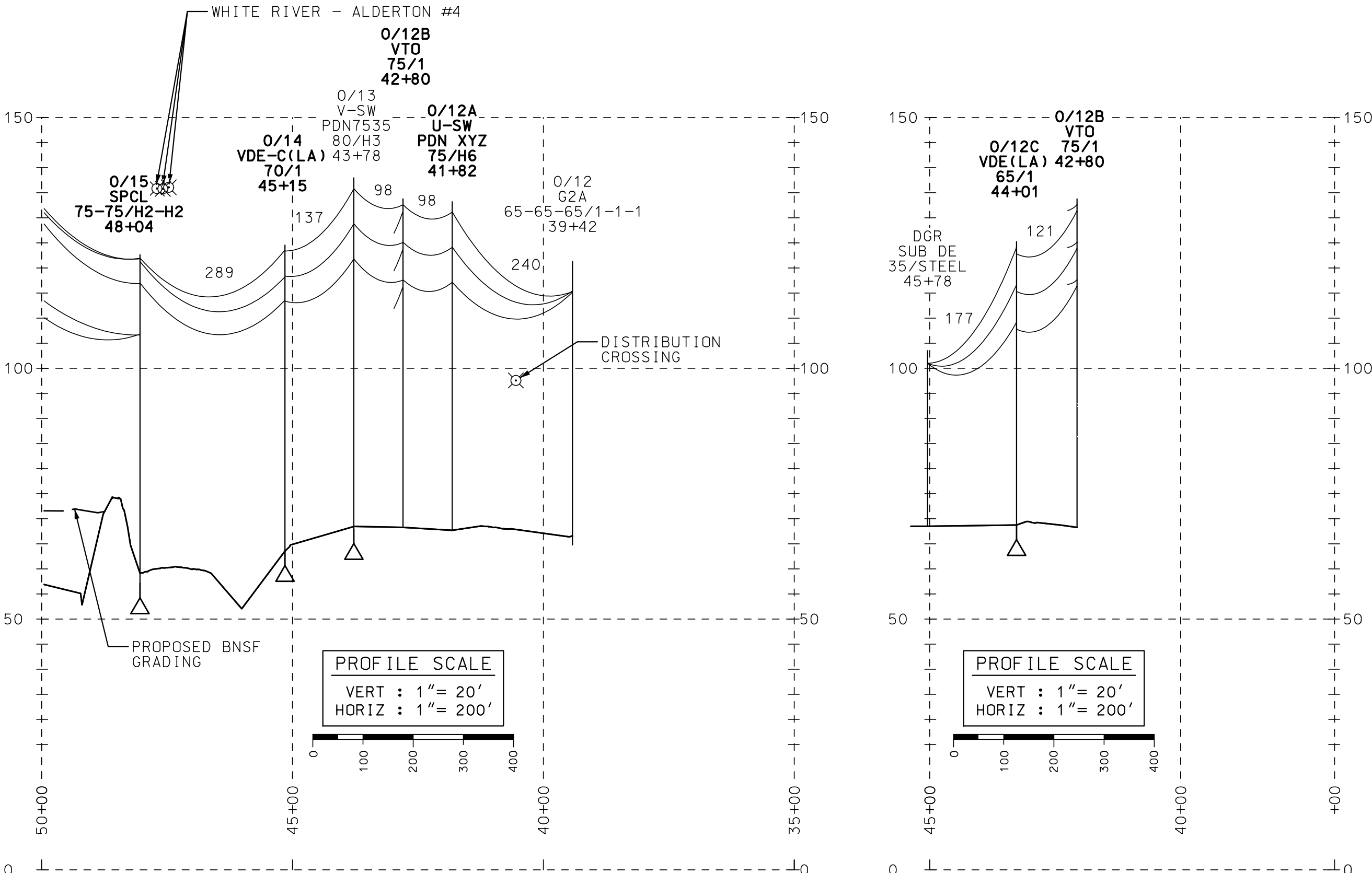
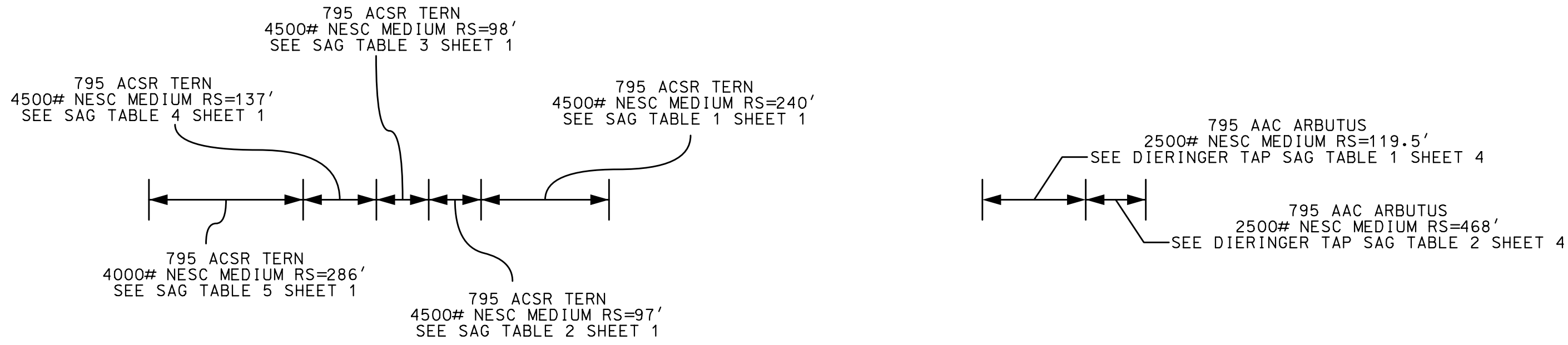
INCIDENT # REV #
0
SAP ORDER NUMBER
111025247
SCALE 1"=100' PAGE 2/5

TRANSMISSION DRAWING SOURCE:
T-01340 sh 02

RESULT 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
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	FIG	DET	
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 _____

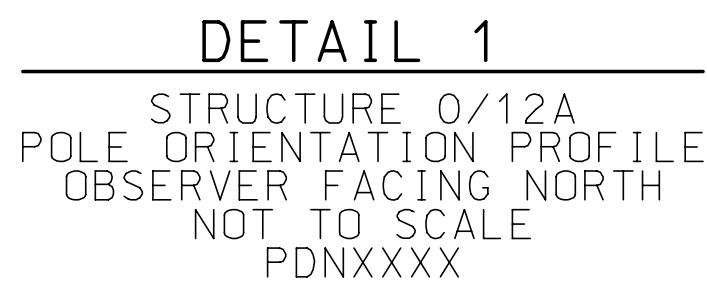
REV#	DATE	BY	DESCRIPTION	REAL ESTATE/EASEMENT	PERMIT
3					
2					
1					

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	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
Page 36 of 346



- 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



PROJECT PHASE		ORDER#	FOREMAN (Check box if Complete)
POWER	NOTIFICATION	11484524	☐ PSE EQUIPMENT LOCKED/SECURED & WORK AREA LEFT IN CLEAN/SAFE CONDITION. ☐ GRID, CABLE & SWITCH NUMBERS INSTALLED & VERIFIED . ☐ FIELD CHANGES RED-LINED ON AS-BUILTS. MATERIAL VERIFIED AND CHANGES NOTED ON PAPERWORK. ☐ NOTE 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
	SUPERIOR		
	CAPITAL	111025247	
	REMOVAL	108114325	
	EXPENSE	570116548	
	ST LIGHT		
"Locates Required"		Yes ☐ No ☐	Foreman's Signature _____
"Outages Required"		Yes ☐ No ☐	
"Flagging Required"		Yes ☐ No ☐	Company _____ Employee ID# _____

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

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,291,504

Within Budget Allocation: Yes

ATTACHMENTS:

1. Facility Relocation 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 _____

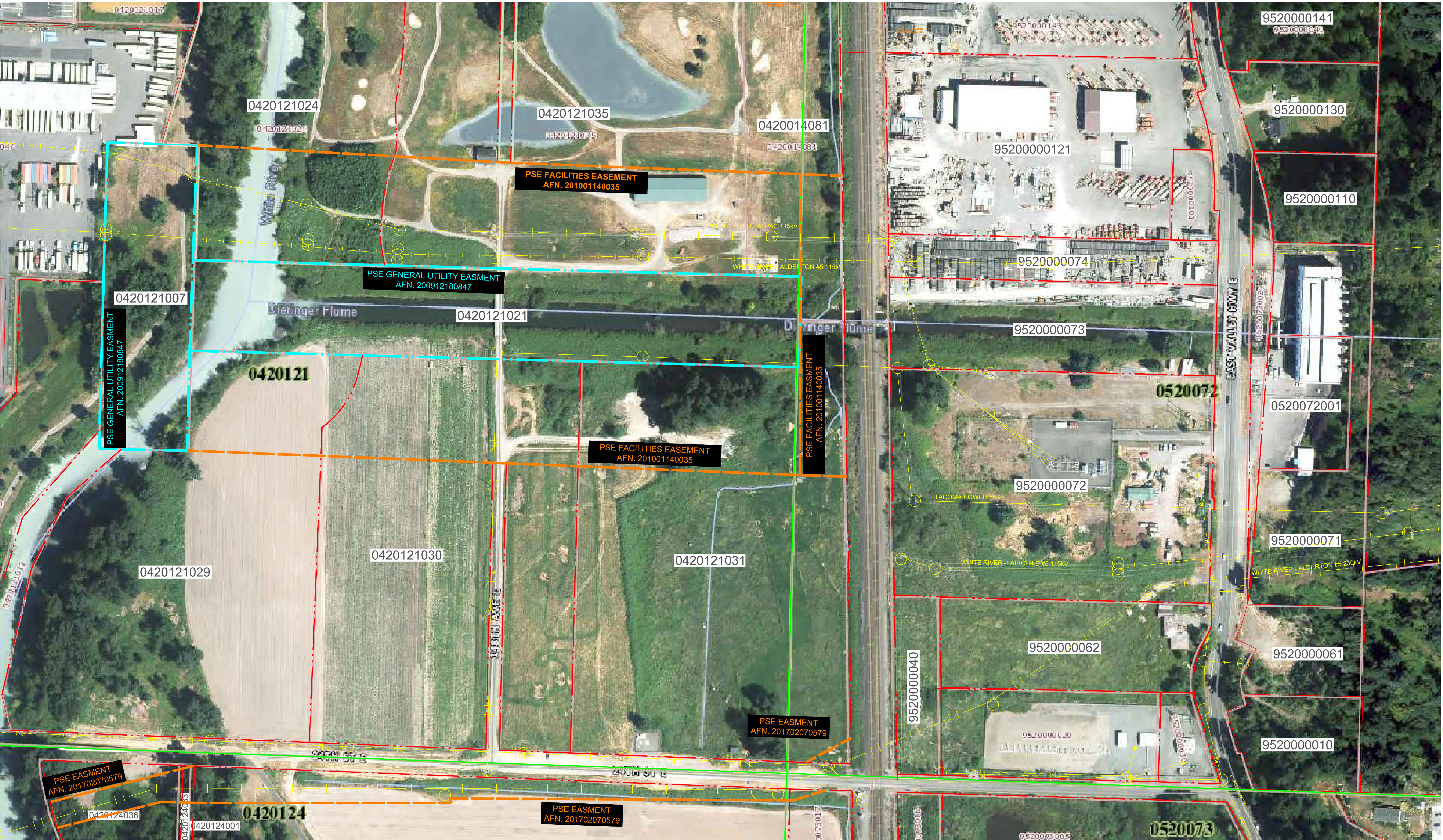
Its _____

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

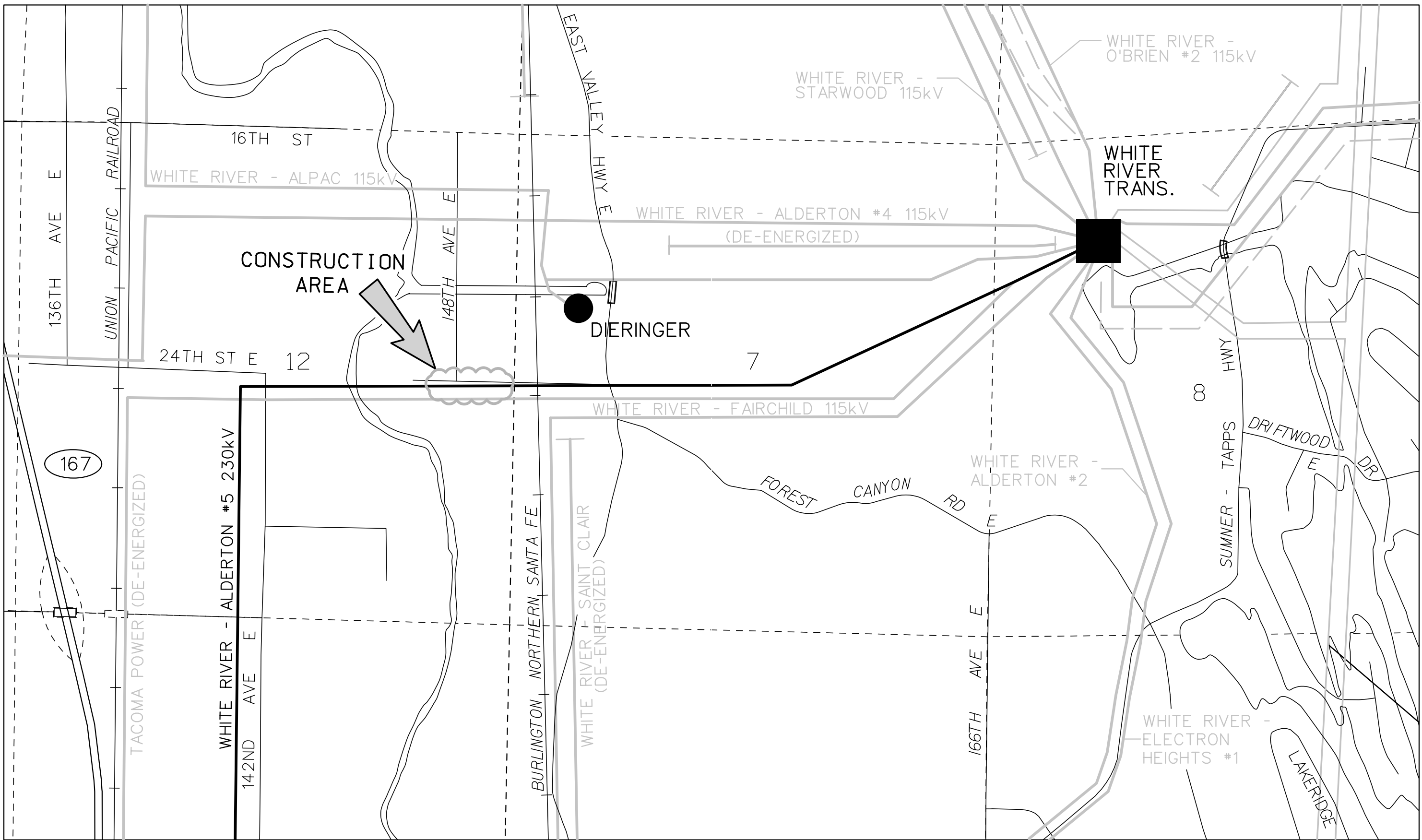
ENGINEER: DAN SEYMOUR PHONE: 206-418-9269

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					

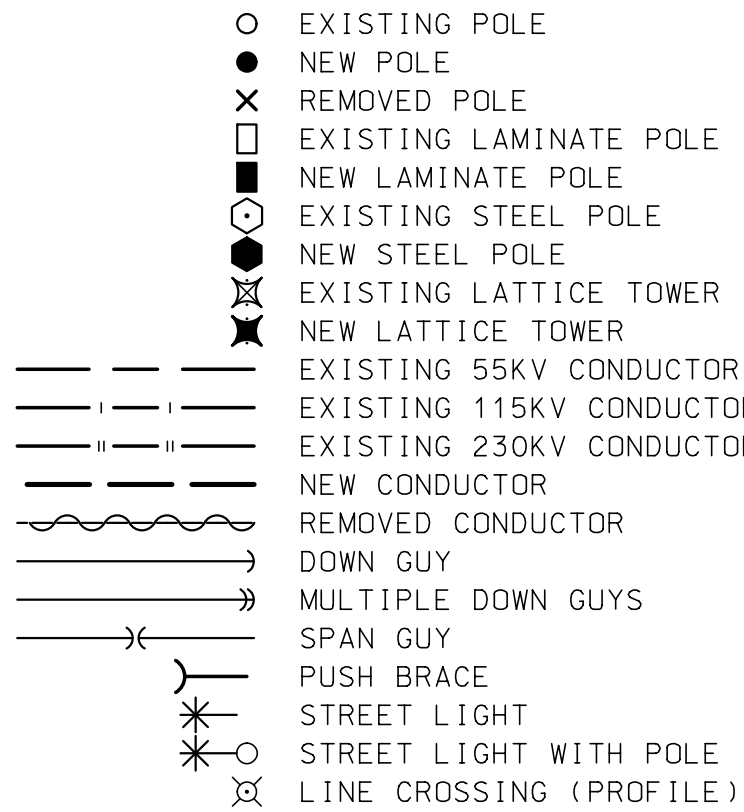
STRINGING SAG TABLE 3
STRUCTURE 1/2 TO STRUCTURE 1/5

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					

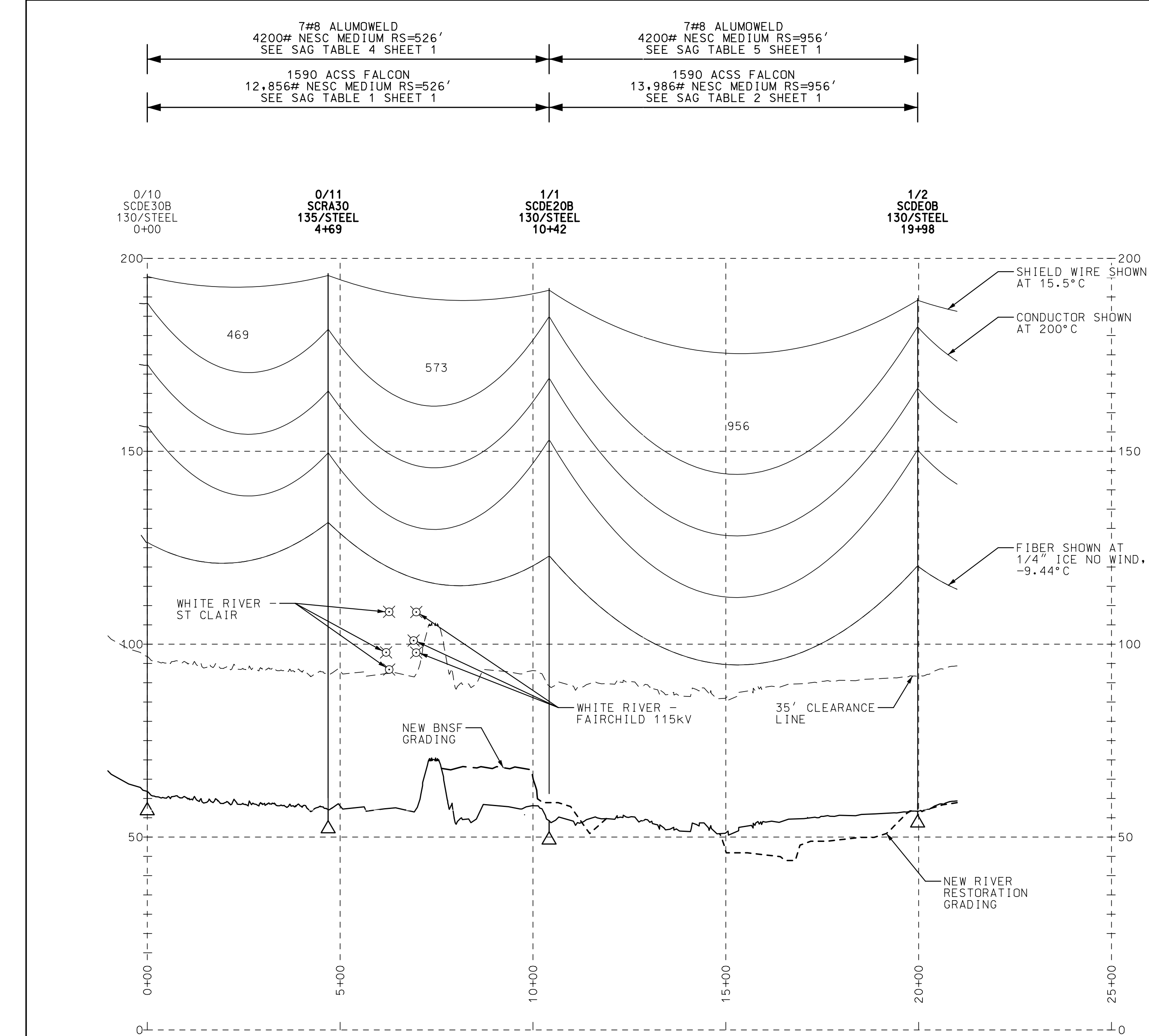
CALL (800)424-5555 2 BUSINESS DAYS BEFORE YOU DIG
THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF FACILITIES

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 EXPENSE	111024827 108109509 571015970	☐ GRID, CABLE AND SWITCH NUMBERS INSTALLED & VERIFIED.	
	ST LIGHT		☐ FIELD CHANGES RED-LINED ON AS-BUILTS.	
			☐ MATERIAL VERIFIED AND CHANGES NOTED ON PAPERWORK.	
"Locates 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
			PROJECT MGR	D. AGUIRRE
			ENGR-POWER	D. SEYMOUR
			DRAWN BY	V. SCHAEFER
			CHECKED BY	
			APPROVED BY	
			FOREMAN #1	
			FOREMAN #2	
			MAPPING	
JOINT FACILITIES ARRANGEMENTS				
UTILITIES				
CONTACT				
PHONE#				
PSE		PUGET SOUND ENERGY		INCIDENT #
ELECTRIC SYSTEM ENGINEERING		WHITE RIVER - ALDERTON (230 KV) 24TH ST E NEAR THE BNSF TRACKS SUMNER WA 98390		REV #
				0
				SAP ORDER NUMBER
				111024827
				SCALE
				1"=100'
				PAGE
				1/3

TRANSMISSION DRAWING SOURCE:
111008108

ASBUILT TO:
T-01479 sh 7-8

111024827



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

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

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	
1/1	569829-157077	135	STEEL	2017	☐	☐	☐	☐	☐	☐	☐		
1/2	569829-157004	130	STEEL	2017	☐	☐	☐	☐	☐	☐	☐		

GENERAL NOTES

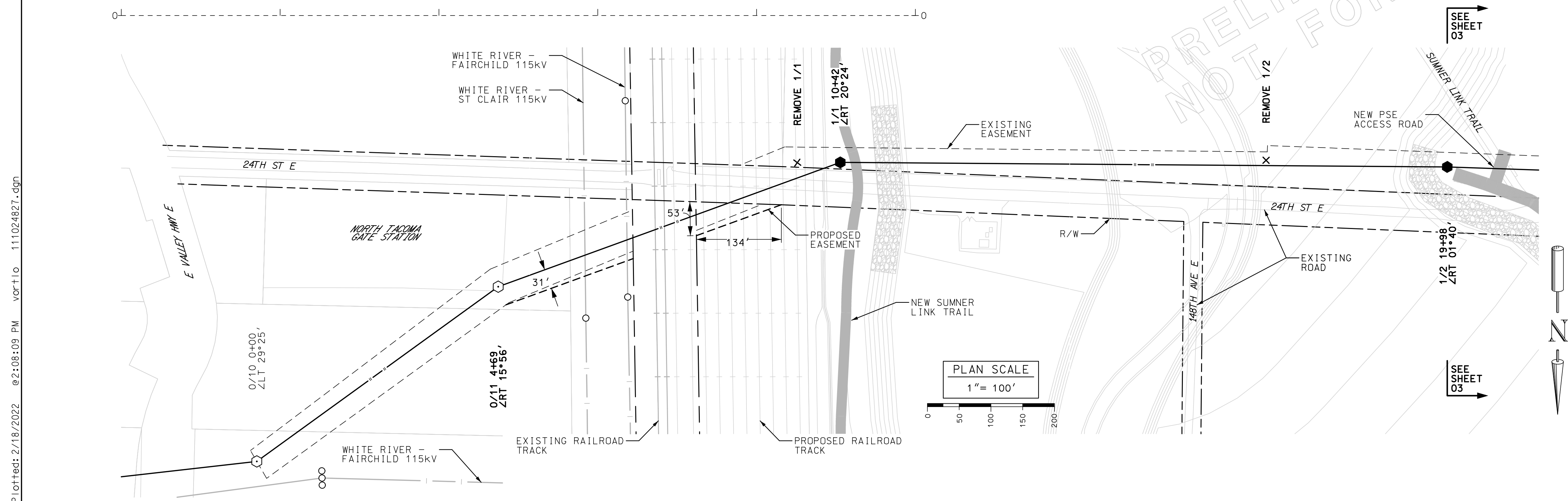
- FOUNDATION REVEAL FOR EXISTING STRUCTURES IS REFLECTED IN POLE HEIGHT SHOWN ON THE PROFILE
- INITIAL FOUNDATION REVEAL FOR NEW STRUCTURE 1/1 PRIOR TO CITY/BNSF PROJECT IS 7'. FINAL FOUNDATION REVEAL IS 2' AFTER CITY/BNSF PROJECT
- FINAL REVEAL OF NEW STRUCTURE 1/2 WILL BE 2' AFTER CITY RIVER PROJECT

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

SUBJECT: 24th St E Utility Relocation - Gas Line Relocation 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. PSE Gas Easement
-

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

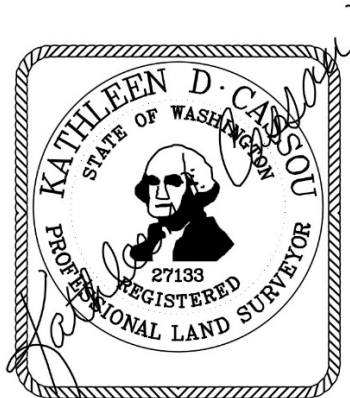
EXHIBIT A

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

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	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:

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Easement for City from PSE

STAFF CONTACT:

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:



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.



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
KPG
TACOMA SEATTLE

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

ACCESS EASEMENT
AREA = 882 S.F.±



N.T.S.

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

2502 Jefferson Ave
Tacoma, WA 98402
(360) 824-0720
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 Sumer

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)

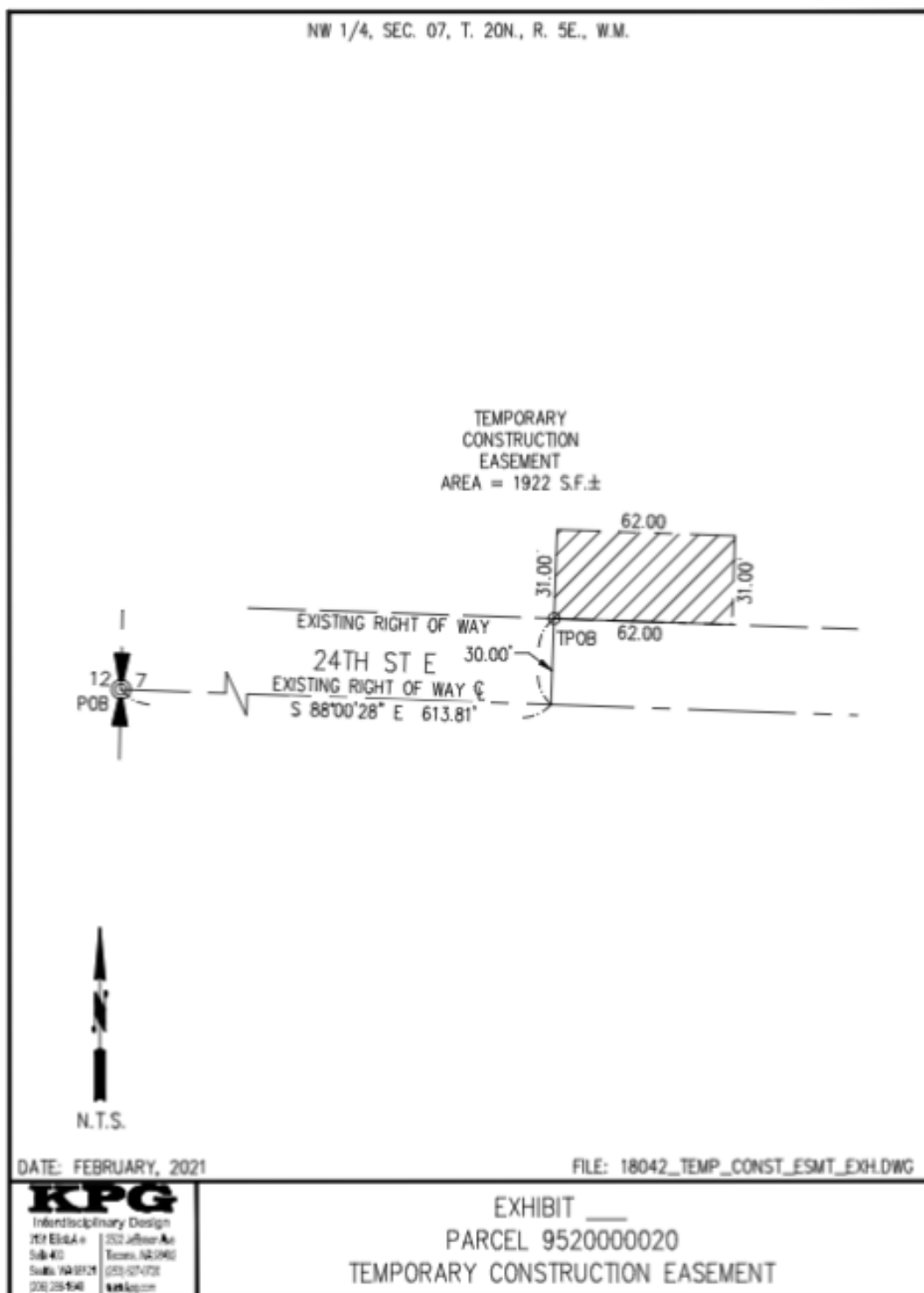
PARCEL A:
THAT PORTION OF LOT 1 OF WHITE RIVER GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 100, RECORDS OF PIERCE COUNTY AUDITOR, LYING BETWEEN THE EAST LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY'S RIGHT OF WAY AND OF THE WEST LINE OF THE SUMNER-DIERINGER COUNTY 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.



18042_TEMP_CONST_ESMT_LEGAL.docx

Page 1 of 1
KPG
TACOMA • SEATTLE

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.*

Reset form

☐ Check box if partial sale, indicate % sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Puget Sound Energy

Mailing address PO Box 97034

City/state/zip Bellevue, WA 98009

Phone (including area code) _____

2 Buyer/Grantee

Name City of Sumner

Mailing address Public Works Department

City/state/zip 1104 Maple St., Ste 260

Phone (including area code) Sumner, WA 98390-1423

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

Name Pugent Sounty Energy/Gas

PSE-08S PROP TAX

Mailing address PO Box 97034

City/state/zip Bellevue, WA 98009-9734

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
<u>9520000020</u>	☐	<u>\$ 783,900.00</u>
_____	☐	_____
_____	☐	_____

4 Street address of property 24th St E

This property is located in Sumner *(for unincorporated locations please select your county)*

☐ 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).

5

48 - Utilities

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)? ☐ Yes ☒ No

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)** ☐ Yes ☒ No

6 Is this property designated as forest land per RCW 84.33? ☐ Yes ☒ No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? ☐ Yes ☒ No

Is this property receiving special valuation as historical property per RCW 84.26? ☐ Yes ☒ No

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 _____

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.

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		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

TABLE OF CONTENTS

Certificate of Appraiser.....	1
Assignment Scope of Work and Definitions	2
Appraisal Assumptions and Limiting Conditions.....	3
Subject Photos and Map.....	4
Delineation of Title	8
Appraisal Problem and Scope of Work	8
Property Rights Acquired and Effects	9
Neighborhood Description.....	12
Property Description, Before.	16
Valuation, Before.....	22
Correlation and Final Conclusions from All Approaches.....	30
Valuation, Remainder	31
Correlation and Final Conclusions from All Approaches.....	36
Recapitulation	37
Summary of Appraisal Conclusions	38
Report of Contact With Owner	39
Personalty/Realty Report	40

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

Photographer: Barbro Hines



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:

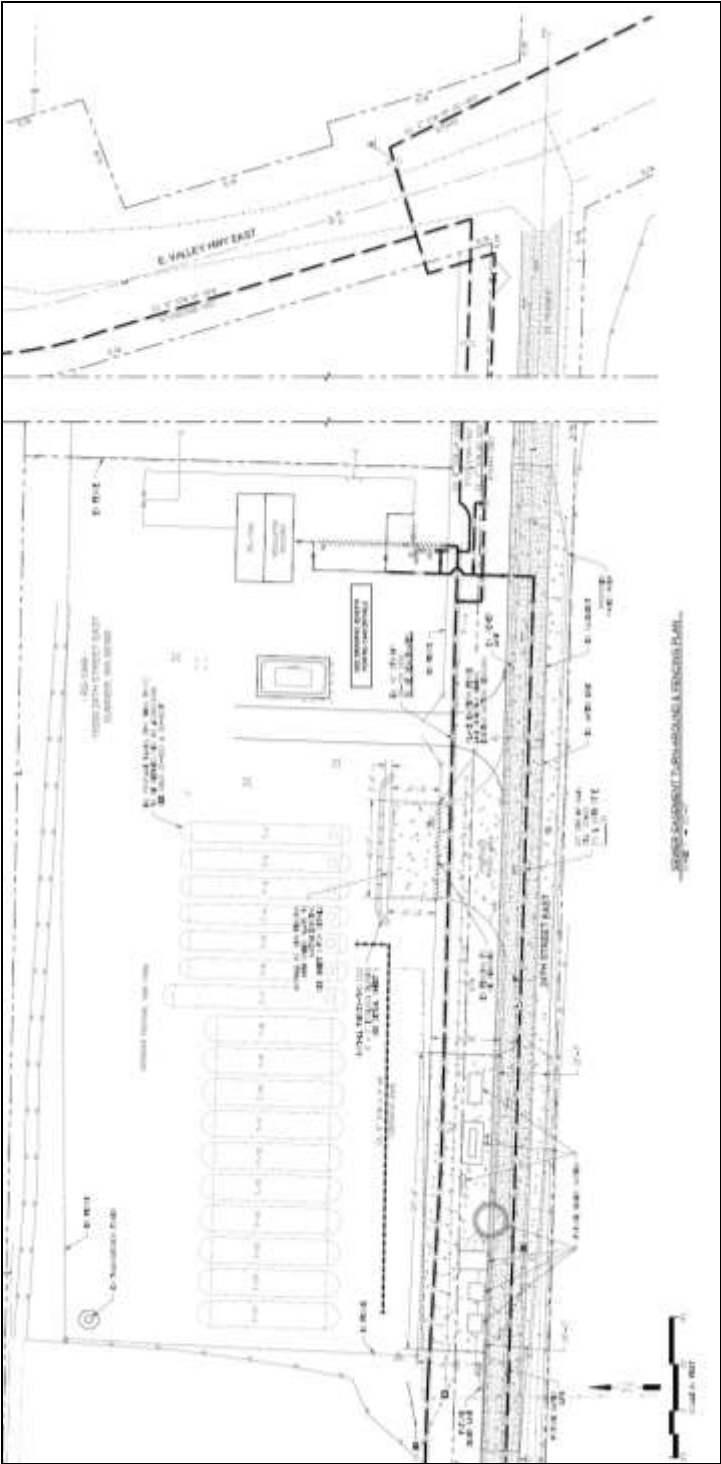
According to the Ingress/Egress Easement document provided by the City of Sumner, a copy of which is included in the addenda of this report, the purpose of the project is to designate an area on the subject property for city vehicles and equipment to perform turnaround maneuvers to accommodate the City's 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:

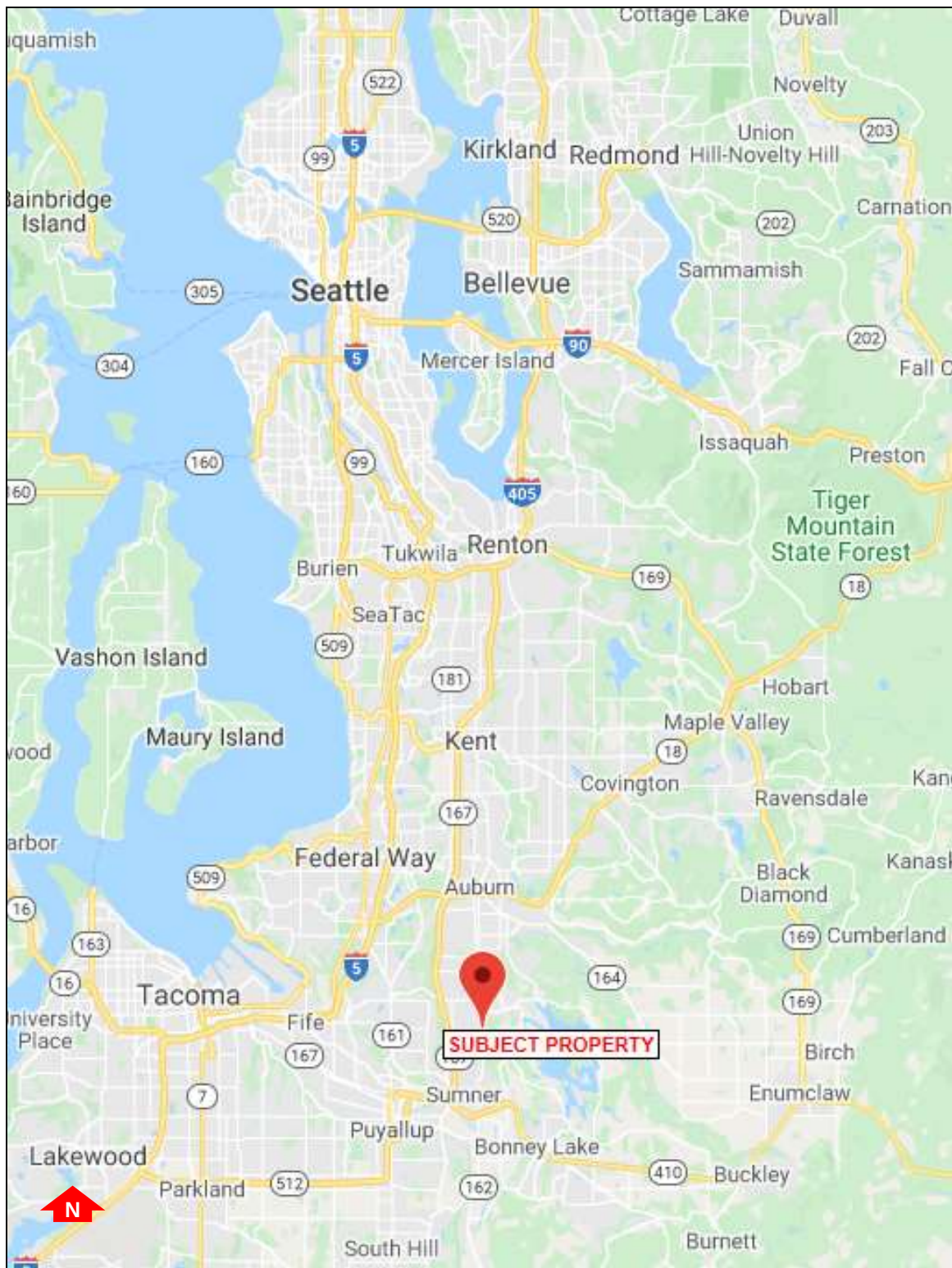
SITE AREA	
Identification	Sq.Ft.
"Before" Site Area	139,828
"Area in Acquisition"	0
"Remainder" Site Area	139,828
Permanent Access Easement	882
Temporary Construction Easement	0
Source: Exhibit Map Depiction (Included in Addenda)	

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:

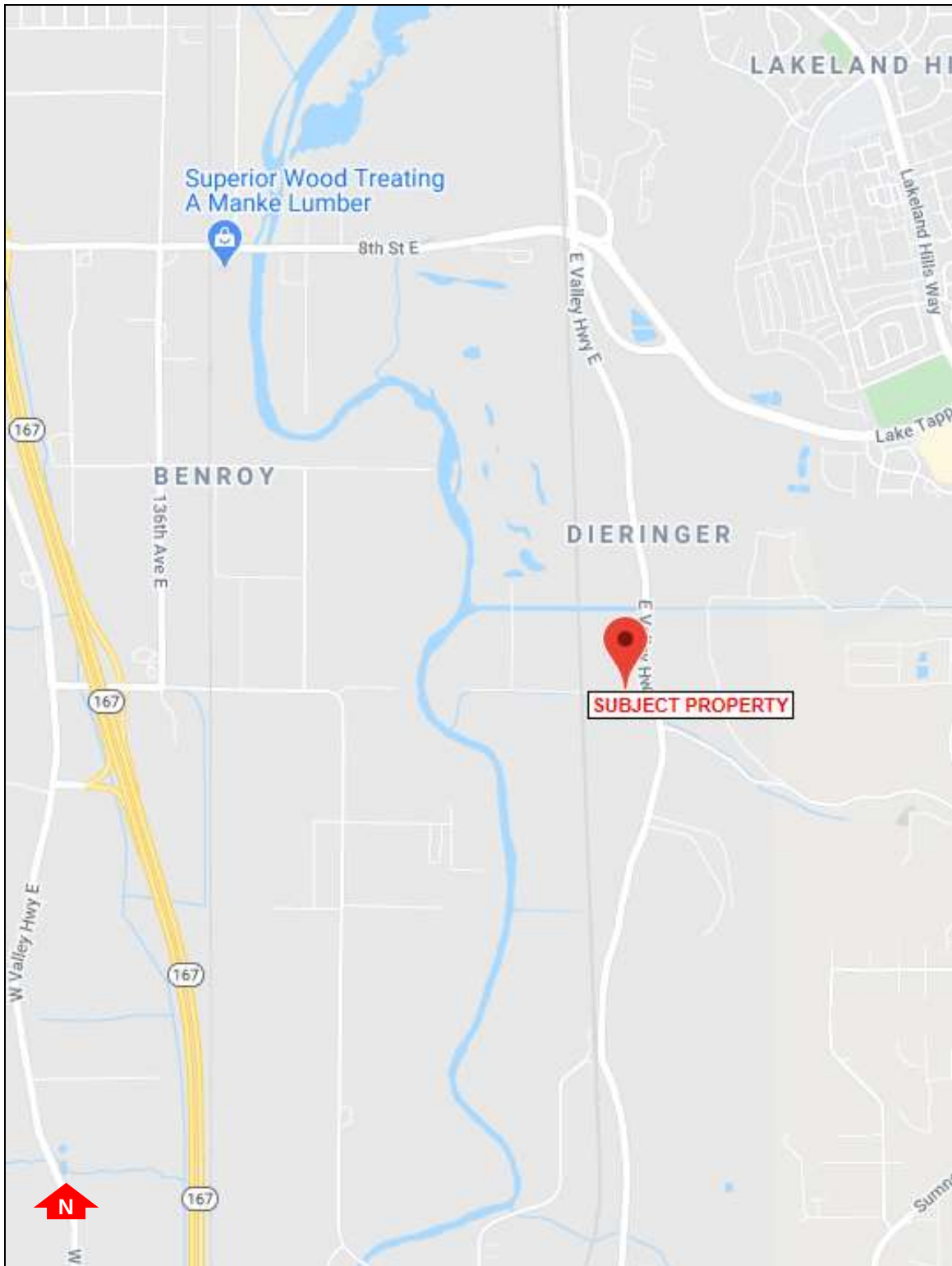
A neighborhood is defined as a group of complementary land uses. Neighborhoods are affected by social, economic, governmental, and environmental forces which influence property values in the vicinity of the subject property which, in turn, directly affect the value of the subject property itself. The 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 food/beverage classes)	Indoor dining prohibited. Outdoor or open-air dining, and alcohol service/delivery at 15%, max 6 per table, limit 2 households per table	Indoor dining available 25% capacity, and alcohol service/delivery at 15%. 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 15%. 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 gyms, fitness studios, indoor recreational sports, indoor pools, roller skating, 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 10 athletes. Appointment based fitness training, less than 1 hour sessions, no more than 1 customer/table per hour on per 200sq. ft. 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, camping, fishing, hiking, 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 bars, 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:

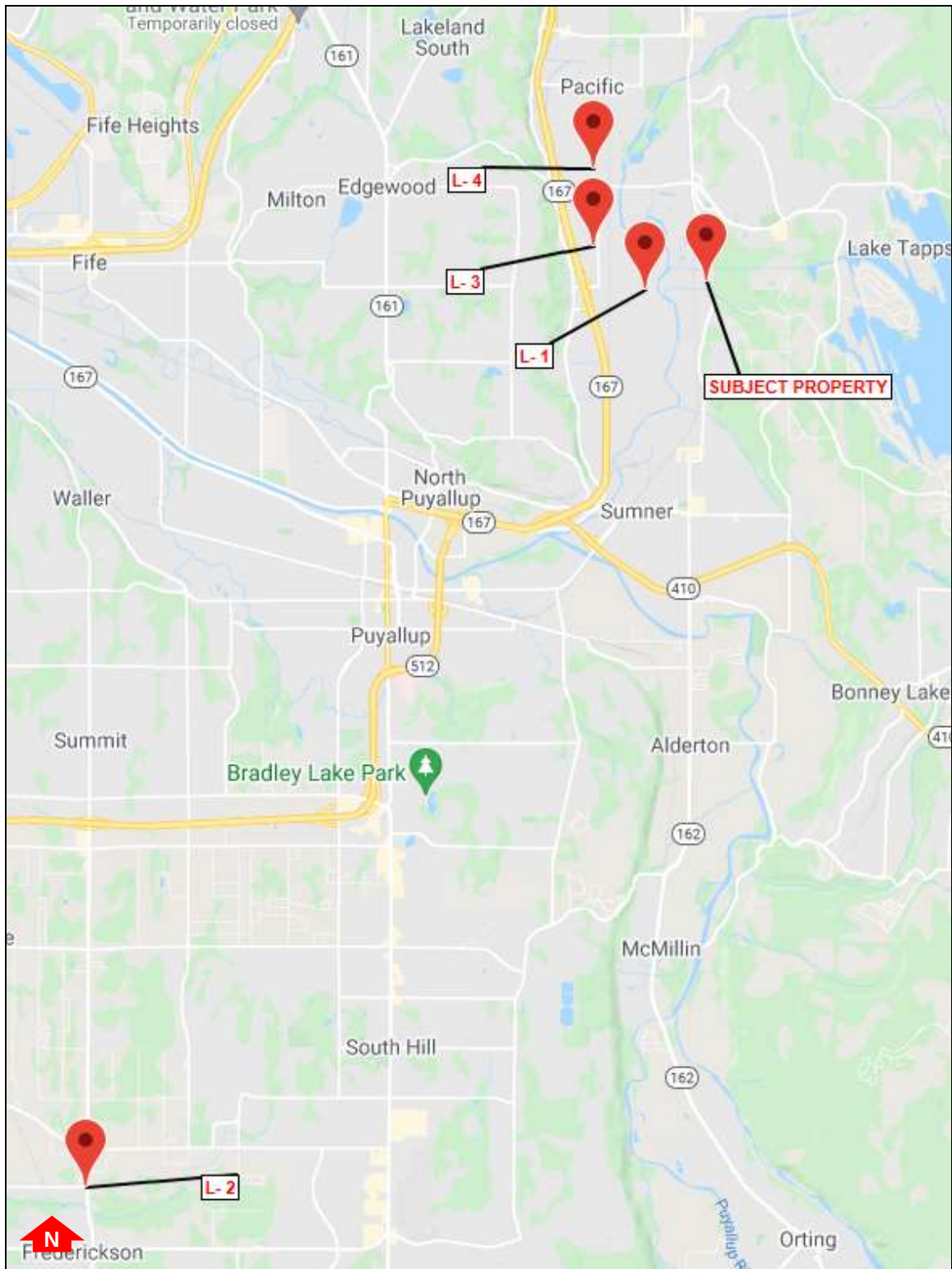
One of the most reliable indicators of value in an active market is derived by comparing the property being appraised with similar nearby properties that have sold. This approach reflects the principle that a well-informed buyer will pay no more for a property than the cost involved in obtaining an equally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

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
-------------------	-------------

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
------------------------	---------------------------

Indicators

Sale Price/ SF	\$14.65
-----------------------	---------

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
-------------------	-------------

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
-----------------------	---------

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
---------------------------	---------

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

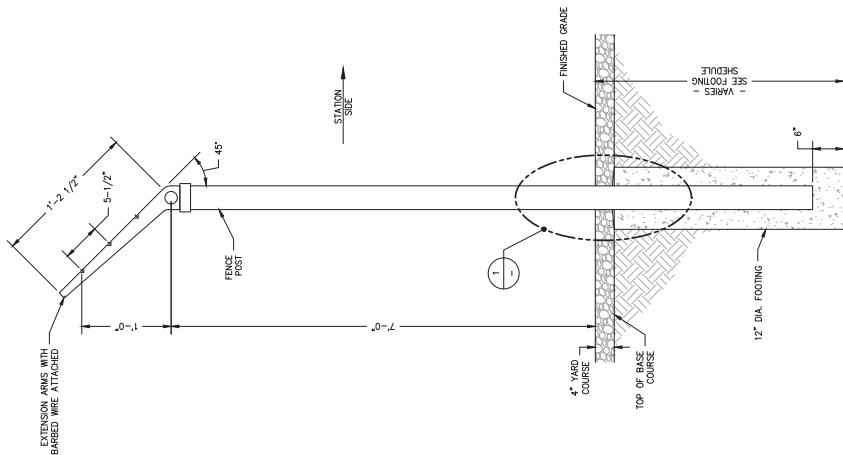
Wells Fargo	Pacific Crest Trail Association
U.S. Bank	South Sound Bank
KeyBank	Washington State Department of Transportation
Union Bank	Jefferson County Public Works
Bank of America	City of University Place
Salal Credit Union	Sawyer Family Partnership
Timberland Savings	University of Washington
Kitsap 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

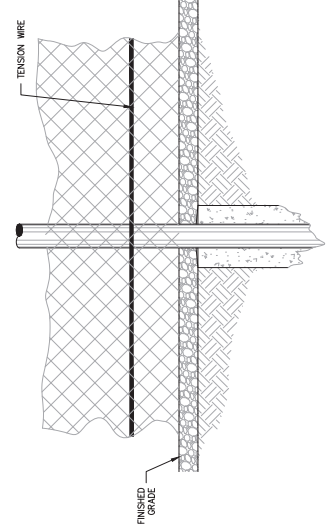
Clallam County	Mason County
Cowlitz County	Pacific County
Grays Harbor County	Pierce County
Jefferson County	Skagit County
King County	Snohomish County
Kitsap County	Thurston County
Lewis County	Whatcom County

SECTION “R”

RIGHT OF WAY PLAN



CHAIN LINK FENCE DETAIL
- 7'-0" CHAIN LINK FENCE WITH BARBED WIRE -
SCALE: N.T.S.

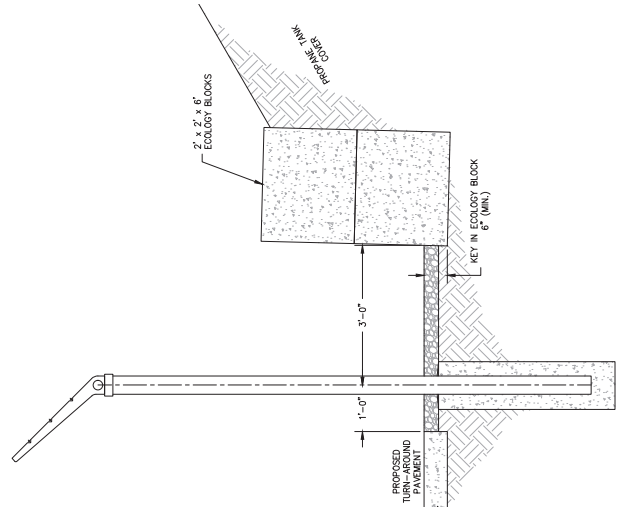


DETAIL
SCALE: N.T.S.

NOTE:
SEE SHEET 2 FOR CHAIN LINK FENCE NOTES AND REQUIREMENTS.

- CONCRETE FOOTING SCHEDULE -	
VEHICLE GATE POST	FOOTING DEPTH
18" MIN.	3'-8" MIN.
24" MIN.	4'-0" MIN.
CORNER / LINE POST	3'-8" MIN.
12" MIN.	3'-8" MIN.
CORNER / LINE POST WITH SLATS	3'-8" MIN.
18" MIN.	3'-8" MIN.
PEDESTRIAN GATE POST	3'-8" MIN.

NOTES:
1. CONCRETE FOOTING $F_{c'} = 2,500$ P.S.I.
2. FOOTING DEPTH IS MEASURED FROM TOP OF BASE COURSE



ECOLOGY BLOCK
ELEVATION VIEW -
SCALE: 3/4" = 1'-0"

CALL (800) 424-6555
2 BUSINESS DAYS BEFORE YOU BEGIN CONSTRUCTION OF FACILITIES

THIS SKETCH NOT TO BE RELED UPON, FOR RECONSTRUCTION OF FACILITIES

PERMIT

PROJECT MANAGER CONTACT INFO
EFF KESZ
206-348-2447 CELL PHONE
jmt.meas@meas.com EMAIL

REAL ESTATE EASEMENT

FUNCTION	NAME	PHONE	DATE
DESIGNED BY	J. MEAS	206-348-2447	12-27-15
ENGINEER	A. WHITAKER	425-424-7817	
DRAWN BY	B. LANG	425-424-7828	
CHECKED BY	D. VAN DORN	425-424-7825	
APPROVED BY	J. WALKER	425-424-7814	
OF APP	WHITAKER	206-254-6595	
MAPPING			

USER SECTION
1/4 SECTION
NW 07-20-05 E
240,080

ORDER NUMBER
242,080

RELOCATE EXISTING 16" STW HP MAIN
ALONG 24 STREET E, SUANER, WA 98900
FROM RS-1349 TO WEST OF WHITE RIVER

SCALE AS NOTED

REVISIONS	DESCRIPTION	BY	CHK	APP	DATE
1					

SECTION “T”

TITLE REPORT

Commitment for Title Insurance

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

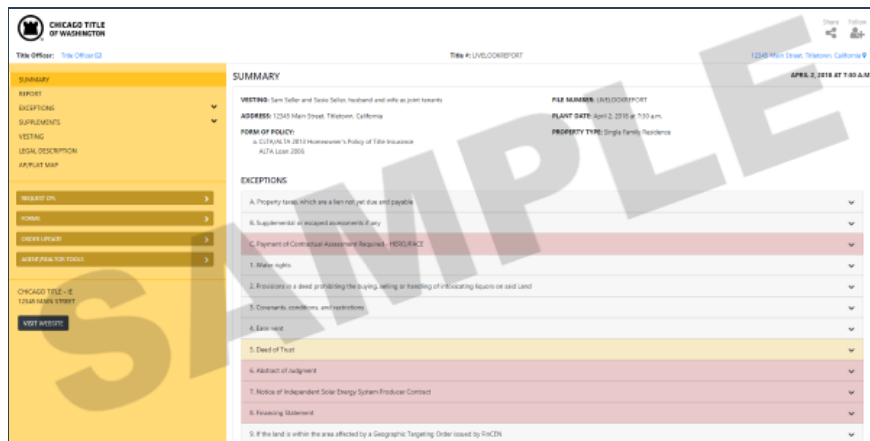
Property Address:

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](#)



CHICAGO TITLE OF WASHINGTON

Title Officer: Title Officer 12

Title # LIVELOOKREPORT

1234 Main Street, Watson, California

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

SUMMARY

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

ADDRESS: 1234 Main Street, Watson, California

POLICY OF POLICY: A CHICAGO TITLE Insurance'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 - HOEFA 2006
- 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. Eminent domain
- 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"
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

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

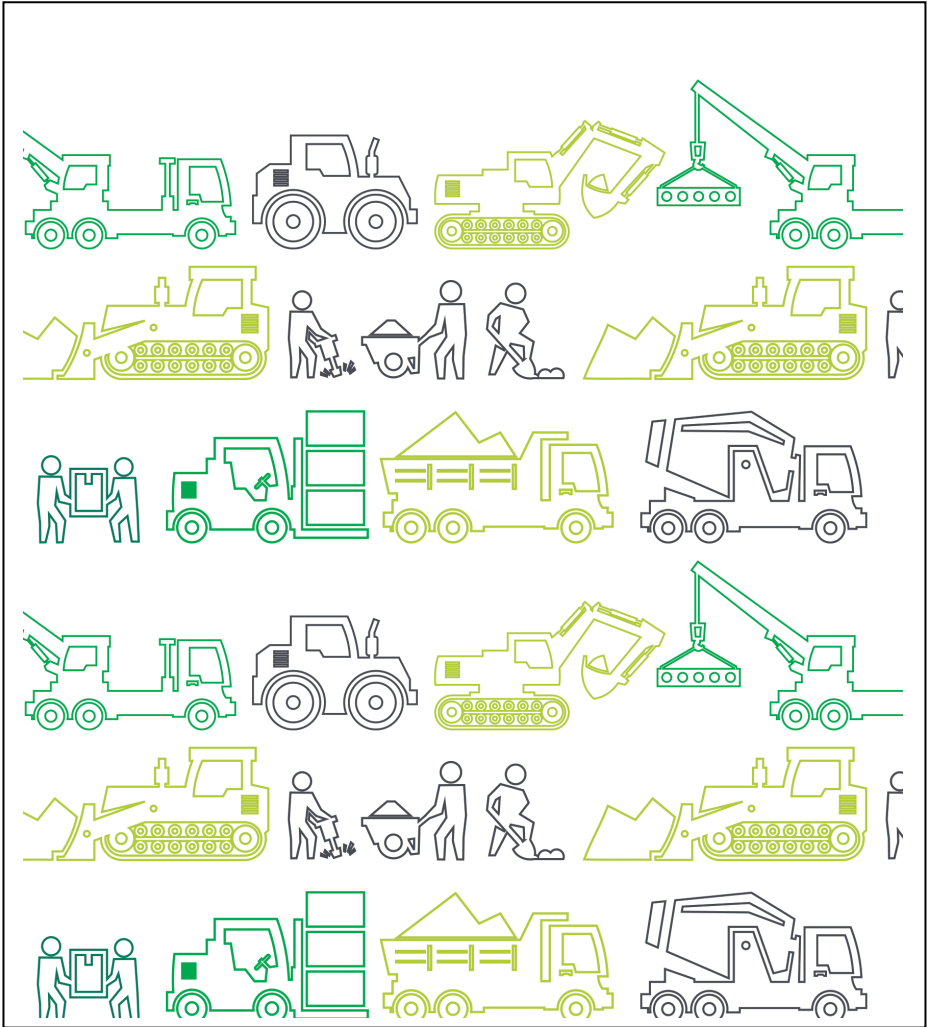
CLOSING DETAIL STATEMENT

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

 How do I determine that the amount offered is fair? 6

Negotiations and Purchase

 How long do I have to consider the offer? 7

 What if I believe the offer is too low? 8

Settlement & Closing

 What happens if I accept the agency’s offer? 9

 Will I have to move? 9

Condemnation & Court Actions

 What happens if I don’t accept the Agency’s offer? 10

 What happens if I go to court? 10 & 11

Contact Us 11

Agency Title VI Notice to the Public..... 11 & 12

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?

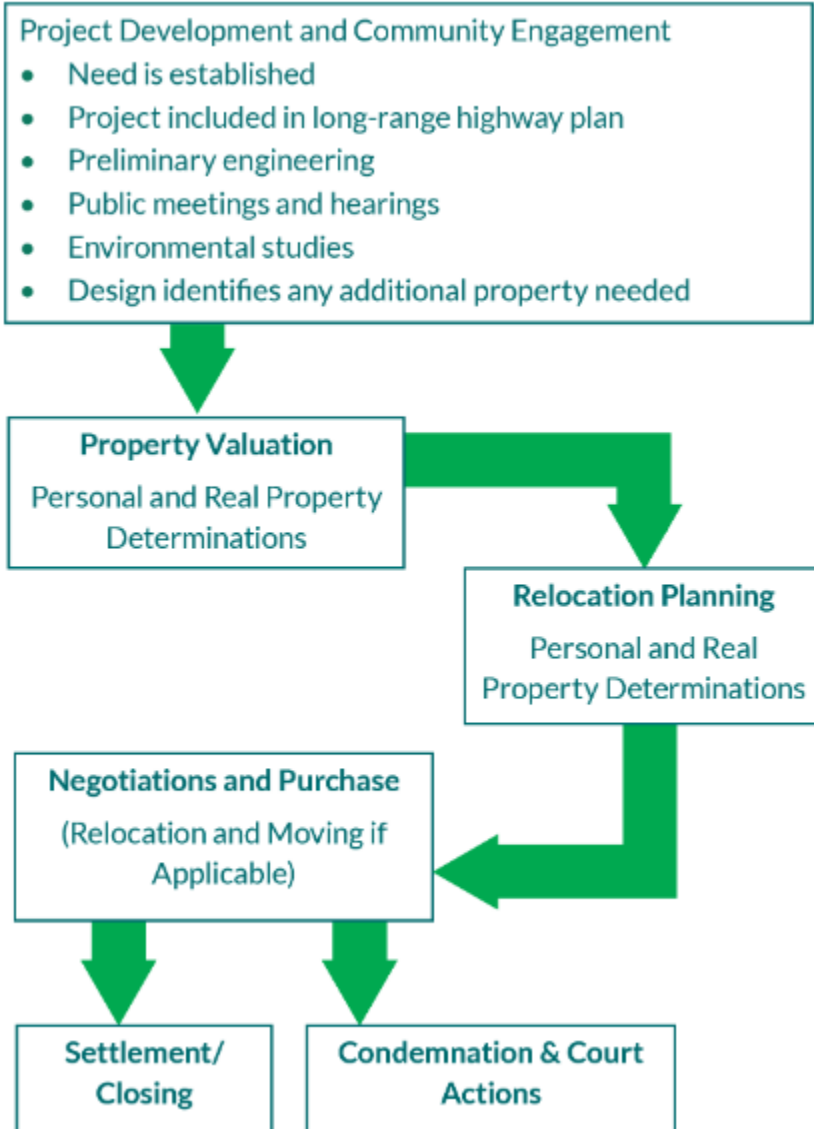
The Washington State Constitution authorizes the government to acquire private property through Eminent Domain for public purpose, following payment of just compensation to the property owner.

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.

SUBJECT: Resolution No. 1629 - Petty Cash & Change Funds

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: \$100

Within Budget Allocation: Yes

ATTACHMENTS:

1. Resolution No 1629 - Petty Cash

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

In 2016, Resolution No. 1459 amended the authorized amounts for City petty cash and change funds from \$2,100 to \$2,175. Upon review of operational needs, staff proposes an increase as shown on the Resolution, to a total of \$2,275.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
--

MEETING/STUDY SESSION DATE: 7/6/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1629 Petty Cash & Change Funds.

**RESOLUTION NO. 1629
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AUTHORIZING PETTY CASH AMOUNTS.**

WHEREAS, Resolution 1459, approved August 1, 2016, authorized the Petty Cash account to a total of \$2,175.00; and

WHEREAS, a review of operational needs has demonstrated a need for adjustment of petty cash and change amounts; and

WHEREAS, the City Council desires to increase the amount from \$2,175.00 to \$2,275.00;

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

Section 1. Increasing the petty cash amount. The City of Sumner Petty Cash amount is hereby increased from \$2,175.00 to \$2,275.00.

Department	Type	Resolution No. 1459	Resolution No. 1629
Police Department	Petty Cash	\$300.00	\$300.00
City Hall	Petty Cash	\$500.00	\$500.00
City Hall	Change	\$400.00	\$400.00
Metro Animal Services	Change	\$250.00	\$200.00
Metro Animal Services	Petty Cash	\$0	\$150.00
Drug Seizure	Petty Cash	\$500.00	\$500.00
Municipal Court	Change	\$75.00	\$75.00
Cemetery	Change	\$150.00	\$150.00
	Total	\$2,175.00	\$2,275.00

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

Section 3. This resolution shall become effective immediately upon adoption.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 18th day of July, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

SUBJECT: Resolution No. 1631 - Paper of Record

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1631 - Official Newspaper

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Washington State requires cities and towns to designate an official publication per RCW 35A.21.230. In 2013, the City designated the Tacoma News Tribune.

After several internal meetings and with a representative from the Courier Herald, staff suggested moving the official paper from the Tacoma News Tribune to the Courier Herald, in the best interest of conducting City business.

Through Resolution 1631, the City of Sumner (per RCW 35A.21.230) will designate the Courier Herald as its official newspaper for publication of all notices or newspaper publications required by law.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
--

MEETING/STUDY SESSION DATE: 7/6/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.1631- Approving the Courier Herald as the City's paper of record.

**RESOLUTION NO. 1631
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DESIGNATING “THE COURIER HERALD” AS THE OFFICIAL NEWSPAPER FOR THE CITY OF SUMNER.

WHEREAS, RCW 35A.21.230 requires the City to designate an official newspaper for purposes of public notice and publication purposes; and

WHEREAS, since 2013, the City’s designated newspaper has been the Tacoma News Tribune; and

WHEREAS, the City has experienced challenges in the processing and timing of publications, primarily the publication deadlines imposed by the Tacoma News Tribune, and therefore desires to designate the Courier Herald; and

WHEREAS, the City Council desires to change the City’s official newspaper to The Courier Herald.

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

Section 1. Official Newspaper. That, pursuant to RCW 35A.21.230, The Courier Herald is hereby designated as the official newspaper of the City of Sumner for the publication of all notices or newspaper publications required by law.

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

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this ____ day of July, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

SUBJECT: Teamsters 2022-2024 Collective Bargaining Agreement.

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 2022-2024 Teamsters Agreement

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City of Sumner has concluded negotiations with the Teamsters Union Local No. 313 for a three-year Collective Bargaining Agreement (CBA) for the period of 202 through 2024. We are pleased with the cooperation and working relationship that we have with the Teamsters union. Their membership ratified the proposed CBA on June 22, 2022.

This CBA incorporates various language clean ups and clarifications. It creates staffing flexibility for the City by combining Parks, Cemetery and Facilities into one work pool. It establishes Areas of responsibility for Field Supervisors at the Shops for added operation oversight. The agreement creates a six-month trial period for an alternative schedule which will provide for additional hours of staffing coverage. The City has agreed to open a promotional Field Supervisor position at the Shops which will be backfilled by an entry level Operator for a net gain of one FTE.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
--

MEETING/STUDY SESSION DATE: 7/11/2022

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to approve the Teamsters 2022-2024 Collective Bargaining Agreement.

COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF SUMNER

and the

**GENERAL TEAMSTERS, LOCAL NO. 313
AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

JANUARY 1, 2022 – DECEMBER 31, 2024

Table of Contents

PREAMBLE.....	2
ARTICLE I – RECOGNITION	2
ARTICLE II – SENIORITY.....	4
ARTICLE III – GRIEVANCE PROCEDURE.....	4
ARTICLE IV – VACATIONS	6
ARTICLE V – EMPLOYMENT OPPORTUNITY	7
ARTICLE VI – PENSION.....	14
ARTICLE VII – SICK LEAVE	14
ARTICLE VIII – BEREAVEMENT LEAVE.....	15
ARTICLE IX – PROTECTED LEAVE	16
ARTICLE X – HOLIDAYS	16
ARTICLE XI – DISCHARGE.....	17
ARTICLE XII – BULLETIN BOARDS.....	18
ARTICLE XIV – SCALE OF WAGES/HOURS OF WORK	18
ARTICLE XV – JURY DUTY.....	25
ARTICLE XVI – HEALTH AND WELFARE.....	25
ARTICLE XVII – SAVINGS CLAUSE.....	26
ARTICLE XVIII – WORK STOPPAGE.....	26
ARTICLE XIX – MANAGEMENT RESPONSIBILITIES.....	27
ARTICLE XX – DURATION	27
ARTICLE XXI – WORK BOOT ALLOWANCE AND UNIFORMS.....	27
APPENDIX A – WAGES.....	29
APPENDIX B – 2015 REORGANIZATION	32
APPENDIX C – STAFFING LEVELS	33
APPENDIX D – TECHNOLOGY	34
APPENDIX E – SMOKE TESTING	36
APPENDIX F – ALTERNATIVE WORK SCHEDULES	37

AGREEMENT
By and Between
CITY OF SUMNER
and
GENERAL TEAMSTERS, LOCAL NO. 313
AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS
JANUARY 1, 2021 – DECEMBER 31, 2024

PREAMBLE

This agreement is entered into this first day of January 1, 2022 by and between the City of Sumner, hereinafter referred to as the Employer, and the General Teamsters, Local No. 313, Affiliated With International Brotherhood of Teamsters, hereinafter referred to as the Union, and only applies to such parties.

ARTICLE I – RECOGNITION

- 1.1** The Employer recognizes the Union as the collective bargaining agent for the regular full-time and regular part-time employees of the classifications listed in the Public Works, Shops, Parks, Fleet and Cemetery Departments. The Employer will inform new employees eligible for membership in the bargaining unit of the Union's exclusive representation.

Regular part-time employees shall be those who are appointed to approve budgeted positions, work thirty-seven (37) hours a week or less, and have no predetermined or projected termination/ending date, and have successfully passed their twelve (12) month trial period.

These employees are entitled to rights and prorated benefits of the Collective Bargaining Agreement based on the number of hours worked. An employee must work a minimum of twenty (20) hours per week to qualify for prorated benefits. This definition does not include "seasonal" or "temporary employees".

- 1.2** The Employer agrees to deduct monthly dues, in two monthly payments, from bargaining unit members who have authorized such deductions in written, electronic, or recorded voice authorization to the Union. If the Employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the

request to the Union. The Employer shall transmit such deduction to the Union by check or direct deposit payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

- 1.3** An employee may stop paying union dues by submitting a written request to the Union in accordance with the terms and conditions on the authorization. After the Employer receives confirmation from the Union that an employee has revoked authorization, the Employer shall end the deduction no later than the second payroll after receipt of the confirmation.
- 1.4** The Employer agrees to supply the Union the names of all new hires for positions that are identified in the Collective Bargaining Agreement at the time hired. Information should include the individual's name, start date, job classification, department, and personal address.
- 1.5** The Employer will provide union access to all new employees hired into classifications identified in the Collective Bargaining Agreement within forty-five (45) days of such hire. The Employer will schedule such access as part of the onboarding process at a date/time agreeable to the Union. The Employer will allow the Union up to forty-five (45) minutes to meet with such individuals during the employee's work hours and at his or her usual worksite or other Employer facility.
- 1.6** Employees understand that dues and/or fees are necessary for the maintenance of the bargaining unit, ensuring enforcement of this agreement, and financial stability of the Union to improve wages and working conditions. Unit employees collectively agree that financial support of the Union is fair, necessary, and integral to the success of this Agreement.
- 1.7** The Employer agrees that it will notify the Union and provide three (3) business days prior to releasing any non-exempt records subject to a public records request from a third party or entity relating to an employee's membership status with the Union. The Employer agrees to provide the Union a copy of such written request, as permitted by law.

- 1.8 Extra Agreements:** The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively (except with the Union), which is inconsistent with the terms of a collective bargaining agreement then in effect.

ARTICLE II – SENIORITY

- 2.1 Acquisition of Seniority** - A new employee will attain seniority after twelve (12) months from date of hire. After completion of their trial period, the employee's seniority date shall be the date of hire.
- 2.2 Layoff and Recall** - Seniority shall prevail in the event of a layoff. The last employee hired shall be the first laid off, and the last employee laid off shall be the first recalled.
- 2.3 Loss of Seniority** - Seniority shall be broken for the following reasons:
- A. Justifiable discharge.
 - B. Voluntary quit.
 - C. Retirement.
 - D. Layoffs of twelve (12) months or more.
 - E. Absence from work because of a non-occupational illness or injury of twelve (12) months or more.
 - F. Absence from occupational illness or injury of twenty-four (24) months or more.

The time limits specified in E and F may be extended by mutual agreement between the Employer and the Union.

ARTICLE III – GRIEVANCE PROCEDURE

- 3.1** A grievance is defined as an alleged violation of the express terms and conditions of this Agreement. Prior to filing a grievance an employee shall discuss the issue with the lowest level supervisor in their chain of command that is not a bargaining unit member within fifteen (15) calendar days after knowledge of the alleged occurrence. If the issue

cannot be resolved within ten (10) calendar days of notifying the supervisor and a grievance arises, it shall be submitted to the following grievance procedure:

For the purposes of this article calendar days shall not include City observed holidays. Time limits referred to in this Article must be strictly adhered to unless waived by mutual consent by both parties in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. The failure of the grieving party to timely process the grievance pursuant to the time limits herein, shall be deemed a waiver of the right to proceed with the grievance. If the Employer fails to timely respond to a grievance, including any of the grievance steps, the grievance shall be moved to the next step. If the parties fail to arbitrate a grievance within two (2) years of filing the grievance at Step 1, the grieving party forfeits its rights under this Article.

Step 1. If the issue is not resolved, the grievance shall be filed with the Department Director in writing with written notification to the City within fifteen (15) calendar days from the date that the grievant discussed the issue with their lowest level supervisor, setting forth the alleged contractual violation and the remedy sought. The Department Director shall make a decision on the matter within fifteen (15) calendar days. If the parties fail to reach a decision, or fail to agree upon a settlement in the matter, it shall be filed to Step 2. The parties shall make every effort to resolve the grievance at this level.

Step 2. If the grievance is not resolved at Step 1 the grievance may be presented to the Mayor or their designee, in writing within fifteen (15) calendar days, setting forth the detailed facts concerning the nature of the grievance, section of the contract allegedly violated, and remedy sought. The Mayor or designee shall meet with the employee, Union representative, and Department Director within fifteen (15) calendar days of receipt of the written grievance. The Mayor or Designee shall send a written answer stating their position to the employee and the Union within fifteen (15) calendar days of such meeting.

Step 3. If the grievance is not settled in Step 2, either the Employer or the Union may submit the issue in writing to arbitration within twenty-one (21) calendar days. The Employer and the Union shall attempt to select the arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of nine (9) arbitrators shall be requested from the Federal Mediation and Conciliation Service or Public Employment Relation Commission.

Arbitrators shall reside in, or have an office in the States of Washington or Oregon. The parties shall thereupon alternate in striking a name from the panel until one remains. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision as promptly as possible. When a party raises grievance procedural challenges, such as timeliness, the parties agree to divide the arbitration process so a hearing and decision is rendered by the arbitrator about the procedural issue(s) before proceeding with a separate arbitration hearing for the remaining issues. The arbitrator shall confine themselves to the issues submitted to them. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding upon both parties. For employee discipline cases, the Arbitrator is limited to awarding a back pay remedy not to exceed three (3) years of pay and any additional make whole remedy awards. The expenses and fees incumbent to the selection and services of the arbitrator shall be borne equally by the Employer and the Union. The party requesting a court reporter shall bear such costs and provide a copy of the transcript to the arbitrator. If both parties request a court reporter, such costs shall be borne equally by the Employer and the Union, and a copy shall be provided to the arbitrator. Each party is solely responsible for its own attorney's fees and costs.

- 3.2** The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearing and final decisions of Boards and Arbitrators, the Union shall be the exclusive representatives of the employee(s) covered.

ARTICLE IV – VACATIONS

Vacation leave with pay shall accrue for all employees in accordance with the following schedule:

Years of Service	Vacation Days (Hours)
< 1	12 (96)
1-2	13 (104)
2-3	14 (112)

3-4	15 (120)
4-5	16 (128)
5-6	17 (136)
6-7	18 (144)
7-8	19 (152)
8-9	20 (160)
9-10	21 (168)
10-11	22 (176)
11-13	23 (184)
13-16	24 (192)
16-19	25 (200)
19-22	26 (208)
22-25	27 (216)
25+	28 (224)

For the purposes of calculating vacation accrual a workday is defined as eight (8) hours.

Whenever practicable, vacations will be given at the time most desired by the employees who will be permitted to indicate their choices by order of seniority. The City, however, reserves the right to schedule vacations so as to not interfere with normal operations and business requirements.

Total vacation accrual must be at or below 368 hours by the end of the calendar year for employees hired prior to ratification of this 2022 contract and 280 hours for those hired after. Unused vacation time will be forfeited to the City. An employee may request a three-month extension to use the vacation time, provided that the extension is needed due to a planned event (upcoming vacation, long term medical leave or retirement).

Employees may cash out accrued vacation hours in excess of 280 hours. The minimum sell-back shall be 40 hours per occurrence and employees will not be able to sell-back more hours than they have used in the previous 6 months, not to exceed 120 hours annually. In order to receive a sell-back, a written request must be submitted to Human Resources at least thirty (30) days prior to payment of the sell-back amount.

ARTICLE V – EMPLOYMENT OPPORTUNITY

5.1 The Employer and the Union agree not to discriminate against any employee by reasons of race, color, creed, sex, sexual orientation, national origin, age or presence of mental,

sensory or physical handicap subject to occupational requirements and the ability to perform the job.

5.2 Whenever words denoting gender are used in this Agreement they are intended to apply equally to any gender.

5.3 Job Postings: All job postings (entry level and promotional) shall include a qualifying statement in regards to the minimum qualifications, "possession of or the ability to obtain within the trial period". The trial period may be extended by mutual agreement between the City and the Union. Commercial Driver's License qualifications/training is also addressed in Section 5.4.

1. New Hire Opportunities: Entry level positions shall be open to outside recruitment. Employees are typically hired at the level 1 classification. New hire employees shall complete a twelve (12) month trial period. The employee's supervisor shall complete a performance evaluation at the end of month six (6) listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain employed, and the Union agrees not to object, or grieve pursuant to Article III.

After completion of four (4) years of employment in the level one (1) classification and successful completion of the required level two (2) classification certifications are obtained, the employee shall be promoted to the level two (2) classification.

If the City creates a new job position, in which it would not be appropriate to hire a level 1 classification externally, the position will first be opened internally for ten (10) calendar days. If there are a minimum of two (2) employees who meet the minimum qualifications for the position an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

2. Internal Lateral Opportunities: If a level 2 vacancy occurs, prior to opening the position (as a level 1) externally, it shall be open internally for ten calendar days. The purpose of this section is to allow for employees to switch departments e.g. Parks to Shops. If there are a minimum of two (2) employees who meet the minimum qualifications for the classification an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

Regular employees who accept a new position shall serve a six (6) month trial period in which to demonstrate their knowledge, skills and abilities to perform the duties of the

position as so stated in the job description. The employee's supervisor shall complete a performance evaluation at the end of month three (3) listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain in the level 2 classification. If the employee has failed their trial period, the employee will return to their original position or a position having comparable duties and responsibilities and the same salary as the original position. The Union agrees, in this situation, that the City has the ability to appoint a temporary employee to the vacated position until the trial period is completed.

Nothing in this section shall allow a level 1 employee to progress sooner than four years into a level 2 classification.

3. Promotional Opportunities: If a Field Supervisor vacancy occurs, it shall be open internally for ten (10) calendar days. If there are a minimum of two (2) employees who meet the minimum qualifications for the classification an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

Regular employees who accept a new position shall serve a six (6) month trial period in which to demonstrate their knowledge, skills and abilities to perform the duties of the position as so stated in the job description. The employee's supervisor shall complete a performance evaluation at the end of month three (3) listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain in the Field Supervisor classification. If the employee has failed their trial period, the employee will return to their original position or a position having comparable duties and responsibilities and the same salary as the original position. The Union agrees, in this situation, that the City has the ability to appoint a temporary employee to the vacated position until the trial period is completed.

5.4 The City agrees that the City's budget shall contain funding for vocational/technical schooling expenses for all bargaining unit employees and pay all required annual fees for State licenses and certificates of competency required by the City in the applicable job descriptions. This shall include licenses and certificates required for one (1) classification above the employee's current classification. Tuition reimbursement shall be in accordance with current City policy.

1. Commercial Driver's Licenses (CDLs): The City will reimburse the employee for their State Commercial Driver's License endorsement. The City shall not pay for standard drivers licenses, or non-applicable endorsements i.e.

motorcycle. The City will provide training for non-probationary employees needing their classroom and driving training to obtain their CDL within two (2) years of employment. The costs associated with the written test will be reimbursed to the employee. The training will be coordinated with a third-party trainer and may be in conjunction with another City. Any employee hired on or after January 1, 2019 who separates within three (3) years of receiving CDL training, costs incurred related to the classroom and practical training shall be reimbursed to the City. Such reimbursement may occur through payroll as a reduction of salary or accrued leave payouts.

- a. **Sleep Studies:** If an employee is required to perform a sleep study pertaining to their CDL, the employee will receive the next workday off. The day off will be compensated at regular time.
- b. **CDL Loss:** If an employee should be disqualified temporarily or permanently from renewing their Department of Transportation Medical Card for health reasons, the City and the Union will mutually discuss alternative solutions. Employees who become disqualified after January 1, 2019, shall have their base salary reduced by two hundred forty dollars (\$240.00) per month for the period of temporary or permanent disqualification. If the employee loss of CDL limits their ability to perform their essential job duties, then the employee may be administratively separated from employment, as a voluntary resignation. Prior to the City determining the need for an administrative separation, the City will consult with the Union regarding potential alternate remedies.

If an employee has a temporary or permanent disqualification of a CDL due to a driving under the influence violation, and if the employee can still perform their essential job duties, then the employee's base wages will be reduced by two hundred and forty dollars (\$240.00) per month. If the employee loss of CDL limits their ability to perform their essential job duties, then the employee may be administratively separated from employment, as a voluntary resignation. Prior to the City determining the need for an administrative separation, the City will consult with the Union regarding potential alternate remedies.

2. Training: The City desires to provide all required training in a timely manner in order to prevent certifications from lapsing. Employees who are aware they have certifications lapsing should notify the superintendent who will attempt to

have the employee receive training prior to the certification lapsing. If the training is not available, or staffing doesn't allow, the employee will be sent to the next available local training.

5.5 Temporary Employees: Temporary employees are those hired for a limited duration of time to address a regular employee absence due to L&I injuries and/or extended illness. Appointments to temporary positions shall not exceed six (6) consecutive months in a twelve (12) month period unless agreed to by the City and the Union. The scope of work for temporary employees hired by the City of Sumner Public Works will be for the same classification of the employee being substituted.

1. Temporary employees hired are subject to the following conditions:
 - a. Temporary employees shall be paid not more than eighty percent (80%) of the entry level (lowest wage) rate of the applicable represented position.
 - b. Temporary employees may pay to the Union a monthly representative fee equal to monthly union dues for all months worked in excess of five (5) months.
 - c. Temporary employees shall not be eligible to work scheduled overtime unless regular employees are unavailable and/or unwilling.
 - d. No seniority rights shall be granted to employees in a temporary position.
 - e. Temporary employees are "at-will" employees and are generally not eligible for any benefits enumerated in this agreement or otherwise provided to "regular" full-time and part-time employees. As defined in the Affordable Care Act, beginning January 1, 2015, temporary employees who are hired with the intent of working more than 30 hours per week for more than 90 days are eligible for health care benefits. Healthcare coverage would be effective the beginning of month three (3). For example if an employee begins work January 16th, they would begin receiving medical benefits March 1st provided that there expected length of service would be more than 90 days. If the requirement to provide health care coverage under the Affordable Care Act changes or is delayed, the parties agree to meet to discuss the changes.

5.6 Seasonal Employees: Seasonal employees are employed to assist with seasonal workload needs. Seasonal employees are “at-will” employees and are generally not eligible for any benefits enumerated in this Agreement or otherwise provided to regular full-time and part-time employees unless required by law.

1. Seasonal employees hired are subject to the following conditions:
 - a. The City may only hire seasonal employees in divisions in which all of the funded positions (as listed in Appendix C) are filled, unless agreed to by the Union.
 - b. The City has the right to make appointments for seasonal positions for employment that does not exceed ninety (90) days; upon agreement between the City and the Union the seasonal employment may be extended up to a total not to exceed one hundred and fifty (150) days. The number of seasonal laborers shall be no more than four (4).
 - c. The City has the right to make one (1) additional appointment for a Parks seasonal position for employment that does not exceed one hundred and fifty (150) days.
 - d. Seasonal employees shall be paid in accordance with City Policy and Sumner Municipal Code.
 - e. The scope of work for seasonal employees hired by the City of Sumner Public Works, including the use of equipment, will be limited to vegetation management (mowing, cutting, weeding, trimming, chipping, watering, planting, pond clearing etc.), catch basin cleaning, flagging (if certified), and work as unskilled labor on a crew (asphalt work etc.) as determined by the City, in consultation with the Union.
 - f. Seasonal employees shall not be eligible to work scheduled overtime unless regular full-time employees are unavailable and/or unwilling. It is the intent of the City not to assign overtime to Seasonal employees, however on occasion it may be necessary and therefore permissible for seasonal employees to work up to thirty (30) minutes of overtime per occurrence to address unforeseen circumstances.

5.7 Volunteer Workers: The Union will be notified of any proposed use of a community

service or volunteer work force. The intent of the notification is not to prohibit the use, rather appropriately document the use.

5.8 Special Project Work: The City may utilize non-City labor for the purposes of accomplishing limited work associated with special projects e.g. tree plantings as part of a limited restoration project. If the Union desires, member(s) of the bargaining unit will be included in any special project e.g. overseeing or included in the work. The City shall determine the number of bargaining unit members that are assigned to any special project work. The Union will be notified of any proposed use of special project workers. The intent of the notification is not to prohibit the use, rather appropriately document the use.

5.9 Sidewalk repairs: The City may contract out sidewalk replacement/repair provided that it is part of a sidewalk program in which the City splits the cost with a property owner. The intent of the sidewalk program is to not deprive the union employees work, rather partner in a positive way with the community.

The City may not contract out routine maintenance (grinding and patching) or emergency repairs including panel replacement of less than twenty (20) linear feet. Regardless of linear footage, if the union employees remove concrete they will pour it back. If the City employees set the forms they will pour the concrete. Emergency repairs exceeding twenty (20) linear feet may be contracted out by the City. This section does not pertain to capital projects where new sidewalks are being constructed, or grant funded repair/upgrade projects.

5.10 Crack Seal Work: The City has the right to contract out all work associated with street crack sealing that is not part of the annual chip seal program. The annual chip seal program consists of specific sections of roadway that within the same calendar year, are prepared, repaired, crack sealed, chip sealed, fog coated, and restriped.

If a reduction in force (layoff) is needed for any positions assigned to the Public Works Shops Department, the City shall cease contracting out new crack seal work until all budgeted positions are filled. However, the City has the right and sole discretion to determine staffing levels, including but not limited to adjusting staffing levels based on revenues. The parties acknowledge that circumstances may arise that still require layoffs. If layoffs are necessary, the City will try to limit them and bargain the impacts with the Union.

ARTICLE VI – PENSION

The City participates in the statewide system for pension, relief, disability and retirement for City employees. All eligible full-time employees and officers of said City shall be included in said system. Employees shall be allowed to supplement the current statewide pension system by participating in the Teamsters Pension system solely at their own expense.

Based on previous months hours, each member of the Union shall suffer a wage diversion in the amount as listed in the attached Letter of Understanding, per pay period. After the diversion in each employee's wages, the City shall contribute the above specified amount on all Collective Bargaining Unit Employees performing work or on paid leave (sick, vacation, etc.). The City shall transmit said amount to the Western Conference of Teamsters Pension Trust. These reports will include contributions for all payroll period ending dates falling within the month being reported. The shadow rate shall be the salary rate for each job classification prior to the diversion of monies to the Union.

The Union shall have the ability to add to the diversion one time annually.

ARTICLE VII – SICK LEAVE

7.1 Sick leave at the rate of twelve (12) days per year shall be granted to all regular employees. For the purpose of calculating sick leave accrual a workday is defined as eight (8) hours. Unused sick leave shall accumulate in a bank. The bank shall be available for future illnesses, and for any reason listed in RCW 49.46.210 injuries or as outlined in Article VIII (Bereavement Leave) and Article X (Holidays). A verification may be required and turned into the employee's supervisor after more than a three-day absence.

7.2 **Workers Compensation Time-loss Payments:** Employees may use sick or other accrued leave to cover the absence. If the employee is eligible and receives time-loss payments from the State, the payments shall be remitted to the City. The City will then credit the employee's leave bank(s) for an equivalent number of hours equal to the time-loss payment. At no time may an employee receive double compensation from both the State and City (when the City is the employer of injury). In rare circumstances in which the City is not the employer of injury, the employee may at their option retain both the accrued leave and time-loss payment in lieu of crediting the employee's leave bank(s).

7.3 Employees shall be reimbursed for unused accrued sick leave up to 720 hours at their regular base rate of pay when they are permanently separated from employment in accordance with the following schedule:

Employees hired prior to January 1, 2019:

Termination for cause	0%
Resignation	25%
Layoff	50%
Death	100%
Retirement	100%
Disability Retirement	100%

Employees hired on or after January 1, 2019:

Termination for cause	0%
Resignation	25%
Layoff	25%
Death	100%
Retirement	100% for first 360 hours, 25% for up to an additional 360 hours
Disability Retirement	100%

- 7.4 **Long-Term Care Trust Act:** In 2022, Washington State Law will make a mandatory payroll tax for the Long-Term-Care Trust Act. The tax is employee funded and employers do not contribute. The premium assessment is set by the State. (RCW 50B.04.080).

ARTICLE VIII – BEREAVEMENT LEAVE

Any regular employee covered by this Agreement who suffers a death in their immediate family, upon submitting verification of attending the funeral, shall be compensated for and given three (3) workdays off with twenty-four (24) hours straight-time pay, and if the funeral is out of state, five (5) workdays off with forty (40) hours straight-time pay. Immediate family shall be defined as a spouse, son, daughter, step-son, step-daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents on both-sides, step parents, aunt, and uncle. Employees who work ten (10) hour shifts shall be allowed to use vacation leave, sick leave or comp time for the additional two (2) hours. Employees shall be compensated for and given one (1) workday off for the death of a family member not defined in this article as immediate family. All bereavement leave shall be taken within thirty

(30) calendar days from the date of death, unless approved by the Department Director in writing.

ARTICLE IX – PROTECTED LEAVE

9.1 Protected Leave: The Employer will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including for example:

- a. Family and Medical Leave (29 U.S.C. 2601 et seq., and RCW 49.78);
- b. Family Care Act Leave (RCW 49.12.265);
- c. Paid Family Medical Leave (RCW 50A.04)
- d. Pregnancy Disability Leave (RCW 49.60);
- e. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76);
- f. Leave for Spouses of Deployed Military Personnel (RCW 49.77);
- g. Leave for Certain Emergency Services Personnel (RCW 49.12.460);

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to the Employer's policy.

9.1.1 Washington Paid Family and Medical Leave Law: Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.15.020 (formerly RCW 50A.04.015). The City will pay the remaining premium amounts.

9.2 Protected Leave Use: Employees may choose to use any applicable protected leave consecutive to accrued leave, provided that after the employee uses 960 hours of sick leave, and has exhausted other available accrued leaves (vacation, compensatory or holiday time), protected leave shall run concurrent with any remaining sick leave balance.

ARTICLE X – HOLIDAYS

10.1 The following holidays are adopted as legal holidays for the City:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Floating Holiday	Christmas Day
Juneteenth Day	

Additionally, members are entitled to any paid holidays granted to other bargaining units of the City; and such other Federally recognized, paid holidays as may be proclaimed by the Governor of the State of Washington, the President of the United States, and any other day fixed as a paid holiday of Resolution by the City Council.

Employees who work more than eight (8) hour shifts shall be allowed to use vacation leave, sick leave or comp time for the additional hours.

Any holiday falling on Saturday will be observed on the preceding Friday. Any holiday falling on Sunday will be observed on the following Monday, with the exception of Christmas Eve which would be observed on the preceding Friday.

ARTICLE XI – DISCHARGE

11.1 The Employer may discharge or suspend any employee for just cause. Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

11.2 Written reprimands and suspensions less than forty (40) hours may remain in the employee's personnel file for a period of not more than thirty-six months provided that if an employee's personnel record indicates a pattern of similar types of behavior, all such records may be retained until a period of three (3) years has elapsed during which there has been no further disciplinary action for the same or similar behavior. A copy of such written reprimand / suspension shall be sent to Teamster Local 313 at the time it is given to the employee. Records retained in an employee's personnel file longer than provided in this section shall be inadmissible in any proceedings concerning disciplinary action.

1. Suspensions of forty (40) hours or more or demotions may be retained permanently in the employee's personnel file. A copy of such written reprimand /

suspension shall be sent to Teamster Local 313 at the time it is given to the employee.

- 11.3** The employee or the Union shall have the right to process any disciplinary action as a grievance through the grievance procedures except for verbal and written reprimands and except for employees serving an initial probationary period who are disciplined.

ARTICLE XII – BULLETIN BOARDS

The Employer agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards are to be confined to official business of the unit.

ARTICLE XIV – SCALE OF WAGES/HOURS OF WORK

- 14.1** Base annual rates of pay shall be paid to bargaining unit members as set forth in Appendix "A".

- 14.2** Hours of Work. Hours of work shall consist of eight (8) consecutive hours if the employee is on a five (5) day work week or ten (10) consecutive hours if the employee is on a four (4) day work week. When an alternate work schedule such as four-tens is offered by the City, the employees will have a choice of whether or not to change to that schedule as a work group. The authority for approval and scheduling of employees on an alternate work schedule shall rest solely with the City. The workday shall begin on the commencement of the employee's regular scheduled shift. In either event, no employee shall be required to work more than a forty (40) hour week, or eight (8) or ten (10) hours per day, unless compensated subject to this agreement. Sick leave, vacation, and other such benefits shall be accrued and expended based on a forty (40) hour work week.

In the event an employee is required to work through their lunch break, it will be up to the Superintendent to determine whether the employee will work to the end of their shift and earn 30 minutes of OT for the missed lunch break, or if the employee will be sent home 30 minutes early.

Employees assigned to the Public Works shops shall work Monday through Friday, 7:00 a.m. – 3:30 p.m. Work hours for employees assigned to all other locations (Cemetery, Parks, Facilities, and Meter Reading) shall be determined by those respective managers in consultation with those bargaining unit employees.

1. **Extra Regular Work:** When the shops department needs additional employees to assist with work it shall be offered first to the parks employees by departmental seniority and then to fleet employees by departmental seniority. If no employee(s) volunteer to work, then the work will be offered to the cemetery employees by departmental seniority. If no employees volunteer to work, the superintendent shall assign the work by inverse seniority of the combined parks and cemetery staff.

If Parks or Cemetery departments need additional employees to assist with work, it shall be offered first to the other department (Parks or Cemetery). If no employee(s) volunteer to work, then the work will be offered to the Shops employees by departmental seniority, and then to Fleet department employee(s) by departmental seniority. If no employee(s) volunteer to work, the superintendent shall assign the work by inverse seniority from the combined Teamsters' overall seniority list.

14.3 Overtime. Overtime shall mean that an employee works in excess of forty (40) hours per week, or more than eight (8) hours per day if scheduled to a five (5) day work week, or more than ten (10) hours per day if scheduled to a four (4) day work week; provided, attendance at conferences, seminars, conventions or training sessions shall not be paid at overtime rate but shall be paid at the regular rate, unless FLSA overtime rules apply. Travel to conferences, seminars, conventions, or training sessions on weekends will also be paid at the regular rate unless FLSA overtime rules apply.

1. All overtime must be authorized in advance by the department director, except in cases of emergency.

2. Employees required to work overtime shall be compensated at one and one-half times the regular rate for each hour of overtime worked. All work performed on Saturday will be paid at time and one-half. Overtime shall be assigned by department (i.e.: Cemetery, Fleet, Parks and Shops) and then by seniority in the department. When a department cannot cover the overtime or needs additional employees to work overtime, then overtime shall be offered by overall seniority in the bargaining unit based on the DRS (Department of Retirement Systems) date. On Sundays and recognized holidays, employees who are required to work shall be paid double their regular hourly rate for up to an eight (8) hour day and double time and one-half for any hours worked beyond the normal work day. When an employee works overtime in which the start time is on a regular day and extends into a Sunday or recognized holiday the overtime rate of pay changes at midnight. For example if an employee gets called in at 11:00PM on a Saturday they would receive one (1) hour of overtime and two (2) hours of

double time.

3. Employees may accrue compensatory time off at the rate of one and one-half per hour for authorized overtime work in lieu of overtime pay; provided, such compensatory time may not be accrued in excess of the maximum allowable (240 hours) under the Fair Labor Standards Act. Use of compensatory time shall be by mutual agreement between the employee and the department director, upon the request and subject to approval based on staffing needs of the department. Employees may accrue compensatory time off at the rate of double time per hour for authorized overtime work in lieu of overtime pay for work performed on Sundays and holidays. Use of accrued leave and paid holidays shall be counted as time worked for the purpose of computing overtime. Compensatory time must be used by the end of the calendar year. Unused compensatory time will be paid out at the applicable wage. An employee may request a three (3) month extension in writing to the Administrative Services Director, to use the compensatory time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

4. Callback: A callback is an unscheduled recall to duty of an employee before or after the employee has completed their regularly scheduled shift or when the employee is on days off or paid leave. The minimum payment shall be for three (3) hours of pay/compensatory time, at the overtime rate, and any such time assignment exceeding three (3) hours shall be paid at the normal overtime rate except on Sundays and recognized holidays which will be paid a minimum of four (4) hours of pay/compensatory time at the overtime rate. The employee is expected to complete such assignment to which the employee responds and may then return to their residence if no other emergency exists. If another callback is received while the employee is onsite at a city facility or actively responding to a callback, this will not trigger an additional three (3) hour minimum.

5. Shift Extension: A shift extension is time worked by an employee contiguous to the end of a regularly scheduled shift. Shift extensions shall be compensated at the applicable overtime/compensatory time rate for the actual hours worked in addition to the regular shift.

6. Scheduled Overtime: Scheduled overtime contiguous to a regular shift is not subject to minimum overtime accruals (3 or 4 hours). All other scheduled

overtime (e.g. special events) is subject to minimum overtime amounts. If no employee (s) volunteer to work, the superintendent shall assign the work by inverse seniority from Teamsters' work group's seniority list.

- a. **Shops:** When scheduled overtime arises (for Shops employees) the Operations Superintendent will post the overtime on a designated board. At the Wednesday morning meeting immediately preceding the scheduled overtime the Superintendent will fill the overtime positions utilizing the Public Works Shops department seniority list. If employees within the department do not or cannot cover the overtime, then the overtime will be offered to employees using the overall seniority list. If an employee is absent from work, it is the responsibility of the employee to contact the maintenance office on or before the scheduled start time on Wednesday morning and request to work any overtime for that rotation. Employees who wish to accept scheduled overtime must notify the Superintendent no later than noon on Wednesday. If scheduled overtime becomes available after noon on Wednesday, employees must accept no less than three (3) hours prior to the end of the regular workday before the scheduled overtime shift. If the scheduled overtime arises less than 3 hours from the end of the shift then employees must accept by the end of the regular workday.

When last minute scheduled overtime arises the operations Superintendent will notify each employee and give them the opportunity to work using the Public Works Shops Department seniority list and then use the Teamsters' overall seniority list. For the purposes of this section last minute overtime is pre-scheduled overtime that will occur prior to the next Wednesday meeting. If an employee is at a work related event the Operations Superintendent must make an attempt to contact the employee and offer the overtime to them using the seniority list that applies. There is no obligation to contact employees who are on accrued leave (e.g. vacation, sick, comp time, bereavement) or have left work for the day.

- b. **Parks/Cemetery/Fleet:** Scheduled overtime in the Parks, Cemetery or Fleet division will be offered to the respective department's seniority list(s) and then by the Teamsters' overall seniority list. It is the field supervisor's responsibility to contact each employee on the list and offer the overtime.

The minimum scheduled overtime for funeral services scheduled on a Saturday or Sunday shall be four (4) hours.

14.4 Holiday pay in addition to work pay shall be paid when required to work on a holiday.

14.5 If an employee is assigned to perform work and responsibilities of the classification of Operations Superintendent for a period of one (1) or more full-days, they shall be paid at the Superintendent hourly rate for the entire assignment. The employee assigned should be the Field Supervisor with the most experience as a Field Supervisor working at the City of Sumner. Employees assigned should be scheduled to work the entire shift and should not be split between multiple employees if possible.

1. Working-Out-of-Class Pay (WOOC): An employee shall be designated as a Field Supervisor in the absence of a supervisor for two (2) consecutive full days (excluding paid holidays, days spent in training and regularly scheduled flex days). For example if a Field Supervisor is not at work for two (2) or more consecutive days a level two (2) employee shall be assigned to work out of class. The WOOC employee should be the most senior employee based on work location assignment (i.e. Cemetery, Fleet, Parks or Shops). If it is not possible to back fill with a level 2 from the same location, the next qualified level 2 shall be assigned as WOOC. It is the intent of this language that only one employee be assigned as WOOC for the duration of the higher classification employee absence. When serving as a WOOC supervisor, an employee shall receive supervisor wages.

There is no WOOC paid to a Shops level 2 when a Senior Operator is absent.

14.6 Anytime an employee works four (4) hours of unscheduled overtime immediately following a regular shift, or is called out on a day off / holiday and works at least six (6) hours, the employee will receive a \$20.00 (twenty dollars) meal allowance for each six (6) hour period, if not provided a meal by the Employer. The \$20.00 is payable in the corresponding paycheck and is a gross amount. This increase is effective upon ratification and will not be included in any retroactive pay calculations.

Examples: The Employee works 7 hours of unscheduled overtime immediately following a regularly scheduled shift. The employee would receive one meal allowance.

The Employee is called out on a day off and works 13 hours of overtime. The employee would receive two meal allowances.

- 14.7** Effective January 1, 2022 employees required to be on-call (standby) shall receive an on-call premium of three dollars and fifty cents (\$3.50) per hour for all hours assigned, provided, that the Employer shall establish a volunteer list of those employees, in the classes of Field Supervisor, Senior Operator, Operator II, and Operator I (after twelve months of employment and supervisor's approval) who are assigned to be on-call, provided they live within a 15 (fifteen) mile radius of Sumner shops. Call-out pay shall be for a minimum of three (3) hours on Saturdays and weekdays with a minimum of four (4) hours on Sundays and recognized holidays. (Clarification: when a holiday falls on Saturday/Sunday and is recognized on a Friday/Monday, the recognized day will be considered the holiday and paid as such. If there is a call-out on Saturday/Sunday the pay will be as a weekend day.)

When an employee is required to respond to an emergency that can be resolved without returning to their place of work, they shall receive one (1) hour pay at the overtime rate. This remote response pay shall not be combined with any call-back pay. If the emergency is handled over the phone on Sundays or holidays, the City will pay double time. In the event the employee is contacted multiple times for the same issue within an hour from the notification of the first event, no additional pay will be triggered.

- 1. On-Call Process:** The on-call employee will not sign up for scheduled overtime unless they are the last person available after the operations superintendent has asked all Public Works Shops employees that are at work or attending a work-related event using the Shops seniority list.

Employees will be allowed to be on call while on vacation, only if they are available to fulfill the normal on call obligations. Employees will not be allowed to be on call while they are on FMLA, L&I or modified duty. If an employee is absent from work, it is the responsibility of that employee to contact the maintenance office on or before the scheduled start time on Wednesday morning and make it known they would like to volunteer to be on call.

The on call shift shall be from 0700 Wednesday to 0700 Wednesday (one (1) week). If an emergency arises and the on-call employee is not able to complete this obligation, the cell phone will then be offered to employees starting at the top of the Public Works Maintenance Shops seniority list. That substitute employee will be on call for the remainder of the Wednesday to Wednesday shift. At the end of

the substitute shift, the on-call opportunity then reverts back to the seniority position following the employee that had been replaced.

In the situation where the on-call opportunity has been offered to each employee on the Public Works Shops Maintenance seniority list and a single employee cannot cover the entire Wednesday to Wednesday on call shift, the on-call shift may be split among multiple employees with the approval of the Operations Superintendent.

If no employees accept the on-call opportunity by noon on Wednesday, the Superintendent will assign the on-call cell phone to eligible employees by inverse seniority.

2. On-Call Truck: To expedite response time, an on-call pick-up truck will be available to employees who choose to take one home. On-call employees should not respond to a non-city facility using their personal vehicle unless authorized to do so.

14.8 Inclement Weather Time: Inclement Weather Time shall be paid to any employee for hours required to be worked when City Hall reduces working hours due to inclement weather. Inclement weather time is additional accrued leave, for those hours actually worked (matching time) during normal City Hall business hours (Monday – Friday, 8am – 5pm) in which general City Hall employees were paid but not required to be working. There shall be no pyramiding of inclement weather time with overtime. Inclement weather time must be used by the end of the calendar year. Unused inclement weather time will be paid out at the applicable wage. An employee may request a three (3) month extension in writing to the Administrative Services Director to use the inclement weather time, provided that the extension is needed due to a planned event (upcoming vacation or long-term medical leave).

Example: The employee is scheduled to work 7am-3:30pm. City Hall closes early at 2:30pm. The employee required to remain at work will begin accruing inclement weather time, in addition to their normal wages. Inclement weather time is only earned until the employee's shift is over at 3:30pm. At 3:30pm the employee begins accruing the applicable overtime rate of pay.

14.9 Effective January 1, 2022, any Employee whose shift starts after 6:00 p.m. and before 4:00 a.m. shall receive a shift premium of three dollars and seventy-five cents (\$3.75) per hour over and above the scale of wages for the classification in which they are employed. Sweeper shifts should be based on seniority to Shops Operators and Senior

Operators only. Field Supervisors are typically ineligible to run the sweeper, unless otherwise authorized by the Superintendent. Employees are eligible to sign up for one premium pay type per assignment. Example: Either Sweeper or On-Call premium, not both. If an emergency situation arises, the Shops Superintendent can allow an employee to be eligible for both premium pays for the same shift.

ARTICLE XV – JURY DUTY

The City provides employees time off with pay for jury duty service. Jury fees (not including mileage or other expense payments) paid to the employee by the courts during periods of jury duty must be endorsed or paid over to the City. Employees must provide their supervisor with a copy of the jury duty summons as soon as possible after receiving it.

ARTICLE XVI – HEALTH AND WELFARE

16.1 The Employer shall pay into the Washington Teamsters Welfare Trust, for every employee who has forty (40) compensable hours in the previous month and are covered by this Agreement, the following:

Medical Plan A	100% Employer paid
Dental Plan A	100% Employer paid
Vision Plan EXT	100% Employer paid
Add ons	100% Employer paid

Beginning in 2022, the employee medical cost share shall remain the same as the 2021 cost share for the life of this Agreement.

The City shall reimburse fifty percent (50%) up to a maximum, of five-hundred dollars (\$500) for each person covered under the Teamsters Trust Plan, for hospitalization charges, if admitted as an inpatient that will require overnight stay.

The employer agrees to facilitate flu vaccination clinics for Teamsters Trust insured employees in conjunction with AWC insured employees.

16.2 Payment is due by the tenth day of each month and should the Employer fail to make payment into the Trust in accordance with the terms of this Agreement, the Union may take economic action after ninety (90) days delinquency.

- 16.3** The Employer and Union agree to be bound by the terms and provisions of the Trust Agreement and accept as their representatives for the purpose of this Trust Fund all Trustees serving on the Board of Trustees and their duly appointed successors.
- 16.4** **Life Insurance:** The Employer will provide a fifty-thousand dollar (\$50,000) group life insurance policy for each full-time employee, or the equivalent offered to the IUOE if greater than \$50,000. The Employer shall pay the accrual premium cost of such insurance.
- 16.5** **Long Term Disability Insurance:** The employer will provide Long Term Disability Insurance coverage equivalent to what is offered to other City of Sumner Employees. The City has the right to purchase coverage through the carrier of their choosing.

ARTICLE XVII – SAVINGS CLAUSE

If any Article of this Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE XVIII – WORK STOPPAGE

The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, sympathy strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with City functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

ARTICLE XIX – MANAGEMENT RESPONSIBILITIES

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities. This includes the right to hire, promote, demote, set and evaluate qualifications, layoff, discipline or discharge with just cause, evaluate employee performance, and to establish, modify, or change work schedules and assignments, consistent with the terms of this Agreement.

ARTICLE XX – DURATION

This Agreement shall be effective January 1, 2022 and shall continue in full force and effect to and including December 31, 2024. Should either party desire to modify or terminate this Agreement prior to December 31, 2024, it shall serve written notice upon the other at least (60) sixty days prior to that date.

ARTICLE XXI – WORK BOOT ALLOWANCE AND UNIFORMS

The City agrees to pay each regular full-time employee who has successfully completed their trial period three hundred seventy-five dollars (\$375.00) annually towards the purchase of safety work boots and/or clothing for City work. This amount is based on gross and will be included in the employee's regular payroll check the second regular pay day in January of each year. New employees starting after the second regular pay day in January are not eligible for the boot allowance until the following calendar year.

The City will provide one warm winter jacket (safety or Carhart style). The style of jacket will be determined by consensus of each work group (Shops, Cemetery, Fleet or Parks). The City will provide rubber rain boots of good quality (same or similar to XtraTuf Insulated 16" Steel Toe Boot). The jacket and the boots are the property of the City and it may be requested to be returned upon separation. The City agrees to replace these items as needed based on wear and tear.

The City agrees to provide annually, by June 1st, a combination of clothing not to exceed the cost of ten (10) t-shirts and five (5) sweatshirts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2022.

CITY OF SUMNER

GENERAL TEAMSTERS, LOCAL 313,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By: _____
Kathy Hayden, Mayor

By: _____
Robert A. McDonald,
Secretary/Treasurer

By: _____
Jason Wilson, City Administrator

Attest:

By: _____
Michelle Converse, City Clerk

Approved to as form:

By: _____
Andrea Marquez, City Attorney

APPENDIX A – WAGES

This Appendix is supplemental to the Agreement by and between the City of Sumner, hereinafter referred to as the "Employer" and General Teamsters, Local No. 313, Affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union."

Section 1: Pay Bands

2022 WAGE SCHEDULE @ 4.5%

Position	Band	Step 1		Step 3		Step 5	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Cemetery Groundskeeper I	TM1	5,013	28.9204	5,196	29.9754	5,350	30.8677
Cemetery Groundskeeper II	TM2	5,928	34.2016			6,507	37.5416
Cemetery Field Supervisor	TM5	7,134	41.1589			7,760	44.7702
Facilities Technician II	TM3	6,022	34.7442			6,692	38.6087
Fleet Mgmt - Mechanic I	TM1	5,013	28.9204	5,196	29.9754	5,350	30.8677
Fleet Mgmt - Mechanic II	TM3	6,022	34.7442			6,692	38.6087
Fleet Field Supervisor	TM5	7,134	41.1589			7,760	44.7702
Parks Groundskeeper I	TM1	5,013	28.9204	5,196	29.9754	5,350	30.8677
Parks Groundskeeper II	TM2	5,928	34.2016			6,507	37.5416
Parks Field Supervisor	TM5	7,134	41.1589			7,760	44.7702
PW Shops Operator I	TM1	5,013	28.9204	5,196	29.9754	5,350	30.8677
PW Shops Operator II	TM2	5,928	34.2016			6,507	37.5416
PW Shops Sr. Operator	TM4					6,692	38.6087
PW Shops Field Supervisor	TM5	7,134	41.1589			7,760	44.7702

2023 WAGE SCHEDULE @ 7%

Position	Band	Step 1		Step 3		Step 5	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Cemetery Groundskeeper I	TM1	5,364	30.9448	5,559	32.0737	5,725	33.0284
Cemetery Groundskeeper II	TM2	6,343	36.5958			6,963	40.1695
Cemetery Field Supervisor	TM5	7,634	44.0401			8,303	47.9041
Facilities Technician II	TM3	6,444	37.1763			7,161	41.3113
Fleet Mgmt - Mechanic I	TM1	5,364	30.9448	5,559	32.0737	5,725	33.0284
Fleet Mgmt - Mechanic II	TM3	6,444	37.1763			7,161	41.3113
Fleet Field Supervisor	TM5	7,634	44.0401			8,303	47.9041
Parks Groundskeeper I	TM1	5,364	30.9448	5,559	32.0737	5,725	33.0284
Parks Groundskeeper II	TM2	6,343	36.5958			6,963	40.1695
Parks Field Supervisor	TM5	7,634	44.0401			8,303	47.9041
PW Shops Operator I	TM1	5,364	30.9448	5,559	32.0737	5,725	33.0284
PW Shops Operator II	TM2	6,343	36.5958			6,963	40.1695
PW Shops Sr. Operator	TM4					7,161	41.3113
PW Shops Field Supervisor	TM5	7,634	44.0401			8,303	47.9041

The Public Works Shops Senior Operator position is only available to Shops Operator 2 employees that have ten (10) years' experience assigned to the Shops with the City, and that have all of the certifications required to hold the Shops Field Supervisor position.

Step Progression:

Level one positions hired before January 1, 2019 shall receive a step increase every six months. Step 1 = Months 1-6, Step 3 = Months 7-12, and Step 5 = 13+ months. Step increases shall be effective on the 1st of the month.

Employees hired, or promoted, after January 1, 2019 shall begin in the lowest step in the applicable band, and progress to the next highest available step upon successful completion of their trial period. In the case of an internal lateral move, the employee shall not suffer a reduction in pay; rather remain at their current rate of pay during the trial period. Step increases shall be effective on the 1st of the month.

Cost of Living Adjustments:

- a. Effective January 1, 2022, the rates of pay shall be increased to four and one half percent (4.5%). In lieu of retroactive payments, the City will pay a one-time signing bonus in an amount equal to retro wages rounded to the nearest dollar.
In addition, the 2022 Retention Bonus (See MOU) will be paid to all eligible employees.
- b. Effective January 1, 2023, the rates of pay set forth in Section 1 shall be increased to an amount equal to 7%.
- c. Effective January 1, 2024, the rates of pay set forth in Section 1 shall be increased to an amount equal to 100% of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bellevue area for the period from June 2022 to June 2023, specified by the Bureau of Labor Statistics, United States Department of Labor Plus an additional 1%, for a minimum combined increase of 1% with a maximum combined increase of 5%.

Section 2: Deferred Compensation

The City will contribute each month to deferred compensation accounts one-hundred and eighty-five dollars (\$185.00) with no contribution match from the Employee required.

Section 3: Medical Health Savings Account (Section 125 Plan)

The City shall continue to provide a Section 125 Flexible Spending Account to employees. Employees may contribute their own funds up to the plan maximum to be used for medical, dental, vision or childcare.

Section 4: Time Loss Benefits

The City shall provide: life, disability waiver at nine (9) additional months and time loss benefits \$200.00 (two hundred dollars) to all members at C level. These additional benefits shall be offered through the Teamsters Trust through the life of this agreement.

Section 5: Homeless Camp Cleanup Hazard Pay

Any employee assigned to spend time performing Homeless Camp Cleanup duties shall receive additional one-half (1/2) of the employee's regular rate of pay for that time. For example, if an employee's regular rate of pay is \$10 per hour, their additional Homeless Camp Cleanup Hazard pay would be an additional \$5 per hour. Their Homeless Camp Cleanup Hazard Pay for actual hours worked on that task would be \$15 per hour. Homeless Camp Cleanup duties must be in coordination with the police department homeless eviction process. Basic litter pickup does not trigger this pay. Homeless camp cleanup pay begins when the employee is handling the hazardous material at the homeless camp or hazardous materials are being taken to the landfill and ends when they leave the homeless camp hazardous location or when the hazardous materials are dropped off at the landfill.

APPENDIX B – 2015 REORGANIZATION

In 2014 the Sumner Cemetery had a tenured non-represented administrative assistant position retire. Additionally, the general fund subsidy to the Sumner Cemetery has been increasing annually for several years. The City hired a consultant to evaluate the cemetery operations and provide recommendations to the City, including whether or not the City should remain in the cemetery business. The consultant made several recommendations regarding staffing, funding and capital improvements. One recommendation was to hire a professional manager. The City recently conducted a competitive process to select a Cemetery Administrative Manager.

Cemetery Field Supervisor John Wells applied for the position, and was not the successful candidate. To provide the new Administrative Manager the best opportunity for success the City reassigned Mr. Wells to the City Shops. Mr. Wells will remain a Field Supervisor, and will not suffer any reduction in base wages. Mr. Wells will retain his overall seniority with the City. As of March 2015, Mr. Well's seniority with the Public Works Shops will reside at the bottom of the seniority list within the Department, pursuant to Article 14.3 Section 2.

If Mr. Wells separates employment or any other Field Supervisor separates employment the position will be filled with another field supervisor.

The base staffing level number of employees in Appendix C was adjusted to reflect the additional field supervisor assigned to Shops.

The City's act of moving John Wells from the Sumner Cemetery to the Sumner Public Works Shops should not set a precedent.

APPENDIX C – STAFFING LEVELS

The City Council has approved the following staffing levels as part of the 2021-2022 biennial budget:

	Parks/Cemetery/Facilities		Fleet		Shops		Totals		FTE Count
	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	
2022									
Operator	7	0	1	0	14	0	22	0	
Field Sup	2	0	1	0	5	0	8	0	
Totals	9	0	2	0	19	0	30	0	
2023									
Operator	7	0	1	0	14	0	22	0	
Field Sup	2	0	1	0	5	0	8	0	
Totals	9	0	2	0	19	0	30	0	

The City has the right to amend this list as necessary as part of the budget process. Increasing or decreasing staffing is dependent on tax and utility rate revenues.

2022 Position Changes:

The Cemetery and Parks departments will become a labor pool to have staff be interchangeable between the two departments as needed. Facilities will continue to borrow staff from the Parks Department as needed.

Promote/ Increase 1 Field Supervisor in the Shops Division, backfill 1 operator position at Shops Division (net gain of one FTE)

Field Supervisors - General Areas of Responsibility:	
Traffic / Streets	1 Field Supervisor
Water Repairs, Sewer	2 Field Supervisors
Water Supply	1 Field Supervisor
Storm	1 Field Supervisor
Parks	1 Field Supervisor
Cemetery	1 Field Supervisor
Fleet	1 Field Supervisor

APPENDIX D – TECHNOLOGY

The City of Sumner utilizes technology for the purpose of asset management and access control. The technology utilizes Global Positioning System (GPS) capabilities built into smartphones and tablets. Additionally, the City utilizes Closed Circuit Television (CCTV) security cameras and controlled access at most City Facilities and water supply locations.

The purpose of the GPS technology is to enhance our response time and documenting completed service requests. The purpose of the security cameras is to provide security monitoring at critical City facilities, and provide video evidence in the event of a security breach.

The logs and records from the GPS transmissions, camera recordings and access control logs provide added security to City property. It is understood that these devices may create a record—no different from a telephone or computer—of possible misuse of City property. These records are not intended to provide direct evidence of employee misconduct or wrongdoing. Should an incident or behavior be discovered for articulable reasons, such data may be used as evidence for employee counseling or discipline.

The use of this technology does not change or otherwise alter current employee expectations related to employee conduct and performance.

In summary:

- GPS technology is for gathering information related to location, maintenance and technical data performed by City employees.
- City employees shall be notified that all City-issued smartphones and tablets are enabled with GPS functionalities.
- The City shall not utilize the technology resources (GPS and security footage) to routinely or randomly monitor employee performance at any time.
- A supervisor may review data of a specific incident only when there is an articulable reason justifying such review. Articulable reasons for reviewing recorded data include, but are not limited to:
 1. A civil claim has been filed, or is likely to be filed, against the City based on the actions of an employee.

2. A documented complaint has been made against an employee that if true would result in a violation of City policy, and an investigation of that complaint is in process.
 3. The employee was involved in a collision resulting in the serious injury or death of the employee or another involved person, and/or resulted in property damage requiring one or more vehicles to be towed from the collision location.
 4. Any supervisor can review recorded data when an articulable emergent reason exists, e.g. locating an employee for safety purposes.
- Data generated by these devices are maintained and retained in the regular course as with any other electronic business record of the City and shall be made available to the Union upon request.

APPENDIX E — SMOKE TESTING

Smoke testing has proven to be a vital ingredient of successful inflow and infiltration (I&I) studies. It is as important now as it ever has been as growing municipalities increase demands on aging, often deteriorating collection systems. In addition, the city must comply with our National Pollutant Discharge Elimination System (NPDES) permit and the Interlocal Agreement with Bonney Lake, both of which require the city to study and reduce I&I.

To adequately assess the scope of the city's infiltration and inflow problem, the City desires to smoke test a large portion of the city as part of a Capital Improvement Project (CIP). Due to the complexity of the project (public outreach, traffic control, documentation, mapping and video) the Union agrees to allow the City to contract out this work for the next three years (2017-2019) in order to help return the city to a maintenance level. The Union will conduct follow-up testing to verify repair work as required. It is further understood that this shall not deprive members of future smoke testing work.

The city shall have the sole discretion as to what areas will be tested. This MOU shall not affect smoke testing as part of an annual maintenance program or testing associated with other city projects/repairs.

APPENDIX F – ALTERNATIVE WORK SCHEDULES

The City asks to move all employees to flex schedule for increased coverage on a six (6) month trial basis starting September 2022 and running through February 28, 2023.

Hours of work. Hours of work shall consist of eight (8) consecutive hours if the employee is on a traditional 5/8s schedule or nine (9) consecutive hours if the employee is on a 9/80 work schedule or ten (10) hours if the employee is on a 4/10 work schedule. No employee should be required to work more than eighty (80) hours in a two-week period or more than eight (8), nine (9) or ten (10) hours per day unless compensated subject to this agreement.

Employees assigned to the Public Works shops shall work Monday through Thursday, 7:00 a.m. – 4:30 p.m., the first Friday of a two-week period 7:00 a.m. – 3:30 p.m. and the second Friday off. The City's intent is to move employees at Cemetery, Parks and Facilities to an alternative work schedule either a 9/80, 9/4 or 4/10s. Work hours for employees assigned to those locations shall be determined by their respective managers in consultation with bargaining unit employees.

At the conclusion of the flex schedule trial period, those work groups who collectively agree to stay on an alternative schedule through the duration of the CBA must notify the City of their decision by February 15, 2023 will be paid a one-time bonus of \$1,000 per employee on the March 3, 2023 payday. All other work groups will revert to their original schedule held prior to September 2022.

SUBJECT: Approval of the meeting minutes from the following: June 21, 2022 regular council meeting, June 27 special council meeting and study session and the study session of July 11, 2022.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - June 21, 2022 regular meeting minutes
2. Minutes - June 27, 2022 special council meeting minutes
3. Minutes - June 27, 2022 study session minutes
4. Minutes - July 11, 2022 study session minutes

STAFF CONTACT:

SUMMARY BACKGROUND:

Minutes from the previous council meetings and study sessions.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the minutes as written.



The city conducted this public meeting using a hybrid model. The public was welcomed to attend tonight's meeting in-person at the Sumner City Council chambers, or virtually by using the ZOOM platform. Tonight's meeting was live streamed through YouTube.

CALL TO ORDER

The Sumner City Council met in regular session at 6:00pm, with Mayor Kathy Hayden presiding.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, Chief Financial Officer Kassandra Raymond, Public Works Director Mike Dahlem, Community Development Director Ryan Windish, Development Services Director Doug Beagle, City Engineer Michael Kosa, Environmental and Sustainability Specialist Robert Wright, and City Clerk Michelle Converse

Councilmember present: Councilmembers Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

THE MAYOR ASKED FOR A MOTION FROM COUNCILMEMBER NEWMAN TO AMEND THE AGENDA, SWITCHING ITEMS C & D UNDER NEW BUSINESS. SECONDED BY HOCHSTATTER.

PASSED BY VOICE VOTE.

CONSENT AGENDA

MOVED BY HOCHSTATTER, SECONDED BY STUARD TO APPROVE THE CONSENT AGENDA CONSISTING OF THE FOLLOWING:

1. Approval of the checks and electronic payments in the amount of \$1,151,742.71.
2. Resolution No. 1630 - Setting Public Hearing for Houston Road Annexation
3. 24th St Utility Relocation - Construction Management Services
4. 24th Street Utility Relocation - Construction Contract Award
5. Sumner Texaco Heritage Park Remediation - Consultant Services Agreement
6. Resolution No. 1626 - Updated WSDOT Right-of-Way Procedures
7. Purchase and Sale Agreement: Partial Acquisition of 1313 Main St (Day and Night Grocery) For Main and Wood Intersection Project
8. Resolution No.1628 - Rejecting all bids for CIP 21-08: Salmon Creek Channel Realignment
9. Resolution No.1627 - Interlocal Agreement with WSDOT for Gateway Funding
10. Approval of the council meeting from the regular council meeting of June 6, 2022 and the study session of June 13, 2022.

PUBLIC HEARING

Mayor Hayden opened the Public Hearing at 6:05pm and called Community Development Director Ryan Windish to speak the topic.

1. **Ordinance No. 2821 - Expanding Multifamily Tax Exemption Residential Target Areas**

Mr. Windish received comments from two citizens, Amanda Loewen and Jaime Krueel both speaking against the item. (Comments are attached)

With no additional comments, Mayor Hayden closed the Public Hearing at 6:10pm.

REGULAR BUSINESS

1. **Unfinished Business**

There was none tonight.

2. **Public Comment**

No Public Comment tonight.

3. **New Business**

a. **Ordinance No. 2825 - Stormwater Source Control Code Update Sumner Municipal Code 13.48**

MOVED BY STUARD SECONDED BY HOCHSTATTER TO ADOPT ORDINANCE NO. 2825, ADDING SECTIONS TO CHAPTER 13.48, SUBSTANTIALLY IN THE FORM AS APPROVED BY THE CITY ATTORNEY.

Sustainability Specialist Robert Wright addressed the council.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

b. **Ordinance No. 2826 - Stormwater Manual Adoption Sumner Municipal Code 13.48**

MOVED BY NEUMAN, SECONDED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2826, A MOTION TO ADOPT ORDINANCE NO. 2826, REVISING SECTIONS OF CHAPTER 13.48, SUBSTANTIALLY IN THE FORM AS APPROVED BY THE CITY ATTORNEY.

Sustainability Specialist Robert Wright addressed the council.

PASSED BY ROLL CALL VOTE.

c. **Ordinance No. 2820 - Amending the 2021/2022 Biennial Budget**

MOVED BY REED, SECONDED BY BITETTO TO APPROVE ORDINANCE NO. 2820, AMENDING THE 2021/2022 BIENNIAL BUDGET.

Chief Financial Officer Kassandra Raymond spoke to the topic.

d. **Town Center: Utility & Woonerf Project - Construction Contract Award**

MOVED BY BROWN, SECONDED BY HOCHSTATTER TO AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY CONTRACT DOCUMENTS WITH REED TRUCKING & EXCAVATING, INC., IN AN AMOUNT NOT-TO-EXCEED \$7,195,490.00 FOR THE TOWN CENTER: UTILITY & WOONERF PROJECT

(CIPS 19-05 AND 20-08), SUBSTANTIALLY IN A FORM APPROVED BY THE CITY ATTORNEY.

City Engineer Michael Kosa addressed the council.

Discussion ensued.

PASSED BY VOICE VOTE.

4. Reports

a. Council

Councilmember Reed passed along his congratulations to the Sumner Middle School!

Deputy Mayor Hochstatter had no reports to night.

Councilmember Stuard is so glad that summer is here!

Councilmember Bitetto attended a dance recital at the YMCA, it was fun to see what they had learned and have been working on all year. She also attended the library fundraising committee meeting. They finally met in person and had the opportunity to walk the proposed location on Main Street. What a big impact the new building will make on that side of Main and in the whole of downtown!

Councilmember Brown had no report tonight.

Councilmember Neuman attended the Block Party sponsored by the Sumner Main Street Association. She very much enjoyed herself. It was quite crowded.

Councilmember Cole had no report tonight.

b. City Administrator

City Administrator Jason Wilson reported on the following:

Upcoming Policy Issues:

- Next Week, Special Council Meeting:
 - Town Center: Utility & Woonerf Project - Construction Management Contract Award
- Next Week's Study Session:
 - Comcast Franchise Agreement Renewal
 - 2022 Comprehensive Plan Amendments – ERBS and Gas Stations
 - Budget Calendar
 - Budget Survey
- Next Regular Council Meeting on July 5th is Cancelled

Significant Development Activity:

- The applicant for the proposed 7-11 at the corner of Valley and Main Street notified the City late last week that they have chosen to withdraw their Conditional Use Permit Application, explaining that they are no longer under contract with the owner of the underlying property. The CUP application is what vested the project to the current code and development regulations. Moving forward, any future applicant who desires

to develop that site would be subject to whatever code and use restrictions are in place at the time of application.

Miscellaneous

- There is another Cruise In event this Saturday from 6-9pm.

c. Mayor

Mayor Hayden also went to the Sumner Main Street Association Block Party. It was a great crowd and all of the business were so busy!

EXECUTIVE SESSION

There was none tonight.

ADJOURNMENT

With no additional business before the council, the Mayor adjourned the meeting at 6:40pm. Councilmember concurred.

ATTEST:

Michelle Converse, CMC
City Clerk

Kathy Hayden, Mayor

From: [Jaime Kreul](#)
To: [Ryan Windish](#)
Subject: 60th st e

Date: Thursday, June 2, 2022 2:43:05 PM

EXTERNAL EMAIL Please Ryan ,
Don't let this happen. I just bought my house where that square is. I'm a single mom. I want to raise my son in Sumner and This will only push me out. I strongly disagree with this proposal.

New Residential Target Areas- Notice of Public Hearing

Notice is hereby given that the City of Sumner City Council will hold a Public Hearing on a new residential target area pursuant to RCW 84.14.040 within the area generally known as "East Sumner" and presented in Exhibit A.

The public may provide written comments before the deadline on May 5, 2022 by 6:00 pm to

ryanw@sumnerwa.gov. The public has the right to review the contents of the official file for the

proposal, provide written comments, participate in the public hearings/meetings, and request a copy

of the final decision. Proposal Name: New Residential Target Areas

Proposal Description: Proposal to expand the City of Sumner Residential Target Areas for the

Multifamily Tax Exemption Program per SMC 3.52 within the area generally described as "East

Sumner" and shown in Exhibit A below. The new Residential Target Area would allow for a 12-year

tax exemption for affordable housing. Location/Parcel(s) #: East Sumner

Permit Application #: N/A Applicant/Rep: City of Sumner Hearing Date and Time: June 21, 2022

Hearing Location/Zoom Virtual Meeting Link: Sumner City Hall: 1104 Maple Street, Sumner, WA

Comment Period: Written comments due by June 21, 2022 at 5:00 pm, or oral comments taken during

the public hearing. Submit written comments to Community Development, 1104 Maple Street, Sumner,

WA 98390 or ryanw@sumnerwa.gov. Please call the Community Development Department at 253-

299-5524 with any questions. Other Required Approvals: City Council approval

Staff Contact: Ryan Windish 253-299-5524 or ryanw@sumnerwa.gov

Kind Regards,
~Jamie Kreul 253-334-2310
Sent from my iPhone

From: [Amanda Loewen](#)
To: [Ryan Windish](#)
Subject: Public Comment: New Residential Target Areas
Date: Tuesday, June 21, 2022 8:21:08 AM

EXTERNAL EMAIL Hello Ryan,

My only concern with higher density housing being added to East Summer is the lack of road infrastructure improvements before hand. The exit and entry ramps onto 410 under the overpass by the zoning proposal can become extremely chaotic during peak travel hours. I do not know if there are any road improvement plans for Sumner Tapps Hwy E in that area but I would hope that if this ordinance gets approved for affordable housing that the road infrastructure is considered as part of the package for a contractor BEFORE construction instead of after.

Thank You,

Amanda Loewen

“An animal’s eyes have the power to speak a great language.” –Martin Buber

DRAFT

SUMNER CITY COUNCIL
Minutes – Special Council Meeting
June 27, 2022

In an effort to be diligent, the City is continuing to conduct all public meetings using a hybrid model via the ZOOM platform and in-person. Access information can be located on the City's website, and on each meeting agenda.

The Sumner City Council began the special council meeting at 6:00m, with Mayor Kathy Hayden presiding.

Councilmembers present: Bitetto, Brown, Cole, Neuman, Reed and Stuard

Deputy Mayor Hochstatter was absent.

MOVED BY REED, SECONDED BY BITETTO TO EXCUSE DEPUTY MAYOR HOCHSTATTER.

PASSED BY VOICE VOTE.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, City Engineer Michael Kosa and Ann Siegenthaler, Senior Planner

SPECIAL BUSINESS

a. Town Center: Utility & Woonerf Project – Consultant Amendment CM Services.

MOVED BY STUARD, SECONDED BY BITETTO TO APPROVE THE TOWN CENTER: UTILITY & WOONERF PROJECT – CONSULTANT AMENDMENT CM SERVICES.

City Engineer Michael Kosa addressed the council.

PASSED BY VOICE VOTE.

With no other business before the council, Mayor Hayden adjourned the special meeting at 6:10pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor Kathy Hayden

CITY OF SUMNER
Study Session
Minutes – June 27, 2022

The city conducted this public meeting using a hybrid model. The public was welcomed to attend tonight's meeting in-person at the Sumner City Council chambers, or virtually by using the ZOOM platform. Tonight's meeting was live streamed through YouTube.

CALL TO ORDER

The Sumner City Council met in study session at 6:15pm, with Mayor Kathy Hayden presiding.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, Chief Financial Officer Kassandra Raymond, Senior Planner Ann Seigenthaler and City Engineer Michael Kosa

Councilmember present: Councilmembers Bitetto, Brown, Cole, Neuman, Reed and Stuard

Deputy Mayor Hochstatter was absent.

STUDY SESSION BUSINESS

1. Comcast Franchise Renewal
2. Budget Survey Results
3. 023/2024 Budget Process & Calendar
4. 022 Comprehensive Plan Annual Amendments

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting at 7:55pm. Councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC City Clerk

SUMNER CITY COUNCIL
Minutes – Study Session
July 11, 2022

In an effort to be diligent, the City is continuing to conduct all public meetings using a hybrid model via the ZOOM platform and in-person. Access information can be located on the City's website, and on each meeting agenda.

The Sumner City Council met in study session at 6:01pm, with Mayor Kathy Hayden presiding.

Councilmembers present: Bitetto, Brown, Cole, Hochstatter, Neuman, and Reed

MOVED BY HOCHSTATTER, SECONDED BY BITETTO TO EXCUSE COUNCILMEMBER STUARD.

PASSED BY VOICE VOTE.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Community Development Director Ryan Windish, Human Resources Manager Adrienne McNeilly, Deputy City Attorney Maili Barber, Administrative Services Director Jeff Steffens, City Engineer Michael Kosa

REGULAR BUSINESS

1. Sound Transit Parking Garage

EXECUTIVE SESSION

The Mayor recessed the regular meeting at 7pm into Executive Session to discuss with legal counsel the following: pending and potential litigation, per RCW 42.30.110(1)(i)(ii) and RCW 42.30.110(1)(i)(i); performance of a public employee per RCW 42.30.110(1)(g) and labor negotiations per RCW 42.30.140 for a time not to exceed 60 minutes, there will be no action to follow. The Executive Session was extended at 8:15 for an additional 15 minutes and again at 8:30 for an additional 10 minutes.

The Mayor reconvened the regular meeting at 8:40pm.

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 8:40pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor Kathy Hayden

SUBJECT: Ordinance No. 2821 - Expanding Multifamily Tax Exemption Residential Target Areas

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2821 - Expanding Multifamily Tax Exemption Residential Target Areas
2. Public Comments

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

In 2021, the City Council approved the Housing Action Plan and prioritized implementation actions. Expanding the City's Multifamily Tax Exemption (MFTE) program to include areas beyond the current Town Center for multifamily housing developments that provide 20% of the total units as affordable housing. After several study sessions the Council gave staff direction to move forward with expanding the option for a 12-year MFTE for affordable housing in the East Sumner area. State law requires a public hearing prior to expanding the residential target areas where the Multifamily Tax Exemption is allowed. The City Council held a public hearing on June 18, 2022 and received two comments from the public, both in opposition to the proposal on concerns about traffic congestion and community character.

COUNCIL COMMITTEE/STUDY SESSION: Study Session MEETING/STUDY SESSION DATE: 3/28/2022 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

Move to approve Ordinance No. 2821 to expand the Multifamily Tax Exemption residential target areas for affordable housing.

**ORDINANCE NO. 2821
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE EXPANDING THE MULTIFAMILY PROPERTY TAX EXEMPTION (MFTE) RESIDENTIAL TARGET AREA TO INCLUDE SECTIONS OF EAST SUMNER NEIGHBORHOOD TO PROMOTE THE DEVELOPMENT OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS.

WHEREAS, the City Council approved the City of Sumner 2021 Housing Action Plan which contained 14 actions for promoting affordable housing; and

WHEREAS, the East Sumner Neighborhood Plan contains properties zoned for multifamily development that offer an opportunity for substantial new residential development at 25-40 dwelling units per acre; and

WHEREAS, the City of Sumner has a Multifamily Tax Exemption program in place and the expansion of the area beyond the Town Center Area will facilitate the development of affordable housing; and City of Sumner places significant value on walkability and connectivity in the downtown; and

WHEREAS, the City of Sumner adopted the Sumner Comprehensive Plan, to implement the planning requirements of the Growth Management Act, RCW 36.70A; and

WHEREAS, the City of Sumner establishes a need for multifamily housing and expressly designates the Town Center as a location for multifamily housing; and

WHEREAS, the Town Center Plan demonstrates a need for the redevelopment of the Town Center and establishes a plan for the redevelopment that includes the new construction of multifamily housing; and

WHEREAS, in order to justify the tax abatement program, it is appropriate that the residential development, to which the tax abatement program would apply, establish a long term benefit to the City; and

WHEREAS, the residential development to which the tax abatement program would apply should also reflect a minimum investment; and

WHEREAS, the proposed regulations provide a benefit, based on research of surrounding jurisdictions, interviews with developers, and real estate professionals and community input; and

WHEREAS, the City has completed a public process including a public hearing with the City Council on March 4, 2019; and

WHEREAS, the City Council held a duly advertised public hearing on May 16, 2022 and held a prior study session on February 14, March 7 and March 28, 2022, to deliberate and discuss alternatives; and

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

Section 1. That section 3.52.020, paragraph O. “Residential Targeted Area” of the Sumner Municipal Code is hereby amended to read as follows:

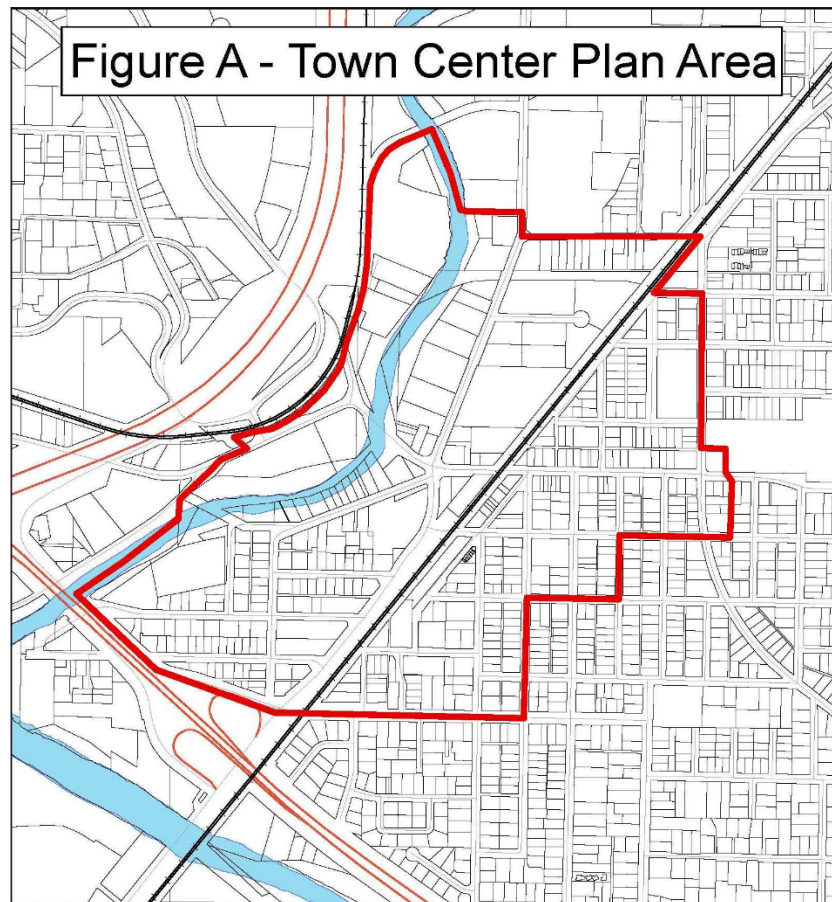
“O. “Residential targeted area,” also “residential target area,” means the geographic area located within the areas set forth in Figures A and B in SMC 3.52.050(A).”

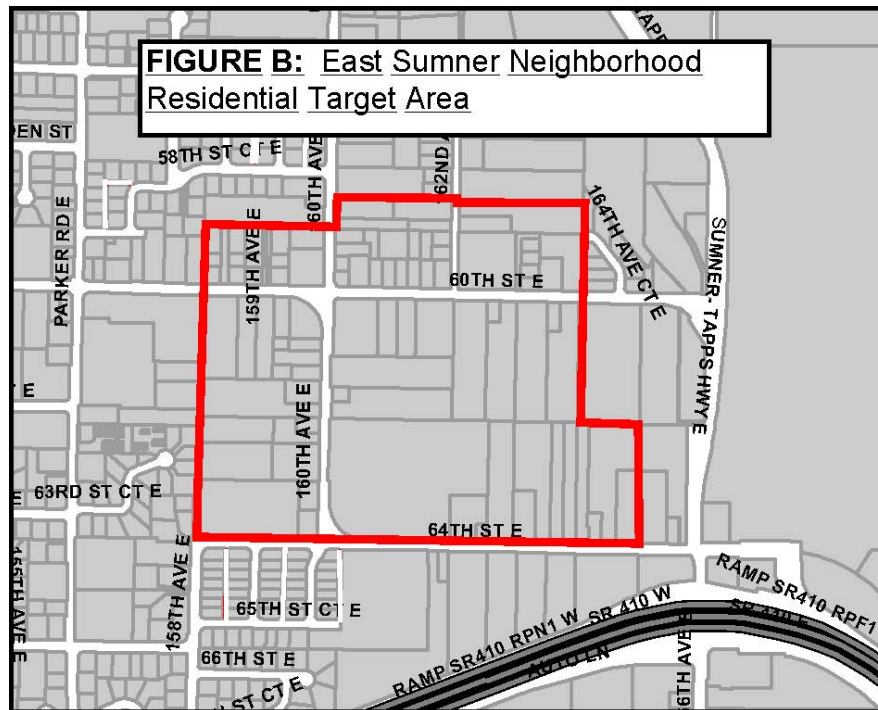
Section 2. That section 3.52.050 “Project Eligibility” of the Sumner Municipal Code is hereby amended to read as follows:

“3.52.050 Project eligibility.

A proposed multifamily housing project must meet the following requirements for consideration for a property tax exemption:

A. Location. The project must be located within a residential targeted area as defined in SMC 3.52.020 and as set forth in Figures A and B.





B. Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. If the property proposed to be rehabilitated is not vacant, an applicant shall provide each existing tenant housing of comparable size, quality, and price and a reasonable opportunity to relocate.

C. Noncompliance with Building Codes. Existing dwelling units proposed for rehabilitation must fail to comply with one or more standards of the applicable state or city building codes.

D. Size of Project. The new, converted, or rehabilitated multiple-unit housing must provide for a minimum of 50 percent of the space for permanent residential occupancy. The project, whether new, converted, or rehabilitated multiple-unit housing, must include at least 12 units of multifamily housing within a residential structure or as part of an urban development. In the case of existing multifamily housing that is occupied or which has not been vacant for 12 months or more, the multifamily housing project must also provide for a minimum of four additional multifamily units for a total project of at least 10 units including the four additional units. Existing multifamily housing that has been vacant for 12 months or more does not have to provide additional units.

E. Proposed Completion Date. New construction of multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application.

F. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable

regulations. The project must also comply with any other standards and guidelines adopted by the city council for the residential targeted area.

G. Properties located within the residential target area as shown in section (A), Figure B, East Sumner Neighborhood, shall only be eligible for the 12-year duration of exemption as set forth in SMC 3.52.040(A)(1)(b).

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make the necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 4. Severability – Construction. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, the provisions of this ordinance shall control.

Section 5. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication, as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this _____ day of, _____, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Noel Clark, Legal Services Coordinator

City Attorney Andrea Marquez

First Reading: 5/16/2022
Date Adopted:
Date of Publication:
Effective Date:

From: [Joane Kent](#)
To: [Joane Kent](#)
Subject: 000-0-0
Date: Tuesday, June 5, 2023 2:42:02 PM

EXTERNAL EMAIL

Please Ryan ,
Don't let this happen.
I just bought my house where that square is.
For a single mom.
I want to raise my son in Sumner and This will only push me out.
I strongly disagree with this proposal.

New Residential Target Areas-
Notice of Public Hearing

Notice is hereby given that the City of Sumner City Council will hold a Public Hearing on a new residential target area pursuant to RCW 84.14.040 within the area generally known as "East Sumner" and presented in Exhibit A.

The public may provide written comments before the deadline on May 5, 2022 by 6:00 pm to ryanw@sumnerwa.gov. The public has the right to review the contents of the official file for the proposal, provide written comments, participate in the public hearings/meetings, and request a copy of the final decision.

Proposal Name: New Residential Target Areas

Proposal Description: Proposal to expand the City of Sumner Residential Target Areas for the Multifamily Tax Exemption Program per SMC 3.52 within the area generally described as "East Sumner" and shown in Exhibit A below. The new Residential Target Areas would allow for a 12-year tax exemption for affordable housing.

Location/Parcel(s) #: East Sumner

Permit Application #: N/A

Applicant/Rep: City of Sumner

Hearing Date and Time: June 21, 2022

Hearing Location/Zoom Virtual Meeting Link: Sumner City Hall: 1104 Maple Street, Sumner, WA

The meeting is also available as a VIRTUAL MEETING. Log-in information to access the virtual public hearing:

Join Zoom Meeting <https://go02.usfidsidsa.protection.outlook.com/?url=https%3A%2F%2Fsumnerwa.gov.zoom.us/j/231842245487?lkampid=0f5%2C7c%2Fryanw@sumnerwa.gov%3A%2F614598222b407342708b4b4c4da40%2C42a174f45a4446d4947785db76a8f%2C7%2C3%2C83789828285952840%2C34a6e0e7%2C7F7p6Za4b4cy78UjpmC4eLj4xMDA4L-CXQjwV2h4d4Ll-CHT5d4k4h4w4L-CTXVC384d4%2D%2C3880%2C%2C%2C4ampid=0f1P9ymP8L2NPQMAQV9A7heOx238d40jw4780k%2Dk4mp4e4e4d-0>
Meeting ID: 849 2245 4873 or call in by phone: 1 253 215 8782 (Tucson)

Comment Period: Written comments due by June 21, 2022 at 5:00 pm, or oral comments taken during the public hearing. Submit written comments to Community Development, 1104 Maple Street, Sumner, WA 98390 or ryanw@sumnerwa.gov. Please call the Community Development Department at 253-299-5524 with any questions.

Other Required Approvals: City Council approval

Staff Contact: Ryan Wundak 253-299-5524 or ryanw@sumnerwa.gov

Kind Regards,
Joane Kent
253-334-2310
Sent from my iPhone

From: [Amanda Loewen](#)
To: [Ryan Windish](#)
Subject: Public Comment: New Residential Target Areas
Date: Tuesday, June 21, 2022 8:21:08 AM

EXTERNAL EMAIL

Hello Ryan,

My only concern with higher density housing being added to East Summer is the lack of road infrastructure improvements before hand. The exit and entry ramps onto 410 under the overpass by the zoning proposal can become extremely chaotic during peak travel hours. I do not know if there are any road improvement plans for Sumner Tapps Hwy E in that area but I would hope that if this ordinance gets approved for affordable housing that the road infrastructure is considered as part of the package for a contractor BEFORE construction instead of after.

Thank You,

Amanda Loewen

“An animal’s eyes have the power to speak a great language.” –Martin Buber

SUBJECT: Ordinance No. 2822 - 2022 Comprehensive Plan Amendments: Density Descriptions

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2822 - Comprehensive Plan Amendment (Residential Densities)
2. Densities - Staff Report

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND:

During the 2022 Comprehensive Plan Update process, 3 proposals were submitted by staff:

1. Comprehensive Plan text amendment to residential densities descriptions;
2. Zoning Code update to allow Electronic Reader board Signs and miscellaneous sign regulations update; and
3. Zoning Code update to prohibit gas stations in General Commercial zones.

The Planning Commission evaluated the proposals at a study session in April 2022 and held a public hearing in May 2022. After the public hearing, the Commission voted unanimously to recommend approval to the City Council. The City Council reviewed the proposals at two study sessions in June.

Proposal #1 Ordinance 2822 – Comprehensive Plan Residential Density Descriptions: This first proposal is to update the text the Comprehensive Plan to clarify the range of residential densities anticipated in the descriptions. The Residential designations established in the Plan allow some intensive uses; the update would clarify the stated densities to reflect the likely density and intensity of the uses. Also, the Planned Residential Development Overlay designation provides for increased density for certain types of projects; the update would clarify residential district descriptions to reflect the potential for increased density through a PRD. The proposal does not increase the adopted densities.

COUNCIL COMMITTEE/STUDY SESSION: This item went to the June 27, 2022 study session.

MEETING/STUDY SESSION DATE: 6/27/2022

COMMITTEE RECOMMENDATION: n/a

STAFF RECOMMENDATIONS/MOTION:

Adopt Ordinance No. 2822 - 2022 Comprehensive Plan Amendments: Density Descriptions.

ORDINANCE NO. 2822
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, ADOPTING THE 2022 COMPREHENSIVE PLAN AMENDMENTS; AMENDING COMPREHENSIVE PLAN TEXT RELATED TO RESIDENTIAL DENSITIES IN THE LAND USE SUB-ELEMENT OF THE PLAN.

WHEREAS, the Washington State Growth Management Act, per RCW 36.70A.130 allows for annual amendments to City's Comprehensive Plan; and

WHEREAS, the City's 2022 Comprehensive Plan update consists of minor text amendments to the Land Use Sub-Element of the Comprehensive Plan; and

WHEREAS, the City invited public input into the proposed amendments, including public hearings, website postings and public notices; and

WHEREAS, the City of Sumner's Comprehensive Plan was originally adopted by Ordinance No. 1625 on April 4, 1994 to comply with the Growth Management Act; and numerous Plan updates have been adopted since that time, including the 2020 Comprehensive Plan Update adopted in May 2021; and

WHEREAS, in compliance with the State Environmental Policy Act (SEPA) and pursuant to procedures for SEPA Addenda at WAC 197-11-625, the City of Sumner issued on May 4, 2022 Addendum #1 to the Final Supplemental Environmental Impact Statement (FSEIS) for the 2020 Comprehensive Plan update, which was issued on May 7, 2021; and

WHEREAS, on April 14, 2022, this proposal was forwarded to the Washington State Department of Commerce for the mandatory 60-day state review per the Growth Management Act; and

WHEREAS, on April 7, 2022 the Planning Commission held a study session on the proposed amendments, and a duly-advertised public hearing on the proposed amendments on May 5, 2022; and voted by a 4-0 vote to recommend adoption by the City Council of the proposed amendments to the Comprehensive Plan; and

WHEREAS, the basis for the proposed amendments has been set forth in a staff report dated April 11, 2022 that includes an analysis of the amendments' consistency with the City's adopted policies and regulations; and

WHEREAS, the City Council finds the proposed amendments to be consistent with the Sumner Municipal Code criteria for Comprehensive Plan amendments, Growth Management Act, Pierce County Countywide Planning Policies, and VISION 2050 multi-county planning policies;

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

Section 1. That the 2020 Comprehensive Plan Land Use Element, “Introduction” section is hereby amended to read as follows:

INTRODUCTION

Following are the land use designation categories to be utilized in conjunction with the Land Use Plan Map, shown in Figure 3. Table 1 summarizes the categories, ~~and~~ densities, ~~and floor area ratios~~ of particular zones.

Section 2. That the 2020 Comprehensive Plan Land Use Element, “Land Use Designations” section, subsection “Residential, Low Density” is hereby amended to read as follows:

LAND USE DESIGNATIONS – RESIDENTIAL - Low Density

“This designation provides for primarily single-family dwellings in areas with current or planned access to City facilities and services. At the higher end of the ~~single family~~ density range (LDR-3), ~~(7 du/acre +) at 7-10 du/ac~~, public transit can more easily be supported. Through a planned residential development permit process, this base density may be increased significantly for affordable senior housing. Low density residential uses provide a transition from rural residential to higher density uses. Primary uses include detached single-family residential dwellings, private garages, and other accessory buildings. Secondary ~~allowed~~ uses allowed typically through a special permit process include, accessory units ("mother-in-law units"), adult family homes, assisted living facilities, senior apartments and retirement homes, hospitals, public and private educational facilities, utilities subject to compatibility criteria, and churches and religious institutions. Many of these secondary uses may bring a higher number of residents, visitors and vehicle trips than normally associated with low density residential areas.”

Section 3. That the 2020 Comprehensive Plan Land Use Element, “Land Use Designations” section, subsection “Residential, Medium Density” is hereby amended to read as follows:

LAND USE DESIGNATIONS – RESIDENTIAL - Medium Density

“The medium density designation is intended to provide for multi-family living to ensure that opportunities to obtain reasonable-cost housing exist for community residents. Primary uses include multi-family housing of various types including duplexes, zero-lot line structures, townhouses, condominiums, senior apartments and retirement homes, etc., and may also include single-family dwellings. Secondary uses allowed typically through a special permit process can include ~~single-family dwellings,~~ adult family homes, day care, ~~public and private~~ educational facilities, utilities subject

to compatibility criteria, churches and religious institutions, ~~convalescent care and rest~~

~~homes~~assisted living facilities, limited office/professional buildings, and manufactured home subdivisions. Through a planned residential development permit process, the base density in Medium Density Residential may be increased significantly for affordable senior housing. Medium density developments may require design review to ensure diversity of building types/avoidance of building form repetition, plan goal consistency, and neighborhood compatibility.”

Section 4. That the 2020 Comprehensive Plan Land Use Element, “Land Use Designations” section, subsection “Residential, High Density” is hereby amended to read as follows:

LAND USE DESIGNATIONS – RESIDENTIAL - **High Density**

“This designation allows for higher density multi-family developments to allow for a broad range of housing choices in areas with existing and planned infrastructure, and to allow for infill development and the reduction of sprawl. Primary uses include multi-family housing of various types including townhouses, condominiums, apartments, etc. Secondary uses can include low and moderate density residential developments, adult family homes, day care, ~~public and private~~ educational facilities, utilities subject to compatibility criteria, churches and religious institutions, ~~convalescent care and rest homes~~ and assisted living facilities. ~~This designation primarily applies to existing development that already is developed to this density level.~~ Through a planned residential development permit process, the base density in High Density Residential may be increased significantly for affordable senior housing. This designation may be applied in new areas as appropriate to the neighborhood's character (e.g. near commercial areas and transit). ~~Proposed high~~ High density developments may occur where the following conditions exist:

- An over-concentration of multi-family dwellings in a single area is avoided.
- A repetition of building forms is avoided in the proposed development.
- Design review will be required.
- Adequate public and community facilities exist to support the density.”

Section 5. That the 2020 Comprehensive Plan Land Use Element, “Land Use Designations” section, subsection “Table 1 – Land Use Designations” is hereby amended to read as follows:

TABLE 1 – LAND USE DESIGNATIONS

CATEGORY	DENSITY	FAR
<u>Residential</u>		
Resource Protection (RES)	1 du/20 acres	--
Residential-Protection (R-P)	1 du/20 acres	--
Low Density Residential-1 (LDR-1)	2.9 -5.0 du/acre*	--

CATEGORY	DENSITY	FAR
Low Density Residential-2 (LDR-2)	5.1-6.5 du/acre*	--
Low Density Residential-3 (LDR-3)	6.6-8 <u>7.0-10.0</u> du/acre*	--
Medium Density (MDR)	8.1-15 du/acre*	--
High Density (HDR)	12.1-25 du/acre*	--
<u>Commercial</u>		
General Commercial (GC)	12.1- 20-25 du/acre*	--
Interchange Commercial (IC)	--	.3-.5
Neighborhood Commercial (NC)	12.1- 20-25 du/acre*	.3-.5
Town Center Plan area	Unlimited density per TCP Form Based Code	.75-6.0
Urban Village (UV)	12.1-40 du/acre <u>26-40</u> du/ac*	1.0-2.0
<u>Manufacturing</u>		
Light (M-1)	--	.3-.8
Heavy (M-2)	--	.3-.8
<u>Public/Private Facilities & Utilities (P)</u>	--	.3-.8
<u>Overlay Designations</u>		
Shoreline	Refer to Sumner SMP	Refer to Sumner SMP
Planned Residential Development (<u>PRD</u>)	Based on underlying zone	n/a
Planned Mixed Use Development (<u>PMUD</u>)	5-37.5 du/acre	.3-.5
Town Center Plan Subarea Sub-Districts	Unlimited if height, open space, setbacks, and parking are met.	.75-6.0
Innovation District & Enterprise Area	Based on underlying zone	n/a

Source: Sumner Community Development

Department Notes: du = dwelling unit

~~FAR = floor area ratio~~

SMP = Shoreline Master Program

*Density may be increased to 30-50 du/ac for affordable senior housing through a PRD process.

Section 6. That the amendments contained herein shall constitute the 2022 Sumner Comprehensive Plan Update, and are hereby adopted.

Section 7. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

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

Section 9. Effective Date. This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this _____ day of 2022.

Mayor Kathy Hayden

Attest:

Approved as to form only:

City Clerk Michelle Converse

City Attorney Andrea Marquez

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



STAFF REPORT

DATE: July 5, 2022
TO: Mayor Hayden and City Council
FROM: Ann Siegenthaler, Senior Planner
RE: 2022 Comprehensive Plan Update – **Comprehensive Plan Residential Densities Descriptions**

I. BACKGROUND / WHY THE AMENDMENTS ARE BEING PROPOSED

In February 2022, the City Council opened the application process to accept applications for amending the Comprehensive Land Use Plan and Zoning Code. No applications from the public were received; City staff have proposed one amendment to the Comprehensive Plan text (no map change) and two updates to the Zoning Code regulations, including the proposal described below. The Planning Commission determined in April 2022 that these changes were eligible for consideration during the 2022 amendment process. The Commission evaluated these proposals at two meetings in April 2022 and held a public hearing in May 2022.

The amendment would clarify the range of residential densities anticipated in the Land Use Element of the Comprehensive Plan and to provide consistency between the stated densities in the Plan and the densities that may be allowed through a Planned Residential Development. There are no map changes proposed. The City Council reviewed this proposal in June 2022.

II. DESCRIPTION OF PROPOSAL

The proposal would update the language in the Land Use Element of the Comprehensive Plan to clarify the range of residential densities anticipated, and to clarify that a Planned Residential Development permit process may result in higher densities.

- A. Planned Residential Development Overlay. The Planned Residential Development (PRD) overlay is one of the overlay districts adopted in the original Comprehensive Plan. One of its purposes has always been to allow a higher density than what is stated in the base residential zones (in exchange for a public benefit and/or exceptional design). It provides an incentive for developing senior housing and more affordable housing that may require a higher density range. The PRD is not shown on the City zoning map; rather, it is a special permit process that may be allowed in various areas of the city. Therefore, allowances for higher density may not be readily apparent in the standards for residential zones, and densities listed in residential zones do not show what's allowed under a PRD. The proposed text will update the district densities to reflect that there is a PRD overlay that potentially allows additional densities. Existing Comprehensive Plan text describes the PRD (below); no change here is proposed.

"...**The Planned Residential Development (PRD)** overlay is similar to a PMUD but for residential developments. The PRD offers greater flexibility to develop a mix of housing types with varying lot sizes and dimensions, *allowances for increased densities and building heights as incentives for needed housing*, adequate open space, and building setbacks and heights that are compatible with adjacent residential uses. The result is a development that allows for a high level of variety in housing and flexibility in site design while remaining compatible with the character of the surrounding neighborhood."

- B. Allowed uses.** There are several policies in the Comprehensive Plan Housing Element regarding accommodating additional housing. These support increased density and infill as approaches to meeting Sumner’s housing targets, and accommodating special housing such as senior housing (e.g. senior apartments and continuing care communities). In addition to policies, the Residential designations established in the Comprehensive Plan allow some intensive uses (e.g. retirement homes and assisted living), but the stated densities do not reflect the likely density and intensity of these uses. The proposed updates to residential district descriptions would help clarify that higher intensity uses may be allowed in certain circumstances.
- C. Allowed densities.** Existing text in the Comprehensive Plan establishes density ranges for residential and commercial zones. However, many of the residential district descriptions elsewhere in the Plan do not reflect the potential for increased density through a PRD or other special permits. Also, some densities allowed in the Zoning Code are higher than what is listed in the Comprehensive Plan. The proposal does not increase the adopted densities, but updates the densities/text to reflect potential higher densities possible through special processes and densities listed in the Zoning Code. These updates would make the anticipated residential densities consistent between the documents, and with the PRD allowable densities.

The proposal includes an update to *Table 1 Land Use Designations*. The densities listed in Table 1 are updated where higher densities were actually adopted in the Zoning Code. An asterisk has been added that references increased density through a PRD. The Floor Area Ratio column is eliminated, since that standard is not used in any of the zones. Note that in the Comprehensive Plan there are 3 classes of Low Density Residential (LDR) Designations. These roughly correspond to the 4 LDR zones in the Zoning Code. Proposed changes are summarized below in red.

COMPREHENSIVE PLAN CATEGORY	COMPREHENSIVE PLAN DENSITY RANGE	CORRESPONDING ZONING CODE DISTRICT & DENSITY ALLOWED
Low Density Residential-1	2.9-5.0 du/ac*	LDR-12 same density
Low Density Residential-2	5.1-6.5 du/ac*	LDR-8.5 same density
Low Density Residential-3	2.9-5.0 7.0-10.0 du/ac*	LDR-4 and LDR-6: Allows 7.2-10.8 du/ac
Medium Density	8.1-15 du/ac*	MDR same density
High Density	12.1-25 du/ac*	HDR same density
General Commercial	12.1- 20-25 du/acre*	GC now allows 25 du/ac
Neighborhood Commercial	12.1- 20-25 du/acre*	NC now allows 25 du/ac
Urban Village	12.1-40 du/acre <u>26-40 du/ac*</u>	East Sumner Urban Village now allows 26-40 du/ac
Add new footnote: <u>*Density may be increased to 30-50 du/ac for affordable senior housing through a PRD process.</u>		

The entire text updates to make residential district descriptions, densities and PRD Overlay densities consistent with each other are shown in Ordinance 2822, attached as an Exhibit.

III. COMPREHENSIVE PLAN AMENDMENT CRITERIA

Only those amendments which are found to be in substantial compliance with all criteria listed below shall be approved (SMC 18.56.147(N)):

1. *An amendment is necessary to resolve inconsistencies between the Sumner Comprehensive Plan and other city plans or ordinances; or, to resolve inconsistencies between the Sumner Comprehensive Plan and other jurisdictions' plans or ordinances.*

The proposed amendment would resolve inconsistencies within the Sumner Comprehensive Plan and between the Plan and the Zoning Code. Existing text in the Comprehensive Plan establishes dwelling unit density ranges for residential and commercial zones. However, many of the residential district descriptions elsewhere in the Comprehensive Plan do not reflect the potential for increased density through a Planned Residential Development (PRD) permit or other special permits. Further, some of the residential densities listed in the Comprehensive Plan do not reflect the currently allowed uses and unit densities adopted in the Zoning Code. The proposed text would update the residential district descriptions to better reflect potential intensity and density of allowed uses and allowed unit densities adopted in the Zoning Code.

2. *Conditions have so changed since the adoption of the Sumner Comprehensive Plan that the existing goals, policies, objectives, and/or map classifications are inappropriate.*

Conditions have so changed since the adoption of the Comprehensive Plan that the text updates are needed. In some instances, allowed residential unit densities have been changed in the Zoning Code but not in the Comprehensive Plan (e.g. densities in East Sumner at SMC 18.30.080, and for Neighborhood Commercial and General Commercial at SMC 18.16.040). In other districts, the Zoning Code always allowed unit density to increase through a PRD, and recent updates to the Zoning Code PRD process have further increased allowed density. The proposed update would make the Plan text more consistent with the Zoning Code.

3. *The proposed amendment is consistent with the overall intent of the goals of the Sumner Comprehensive Plan.*

A few goals and policies in the Comprehensive Plan pertain to the proposed text amendment.

Land Use Sub-Element

The Land Use Sub-Element contains goals and policies related to the establishment of appropriate land use patterns, compatible uses, and orderly development. The proposal is consistent with such policies. The text updates provide guidance in implementing the Zoning Code and development regulations. Therefore, the text update is specifically consistent with Policy 1.7 which states: "Ensure new development is consistent with the policies of this Plan through implementation of regulations, programs, and project specific review."

Community Character Element

The Community Character Element contains goals and policies related to the design, quality, and pedestrian scale development within Sumner. A few policies are relevant. The proposal does not change the applicability of existing design guidelines that will govern new housing/mixed-use developments, so is consistent with Policy 1.3, which states: "In concert with the Sumner citizens and business community, maintain design guidelines and a design code, as appropriate, which address streetscape, landscape, and building design..." The proposed text updates would help ensure that the Zoning Code corresponds to the Comprehensive Plan. Therefore, the proposal is consistent with Policy 1.4 which states: "Implement and maintain a Zoning Code which implements the comprehensive plan and community vision." The uses and densities described in the proposal allow the Zoning Code to provide a range of housing types that can help fulfill Policy 2.6, which states: "In recognition of the need for a variety of housing, allow through the Comprehensive Plan and Zoning Code a mix of residential uses as appropriate to the neighborhood character."

Environment Element

The proposal is a non-project proposal so has no impact on the environment. Therefore, it is consistent with policies in the Environment Element.

Housing Element

The proposed text amendments clarify the intent of the Comprehensive Plan land use districts and overlay districts to allow increased dwelling unit density in some districts. Therefore, the proposal is consistent with the Housing Element's primary goal to "Provide a range of housing types for all life stages and economic segments of the Sumner Community "(Goal 2). The proposal also supports Policy 2.1, which states: "Through the Comprehensive Plan, Zoning Code, and Subdivision code, and Design Guidelines allow for a variety of housing types and lot configurations including multi-family housing, mixed use development, cluster development, zero-lot line and similar subdivisions, planned unit development, and non-traditional housing forms such as adult family homes."

4. *The proposed amendment is consistent with chapter 36.70A RCW, the county-wide planning policies for Pierce County, and the applicable multi-county planning policies.*

Consistency with Growth Management Act (RCW 36.70A)

The State Growth Management Act (GMA) identifies planning goals that are intended to be used in the development of local comprehensive plans and development regulations. The GMA goals include goals related to urban growth, sprawl reduction, transportation, housing, environment and others. The GMA also requires “consistency” throughout local plans, such as: consistency of local plans with the GMA, internal consistency between plan elements, and consistency of development regulations (e.g. Sumner Zoning Code) with the adopted comprehensive plan.

The proposed Comprehensive Plan text amendments are consistent with the GMA. The text updates do not change densities already adopted, so do not directly add development capacity; are not a project (development) proposal, do not affect adopted transportation plans or capital facilities plans, or similar adopted plans. In fact, the text updates will address the consistency requirements of the GMA by better aligning unit densities allowed in the Sumner Zoning Code with unit densities anticipated in the Sumner Comprehensive Plan policies. Based on this, the proposal is consistent with the Growth Management Act.

Consistency with countywide planning policies

The GMA requires the legislative body of the County to adopt countywide planning policies to establish a countywide framework for developing local comprehensive plans. The County-wide planning policies (CPPs) for Pierce County establish goals and policies related to such issues as: siting of countywide essential facilities, siting of countywide transportation facilities, allocation of housing and affordable housing, developing employment targets and employment centers. Another aspect of the CPPs is to establish consistency between and among the plans of cities and the county on regional matters. The proposed Comprehensive Plan text amendments are consistent with the CPPs. The text updates are not a project (development) proposal, and do not change adopted residential densities, or housing or employment allocations, do not affect transportation systems, or have any other effect on the CPPs. Based on this, the proposal is consistent with the CPPs.

Consistency with multi-county planning policies

The Puget Sound Regional Council (PSRC) establishes Multicounty Planning Policies (MPPs) for jurisdictions across the central Puget Sound region. The most recent set of these policies are contained in PSRC’s “VISION 2050” document. The MPPs address land use, transportation, environment, and other topics similar to what each county must address in countywide policies. A main function of VISION 2050 is to provide a regional growth strategy that guides the distribution of future population and employment growth through the year 2050. The MPPs help ensure consistency among county and city comprehensive plans.

The proposed text amendments do not change housing, employment, or transportation capacity, and are a non-project proposal that does not impact the environment, open space or demand for services. Because of this, the proposal would be consistent with the VISION 2050 multi-county planning policies.

5. *Where an amendment to the Comprehensive Plan map is proposed, the proposed designation is adjacent to property having a similar and compatible designation, or the subject property is of sufficient size, or other conditions are present.*

This criterion is not applicable, since no map change is proposed.

6. *Environmental impacts have been disclosed, and measures have been included to reduce possible adverse impacts.*

Potential impacts of the proposed 2022 Comprehensive Plan text amendments have been addressed through “Addendum Number 1 to the May 2021 Final Supplemental Environmental Impact Statement (FSEIS),” signed on April 26, 2022, which supplements the FSEIS completed for the 2020 Comprehensive Plan Update. The FSEIS analyzes impacts related to the environment including: earth, water quality, plant and animals, noise, land use, transportation and housing. Given that the 2022 text amendments comprise a non-project action, it is unlikely there will be any impacts or mitigation measures required; any potential effects are already addressed by the earlier FSEIS.

7. *Potential ramifications of the proposed amendment to other Comprehensive Plan elements and supporting plans have been considered and satisfactorily addressed.*

The potential ramifications of the proposed amendments to other Comprehensive Plan elements have been addressed. The applicable Comprehensive Plan elements and Zoning Code have been discussed above, and the proposed text amendments will have a negligible effect.

IV. SEPA ENVIRONMENTAL REVIEW

The State Environmental Policy Act (SEPA) and associated State rules establish a process for SEPA review of Comprehensive Plan updates. The proposed amendments are non-project minor text updates. Therefore, the updates are within the scope of the previous 2020 Sumner Comprehensive Plan SEPA documents and environmental analysis. Pursuant to procedures under WAC 197-11-625, an Addendum summarizing the SEPA environmental review for this proposal was signed by the SEPA Official on April 26, 2022 and issued on May 4, 2022.

V. PUBLIC & AGENCY COMMENTS

No public comments were received. The WA Department of Commerce (who reviews proposed amendments to Comprehensive Plans), recommended that staff clarify the text by stating that the potentially significant increase that could occur in residential densities would only occur for affordable senior housing.

VI. STAFF RECOMMENDATION

Staff recommends approval of the proposal.

VII. PLANNING COMMISSION RECOMMENDATION

Planning Commission voted 4-0 to recommend approval to the City Council.

VIII. EXHIBITS

- A. Draft Ordinance No. 2822 for adopting amendments

SUBJECT: Ordinance No. 2823 - 2022 Zoning Code Text Amendments: Electronic Reader Board Signs and Digital Message Signs

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2823 - 2022 Amendments Electronic Reader Board Signs and Digital Message Signs
2. Proposed Amendments
3. Summary of Code Changes
4. Staff Report

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND:

During the 2022 Comprehensive Plan Update process, 3 proposals were submitted by staff:

1. Comprehensive Plan text amendment to residential densities descriptions;
2. Zoning Code update to allow Electronic Reader board Signs and miscellaneous sign regulations update; and
3. Zoning Code update to prohibit gas stations in General Commercial zones.

The Planning Commission evaluated the proposals at a study session in April 2022 and held a public hearing in May 2022. After the public hearing, the Commission voted unanimously to recommend approval to the City Council. The City Council reviewed the proposals at two study sessions in June and two separate amendments have been prepared for consideration at the request of Councilmember Brown and Deputy Mayor Hochstatter, respectively.

Proposal #2 Ordinance 2823 –Electronic Reader Board Signs and Digital Message Signs: This proposal is to update the Sumner Sign Code regulations to allow the City, library district and school district to have an Electronic Reader Board Sign (ERBS). An ERBS is a sign that includes arrays of internal light bulbs that convey text and/or graphics through intermediate flashing and animated images. These signs would be for non-commercial, non-advertising purposes. Since these signs are animated, the proposed code includes criteria to minimize impacts and glare.

Proposed code changes would:

For Electronic Reader Board Signs:

- Add ERBS for library, high school (only on Main Street), stadium (only on Valley Avenue)
- Prohibit at parks & residential areas
- Restore allowance for ERBS west of river (unintentionally dropped during zone change)
- Add height limit height
- Limit hours 6am-10pm
- Must be 1,000 ft from another ERBS/DMS.

For Digital Message Signs:

- Allow schools, YMCA & government in any zone
- Restore allowance for YMCA (unintentionally dropped during zone change)
- Can only have 1 not 2

- Limit hours 6am-10pm
 - Must be 1,000 ft from another DMS/ERBS.
-

COUNCIL COMMITTEE/STUDY SESSION: Study Session MEETING/STUDY SESSION DATE: 6/27/2022 COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Adopt Ordinance No. 2823 - 2022 Zoning Code Text Amendments: Electronic Reader Board Signs and Digital Message Signs.

**ORDINANCE NO. 2823
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, UPDATING ZONING REGULATIONS FOR ELECTRONIC READER BOARD SIGNS IN CHAPTER 18.44 SIGN CODE; AMENDING 18.44.040 DEFINITIONS OF TYPES OF SIGNS; AMENDING ARTICLE II GENERAL RESTRICTIONS AND LIMITATIONS SECTIONS 18.44.110, 18.44.130, AND 18.44.140; AMENDING 18.44.180 ADDING STANDARDS FOR DIGITAL MESSAGE SIGNS; AMENDING SECTION 18.44.185 STANDARDS FOR PUBLIC AGENCY INFORMATIONAL SIGNS; AMENDING SECTION 18.44.200 SIGNS PERMITTED IN ALL DISTRICTS; AND AMENDING SECTION 18.44.230 REMOVING STANDARD FOR DIGITAL MESSAGE SIGNS IN NEIGHBORHOOD COMMERCIAL ZONE.

WHEREAS, the City Council has expressed a desire to expand allowances for Electronic Reader Board Signs for public agencies; and

WHEREAS, the City Council finds that allowing the Library District, School District or the City an Electronic Reader Board Sign in Sumner provides a valuable community service by providing information to the public regarding City and District meetings and community events; and

WHEREAS, on April 7, 2022 the Planning Commission held study session on the proposed amendments, and a duly-advertised public hearing on May 5, 2022; and

WHEREAS, on May 5, 2022 the Planning Commission voted by a 4-0 vote to recommend adoption by the City Council of the proposed zoning regulations updates as set forth in this ordinance; and

WHEREAS, this proposal was forwarded to the Washington State Department of Commerce for the Expedited 15-day State review per the Growth Management Act on April 14, 2022; and

WHEREAS, the City Council finds the proposed amendments to be consistent with the Sumner Comprehensive Plan and the Sumner Municipal Code criteria for Zoning Code amendments;

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

Section 1. That Sumner Municipal Code Chapter 18.44 Sign Code, Section 18.44.040 Definitions is hereby amended to remove definition as follows:

~~**18.44.040 Changing message center**~~

~~“Changing message center” means an electronically or electrically controlled public service time, temperature and date sign, message center or readerboard where different copy changes of a public service or commercial nature are shown on the same lamp bank.~~

Section 2. That Sumner Municipal Code Section 18.44.040 Definitions is hereby amended to read as follows:

~~“Informational or nonadvertising sign” means a sign intended to provide containing only noncommercial, site-specific environmental or interpretive information, or similar non-promotional messages intended as a public service to the community, erected by public service clubs, historic societies, utility or service districts, or similar nonprofit organizations. This does not include “public agency informational signs,” “digital message centers” or identification signs for facilities which require a conditional use permit in residential zones.~~

Section 3. That Sumner Municipal Code Section 18.44.040 Definitions is hereby amended to add a definition as follows:

~~**“Low monument sign” means a monument sign no greater than 7 feet in height.**~~

Section 4. That Sumner Municipal Code Section 18.44.040 Definitions is hereby amended to add a definition as follows:

~~**“Neighborhood community bulletin board” means a monument sign or wall sign with public service messages intended for the benefit of the immediate neighborhood, where text does not change electronically.**~~

Section 5. That Sumner Municipal Code Section 18.44.040 Definitions is hereby amended to add a definition as follows:

~~**“Public agency informational sign” means a sign sponsored and controlled by the city, library district, school district or similar public agency containing only public service information and messages with no commercial content. Public agency informational sign does not include digital message sign.**~~

Section 6. That Sumner Municipal Code Section 18.44.110 is hereby amended as follows:

18.44.110 Prohibited signs.

N. Electronic reader board signs, except in the interchange commercial zone south of SR-410 as permitted under SMC 18.44.245, the general commercial zone as permitted under SMC 18.44.240, the Town Center Plan area as permitted under

SMC 18.44.220, and citypublic agency informational signs as permitted under SMC 18.44.185.

Section 7. That Sumner Municipal Code Chapter Section 18.44.130 is hereby amended to read as follows:

18.44.130 Neighborhood ~~Community~~ bulletin board.

If approved by the director, a **neighborhood** may be allowed to erect a permanent structure as a community bulletin board; provided, that it does not exceed a sign area of 30 square feet per face.

Section 8. That Sumner Municipal Code Section 18.44.140 is hereby amended to read as follows:

18.44.140 Informational or Nonadvertising ~~or nonpromotional~~ signs.

- A. Informational or Nonadvertising signs may be erected as a public service to the community ~~by public service clubs or other nonprofit organizations.~~
- B. Such signs may be located in any zone upon approval by the director.
- ~~B. Informational signs may be erected in any zone subject to approval by the director.~~
- C. There shall be no fee for signs allowed by this section.
- ~~D. Such signs shall not include electronic reader board signs or digital message centers.~~
- ~~E. Such signs shall not exceed 20 square feet per face and 15 feet in height.~~

Section 9. That Sumner Municipal Code Section 18.44.180 is hereby amended as follows:

18.44.180 Informational signs.

~~Informational signs intended to be viewed from a public street or pedestrian way shall meet the standards set forth for signs established in the respective zoning districts.—~~

Digital Message Signs.

Digital message signs shall be allowed only for public schools, government facilities, or regional community centers subject to the following standards:

- A. One digital message sign shall be allowed in lieu of an Electronic Reader Board Sign.
- B. A digital message sign shall not be located closer than one-thousand feet, as measured along the adjacent right-of-way, from another digital message sign or electronic readerboard sign.
- C. The digital message sign shall be a monument sign and shall not exceed a height of seven feet.

- D. The digital message sign shall not exceed 64 square feet in total area. The electronic portion shall not exceed 60 percent of the square footage of the side of the sign where the electronic message is located.
- E. The digital message sign shall be programmed to operate only during the hours of 6am-10pm.

Section 10. That Sumner Municipal Code Section 18.44.185 is hereby amended to read as follows:

18.44.185 ~~City~~ Public agency informational signs.

~~City~~In lieu of one permitted digital message sign, a public agency informational signs may be erected on ~~city~~ property owned or controlled by the city, library district or school district for the purpose of informing the public of ~~city~~ agency-sponsored events, meetings, and information associated with city or district business, subject to the location restrictions below. ~~City~~Such agency informational signs shall contain no commercial advertising. ~~City informational signs~~ Signs may be monument, freestanding or wall signs. Height of a freestanding sign shall not exceed 15 feet, except that in the East Main Street Design area signs shall be either low monument signs or wall signs. Sign area and shall not exceed a total of 75 square feet and 37.5 square feet per side. ~~City~~Informational signs may include digital messaging signs or an electronic reader board sign (ERBS), provided:

- A. ERBS shall not display more than one message per eight seconds.
- B. Animation between messages shall not be allowed.
- C. The digital message and ERBS portion cannot exceed 75 percent of the square footage of the side of the sign where the electronic message is located.
- D. Only one ~~ERBS~~public agency informational sign is allowed per site and parcel.
- E. The difference between the off and solid-message measurement using the ERBS measurement criteria shall not exceed 0.3 foot-candles over ambient lighting conditions when measured at the recommended distance, based on the ERBS size. The measurement distance shall be calculated by using the following formula: measurement distance = the square root of the (area of the sign square feet x 100).
- F. ERBS shall be programmed to automatically adjust illumination for all times of day and night based on ambient light conditions using photocell technology.
- G. ERBS shall be programmed to operate only during the hours of 6am-10pm.
- H. Public agency informational signs are not allowed in residential zones, and not allowed at city parks and trails; except that one is allowed at the high school site on Main Street and at the regional stadium on Valley Avenue facing Valley Avenue.

- I. An electronic reader board sign shall not be located closer than one-thousand feet, as measured along the adjacent right-of-way, from another electronic readerboard sign or digital message sign.

Section 11. That Sumner Municipal Code Section 18.44.200 is hereby amended to read as follows:

18.44.200 Signs permitted in all districts. The following signs are permitted in all zoning districts within the city subject to the provisions of Articles II and III of this chapter:

- A. City entrance sign;
- B. Construction sign;
- C. Nonpolitical sign;
- D. Political sign
- E. Real estate sign;
- F. Public agency ~~Informational sign and city informational sign;~~
- G. Temporary signs;
- H. Incidental sign;
- I. Neighborhood ~~Community bulletin board;~~
- J. Informational or Non~~advertising or nonpromotional sign.;~~
- K. Digital message sign.

Section 12. That Sumner Municipal Code Section 18.44.230(C)(8) is deleted, as follows:

~~18.44.230(C)(8) Digital Message Signs.~~

~~Digital message signs in the neighborhood commercial zone shall be allowed only for schools, or regional community centers subject to the following standards:~~

- ~~a. The digital message sign shall be considered a freestanding sign as per subsection (C)(1)(b) of this section.~~
- ~~b. The digital message sign shall not exceed a height of seven feet.~~
- ~~c. The digital message sign shall not exceed 63 square feet in area. The electronic portion shall not exceed more than 60 percent of the total sign area.~~
- ~~d. The digital message sign shall be a monument sign.~~

Section 13. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 14. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 15. Effective Date. This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this _____ day of 2022.

Mayor Kathy Hayden

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date:



MEMORANDUM

DATE: July 7, 2022
TO: Mayor Hayden and City Council
FROM: Ann Siegenthaler, Senior Planner
RE: **AMENDMENTS FROM THE FLOOR:**
Electronic Reader Board Signs and Digital Message Signs - Ordinance No. 2823

I. AMENDMENT #1

Sponsor: Councilmember Brown

I move to amend Section 5 of Ordinance 2823, which adds a *definition for public agency informational sign*, to read: "does not include digital message sign or electronic reader board sign."

FURTHER,

I move to amend Section 10 of Ordinance No. 2823, which amends Section *18.144.185 City informational signs*, by striking the last sentence of the first paragraph: "Informational signs may include digital messaging signs or an electronic reader board sign (ERBS)" AND by striking all of the subsequent text, and striking subsections A through I, so that public agency informational signs will not be allowed to include a digital message sign or an electronic reader board sign.

IF AMENDMENT PASSES: The code would still allow agencies one digital message sign (DMS) under separate Section 18.44.180, or one public agency sign under Section 18.44.185, but code would not allow that public agency sign under 18.44.185 to have any digital message portion, nor electronic reader board portion.

CODE AS AMENDED:

18.44.185 Public agency informational signs.

In lieu of one permitted digital message sign, a public agency informational sign may be erected on property owned or controlled by the city, library district or school district for the purpose of informing the public of agency-sponsored events, meetings, and information associated with city or district business, subject to the location restrictions below. Such agency informational signs shall contain no commercial advertising. Signs may be monument, freestanding or wall signs.

Height of a freestanding sign shall not exceed 15 feet, except that in the East Main Street Design area signs shall be either low monument signs or wall signs. Sign area shall not exceed a total of 75 square feet and 37.5 square feet per side. ~~Informational signs may include digital messaging signs or an electronic reader board sign (ERBS), provided:~~

~~A. ERBS shall not display more than one message per eight seconds.~~

~~B. Animation between messages shall not be allowed.~~

~~C. The digital message and ERBS portion cannot exceed 75 percent of the square footage of the side of the sign where the electronic message is located.~~

~~D. Only one public agency informational sign is allowed per site and parcel.~~

- ~~E. The difference between the off and solid message measurement using the ERBS measurement criteria shall not exceed 0.3 foot-candles over ambient lighting conditions when measured at the recommended distance, based on the ERBS size. The measurement distance shall be calculated by using the following formula: measurement distance = the square root of the (area of the sign square feet x 100).~~
- ~~F. ERBS shall be programmed to automatically adjust illumination for all times of day and night based on ambient light conditions using photocell technology.~~
- ~~G. ERBS shall be programmed to operate only during the hours of 6am-10pm.~~
- ~~H. Public agency informational signs are not allowed in residential zones, and not allowed at city parks and trails; except that one is allowed at the high school site on Main Street and at the regional stadium on Valley Avenue facing Valley Avenue.~~
- ~~I. An electronic reader board sign shall not be located closer than one thousand feet, as measured along the adjacent right-of-way, from another electronic readerboard sign or digital message sign.~~

II. AMENDMENT #2

Sponsor: Councilmember Hochstatter

"I move to amend Section 10 of Ordinance No. 2823, which amends Section 18.144.185 *City informational signs*, by striking the third and fourth sentences, and replacing that with a sentence that reads: "Signs shall be monument signs only."

IF AMENDMENT PASSES: The code would allow the City, library, schools and the stadium to have one Electronic Reader Board Sign (ERBS) but would require the sign to be a monument sign, which is a sign mounted at the ground and which is limited in height to 7 feet. The ERBS could not be mounted on a pole nor mounted on a wall.

CODE AS AMENDED:

18.44.185 Public agency informational signs.

In lieu of one permitted digital message sign, a public agency informational sign may be erected on property owned or controlled by the city, library district or school district for the purpose of informing the public of agency-sponsored events, meetings, and information associated with city or district business, subject to the location restrictions below. Such agency informational signs shall contain no commercial advertising. Signs shall be monument signs only. ~~Signs may be monument, freestanding or wall signs. Height of a freestanding sign shall not exceed 15 feet, except that in the East Main Street Design area signs shall be either low monument signs or wall signs.~~ Sign area shall not exceed a total of 75 square feet and 37.5 square feet per side.

Informational signs may include digital messaging signs or an electronic reader board sign (ERBS), provided:

- A. ERBS shall not display more than one message per eight seconds.
- B. Animation between messages shall not be allowed.
- C. The digital message and ERBS portion cannot exceed 75 percent of the square footage of the side of the sign where the electronic message is located.
- D. Only one public agency informational sign is allowed per site and parcel.
- E. The difference between the off and solid-message measurement using the ERBS measurement criteria shall not exceed 0.3 foot-candles over ambient lighting conditions when measured at the recommended distance, based on the ERBS size. The measurement distance shall be calculated by using the following formula: measurement distance = the square root of the (area of the sign square feet x 100).
- F. ERBS shall be programmed to automatically adjust illumination for all times of day and night based on ambient light conditions using photocell technology.
- G. ERBS shall be programmed to operate only during the hours of 6am-10pm.

- H. Public agency informational signs are not allowed in residential zones, and not allowed at city parks and trails; except that one is allowed at the high school site on Main Street and at the regional stadium on Valley Avenue facing Valley Avenue.
- I. An electronic reader board sign shall not be located closer than one-thousand feet, as measured along the adjacent right-of-way, from another electronic readerboard sign or digital message sign.

SUMMARY OF CHANGES – Electronic Reader Board Signs and Digital Message Signs

Electronic Reader Board Signs (ERBS)		
CURRENT CODE	PROPOSED CHANGES	AMENDMENTS PROPOSED 07/05/22
Locations	Locations	
- City facilities only - Previous code allows ERBS west of river	- Add library - Add high school, only on Main Street - Add stadium, only on Valley Avenue - Prohibit at parks & residential areas - Restore allowance for ERBS west of river (unintentionally dropped during zone change)	<u>Councilmember Brown:</u> - Remove all allowances for ERBS (don't allow at city facilities, schools, library or stadium). - Ok to keep provision for ERBS in the previously adopted areas (west of river, Interchange Commercial zone).
Size and height	Size and height	
- Only 1 allowed - On pole, monument (ground-mounted) or wall 28 s.f. per side	- Add height limit height: 15 feet tall 7 feet on East Main (library) - Limit hours 6am-10pm - Must be 1,000 ft from another ERBS/DMS	<u>Councilmember Hochstatter:</u> ERBS must be monument signs (ground-mounted) only; remove pole- and wall-mounted allowances.
Digital Message Signs (DMS)		
CURRENT CODE	PROPOSED CHANGES	AMENDMENTS PROPOSED
Locations	Locations	
- Schools in Neighborhood Commercial zone - Previous code allows at YMCA	- Allow schools, YMCA & government in any zone - Restore allowance for YMCA (unintentionally dropped during zone change)	
Size and height	Size and height	
7 feet tall - Monument style (ground-mounted) 19 s.f. per side	- Can only have 1 not 2 - Limit hours 6am-10pm - Must be 1,000 ft from another DMS/ERBS	



STAFF REPORT

DATE: July 5, 2022
TO: Mayor Hayden and City Council
FROM: Ann Siegenthaler, Senior Planner
RE: 2022 Comprehensive Plan Update – **Electronic Reader Board Signs Code Amendments**

I. BACKGROUND / WHY THE AMENDMENTS ARE BEING PROPOSED

In February 2022, the City Council opened the application process to accept applications for amending the Comprehensive Land Use Plan and Zoning Code. No applications from the public were received; City staff have proposed one amendment to the Comprehensive Plan text (no map change) and two updates to the Zoning Code regulations, including the proposal described below. The Planning Commission determined in April 2022 that these changes were eligible for consideration during the 2022 amendment process. The Commission evaluated these proposals at two meetings in April 2022 and held a public hearing in May 2022.

This amendment is proposed by staff to expand allowances in the Sign Code (SMC 18.46) for Electronic Reader Board Signs (ERBS) and Digital Message Signs (DMS). The proposed amendments would allow ERBS and DMS for the school district, library district and government facilities. There is no current project associated with this code amendment. The City Council reviewed this proposal at two study sessions in June 2022.

II. DESCRIPTION OF PROPOSAL

The proposal is to update the Sumner sign code mainly to allow a City, library district or school district Electronic Reader Board Sign (ERBS) and a Digital Message Signs (DMS) in limited locations. Changes are summarized below.

A. Update provisions for Electronic Reader Board Signs (ERBS)

An ERBS is a sign that includes arrays of internal light bulbs that convey text and/or graphics through intermediate flashing and animated images. As examples, the Old Cannery has an ERBS on its west wall; the Ford dealership on Auto Lane also has a wall-mounted ERBS.

The Sign Code already allows ERBS at the City Hall site and other City facilities (although none exist at present). The proposal would allow ERBS for other public agencies at limited locations. An ERBS could only be used for non-commercial, non-advertising purposes; the intent is to use it to display information related to public events and meetings, special events, and agency information. Because of the potential impacts of ERBS, the proposed code intentionally limits the locations of these signs to just a few sites. Code would continue the allowance for ERBS at City Hall, and also update the code as follows:

1. Expand locations where allowed for public agencies:
 - Allow 1 ERBS for Library District
 - Allow 1 ERBS at High school only on Main Street
 - Allow 1 ERBS at Stadium on Valley Avenue, facing Valley Avenue
 - Prohibit at parks & residential areas
 - Restore allowance for ERBS west of river (unintentionally dropped during zone change)

2. Additional standards: Since these signs display animated images, the proposed code includes additional criteria to minimize impacts and glare.
 - Add height limit height 15 feet but 7 feet on East Main Street
 - Limit hours 6am-10pm
 - Must be 1,000 ft from another ERBS/DMS.
3. The proposal would also add a definition for “public agency informational sign” which would allow ERBS at the other public facility sites.

B. Clarify ERBS allowances in Town Center

The current Sign Code allows ERBS in the former General Commercial zone west of the river (e.g. where Old Cannery ERBS is located). When that area became Town Center zone, the ERBS allowance was carried over to that portion of Town Center. However, a different section in the Sign Code was never corrected; therefore, the list under “prohibited signs” in the Sign Code does not clearly state that ERBS are allowed west of the river. The proposed code update ensures that there’s no conflicting language for the currently allowed ERBS west of the White River (e.g. Old Cannery sign).

C. Update allowance for Digital Message Signs (DMS)

The current code allows a Digital Message Sign (DMS) in Neighborhood Commercial zones, which allowed the YMCA sign. However, the zoning for that site changed some time ago to General Commercial where a DMS is not allowed. The proposed code would fix that by allowing a DMS in any zone for regional community centers (i.e. YMCA). The proposed code would also affect DMS signs at schools. The current code allows a DMS for schools in Neighborhood Commercial zone. Currently the high school and middle school have DMS signs, but these are nonconforming signs, since they are not located in the NC zone. The code change would allow a DMS for schools in any zone. Existing school signs would still be nonconforming to the DMS standards, but the code would allow a DMS at school sites where they are currently not allowed at all.

1. Clarify locations where DMS allowed:
 - Allow 1 for schools in any zone
 - Allow 1 for government agencies (e.g. City) in any zone
 - Restore allowance for YMCA (unintentionally dropped during zone change).
2. Additional standards: DMS have much lower light levels and are not animated like ERBS. However, to address any impacts, the code proposes:
 - Can only have 1 not 2
 - Limit hours 6am-10pm
 - Must be 1,000 ft from another DMS/ERBS.

D. Add performance standards for non-commercial signs

The Sign Code allows a variety of non-commercial signs to be located in any zone. These include neighborhood bulletin boards, informational signs (e.g. a wetland interpretive sign), public agency sign (e.g. City ERBS). Since these types of signs are allowed in any zone, performance standards are proposed to limit impacts, such as size limits on informational signs.

E. General cleanup of conflicting terms and redundant sections

The proposal includes several additional “cleanup” revisions. The Sign Code has several definitions related to lighted/animated signs. The proposal will eliminate redundant or confusing definitions, clarify language related to non-commercial signs and definitions, and clarify more specifically which types of signs are allowed.

The specific proposed code updates are shown in Ordinance 2823, attached as an Exhibit.

III. ANALYSIS

The proposed Zoning Code amendments are consistent with the intent and policies of the Comprehensive Plan, including the policies discussed below. Further, the proposal is consistent with the purpose of the Sumner Sign Code (Chapter 18.44) in striking a balance between allowing signs and minimizing potential

impacts. The Sign Code regulates signs and street graphics “...while recognizing the needs of businesses and convenience of pedestrians and motorists; to encourage creative and innovative design; to maintain and enhance the aesthetic environment and the city’s ability to attract sources of economic development and growth; to reduce traffic hazards caused by unregulated signs which may distract, confuse, and impair the visibility of motorists and pedestrians...”

Land Use Element

The proposal is consistent with Comprehensive Plan policies and goals for establishing land uses in appropriate areas and managing incompatible uses. The proposal would allow ERBS in targeted areas only, and establishes performance standards to minimize impacts. Further, the proposal is consistent with the following specific policies:

- 1.1 *Ensure... appropriate transitions so that more intensive uses do not adversely impact adjacent uses.*
 - 1.1.1 *Maintain the design guidelines and ordinances to achieve compatible and attractive new residential, commercial, and industrial uses.*
 - 1.1.2 *Maintain zoning and subdivision regulations to ensure adequate setbacks, landscaping, and buffering are required where land use conflicts and impacts may occur.*

Economic Development Element

The proposal is consistent with the overall intent of the Economic Development Element as it would support community engagement in civic functions and community events, by communicating event information to the public. Further, the proposal is consistent with the following specific policies:

- 5.0 *Promote downtown as the town’s cultural, historic and activity center of the entire community.*
- 5.1 *Invest adequate resources in ways which strengthen downtown. Whenever possible, these monies shall be used to leverage additional dollars from public and private sources for improvements.*
- 5.3 *Promote a diversity of uses within the downtown, which support the activity base by providing employment, recreational, residential, and a variety of commercial activities.*
- 5.4 *Give downtown locations highest priority when siting city and government facilities such as libraries and administration offices, which have significant employment or destination potential.*
- 5.7 *Work with other organizations to promote civic and community events which foster community pride and promote the downtown and other critical commercial areas.*

Community Character Element

The proposal is consistent with the overall intent of the Community Character Element as it would allow ERBS to display messages to the public about community events and community meetings, in support of civic facilities and community services. It also includes performance standards to minimize incompatibility between land use types and to maintain community character. Further, the proposal is consistent with the following specific policies:

- 1.2 *Endeavor to maintain a complete community, consistent and compatible in character and design, containing housing, shops, work places, schools, parks, civic facilities, and community services essential to the daily life of residents.*
- 3.0 *Reinforce the downtown as the town center and commercial and cultural center of Sumner.*
 - 3.1 *Plan for the downtown as Town Center and the community core encouraging a combination of commercial, civic, cultural, recreational, and residential uses.*
 - 3.1.1 *Provide for community festivals, outdoor markets, performing arts, or other community events for all ages to promote business and activities in the Downtown.*

CONCLUSION: The proposed amendment is consistent with the stated purpose of the Sign Code. It is also consistent with the intent and vision of the City’s Comprehensive Plan in that the amendments would provide a means of sharing information about community events, thereby promoting the economic vitality of the community; and would establish standards to minimize the potential impacts of electronic reader board signs, thereby protecting the streetscape and community character.

The State Environmental Policy Act (SEPA) analysis of the proposed amendment, including review of the environmental checklist, has been completed. A SEPA Determination of Non-Significance was issued April 11, 2022.

V. PUBLIC & AGENCY COMMENTS

No public or agency comments have been received since the opening of the public comment period.

VI. STAFF RECOMMENDATION

Staff recommends approval of the proposal.

VII. PLANNING COMMISSION RECOMMENDATION

Planning Commission voted 4-0 to recommend approval to the City Council.

VIII. EXHIBITS

A. Ordinance No. 2823 for adopting changes

SUBJECT: Ordinance No. 2824 - 2022 Zoning Code Text Amendments: Gas Stations

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2824 - 2022 Zoning Code Text Amendments (Gas Stations)
 2. Staff Report
-

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND:

During the 2022 Comprehensive Plan Update process, 3 proposals submitted by staff:

1. Comprehensive Plan text amendment to residential densities descriptions;
2. Zoning Code update to allow Electronic Reader board Signs and miscellaneous sign regulations update; and
3. Zoning Code update to prohibit gas stations in General Commercial zones.

The Planning Commission evaluated the proposals at a study session in April 2022 and held a public hearing in May 2022. After the public hearing, the Commission voted unanimously to recommend approval to the City Council. The City Council reviewed the proposals at two study sessions in June.

Proposal #3 Ordinance 2824–Gas Stations: This proposal is to update Zoning Code regulations to limit the areas where gas stations are allowed, in order to limit impacts such as noise, glare, odors/emissions, and limit gas stations as an incompatible use in the downtown and prime commercial core areas in Sumner. The proposal would:

- Prohibit gas stations in the General Commercial zone.
 - Allow gas stations only in Interchange Commercial zone and Industrial zones.
 - Allow gas stations to expand up to 25% like other nonconforming uses.
 - Allow any upgrades necessary to meet changing technology, safety, and government regulations (beyond the 25% allowance).
 - Update definitions for clarity.
-

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 6/27/2022

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Adopt Ordinance No. 2824 - 2022 Zoning Code Text Amendments: Gas Stations

**ORDINANCE NO. 2824
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, UPDATING ZONING REGULATIONS FOR GAS STATIONS; AMENDING CHAPTER 18.04 DEFINITIONS; CHAPTER 18.16 TO PROHIBIT GAS STATIONS IN THE GENERAL COMMERCIAL ZONE; CHAPTER 18.18 TO CLARIFY GAS STATIONS AS ALLOWED USE IN INDUSTRIAL ZONES; CHAPTER 18.30 TO PROHIBIT GAS STATIONS IN THE EAST SUMNER GENERAL COMMERCIAL ZONE; AND CHAPTER 18.46 NONCONFORMING USES AND STRUCTURES RELATED TO GAS STATIONS; AND AMENDING SMC SECTIONS 18.04.0415, 18.16.020, 18.16.080, 18.18.020, 18.30.030, 18.46.040, 18.46.050, AND 18.46.070.

WHEREAS, the City Council finds that gas stations are generally not compatible with other uses in the downtown area or in core commercial areas such as the General Commercial zone; and

WHEREAS, the City Council finds that placing limits on locations and expansion of gas stations helps address potential impacts from gas stations such as noise, glare, odors/emissions; and

WHEREAS, the City Council finds that it is in the public interest to limit the locations for gas stations to protect the design character and streetscapes of commercial areas; and

WHEREAS, on April 7, 2022, the Planning Commission held study session on the proposed amendments, followed by a duly-advertised public hearing on May 5, 2022; and

WHEREAS, on May 5, 2022 the Planning Commission voted by a 4-0 vote to recommend adoption by the City Council of the proposed zoning regulations updates as set forth in this ordinance; and

WHEREAS, this proposal was forwarded to the Washington State Department of Commerce for the Expedited 15-day State review per the Growth Management Act on April 14, 2022; and

WHEREAS, the City Council finds the proposed amendments to be consistent with the Sumner Comprehensive Plan and the Sumner Municipal Code criteria for Zoning Code amendments;

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

Section 1. That Sumner Municipal Code Chapter 18.04 Definitions is hereby amended to read as follows:

18.04.0415 Gasoline service station.

“Gasoline service station or gas station” means an automotive ~~retail sales and service use in which use providing retail sales of~~ fuel for motorized vehicles ~~is sold~~, and in which accessory uses may include, tow trucks, minor vehicle repair, car wash facilities, ~~and a~~ convenience store, and electric vehicle charging stations.

Section 2. That Sumner Municipal Code Chapter 18.16 Commercial Districts, Section 18.16.020 Principal and conditional uses, is hereby amended to read as follows:

18.16.020 Principal and conditional uses.

		NC	GC	IC
[...]	[...]	[...]	[...]	[...]
16.	Existing residential dwellings lawfully constructed as of the effective date of the ordinance codified in this title	P	P	P
17.	Family child care home or family child day care home in accordance with the provisions of SMC 18.16.025; and child day care centers	P	P	P
18.	Gasoline service stations and convenience stores with gasoline sales⁹	–	CUP –	P
19.	Hazardous waste on-site treatment and storage facilities	–	CUP	–
20.	Health and fitness club ⁹	P ⁷	P	P
21.	Heavy equipment repair, accessory to a permitted use ⁹	–	–	P
22.	Heavy equipment sales	–	–	CUP
23.	Hospitals	CUP	CUP	CUP
24.	Hotels, bed and breakfasts and tourist homes ⁹	P	P	P
25.	Light manufacturing, fabrication, assembling and repairing, excluding vehicle repair, subject to SMC 18.16.080(S)	–	CUP	–
26.	Light-medium equipment sales	–	–	P
[...]	[...]	[...]	[...]	[...]

[...]

⁹Truck-related parking allowed in the interchange commercial truck parking overlay area zone per SMC 18.42.046.

[...]

Section 3. That Sumner Municipal Code Chapter 18.16 Commercial Districts, Section 18.16.080 Performance standards is hereby amended to add a standard as follows:

18.16.080 Performance standards.

The following special requirements and performance standards shall apply to properties located in the commercial districts:
[...]

Z. Odor and emissions. Gas stations shall not create odor in such quantities as to be readily detectable beyond the boundaries of the site, or produce air emissions that are not compliant with regional, state, and federal emission standards, and shall utilize best available control technologies to reduce odors and emissions.

Section 4. That Sumner Municipal Code Chapter 18.18 Manufacturing Districts, Section 18.18.020 Principal, administrative and conditional uses, is hereby amended to read as follows:

18.18.020 Principal, administrative and conditional uses.

		M-1	M-2	MICO (M-1/M-2)
1.	Accessory parks and recreation facilities for use by on-site employees	P	P	P
[...]	[...]	[...]	[...]	[...]
20.	Food manufacturing, processing or package plants, under 10,000 square feet, excluding slaughtering facilities	A ¹	P	A ¹ /P
<u>21.</u>	<u>Gasoline service stations</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>24,22.</u>	Hazardous waste off-site treatment and storage facilities			
[...]	[...]	[...]	[...]	[...]
<u>50.</u>	<u>Service stations</u>	<u>P</u>	<u>P</u>	<u>P</u>
51.	Soil mixing	P	P	P
[...]	[...]	[...]	[...]	[...]

Section 5. That Sumner Municipal Code Chapter 18.30 East Sumner Urban Village Overlay District, Section 18.30.030 Principal and conditional uses, is hereby amended to read as follows:

18.30.030 Principal and conditional uses.

		NC/ESUV	GC/ESUV
1.	Accessory parks and recreation facilities for use by on-site employees or residents	P	P

[...]	[...]	[...]	[...]
16.	Family child care home or family child day care home in accordance with the provisions of SMC 18.16.025, and child day care centers	P	P
17.	Gasoline service stations and convenience stores with gasoline sales	--	CUP --
18.	Health and fitness club	P ³	P
[...]	[...]	[...]	[...]

Section 6. That Sumner Municipal Code Chapter 18.46 Nonconforming Use Provisions, Section 18.46.040 Nonconforming uses, is hereby amended to read as follows:

18.46.040(G) The following provisions shall apply to nonconforming multifamily uses and nonconforming commercial and professional service uses:

1. Nonconforming multifamily and commercial and professional service uses may expand up to 25 percent of their square footage, including such expansions that consist of structural alterations, by conditional use permit; except that expansion may not occur if it is necessary to purchase additional property. The expansion shall meet the development standards of the zone such as setbacks, lot coverage and building height.
2. No additional dwelling units may be added, except that dwelling units may be added to a nonconforming commercial use;
3. Structures devoted to a nonconforming use may be rebuilt after a fire or other disaster to original dimensions unless a health or safety impact would occur;
4. When a nonconforming commercial or professional service business ceases and a change of use is proposed, the site shall be treated as nonconforming and shall follow the nonconforming provisions indicated above and other portions of this chapter.
5. Gas stations that are a nonconforming use are allowed the following upgrades and expansions, beyond the 25 percent square footage allowed in 18.46.040(G)(1):
 - a. Upgrades to appurtenances and fuel system components, such as pumps, tanks, vapor recovery systems, and incidental outdoor equipment, to address safety concerns or as required by state or federal regulations;
 - b. Expansion or upgrades of retail convenience store area; and
 - c. Addition or expansion of electric vehicle charging stations.

[...]

Section 7. That Sumner Municipal Code Chapter 18.46 Nonconforming Use Provisions, Section 18.46.050 is hereby amended to read as follows:

18.46.050 Nonconforming structures.

Where a lawful structure exists at the effective date of adoption of the ordinance codified in this title that could not be built under the terms of this title by reason of restrictions on area, lot coverage, height, yards or other characteristics of the structure, it may be continued so

long as the structure: 1) is not a structure devoted to a nonconforming use subject to SMC 18.46.040(G); and 2) remains otherwise lawful subject to the following provisions:
[...]

Section 8. That Sumner Municipal Code Chapter 18.46 Nonconforming Use Provisions, Section 18.46.070 is hereby amended to read as follows:

18.46.070 Health or safety improvements.

Nothing in this title shall be deemed to prevent the strengthening or restoring to a safe condition of any nonconforming building or part thereof declared to be unsafe by order of the building official charged with protecting the public safety. Alterations or expansion of a nonconforming use which are required by law or a public agency in order to comply with public health, environmental or safety regulations are the only alterations or expansions allowed.

Section 9. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 10. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 11. Effective Date. This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this _____ day of 2022.

Mayor Kathy Hayden

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date:



STAFF REPORT

DATE: July 5, 2022
TO: Mayor Hayden and City Council
FROM: Ann Siegenthaler, Senior Planner
RE: 2022 Comprehensive Plan Update – **Gas Stations Code Amendments**

I. BACKGROUND / WHY THE AMENDMENTS ARE BEING PROPOSED

In February 2022, the City Council opened the application process to accept applications for amending the Comprehensive Land Use Plan and Zoning Code. No applications from the public were received; City staff have proposed one amendment to the Comprehensive Plan text (no map change) and two updates to the Zoning Code regulations, including the proposal described below. The Planning Commission determined in April 2022 that these changes were eligible for consideration during the 2022 amendment process. The Commission evaluated these proposals at two meetings in April 2022 and held a public hearing in May 2022.

The purpose of this amendment is to limit the areas where gas stations are allowed within the city. These restrictions are needed to address: 1) concern from neighborhoods about impacts such as noise, glare, odors/emissions; and 2) concern that gas stations are not a compatible use in the downtown or in prime commercial core areas in Sumner. The City Council reviewed this proposal at two study sessions in June 2022.

II. DESCRIPTION OF PROPOSAL

The proposed zoning code amendments would limit the areas where gas stations are allowed within the City. The code will also restrict the ability of existing gas stations in most commercial zones to expand. Currently, gas stations are allowed in two commercial zones and in both industrial zones; the proposal would prohibit gas stations in the General Commercial zone. The code will also restrict the ability of existing gas stations in the General Commercial zone to expand. The proposal will also update definitions for clarity, and update the nonconforming use provisions in the code.

A. Update definition related to gas stations

Gas stations are considered commercial uses that provide retail sales of fuel. The definition does not include wholesale or private fuel companies that distribute fuels to retailers or serve on-site fleets. Proposal would clarify the terms in this definition. Proposal would also update the permitted use tables to consistently use the term “gas stations” versus service stations.

B. Limit zones where gas stations are allowed

Currently, gas stations are not allowed in Residential zones, Neighborhood Commercial (NC, ESUV/NC) zones, and Town Center Plan (TCP) area. They are allowed in General Commercial (GC), East Sumner General Commercial (ESUV/GC), Interchange Commercial (IC), and Industrial zones.

Proposed code would allow gas stations only in these areas:

- Interchange Commercial (IC) zone – Examples: South of SR410, SR167 interchange at 24th Street.
- Industrial (M1/M2/MICO) zones – Examples: Along 142nd Ave East, along West Valley Hwy.

C. Nonconforming uses

By prohibiting gas stations in certain areas, the proposal will create a nonconforming use status for a few existing gas stations. There are currently 4 gas stations that are or will become nonconforming:

- | | |
|--|---|
| • Fred Meyer fuel station (Valley Ave) | GC zone, will become nonconforming |
| • Pacific Pride (at Snider Petroleum, Cannery Way) | GC zone, will become nonconforming |
| • Proposed 7-11 & gas station (Valley Ave/Main) | GC zone, will become nonconforming |
| • Arco gas & store (Main/Traffic) | TCP, nonconforming since 2018 TCP rezoning. |

Current code greatly limits alterations or expansion of nonconforming uses (typical at most cities). Allowances/restrictions in current code are, generally:

- Use may continue.
- Limited expansion of area or buildings, up to 25 percent.
- Limited structural alterations.
- May be rebuilt after a fire/disaster to original dimensions.

Proposed code would apply these restrictions to nonconforming gas stations. Gas stations are not considered compatible uses in the downtown or prime commercial areas; therefore, it is recommended that expansion be limited to 25 percent, an extent similar to what current code allows for other commercial nonconforming uses. However, beyond this 25 percent, the proposed code would allow minor alterations/upgrades to gas station equipment to allow for compliance with new laws and changing technology. Note that there are at least 4 existing gas stations located in Interchange Commercial or Industrial zones that will not be affected by this code change. The specific proposed code updates are shown in Ordinance 2824, attached as an Exhibit.

III. **ANALYSIS**

The proposed amendments to the Zoning Code are consistent with the intent and policies of the Comprehensive Plan including the policies below.

Land Use Sub-Element

The proposal is consistent with the overall intent of the Land Use Sub-Element as it is intended to promote compatibility of land uses in commercial areas, particularly in the downtown and along primary arterials. Further, the proposal is consistent with the following specific policies:

1.1 Ensure that appropriate transitions so that more intensive uses do not adversely impact adjacent uses.

1.1.1 Maintain the design guidelines and ordinances to achieve compatible and attractive new residential, commercial, and industrial uses.

Economic Development Element

The proposal is consistent with the overall intent of the Economic Development Element as it would allow gas stations as providing an important service to the community, while limiting locations in order to support pedestrian-friendly commercial areas and minimize impacts on other types of commercial services. Further, the proposal is consistent with the following specific policies:

5.14 Promote businesses that meet the daily needs of residents – markets, dry cleaners, laundromats, eateries, pharmacies, banks, pet stores, beauty salons/barbershops, etc.

5.6 In conjunction with interested parties, improve the visual appearance of downtown through public and private measures for beautification, facade improvements, and preservation of historic properties, design strategies, maintenance, and streetscape improvements.

Community Character Element

The proposal supports goals in the Community Character Element to maintain pedestrian-friendly streetscapes and promote uses that rely less on the automobile, while allowing for a mix of uses. Further, the proposal is consistent with the following specific policies:

1.1 Encourage development which enhances the human, pedestrian scale, creating a sense of community and place.

- 1.2 *Endeavor to maintain a complete community, consistent and compatible in character and design, containing housing, shops, work places, schools, parks, civic facilities, and community services essential to the daily life of residents.*
- 2.0 *The Sumner community should be designed so that housing, jobs, daily needs, and other activities are within easy walking distance of each other.*
- 2.4 *Through the use of form-based code, street and design standards promote pedestrian and bicycle friendly streets with trees and other amenities that enhance the streetscape.*
- 3.7 *The City should, in partnership with the Sumner Downtown Promotion Association, actively recruit and promote pedestrian-oriented retail, service, and mixed uses. Uses that require outdoor storage, provide offsite services, or have little walk-in trade as primary parts of their businesses should be oriented to secondary locations in Downtown away from Main Street and Alder Avenue and designated Activity Centers.*

Environment Element

The proposal is consistent with the goals in the Environment Element to maintain air and water quality. While the proposal does not directly impact air and water, reducing the number of gas stations within city limits may reduce the potential for adverse impacts to air quality and water quality. The proposal is consistent with the policies below.

- 1.1 *Protect air quality from adverse impacts.*
- 1.4 *Protect surface water quality and quantity from significant degradation as required by state and federal law.*
- 1.5 *Protect groundwater quality within the aquifer recharge area from substantial degradation.*

CONCLUSION: The proposed amendment is consistent with the intent and vision of the City's Comprehensive Plan in that the amendments would promote the economic vitality and prosperity of Sumner. The amendment would allow gas stations to remain in Sumner, while restricting them from prime commercial areas where the emphasis is on walkability and attractive community character. Gas stations would be allowed to locate in the Interchange Commercial zone and Industrial zones, thus maintaining a necessary commercial service in Sumner.

IV. SEPA ENVIRONMENTAL REVIEW

The State Environmental Policy Act (SEPA) analysis of the proposed amendment, including review of the environmental checklist, has been completed. A SEPA Determination of Non-Significance was issued April 11, 2022.

V. PUBLIC & AGENCY COMMENTS

Public notice was provided in accordance with Sumner code. No agency comments were received during the public comment period. Notice of the public hearing and comment opportunity was sent to property owners of 4 gas stations in Sumner that would be affected by the proposed restrictions. One public comment was received during the comment period. Ms. Rachel Oberg, Chair of the Sumner Healthy Neighborhoods Alliance, spoke at the hearing and asked the Commission to support the proposed gas station regulations.

VI. STAFF RECOMMENDATION

Staff recommends approval of the proposal.

VII. PLANNING COMMISSION RECOMMENDATION

Planning Commission voted 4-0 to recommend approval to the City Council.

VIII. EXHIBITS

- A. Ordinance No. 2824 for adopting changes

SUBJECT: Ordinance No. 2827 - Comcast Franchise Renewal (First Reading)

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2827 - 2022 Comcast Franchise Agreement Renewal
-

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

In 2017, the City renewed its franchise agreement with Comcast, for a term ending August 2022. In 2020, the members of the Rainier Cable Commission undertook a collective effort to negotiate a model franchise agreement with Comcast, that would allow all the members to have consistent terms with one another. The model franchise was finalized in 2021, and the City of Sumner is ready to adopt the new model franchise agreement (with minor modifications to fit the needs of the City). The proposed term for this franchise is 10 years. Tonight's presentation constitutes the first of two required readings for this ordinance before adoption.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 6/27/2022

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Conduct first reading of Ordinance 2827, regarding a renewal franchise agreement between the City of Sumner and Comcast Cable Communications Management LLC.

**ORDINANCE 2827
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR OR REMOVE CABLE TELEVISION FACILITIES WITHIN THE PUBLIC RIGHTS OF WAY OF THE CITY OF SUMNER (“GRANTOR”) TO COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC (“GRANTEE”).

WHEREAS, the Grantor is authorized by RCW 35A.47.040, as currently adopted or hereinafter amended, to grant one or more nonexclusive franchises to construct, operate and maintain Cable television related facilities within the boundaries of the Grantor; and

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the Grantor, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the Grantor after review of specific plans and confirmation of compliance with any applicable laws, codes, policies and regulations; and

WHEREAS, Grantee shall be responsible for its actual costs in using, occupying and repairing public ways, as well as costs incurred by virtue of relocations due to projects, development or emergencies; and

WHEREAS, the Grantor and Grantee desire to effectuate good coordination of the use of the rights of way within the City of Sumner; and

WHEREAS, in 2020, the City, as a member of the Rainier Cable Commission (RCC), undertook a collective effort to negotiate a model franchise agreement between Grantee and all of the RCC members; and

WHEREAS, the City’s current franchise agreement with Grantee expires in August, 2022; and

WHEREAS, the City Council of the City of Sumner conducted two readings of this ordinance pursuant to RCW 35A.47.040 on July 18, 2022 and August 8, 2022; and

WHEREAS, this ordinance was reviewed by the City Attorney as required by RCW 35A.47.040; and

WHEREAS, the Grantor finds that the franchise terms and conditions contained in this ordinance are in the public interest.

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

Section 1. Adoption. The Cable Franchise Agreement between the City of Sumner and Comcast Cable Communications Management, LLC for a term ending August 31, 2032 which is attached hereto as Exhibit A, is hereby adopted.

Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 3. Effective Date. A summary of this ordinance shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five (5) days from and after its passage, approval, and publication as provided by law.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 8th day of August, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC AND
THE CITY OF SUMNER, WASHINGTON**

**CABLE FRANCHISE AGREEMENT
TABLE OF CONTENTS**

SECTION 1. DEFINITIONS.....	1
SECTION 2. GRANT OF FRANCHISE	8
2.1 Grant	8
2.2 Use of Rights-of-Way	9
2.3 Effective Date and Term of Franchise	10
2.4 Franchise Nonexclusive	10
2.5 Police Powers.....	10
2.6 Competitive Equity	10
2.7 Familiarity with Franchise	12
2.8 Effect of Acceptance.....	12
SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS	12
3.1 Franchise Fee	12
3.2 Payments	13
3.3 Acceptance of Payment and Recomputation	13
3.4 Quarterly Franchise Fee Reports	13
3.5 Annual Franchise Fee Reports	13
3.6 Audits.....	13
3.7 Late Payments	14
3.8 Underpayments	14
3.9 Alternative Compensation	14
3.10 Maximum Legal Compensation.....	14
3.11 Additional Commitments Not Franchise Fee Payments.....	15
3.12 Tax Liability.....	17
3.13 Financial Records.....	17
3.14 Payment on Termination.....	17
SECTION 4. ADMINISTRATION AND REGULATION	18
4.1 Authority	18
4.2 Rates and Charges.....	18
4.3 Rate Discrimination	18
4.4 Filing of Rates and Charges.....	19
4.5 Cross Subsidization.....	19
4.6 Reserved Authority	19

4.7	Time Limits Strictly Construed	19
4.8	Franchise Amendment Procedure	19
4.9	Late Fees	20
4.10	Force Majeure	20
SECTION 5.	FINANCIAL AND INSURANCE REQUIREMENTS	21
5.1	Indemnification	21
5.2	Insurance	23
5.3	Letter of Credit.....	25
5.4	Bonds	26
SECTION 6.	CUSTOMER SERVICE	26
6.1	Customer Service Standards	26
6.2	Subscriber Privacy	26
6.3	Subscriber Contracts	26
6.4	Identification of Local Franchise Authority on Subscriber Bills.....	26
SECTION 7.	REPORTS AND RECORDS.....	27
7.1	Open Records.....	27
7.2	Confidentiality	27
7.3	Records Required.....	28
7.4	Annual Reports	28
7.5	Copies of Federal and State Reports	29
7.6	Complaint File and Reports	29
SECTION 8.	PROGRAMMING	29
8.1	Broad Programming Categories.....	29
8.2	Deletion or Reduction of Broad Programming Categories.....	30
8.3	Obscenity	30
8.4	Parental Control Device.....	31
8.5	Continuity of Service Mandatory.....	31
8.6	Services for the Disabled	31
SECTION 9.	ACCESS	31
9.1	Designated Access Providers.....	31
9.2	Channel Capacity and Use.....	31
9.3	Access Channel Assignments	35
9.4	Relocation of Access Channels.....	35
9.5	Support for Access Costs.....	35
9.6	Access Support Not Franchise Fees.....	36
9.7	Access Channel on Basic Service or Lowest Priced Tier	36
9.8	Change in Technology	36

9.9	Technical Quality.....	36
9.10	Access Cooperation	37
9.11	Return Line/Access Origination	37
9.12	Promotion of EG Access Schedule	37
SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION		37
10.1	Right to Construct.....	37
10.2	Joint Trenching/Boring Meetings	38
10.3	General Standard.....	38
10.4	Permits Required for Construction	38
10.5	Emergency Permits	38
10.6	Compliance with Applicable Codes.....	38
10.7	GIS Mapping	39
10.8	Minimal Interference	39
10.9	Prevent Injury/Safety	39
10.10	Hazardous Substances.....	39
10.11	Locates	40
10.12	Notice to Private Property Owners	41
10.13	Underground Construction and Use of Poles.....	41
10.14	Cable Drop Bonding	42
10.15	Prewiring.....	42
10.16	Repair and Restoration of Property.....	42
10.17	Acquisition of Facilities.....	42
10.18	Discontinuing Use/Abandonment of Cable System Facilities.....	43
10.19	Movement of Cable System Facilities for Grantor Purposes.....	43
10.20	Movement of Cable System Facilities for Other Entities	44
10.21	Temporary Changes for Other Permittees	44
10.22	Reservation of Grantor Use of Right-of-Way.....	45
10.23	Tree Trimming.....	45
10.24	Inspection of Construction and Facilities	45
10.25	Stop Work	46
10.26	Removal of Facilities from Poles.....	46
10.27	Work of Contractors and Subcontractors.....	46
SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS, AND TESTING.....		47
11.1	Subscriber Network	47
11.2	Standby Power	47
11.3	Emergency Alert Capability	47
11.4	Technical Performance	47
11.5	Cable System Performance Testing.....	48
11.6	Additional Tests	48

SECTION 12. SERVICE AVAILABILITY	49
SECTION 13. FRANCHISE VIOLATIONS	49
13.1 Procedure for Remedying Franchise Violations	49
13.2 Revocation	51
13.3 Procedures in the Event of Termination or Revocation.....	52
13.4 Purchase of Cable System.....	53
13.5 Receivership and Foreclosure	53
13.6 No Monetary Recourse Against the Grantor	54
13.7 Alternative Remedies.....	54
13.8 Assessment of Monetary Damages	55
13.9 Effect of Abandonment.....	55
13.10 What Constitutes Abandonment	55
SECTION 14. FRANCHISE RENEWAL AND TRANSFER.....	56
14.1 Renewal.....	56
14.2 Transfer of Ownership or Control.....	56
SECTION 15. SEVERABILITY	58
SECTION 16. MISCELLANEOUS PROVISIONS.....	58
16.1 Preferential or Discriminatory Practices Prohibited	58
16.2 Notices	58
16.3 Descriptive Headings	59
16.4 Publication Costs to be Borne by Grantee	59
16.5 Binding Effect.....	59
16.6 No Joint Venture	60
16.7 Waiver.....	60
16.8 Reasonableness of Consent or Approval	60
16.9 Entire Agreement.....	60
16.10 Jurisdiction.....	60
16.11 No Third-Party Beneficiaries	60
16.12 Acceptance.....	61
16.13 Termination of Prior Franchise.....	61

SECTION 1. DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely discretionary. A list that follows the use of the word "including" is intended to illustrate examples, not be an exhaustive list, unless the context clearly indicates otherwise. The Grantor and Grantee may be collectively referred to as the "Parties."

1.1 "Access" means the availability for non-commercial use by various agencies, institutions, organizations, groups, and individuals in the community, including the Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

a. "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges, and universities.

b. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 "Affiliate" when used in connection with Grantee, means any Person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 "Applicable Law" means any statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.6 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 "Basic Service" is the level of programming service which includes the retransmission of local television Broadcast Channels, all EG SD Access Channels required in this Franchise, and any additional programming designated by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local non-commercial educational television stations, as referenced under 47 USC § 534 and 535.

1.9 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes, or any other means.

1.10 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.11 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 “City Manager” means the chief administrative officer of the City or designee.

1.16 “City” is the City of Sumner, Washington, a body politic and corporate under the laws of the State of Washington.

1.17 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.18 “Designated Access Provider” means the entity or entities designated now or in the future by the Grantor to manage or co-manage Access Channels and facilities. The Grantor may be a Designated Access Provider.

1.19 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.20 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.21 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation, and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units, unless the additional facilities are clearly accessory.

1.22 “FCC” means the Federal Communications Commission.

1.23 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.24 “Finance Director” means the director of the Grantor’s Finance Department or designee.

1.25 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Grantor and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements, and other related matters.

1.26 “Franchise Area” means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by the Grantor during the term of this Franchise.

1.27 “Franchise Fee” means that fee payable to the Grantor described in subsection 3.1.

1.28 “Grantee” means Comcast Cable Communications Management, LLC or its lawful successor, transferee, or assignee.

1.29 “Grantor” means the City of Sumner, Washington.

1.30 “Grantor Council” means the Sumner City Council, or its successor, the governing body of the City of Sumner, Washington.

1.31 “Gross Revenues” means, and shall be construed broadly, to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium

Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade, or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees, and administrative fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees;
- commissions from home shopping channels and other Cable Service revenue sharing arrangements, which shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Franchise Area and shall be allocated on a pro rata basis using Grantee’s Cable System Subscribers within the Franchise Area in relation to the total number of Grantee’s Cable Service subscribers covered under the advertising arrangement. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast EffectTV or their successors associated with sales of advertising on the Cable System within the Franchise Area allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion that is subsequently collected, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;
- any taxes and/or fees on services furnished by Grantee imposed by an

municipality, State, or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;

- fees imposed by any municipality, state, or other governmental unit on Grantee, including but not limited to Public, Educational and Governmental (hereinafter “EG”) Fees;
- launch fees and marketing co-op fees; and
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services that includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State, or local law. The allocations shall be done for each bundled package separately, and updated and revised within sixty (60) days, each time an element within the package has its rate card changed, including when an element is substituted for another element within the bundled package. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The Grantor reserves its right to review and to challenge Grantee’s calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this subsection 1.31 in order to meet the standards required by governing accounting principles, as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”), and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee shall notify Grantor of any changes in allocation methodologies in its next quarterly franchise fee reports delivered to Grantor.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles (“GAAP”), as promulgated and defined by the FASB, EITF, and/or the SEC. Notwithstanding the foregoing, the Grantor reserves its right to challenge Grantee’s calculation of Gross Revenues, including the application of GAAP to Franchise Fees and the interpretation of GAAP as promulgated and defined by the FASB, EITF, and/or the SEC.

1.32 “Headend” means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks that are part of the Cable System, and all other related equipment and facilities.

1.33 “Leased Access Channel” means any Channel or portion of a Channel commercially

available for video programming by Persons other than Grantee, for a fee or charge.

1.34 “Municipal Code” means the Sumner Municipal Code adopted for application and enforcement within the City of Sumner, Washington.

1.35 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.36 “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program, or per-event basis.

1.37 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding Persons residing in such Multiple Dwelling Units to the extent Cable Services are billed on a bulk-billing basis.

1.38 “Right(s)-of-Way” means land acquired or dedicated for public roads and streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, but does not include:

- (a) State highways where the Grantor does not have authority to grant permits related to Cable Systems;

- (b) Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;

- (c) Structures, including poles and conduits, located within the right-of-way;

- (d) Federally granted trust lands or forest board trust lands;

- (e) Lands owned or managed by the state parks and recreation commission; or

- (f) Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.

“Right(s)-of-Way” also includes easements dedicated for compatible use and consistent with Section 621 of the Cable Act.

1.39 “State” means the State of Washington.

1.40 “Subscriber” means any Person who or which has entered into an agreement to receive Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who has not been disconnected for failure to adhere to Grantee's regular and non-discriminatory terms and conditions for receipt of service.

1.41 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.44 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.45 “Two-Way” means that the Cable System is capable of providing both Upstream and

Downstream transmissions.

1.46 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Grantor hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way consistent with the requirements of 47 U.S.C. § 541(a)(2), within the Franchise Area to construct, operate, maintain, reconstruct, and rebuild a Cable System and to provide Cable Service subject to the terms and conditions set forth in this Franchise and Applicable Law.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Grantor ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Each and every term, provision, or condition herein is subject to the provisions of State law, federal law, and the generally applicable ordinances and regulations enacted by the Grantor Council pursuant thereto, portions of which may be codified in the Municipal Code. To the extent there is any conflict between this Franchise and any provision of the Grantor’s Code as it exists on the Effective Date of this Franchise, the terms of this Franchise shall control. Subject to the Grantor’s right to exercise its police power under subsection 2.5, the Grantor may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) If allowed under Applicable Law, this Franchise shall not be interpreted to prevent the Grantor from imposing additional lawful conditions, for use of the Rights-of-Way should Grantee provide service other than Cable Service, nor shall this Franchise be interpreted to either prevent or authorize Grantee from making any other lawful uses of the Cable System as permitted by Applicable Law related to Grantee’s non-Cable Service operations.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Franchise Area that may be required by the ordinances and laws of the Grantor;

(2) Any permit, agreement, or authorization required by the Grantor for Right-

of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits and Right-of-Way use permits; or

(3) Any generally applicable permits or agreements for occupying any other property of the Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits, and agreements for placing devices on poles, in conduits, or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Franchise Area.

(B) Grantee must follow Grantor's established non-discriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by the Grantor or others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety, and welfare, the Grantor may require that Cable System facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Grantor, or that is installed without prior Grantor approval of the time, place, or manner of installation, and charge Grantee for all the costs associated with removal and repair.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges, and authority granted hereunder shall take effect on _____, 2022 (the "Effective Date"), and shall terminate on _____, 2032, unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or licenses granted by the Grantor to any Person to use any property, Right-of-Way, right, interest,

or license for any purpose whatsoever, including the right of the Grantor to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Grantor may at any time grant authorization to use the Rights-of-Way for such additional franchises for Cable Systems as the Grantor deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Grantor shall have the right to adopt, from time to time, such ordinances as it may deem necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Grantor's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to utilize the Rights-of-Way in order to provide Cable Services within the Franchise Area. If the Grantor grants such an additional franchise or other similar lawful authorization to utilize the Rights-of-Way for Cable Services containing material terms and conditions that differ from Grantee's material obligations under this Franchise, or declines to require such franchise or other similar lawful authorization where it has the legal authority to do so, then the Grantor agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, following Grantee's request as described in subsection 2.6(B), so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent.

(B) The modification process of this Franchise as provided for in subsection 2.6(A) shall only be initiated by written notice by the Grantee to the Grantor regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the authorization granted in subsection 2.6(A) that are materially different from Grantee's obligations under this Franchise; (2) identifying the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; (3) identifying the Franchise terms and conditions for which Grantee is seeking amendments; and (4) providing text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent. Notwithstanding any modification of

this Franchise pursuant to the provisions of this subsection 2.6, should any entity, whose authorization to provide Cable Services or similar video programming service resulted in a triggering of the amendments under this Section, fail or cease to provide such services within the Franchise Area, the Grantor may provide ninety (90) days' written notice to Grantee of such fact, and the Grantor and Grantee shall enter into good faith negotiations to determine the original terms, conditions, and obligations of this Franchise shall be reinstated and fully effective.

(C) Upon receipt of Grantee's written notice as provided in subsection 2.6(B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the Parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.

(D) Notwithstanding anything contained in subsection 2.6(A) through (D) to the contrary, the Grantor shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar video programming service available for purchase by Subscribers or customers under its franchise or similar agreement with the Grantor.

(E) In the event that a wireline multichannel video programming distributor, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or wireline video services within the Franchise Area without a Cable Service franchise or other similar lawful authorization granted by the Grantor, then Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend this Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide the text of all proposed Franchise amendments to the Grantor, and (4) identify all material terms or conditions in the applicable state or federal authorization that are substantially more favorable or less burdensome to the competitive entity. The Grantor shall not unreasonably withhold consent to Grantee's petition.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges, and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms, and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Grantor's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Grantor, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by Grantee was due or such shorter period if required by Applicable Law.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Grantor, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount.

3.5 Annual Franchise Fee Reports

Grantee shall, within ninety (90) days of Grantor's written request after the end of each year, furnish to the Grantor a statement stating the total amount of Gross Revenues for the year and all payments, deductions, and computations for the period.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the Grantor, including Grantor's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise for a period of time in accordance with state law (the "audit period"). Pursuant to subsection 1.31, as part of the Franchise Fee audit/review, the Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for the Grantor's subscribers during the audit period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this subsection 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers), and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Grantor to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the actual and verifiable cost of the audit/review, such cost not to exceed seven thousand five hundred dollars (\$7,500.00) for each year of the audit period. The Grantor's right to audit/review and Grantee's obligation to retain records necessary to complete any audit under this subsection shall expire consistent with the applicable statute of limitations period under State law; provided, however, that this would not apply to a time period covered under a pending audit.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due at the then current maximum rate set forth in RCW 19.52.020, calculated from the date the payment was originally due until the date the Grantor receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the then current maximum rate set forth in RCW 19.52.020, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Grantor.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Grantor through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The Parties acknowledge that, at present, applicable federal law limits the Grantor to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Grantor is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Grantor, by resolution of Grantor Council, to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Grantor hereunder, provided that Grantee has received at least ninety (90) days' prior written notice from the Grantor of such amendment, so long as all cable operators in the Franchise Area are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

The EG Capital Contribution pursuant to Section 9.5, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Grantor and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with applicable law. The Grantor likewise reserves all rights it has under applicable law. Should Grantee elect to offset the items set forth herein, or other franchise commitments against the Franchise Fees in accordance with applicable law, including any Orders resulting from the FCC, Grantee shall provide the Grantor advance written notice and up to one hundred-twenty (120) days to make an election as to an offset from franchise fees or modification of the obligation as set forth in applicable law by amendment of this Franchise. Grantor's failure to determine such offset or act to amend this Franchise shall not preclude Grantee from following through on its notice to the Grantor.

3.12 Tax Liability

Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax, or charge on the business, occupation, property, or income of Grantee that may be lawfully imposed by the Grantor. Any other license fees, taxes, or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the Grantor upon request to review

Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, signed by a representative of Grantee under penalty of perjury under the laws of the State of Washington, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in the letter of credit or other security provided by the Grantee, or any other manner authorized by Applicable Law.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Grantor shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under federal, State, and local law, to any agent in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Grantor's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Grantor to the full extent authorized by Applicable Law.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, gender identity, marital, military or economic status, physical or mental disability, or, where consistent with any requirement of federal or State law, geographic location within the Franchise Area. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically

disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and non-discriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Grantor, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the Grantor reserve all rights they may have under the Cable Act and any other relevant provisions of Applicable Law.

4.7 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Grantor to invoke any relevant remedy in accordance with subsection 13.1 of this Franchise.

4.8 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, or such other time as the Parties may agree, the Grantor and Grantee shall meet to discuss the proposed amendment(s). If the Parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Grantor Council for its approval. If so approved by the Grantor Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.9 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee, or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit, or otherwise affect the ability of the Grantee to impose other assessments, charges, fees, or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule, or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be non-discriminatory and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the Franchise Area without regard to the neighborhood or income level of the Subscriber.

4.10 Force Majeure

In the event either party is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of such party, the delayed party shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation. Those conditions that are not within the control of a party include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, pandemics and epidemics, and severe or unusual weather conditions, all of which have a direct and substantial impact on the party's ability to perform its commitments under this Franchise and were not caused and could not have been avoided by the party, who used its best efforts in its operations to avoid such results.

If a party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, that party shall provide documentation as reasonably required by the other party to substantiate the claim. If the party claiming a force majeure condition has not yet cured the deficiency, it shall also provide the other party with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend, and hold the Grantor, its officers, officials, boards, commissions, agents, and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its

agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Grantor while conducting its defense of the Grantor. Grantee shall not be obligated to indemnify the Grantor to the extent of the Grantor's negligence or willful misconduct. The provisions of this section shall survive the expiration or termination of this Franchise.

(B) RCW 4.24.115. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Grantor, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Franchise.

(C) Indemnification for Relocation. Grantee shall indemnify the Grantor for any damages, claims, additional costs, or reasonable expenses assessed against, or payable by, the Grantor resulting from, Grantee's failure to remove, adjust, or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by this Franchise.

(D) Additional Circumstances. Grantee shall also indemnify, defend, and hold the Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way resulting from:

(1) The lawful actions of the Grantor in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(E) Procedures and Defense. If a claim or action arises, the Grantor or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Grantor's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. The Grantor may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses, or other costs the Grantor may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(G) is required. In that event, the provisions of Paragraph 5.1(G) shall govern Grantee's responsibility for Grantor's attorneys' fees, expenses, or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Grantor without the Grantor's approval.

(F) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty

of defense and indemnification under this subsection.

(G) Expenses. If separate representation to fully protect the interests of both Parties is or becomes necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent the Grantor, Grantee shall select separate counsel that does not have such a conflict to represent Grantor. Provided, however, that in the event that such separate representation is or becomes necessary, and Grantor desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Grantor shall be required to obtain Grantee's consent to the engagement of such counsel, experts, or consultants, such consent not to be unreasonably withheld. The Grantor's expenses shall include all reasonable out-of-pocket costs and expenses, such as consultants' fees and court costs, and shall also include the reasonable value of any services rendered by the Grantor's attorney or his/her assistants or any employees of the Grantor or its agents, but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided to the Grantor by Grantee.

(H) Inspection. Inspection or acceptance by the Grantor of any work performed by Grantee at the time of completion of construction or maintenance projects shall not be grounds for avoidance of any of these covenants of indemnification.

(I) Damage to Grantee Facilities. Notwithstanding any other provisions of this subsection 5.1, Grantee assumes the risk of damage to its Cable System facilities located in or upon the Rights-of-Way from activities conducted by the Grantor, and agrees to release and waive any and all such claims against the Grantor except to the extent any such damage or destruction is caused by or arises from the negligence or criminal actions of the Grantor.

(J) Survival. The indemnification, defense, and hold harmless obligations contained in this subsection 5.1 shall survive the expiration, abandonment or termination of this Franchise.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability insurance with limits of no less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by the current ISO CG 00 01 or its equivalent and include severability of interests with respect to each additional insured. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Grantor shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Franchise Agreement using the current ISO endorsement CG 20 12 05 09.

(2) Commercial Automobile Liability insurance covering all owned, non-

owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000.00) per accident. The policy shall contain a severability of interests provision with respect to each additional insured.

(3) Excess or Umbrella Liability insurance shall be written with limits of not less than five million dollars (\$5,000,000.00) per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits. Such insurance shall name Grantor, its officers, officials, and employees as additional insureds.

(B) The insurance shall provide for notice of cancellation in accordance with policy provisions. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide notice of such cancellation or material alteration within two (2) business days of its receipt of such notice. Grantee shall additionally provide evidence of a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

(C) The Grantee shall cause each of its subcontractors to provide insurance coverage reasonably appropriate to the scope of each such subcontractor's work.

(D) Failure on the part of the Grantee to maintain the insurance as required shall constitute a material breach of this Agreement.

(E) Endorsements.

(1) All commercial general, automobile, and umbrella excess liability policies required herein shall contain, or shall be endorsed so that:

(a) Grantor, its officers, officials, boards, commissions, and employees are to be covered as, and have the rights of, additional insureds with respect to liability for which the Grantee is responsible herein;

(b) Grantee's insurance coverage shall be primary insurance with respect to each additional insured. Any insurance or self-insurance maintained by the additional insured shall be in excess of the Grantee's insurance and shall not contribute to it with respect to liability for which the Grantee is responsible hereunder; and

(c) Grantee's insurance shall provide for severability of interest with respect to each additional insured.

(F) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A: VII."

(G) Verification of Coverage. The Grantee shall furnish Grantor with certificates of insurance, evidencing the required endorsements, including but not limited to blanket additional insured status. The certificates are to be on standard forms or such forms as are consistent with standard industry practices.

(H) Adequacy of Limits and Coverage. It is agreed that these insurance requirements shall not in any way act to reduce or otherwise alter the liability of Grantee herein. No representation is made that the minimum insurance requirements of this Franchise are sufficient to cover the obligations of Grantee hereunder.

5.3 Letter of Credit

(A) If there is a claim by the Grantor of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Grantor may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the Grantor, to the Grantor as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Grantor in the amount of twenty five thousand dollars (\$25,000.00).

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at twenty-five thousand dollars (\$25,000.00) until the allegations of the uncured breach have been resolved. After all allegations have been resolved, the letter of credit may be withdrawn.

(C) After completion of the procedures set forth in subsection 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Grantor for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the Grantor sums due under the terms of this Franchise;

(2) Reimbursement of actual costs borne by the Grantor to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with any Customer Service Standards of the Grantor, as the same may be amended from time to time by the Grantor Council acting by ordinance or resolution.

(D) The Grantor shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within fifteen (15) business days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(E) Grantee shall have the right to appeal to the Grantor Council for reimbursement in

the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Grantor erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

5.4 Bonds

Grantee shall provide a performance bond ("Performance Bond") in the amount of seventy-five thousand dollars (\$75,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore the Grantor Rights-of-Way and other property. The Performance Bond shall be in a standard industry form. Over the term of this Franchise, Grantee shall pay all premiums or costs associated with maintaining the Performance Bond and shall keep the same in full force and effect at all times. For large upgrade projects that have a significant potential Right-of-Way impact, both parties will assess and adjust the bond amount during the duration of the project to provide the Grantor sufficient coverage.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with customer service standards as provided in FCC Standards 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619, as amended, and any local standards adopted in accordance with applicable law. Grantee acknowledges the Grantor's ability to enact customer service standards that exceed those enacted by the FCC and the Grantor acknowledges Grantee's right to recover the costs associated with complying with such standards. The Grantee shall not enter into a contract with any Subscriber that is in any way inconsistent with the terms of this Franchise, or the requirements of any applicable customer service standards. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in Applicable Law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Grantor a sample of the Subscriber contract or service agreement then in use.

6.4 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Grantor, Grantee shall place the Grantor's or Rainier Communications Commission's telephone number on its Subscriber bills.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Grantor. The Grantor, or its authorized representative shall have access to, and the right to inspect, books and records of Grantee, its parent corporations and Affiliates that are reasonably necessary to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate, or a third party. The Grantor may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Grantor, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may, within ten (10) days of a request, require that the Grantor or its designee inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and are not made available in copies to the Grantor or its designee upon written request as set forth above, and if the Grantor determines that an examination of such records is necessary or appropriate for the performance of any of the Grantor's duties, administration, or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by the Grantee.

7.2 Confidentiality

The Grantor agrees to treat as confidential any books or records that constitute proprietary or confidential information under RCW 42.56, the Public Records Act ("PRA"), to the extent Grantee makes the Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under the PRA. As a public agency, records and information may be subject to a request submitted under the PRA. If the Grantor receives a request under the PRA to inspect or copy the information so identified by Grantee and the Grantor determines that release of the information is required by the PRA or otherwise appropriate, Grantor will use its best efforts to promptly provide Grantee with notice of the request in accordance with RCW 42.56.540, and a copy of any written request by the party demanding access to such information, in order to have a reasonable time (of no less than ten (10) business days) within which Grantee may seek an injunction to prohibit the Grantor's disclosure of the requested record. If the Grantee fails to timely obtain a court order enjoining disclosure, the Grantor will release the requested information on the date specified. Grantee shall join the Person requesting the documents to such an action. Grantee shall defend, indemnify, and hold the Grantor harmless from any claim or judgment.

The Grantor has, and by this Section assumes, no obligation on behalf of the Grantee to claim any exemption from disclosure under the PRA. The Grantor shall not be liable to the Grantee for releasing records. The Grantor shall not be liable to the Grantee for any records that the Grantor releases in compliance with this Section or in compliance with an order of a court of competent

jurisdiction.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall make available to the upon thirty (30) days prior written request and subject to Applicable Law:

(1) A complete set of maps showing the location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Grantor's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Grantor. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations, or Affiliates that relate to the operation of the Cable System in the Franchise Area;

(3) Number of current subscribers by Tier;

(4) A log of Cable Services added or dropped, Channel changes, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates, and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Grantor is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within ninety (90) days of the Grantor's written request, Grantee shall submit to the Grantor a written report, in a form acceptable to the Grantor, which shall include, but not necessarily be limited to, the following information for the Grantor:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy of the most recent annual report Grantee filed with the SEC or other governing body.

7.5 Copies of Federal and State Reports

Within sixty (60) days of a written request, Grantee shall submit to the Grantor copies of all regular reports maintained in the ordinary course of business submitted by Grantee or its parent corporation(s), to any federal, State, or local courts, regulatory agencies, and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall not claim confidential, privileged, or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System for the previous twelve (12) months, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints, and shall provide such information to Grantor within sixty (60) days of a written request.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Washington news, weather, and information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture, and performing arts;
- (G) Foreign language;
- (H) Science/documentary;
- (I) National news, weather, and information; and,

(J) Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Grantor.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming that is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming that is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps, or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers

(A) The Grantor shall have the sole and exclusive responsibility for identifying the

Designated Access Providers, including itself for Access purposes, to control and manage the use of any or all Access Channels provided by Grantee under this Franchise.

(B) Grantee shall cooperate with Grantor in Grantor's efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

9.2 Channel Capacity and Use

(A) Grantee shall make available to the Grantor up to five (5) Downstream Channels for EG use as provided for in this Section. Subject to a change of Applicable Law that may occur during the Term of this Franchise, this requirement regarding the provision of Access Channels or the calculation and payment of Franchise Fees, shall be addressed pursuant to subsection 3.11 of this Franchise.

(B) Grantee shall have the right to temporarily use any Channel, or portion thereof, which is allocated under this Section for Educational or Governmental Access use, within sixty (60) days after a written request for such use is submitted to Grantor, if such Channel is not "fully utilized" as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of thirty-eight (38) hours per week over a six (6) month period. Programming that is repeated on an Access Channel up to two (2) times per day shall be considered "unduplicated programming." Character-generated programming shall be included for purposes of this subsection, with respect to the five (5) Channels provided to Grantor. If a Channel allocated for Educational or Governmental Access use will be used by Grantee in accordance with the terms of this subsection, the institution to which the Channel has been allocated shall have the right to require the return of the Channel or portion thereof. Grantor shall request return of such Channel space by delivering written notice to Grantee stating that the institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this subsection. In such event, the Channel or portion thereof shall be returned to such institution within sixty (60) days after receipt by Grantee of such written notice.

(C) Standard Definition ("SD") Digital Access Channels.

(1) Grantee shall provide three (3) Activated Downstream Channels for EG Access use in a standard definition ("SD") digital format. Grantee shall carry all components of the SD Access Channel Signals provided by a Designated Access Provider including, but not limited to, closed captioning, stereo audio, and other elements associated with the Programming. A Designated Access Provider shall be responsible for providing the SD Access Channel Signal in an SD format to the demarcation point. Grantee shall transport and distribute the SD Access Channels signal on its Cable System and shall not unreasonably discriminate against SD Access Channels with respect to accessibility and functionality, and to the application of any applicable FCC Rules & Regulations, including, without limitation, Subpart K Channel signal standards.

(2) With respect to signal quality, Grantee shall not be required to carry a SD

Access Channel in a higher quality format than that of the SD Access Channel signal delivered to Grantee, but Grantee shall distribute the SD Access Channel signal without degradation. Upon reasonable written request by a Designated Access Provider, Grantee shall verify signal delivery to Subscribers with the Designated Access Provider, consistent with the requirements of subsection 9.2(C).

(3) Grantee shall be responsible for costs associated with the transmission of SD Access signals on its side of the demarcation point which, for the purposes of this subsection 9.2(C)(3), shall mean up to and including the receiver where the Grantor signal is transmitted over a fiber connection to Grantee. The Grantor or Designated Access Provider shall be responsible for costs associated with SD Access signal transmission on its side of the demarcation point.

(4) SD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which SD channels are made available. Grantee is not required to provide free SD equipment to Subscribers, nor modify its equipment or pricing policies in any manner.

(D) High Definition (“HD”) Digital Access Channels.

(1) After the Effective Date and within one hundred twenty (120) days’ written notice, Grantee shall activate two (2) HD Access Channels, for which the Grantor may provide Access Channel signals in HD format to the demarcation point. After the fourth (4th) anniversary of the Effective date, and with at least one hundred twenty (120) day written notice to Grantee, the Grantor may request, and Grantee shall provide on its Cable System, one (1) additional Activated Downstream Channel for EG Access use in a High Definition (“HD”) digital format (“HD Access Channel or Channels”). Activation of such HD Access Channels shall only occur after the following conditions are satisfied:

(a) The Grantor shall, in its written notice to Grantee as provided for in this Section, confirm that it or its Designated Access Provider has the capabilities to produce, has been producing, and will produce programming in an HD format for the newly activated HD Access Channel; and,

(b) There will be a minimum of five (5) hours per-day, five (5) days per-week of HD EG programming available for the HD Access Channel. For the purposes of this subsection, character-generated programming (i.e., community bulletin boards) shall not satisfy, in whole or in part, this programming requirement, unless the character generated programming includes a video window with EG full motion video/audio content playing.

(2) The Grantor shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point for the HD Access Channel(s). For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of 720p or 1080i, or such other resolution in this same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

(3) Grantee shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against the HD Access Channel(s) with respect to accessibility, functionality, and to the application of any applicable Federal Communications Commission Rules & Regulations, including, without limitation, Subpart K Channel signal standards. With respect to signal quality, Grantee shall not be required to carry the HD Access Channel(s) in a higher quality format than that of the HD Access Channel signal delivered to Grantee, but Grantee shall distribute the HD Access Channel signal without degradation. Grantee shall carry all components of the HD Access Channel signal provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio, and other elements associated with the Programming. Upon reasonable written request by the Grantor, Grantee shall verify signal delivery to Subscribers with the Grantor, consistent with the requirements of subsection 9.2(D).

(4) HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which the HD Channels are made available. Grantee is not required to provide free HD equipment to Subscribers, nor modify its equipment or pricing policies in any manner.

(5) The Grantor or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(6) The Designated Access Provider shall be responsible for providing the Access Channel signals in an HD format to the demarcation point. Grantee shall provide all necessary equipment on its side of the demarcation point, at its Headend and throughout its distribution system to deliver the Access Channel(s) in the HD format to Subscribers.

(7) At such time as Grantee determines that all Channels on the Cable System shall be delivered only in an HD format, with respect to any Access Channels simulcast in SD and HD, there shall be no further obligations to provide those Access Channels in SD. For any Access Channel that may at such time only be in SD, Grantee shall provide an additional Channel in HD in order that the content may continue to be available on the Cable System.

(E) Grantee shall simultaneously carry the first two (2) HD Access Channels provided for in subsection 9.2(D) in high definition format on the Cable System, in addition to simultaneously carrying in standard definition format the three (3) SD Access Channels provided pursuant to subsection 9.2(C). At such time as the third HD Access Channel is activated pursuant to subsection 9.2(D), Grantee shall be required to only simulcast two (2) of the SD Access Channels in addition to the three (3) HD Access Channels.

(F) There shall be no restriction on Grantee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Grantee may implement HD carriage of the EG channel(s) in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the Grantor believes that Grantee fails to meet this standard, Grantor will notify Grantee of such concern, and Grantee will respond to any

complaints in a timely manner.

9.3 Access Channel Assignments

Grantee will use reasonable efforts to minimize the movement of SD and HD Access Channel assignments. Grantee shall also use reasonable efforts to institute common SD and HD Access Channel assignments among the jurisdictions served by the same Headend as the Grantor for compatible Access programming, for example, assigning all Educational Access Channels programmed by higher education organizations to the same Channel number. In addition, Grantee will make reasonable efforts to locate HD Access Channels provided pursuant to subsection 9.2(D) in a location on its HD Channel line-up that is easily accessible to Subscribers.

9.4 Relocation of Access Channels

Grantee shall provide the Grantor a minimum of sixty (60) days' notice, and use its best efforts to provide one hundred and twenty (120) days' notice, prior to the time Educational and Governmental Access Channel designations are changed. Grantee, at Grantee's expense, will place the Grantor's notice of the Access Channel changes on or with its regular monthly billing, upon the Grantor's request. Such request shall be for one (1) notice per occurrence of Access Channel changes, whether one (1) or more channels are affected. The Grantor shall be responsible for the costs of printing its notice, which must conform to Grantee's reasonable mailing requirements and providing them to the Grantee. Grantee shall be provided an opportunity to review and approve all Access bill insertions.

9.5 Support for Access Costs

Within ninety (90) days of acceptance of this franchise agreement, Grantee shall provide to the Grantor up to point three seven five percent (0.375%) of Grantee's Gross Revenues per month (the "EG Contribution") to be used solely for capital costs related to Educational and Governmental Access, or as may be permitted by Applicable Law. Grantee shall make EG Contribution payments quarterly, following the effective date of this Franchise Agreement for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days following the end of the quarter. The Grantor shall have sole discretion to allocate the expenditure of such payments for any capital costs related to EG Access.

9.6 Access Support Not Franchise Fees

Grantee agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to Grantor. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

9.7 Access Channels On Basic Service or Lowest Priced HD Service Tier

All SD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of Basic Service. All HD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of the lowest priced tier of HD Cable Service upon which Grantee provides HD programming content.

9.8 Change In Technology

In the event Grantee makes any change in the Cable System, related equipment, Facilities, or in Grantee's signal delivery technology, that directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of Grantor's Access personnel, to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the Grantor implements a new video delivery technology that is not currently offered on and/or that cannot be accommodated by the Grantee's local Cable System, then the Grantor shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to the Grantee's Headend for distribution to subscribers.

9.9 Technical Quality

Grantee shall maintain all Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise Agreement and all other applicable laws, rules, and regulations for Residential Subscriber Channels. In no event shall the technical quality of any Access channels be lower than the quality of other commercial SD or HD channels carried on the Cable System.

9.10 Access Cooperation

Grantor may designate any Designated Access Provider to share in the use of any Access benefit due to Grantor hereunder. The purpose of this subsection shall be to allow cooperation in the use of Access benefits and the application of any provision under this Section as Grantor in its sole discretion deems appropriate, and Grantee shall cooperate fully with, and in, any such arrangements by Grantor.

9.11 Return Lines/Access Origination

(A) As of the Effective Date of this Agreement, Grantor is not utilizing a dedicated Grantee return line or transport services to send Access programming from Grantor's location to Grantee's Headend.

(B) Grantee shall construct and maintain new Fiber Optic return lines to the Headend from production facilities of new or relocated Designated Access Providers delivering Access

programming to Residential Subscribers as requested in writing by the Grantor. All actual construction costs incurred by Grantee from the nearest interconnection point to the Designated Access Provider shall be paid by the Grantor or the Designated Access Provider. New return lines shall be completed within one (1) year from the request of the Grantor or its Designated Access Provider, or as otherwise agreed to by the Parties. If an emergency situation necessitates movement of production facilities to a new location, the Parties shall work together to complete the new return line as soon as reasonably possible.

9.12 Promotion of EG Access Schedule

The Grantee shall include appropriate designation of the EG channels on channel cards and other channel listings provided to Subscribers in a manner comparable to commercial channels on the Cable System.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions, and ordinances of the Grantor and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Joint Trenching/Boring

Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall coordinate its project timeline and work with other providers, licensees, permittees, and franchisees so as to reduce the number of Right-of-Way cuts within the Franchise Area.

10.3 General Standard

(A) All work authorized and required hereunder shall be done in a safe, thorough, and workmanlike manner. All installations of equipment shall be permanent in nature, durable, and installed in accordance with good engineering practice and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic. Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables.

(B) All construction shall be subject to the Grantor's permitting process.

(C) Grantee agrees to comply with any regulations related to use of the Grantor's Rights-of-Way including any adopted dig once policy(ies) and fiber optic master plan, and any amendment thereto, unless any provision of those policies and plans directly conflicts with this Franchise, in which case, the terms of this Franchise shall govern as per section 2.1(C).

(D) Grantee and Grantor shall meet, at the Grantor's request, to discuss the progress of

the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

10.4 Permits Required for Construction

Prior to doing any work in the Right-of-Way, Grantee shall apply for, and obtain, appropriate permits from the Grantor. As part of the permitting process, the Grantor may impose such conditions and regulations as are necessary and applicable in the zone in which the work will take place for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Grantor permits received by Grantee.

10.5 Emergency Permits

In the event that emergency repairs are necessary, Grantee may immediately initiate such emergency repairs, and shall notify Grantor prior, provided such emergency contact information has been provided. Grantee shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.6 Compliance with Applicable Codes

(A) Construction Codes. Grantee shall comply with all applicable industry, State and Grantor construction codes and standards.

(B) Safety Codes. Grantee shall comply with all federal, State, and Grantor safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by Applicable Law during construction, operation, and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code, and Occupational Safety and Health Administration (OSHA) Standards.

10.7 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules, and regulations of the Grantor regarding geographic information mapping systems for users of the Rights-of-Way.

10.8 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Grantor, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected, and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Grantor may deem proper to make, or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic.

10.9 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.10 Hazardous Substances

(A) Grantee shall comply with all Applicable Laws, statutes, regulations, and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Grantor may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to defend, indemnify, and hold the Grantor harmless against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by or assessed against the Grantor arising out of a release of hazardous substances caused by Grantee's Cable System.

10.11 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Grantor and to the notification association established in Ch. 19.122 RCW, as amended.

Within forty-eight (48) hours after any Grantor employee, contractor, franchisee, licensee, or permittee notifies Grantee of a proposed Right-of-Way excavation or the need for a design locate, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation or design;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation or design; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation or design.

10.12 Notice to Private Property Owners

Grantee shall give reasonable notice to private property owners of work on or adjacent to private property, consistent with the requirements of the permit authorizing such work.

10.13 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations, or rules of Grantor or applicable State or federal law, or Grantor project, Grantee's Cable System shall be placed underground at no expense to Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with Grantor's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of undergrounding an extension of the Cable System or for placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. Grantor will reasonably determine the most appropriate option between undergrounding and erecting new poles considering site specific details and availability of space in the Right-of-Way. If poles are used, all poles of Grantee shall be located as designated by the proper Grantor authorities. Grantor will determine if such poles and related facilities may be placed based on reasonable availability of space within the right of way.

(E) This Franchise does not grant, give, or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of Grantor or any other Person.

10.14 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.15 Prewiring

Any ordinance or resolution of the Grantor which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.16 Repair and Restoration of Property

(A) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(B) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Grantor may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within sixty (60) days of receipt of an itemized list of those costs, including the costs of labor, materials, and equipment, the Grantee shall pay the Grantor.

(C) Private Property. Upon completion of the work that caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed.

10.17 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Grantor Right-of-Way, or upon the addition to the Grantor of any area in which Grantee owns or operates any such facility, Grantee shall, at the Grantor's request, submit to the Grantor a statement describing all such facilities involved, whether authorized by franchise, permit, license, or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.18 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the Grantor permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the Grantor may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the Grantor. Until such time as Grantee removes or modifies the facility as directed by the Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the Grantor may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.19 Movement of Cable System Facilities For Grantor Purposes

(A) The Grantor shall have the right to require Grantee to, at the Grantor's request, locate (which may include potholing) and survey Grantee's facilities and equipment, relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Grantor for public purposes, in the event of an emergency; or when the public health, safety, or welfare requires such change. For example, without limitation, this movement of or the request to locate Grantee's facilities may be needed by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Grantor for public purposes. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this subsection 10.19 shall be borne by Grantee. Such work shall be performed at Grantee's expense.

(B) Except when a shorter time is necessitated due to an emergency, Grantee shall, within sixty (60) days' of receipt of written notice by the Grantor, or such longer period as the Grantor may specify, complete all work to temporarily or permanently relocate, remove, replace, modify, or disconnect any of its facilities and equipment located in the Rights-of-Way or on any other property of the Grantor. In the event of any Grantor Council approved capital improvement projects, which requires the removal, replacement, modification, or disconnection of Grantee's facilities or equipment, the Grantor shall complete all work to temporarily or permanently relocate, remove, replace, modify, or disconnect any of its facilities and equipment located in the Rights-of-Way or on any other property of the Grantor upon receipt of no less than one hundred twenty (120) days' advance written notice to Grantee or greater time period that does not interfere with Grantor's project schedule, and is approved by Grantor in writing.

Following notice by the Grantor, if other users of the Right-of-Way relocate aerial facilities underground as part of an undergrounding project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. If the Grantor requires Grantee to relocate its facilities located within the Rights-of-Way, the Grantor will work collaboratively with Grantee to identify available alternate locations within the Rights-of-Way for Grantee to relocate its facilities at Grantee's cost.

(C) If Grantee fails to complete this work within the time prescribed above and to the Grantor's satisfaction, except in the event of a delay entirely outside the control of Grantee, the Grantor may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay. In such event, the Grantor shall not be liable for any damage to any portion of Grantee's Cable System. Within sixty (60) days of receipt of an itemized list of those costs, Grantee shall pay the Grantor. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's facilities and equipment, and that delay results in any delay damage accrued by or against the Grantor, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act. Grantee reserves the right to challenge any determination by the Grantor of costs for construction delays related to an alleged failure to act in accordance with this subsection 10.19.

10.20 Movement of Cable System Facilities for Other Entities

If any removal, replacement, modification, or disconnection of the Cable System is required to accommodate the construction, operation, or repair of the facilities or equipment of another entity with the rights to use the Rights-of-Way, Grantee shall, after at least sixty (60) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.21 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit (a "Permittee") and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the Permittee, and Grantee may require a reasonable deposit of the estimated payment in advance. The cost of such temporary change may be charged by the Grantee to the Permittee, and Grantee may require the estimated payment in advance. Such payment is an exchange between the Grantee and the Permittee, and the Grantor will not be the administrator of these transactions.

10.22 Reservation of Grantor Use of Right-of-Way

Nothing in this Franchise shall prevent the Grantor or public utilities owned, maintained, or operated by public entities other than the Grantor from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure, or prevent the use and operation of Grantee's

Cable System but insofar as the Cable System, or any portion thereof, is required to be relocated to accommodate the construction of the Grantor or public utility, Grantee shall be solely responsible for the costs associated with relocation, in accordance with State law.

10.23 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Grantor's Rights-of-Way that interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulation of the Grantor regarding tree trimming except in emergencies. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.24 Inspection of Construction and Facilities

The Grantor may inspect any of Grantee's facilities, equipment, or construction located in the Rights-of-Way at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the Grantor, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Grantor establishes. The Grantor has the right to correct, inspect, administer, and repair the unsafe condition if Grantee fails to do so, and to charge Grantee for its costs.

10.25 Stop Work

(A) On notice from the Grantor that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Grantor.

(B) The stop work order shall become effective immediately upon issuance by the City and must:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Also be sent to Grantee by email;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

Grantee shall be liable for all costs incurred by the Grantor and associated with Grantee's violation and the Grantor's issuance of the stop work order. Grantee reserves the right to challenge any Grantor determination of Grantee's obligations under this Section.

10.26 Removal of Facilities from Poles

If Grantee leases or otherwise utilizes a pole within the Rights-of-Way owned by a third party for attachment of Grantee's facilities, and such third party subsequently abandons the pole, for example by building a replacement pole, Grantee shall remove or relocate its facilities from such pole within ninety (90) days of notification from either the third party pole owner or the Grantor. If Grantee requires additional time to accomplish the removal and/or relocation, Grantee shall notify the Grantor in writing of the reasons for the additional time and its anticipated schedule.

10.27 Work of Contractors and Subcontractors

Grantee shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf, as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 750 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than two hundred (200) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

11.2 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Grantor no later than thirty (30) days following receipt of a request.

11.3 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the

FCC. Upon request, the Grantor shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.4 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC) standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Grantor shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.5 Cable System Performance Testing

(A) Grantee shall provide to the Grantor a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscribers and shall provide the Grantor with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Franchise Area for a period of at least one (1) year, and individual Subscriber complaints from the Franchise Area for a period of at least three (3) years, and make such information available to the Grantor at Grantee's office upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests performed by or for Grantee. Copies of such test results will be provided to the Grantor upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.6 Additional Tests

Where there exists other evidence that in the judgment of the Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze, and report on the performance of the Cable System. Grantee shall fully cooperate with the Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem that precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and

- (E) any other information pertinent to said tests and analysis that may be required.

SECTION 12. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. The seven (7) day requirement shall be extended if necessary to comply with any underground construction permitting requirements. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement;

(2) At a non-discriminatory installation charge for a standard installation, consisting of a one hundred twenty-five (125) foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the Grantor; and

(3) At non-discriminatory monthly rates for Residential Subscribers consistent with subsection 4.3 above.

(B) Service to Multiple Dwelling Units. The Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise, and all applicable laws.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the Grantor reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Grantor, contesting the Grantor's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and

notify the Grantor in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Grantor may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Grantor orders a meeting in accordance with subsection (A)(3), the Grantor shall set a meeting to investigate said issues or the existence of the alleged default. The Grantor shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Grantor determines that a default exists, the Grantor shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Grantor shall determine. In the event Grantee does not cure within such time to the Grantor's reasonable satisfaction, the Grantor may:

(1) Withdraw an amount from the letter of credit as monetary damages imposed under subsection 13.8;

(2) If a material violation, recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or,

(3) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the Grantor, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

(E) It shall not be a violation of this Franchise if Grantee decides, on a company-wide basis, to cease providing Cable Services. Grantee shall provide a minimum of one (1) year's written notice to Grantor of the termination date, and upon that date, all rights, duties, and obligations of this Franchise shall terminate except for those that by their nature, should survive termination.

13.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the Grantor may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or

under any other agreement, ordinance, or document regarding the Grantor and Grantee;

(2) If Grantee fails to restore service to the Cable System after three (3) consecutive days of an outage or interruption in service; except in the case of an emergency or during a Force Majeure occurrence, or when approval of such outage or interruption is obtained from the Grantor, it being the intent that there shall be continuous operation of the Cable System;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property, and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and provisions of this Franchise.

(D) Any proceeding under the paragraph above shall be conducted by the Grantor Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the Parties. The Grantor Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the Grantor Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and

the letter of credit forfeited; or, if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the Grantor Council determines are reasonable under the circumstances. If the Grantor determines that the Franchise is to be revoked, the Grantor shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the Grantor's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The Grantor Council may, at its sole discretion, take any lawful action that it deems appropriate to enforce Grantor's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Grantor may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Grantor's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4 below; or

(3) Upon written request of Grantee, permit the Franchise term to continue pursuant to subsection 14.1(C), or commence the transfer provisions of subsection 14.2(C).

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Grantor may order the removal of the above-ground Cable System facilities and such underground facilities from the Grantor at Grantee's sole expense within a reasonable period of time as determined by the Grantor. In removing its plant, structures, and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places, and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.3(B) to the Grantor's satisfaction, after written notice to Grantee, the Grantor may cause the work to be done and Grantee shall reimburse the Grantor for the costs incurred within thirty (30) days after receipt

of an itemized list of the costs, or the Grantor may recover the costs through the letter of credit provided by Grantee.

(D) The Grantor may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System

If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Grantor shall have the option to purchase the Cable System in accordance with Sect. 627 of the Cable Act.

13.5 Receivership and Foreclosure

(A) At the option of the Grantor, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision, and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property, and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the Grantor

Grantee shall not have any monetary recourse against the Grantor or its officers, officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State, and local law. The rights of the Grantor under this

Franchise are in addition to, and shall not be read to limit, any immunities the Grantor may enjoy under Applicable Law.

13.7 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement, or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise, nor the exercise thereof, shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Assessment of Monetary Damages

(A) The Grantor may assess against Grantee monetary damages of (i) up to five hundred dollars (\$500.00) per day for any general construction delays, (ii) up to two hundred fifty dollars (\$250.00) for failure to provide EG Channels, or (iii) up to one hundred dollars (\$100.00) per day for any other material breaches. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. Such damages shall accrue beginning thirty (30) days following Grantee's receipt of the notice required by subsection 13.1(A), or such later date if approved by the Grantor in its sole discretion, but may not be assessed until after the procedures in subsection 13.1 have been completed.

(B) The assessment does not constitute a waiver by Grantor of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs, and expenses that are incurred by Grantor by reason of the breach of this Franchise.

13.9 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may: operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all reasonable costs, expenses, and damages incurred.

13.10 What Constitutes Abandonment

The Grantor shall be entitled to exercise its options in subsection 13.9 if:

The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for three (3) consecutive days, unless in the case of Force

Majeure event or if the Grantor authorizes a longer interruption of service.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement, and Grantee and Grantor are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Grantor shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, or consolidation; nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the Grantor Council, acting by ordinance.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by Applicable Law.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State, or local law or regulations, or is currently under an indictment, investigation, or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data, including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and

(5) Has the financial, legal, and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease, or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical, and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment, or transfer of the Franchise or Cable System to an entity controlling, controlled by, or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the

provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term, or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court, legislative body or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term, or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State, and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address and email address for the service of notices by mail/email. All notices shall be sent via email, and such notices shall be effective upon sending. A copy may also be sent overnight delivery postage prepaid to such respective address. These addresses may be changed by the Grantor or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast Cable Communications Management, LLC
410 Valley Ave. NW, Suite 9
Puyallup, WA 98371
Attention: Franchise Director
Email address: jamison_harris@cable.comcast.com

With a copy to:
Comcast Cable Communications Management, LLC
900 132nd Street SW
Everett, WA 98204
Attention: Franchising Department
Email address: lauri_donaldson@cable.comcast.com

The Grantor's address shall be:

City of Sumner
1104 Maple St, Suite 200
Sumner, WA 98390
Attn: City Administrator, Jason Wilson
Jason2@sumnerwa.gov

with a copy to:

City of Sumner
1104 Maple St, Suite 200
Sumner, WA 98390
Attn: City Attorney, Andrea Marquez
Andrean@sumnerwa.gov

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise.

16.5 Binding Effect

This Franchise shall be binding upon the Parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the Parties.

16.10 Jurisdiction

Venue for any judicial dispute between the Grantor and Grantee arising under or out of this Franchise shall be in Pierce County Superior Court, Washington, or in the United States District Court for the Western District of Washington in Seattle.

16.11 No Third-Party Beneficiaries

Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

16.12 Acceptance

Within sixty (60) days of receipt of an executed Franchise from the Grantor, this Franchise shall be executed by Grantee by filing with the Grantor Clerk. In addition to filing the executed Franchise, Grantee shall furnish the additional insured endorsements and certificates of insurance required pursuant to Section 5. The failure of Grantee to file the executed Franchise shall be deemed a rejection by Grantee and this Franchise shall then be voidable at the discretion of the Grantor.

16.13 Termination of Prior Franchise Grantee and the Grantor agree that this Franchise replaces and supersedes Ordinance 2072 (the “Prior Franchise”) with respect to Grantee; provided, however, that the grant of this Franchise shall have no effect on Grantee’s obligations to indemnify or insure the Grantor against acts and omissions occurring during the period(s) that the Prior Franchise was in effect, nor shall it have any effect upon liability to pay all Franchise Fees consistent with Washington State statute of limitations that were due and owed under a Prior Franchise.

IN WITNESS WHEREOF, this Franchise is signed in the name of the _____ of _____, Washington this ____ day of _____, 2022.

ATTEST:

CITY OF SUMNER, WASHINGTON:

Clerk

Kathy Hayden_____

Title:

Mayor_____

APPROVED AS TO FORM:

Attorney

Accepted and approved this ____ day of _____, 2022.

ATTEST:

COMCAST CABLE
MANAGEMENT, LLC

COMMUNICATIONS

Public Notary

Name/Title: _____

SUBJECT: Ordinance No. 2828 - Parking Code Amendments

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2828 - Parking Code Amendments
-

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

Ordinance No. 2828 would amend the City of Sumner Parking Code to allow school bus parking on the southside of Mason Street and remove the RPZ 1 designation because the new Sumner High School expansion will have bus parking in this location. This was in response to a request by the Sumner-Bonney Lake School District. Furthermore, the Parking Code amendments would prohibit parking on the south side of 45th Street East in a section 350 feet east of Tacoma Avenue to reduce congestion and increase maneuverability for commercial trucks creating a safer roadway.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee

MEETING/STUDY SESSION DATE: 6/22/2022

COMMITTEE RECOMMENDATION: Do pass

STAFF RECOMMENDATIONS/MOTION:

Move to approve Ordinance No. 2828 amending the City's Parking Code Chapter 10.36.

**ORDINANCE NO. 2828
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE EXPANDING THE NO PARKING AREA ON 45TH STREET EAST, AND ALLOWING SCHOOL BUS PARKING ON MASON STREET, WHICH AMENDS SECTION 10.36.020, 10.36.060, 10.36.070, AND 10.36.095 OF THE SUMNER MUNICIPAL CODE.

WHEREAS, the Sumner-Bonney Lake School District requested that the City amend the Parking Code to allow school bus parking on the southside of Mason Street and remove the RPZ 1 designation because the new Sumner High School expansion will have bus parking in this location; and

WHEREAS, prohibiting parking on the south side of 45th Street East in a section 350 feet east of Tacoma Avenue to reduce congestion and increase maneuverability for commercial trucks creating a safer roadway; and

WHEREAS, the Community Development Committee reviewed the proposal on June 22, 2022, and unanimously approved a recommendation to the City Council for approval of the proposed amendments.

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

Section 1. That Sumner Municipal Code section 10.36.020 “Trucks and trailer parking”, is hereby amended to read as follows:

"10.36.020 Truck and trailer parking.

A. It is unlawful for any person to park or leave standing on any street within a residential area or on that portion of a street abutting a residential area any of the following:

1. A truck with a gross vehicle weight rating (GVWR) in excess of 24,000 pounds, or being in excess of 22 feet in length;
2. A trailer having a GVWR in excess of 10,000 pounds or being in excess of 20 feet in length;
3. A commercial vehicle having a width of 96 inches (eight feet) or more;
4. Any truck or trailer not having a current and valid truck or trailer license;
5. Any truck, trailer or other motor vehicle which constitutes a street or driveway sight distance obstruction or impairs the movement of emergency vehicles along the street;
6. Any recreational vehicles of 24,000 pounds GVWR or being greater than 28 feet in length regardless of GVWR, except as provided in SMC 10.36.114.1; provided, however, notwithstanding SMC 10.36.114.1, RVs exceeding eight feet, six inches in width, 14 feet in height and 32 feet in length shall be prohibited from parking on residential streets.

B. No person shall park or allow to remain standing on or in the public right-of-way any commercial truck, trailer or truck-trailer combination, as follows:

1. No person shall park or allow to remain standing for more than eight hours at a time any truck, trailer or truck-trailer combination over 24,000 pounds gross weight capacity upon any of the streets, avenues or alleys within the city limits unless otherwise specified in this chapter.
2. No commercial trailer may be detached from a motorized vehicle and left unattended in the public right-of-way unless otherwise specified in this chapter.
3. No unattended vehicle of any size carrying hazardous materials shall be allowed to park at any time upon any of the streets, avenues or alleys within the city limits.
4. Between the hours of 9:00 p.m. and 6:00 a.m., no person shall park a commercial vehicle upon the public right-of-way within 500 feet of residential dwellings and permit any motor, engine, compressor or other device to operate for more than 10 consecutive minutes or a total of 10 minutes within any two-hour period.
5. On 24th Street East from the West Valley Highway east to the White River foot bridge.
6. On both sides of 132nd Avenue East from 16th Street East south to the end of the street.
7. On the north side of 45th Street East from Tacoma Avenue east to the end of the road.
8. On the west side of 149th Avenue East and 150th Avenue Court East from 45th Street East north to the end of the road.
9. On both sides of 142nd Avenue East from 24th Street East south to Tacoma Avenue Bridge.
10. *Repealed by Ord. 2756.*
11. On the north side of 29th Street East from 142nd Avenue East easterly 554 feet.
12. On the south side of 29th Street East from 142nd Avenue East easterly 244 feet.
13. On both sides of Tacoma Avenue from 142nd Avenue East to Puyallup Street.
14. On the north side of 32nd Street East beginning at a point 150 feet east of 142nd Avenue East easterly to the end of the road.
15. On both sides of 32nd Street East beginning at a point 200 feet east of the West Valley Highway and easterly of the cul-de-sac to the end of the street.
16. On both sides of 136th Avenue Court East from 24th Street East south to the end of the road.

C. No person shall park or allow to remain standing on or in the public right-of-way any commercial truck, trailer or truck-trailer combination, for more than four hours in the following locations:

1. On both sides of 16th Street East from West Valley Highway east to State Route 167.
2. On both sides of 16th Street East from State Route 167 east to the end of the road.
3. On both sides of 20th Street East from 137th Avenue East to 138th Avenue East.
4. On the south side of 32nd Street East beginning at a point 150 feet east of 142nd Avenue East easterly to the end of the road.

5. On the south side of 45th Street East from a point 350 feet east of Tacoma Avenue east to the end of the road.
6. On both sides of 48th Street East from West Valley Highway east to the end of the road.
7. On both sides of 52nd Street East from West Valley Highway east to the end of the road.
8. On both sides of Williams Avenue from Puyallup Street south to the end of the road.
9. On both sides of West Valley Highway from 16th Street East south to Sumner Heights Drive.
10. On both sides of East Valley Highway from city limits south to Elm Street.
11. On both sides of 136th Avenue East from 16th Street East south to 24th Street East.
12. *Repealed by Ord. 2810.*
13. On both sides of 137th Avenue East from 16th Street East south to 20th Street East.
14. On both sides of 138th Avenue East from 20th Street East south to 24th Street East.
15. On both sides of 140th Avenue East from 16th Street East to 24th Street East.
16. On both sides of 140th Avenue Court East from Stewart Road south to the end of the road.
17. On both sides of 142nd Avenue East from Tacoma Avenue to a point 644 feet to the south.
18. On both sides of Puyallup Street from Fryar Avenue to East Valley Highway.
19. On the east side of 149th Avenue East and 150th Avenue Court East from 45th Street East north to the end of the road.

D. Any vehicle found to be parked or standing in violation of this section shall constitute a public nuisance, and such vehicle may be impounded if no operator is present to immediately comply with this section.”

Section 2. That Sumner Municipal Code section 10.36.060 “Prohibited parking”, is hereby amended to read as follows:

“10.36.060 Prohibited parking.

No person shall park or allow to remain standing for any length of time any automobile, truck or other vehicle upon the following alleys and streets:

- A. All alleys;
- B. South side of Maple Street westerly from Wood Avenue for 90 feet;
- C. Fryar Avenue from Main Street to Puyallup Street;
- D. East side of Wood Avenue northerly of Maple Street for 44 feet;
- E. East side of Ryan Avenue between Main Street and North Street;

- F. West side of Kincaid Avenue northerly of Park Street for 53 feet;
- G. West side of McMillan Avenue between 16th Street and Everett Street;
- H. East side of Sumner Avenue between Main Street and Park Street;
- I. North side of Main Street easterly of Fryar Avenue for 270 feet;
- J. North side of Main Street from Valley Avenue to Lewis Street;
- K. South side of Main Street westerly from Valley Avenue for 256 feet;
- L. West side of Ryan Avenue between Maple Street and Park Street;
- M. West side of Wood Avenue from North Street to Maple Street;
- N. East side of Cherry Avenue between Main Street and Academy Street;
- O. West side of Steele Avenue;
- P. Either side of Main Street, Sumner Avenue to Wood Avenue;
- Q. West side of Lewis Avenue from Main Street to Academy Street;
- R. East side of 151st Street East from 63rd Court Street East southerly for 150 feet;
- S. East side of 152nd Street East from 63rd Court Street East to Meade-McCumber Street;
- T. South side of 63rd Street Court East from Valley Avenue East to 253 feet east of 152nd Street;
- U. Either side of Zehnder Street;
- V. South side of Main Street from Graham Avenue easterly for 162 feet;
- W. *Repealed by Ord. 2604*;
- X. *Repealed by Ord. 2604*;
- Y. East side of Wood Avenue northerly of Main Street for 65 feet;
- Z. Within any space marked as a fire lane;
- AA. Either side of 32nd Street East easterly of 142nd Avenue East for 150 feet;
- BB. Either side of 32nd Street East easterly from West Valley Highway for 80 feet and circumventing the cul-de-sac; ~~and~~
- CC. On both sides of 20th Street East from 140th Avenue East to the end of the road; ~~and~~
- DD. East side of 136th Avenue Court East from 24th Street East south to the end of the street and within the cul-de-sac; and
- EE. South side of 45th Street East from Tacoma Avenue to a point 350 feet to the east.”

Section 3. That Sumner Municipal Code section 10.36.070 “Restricted Parking Zones,” paragraph H, Zone 1, is hereby amended to read as follows:

“H. Restricted Parking Zone. No person shall stop, stand or park a vehicle in violation of the posted or marked restrictions or when a permit or other authorization issued by the city is required as a condition for parking the same, or without a card or decal issued pursuant to RCW 46.16.381 being displayed in a prominent place on the vehicle. The following restricted parking zones and times are established, with parking prohibited without a permit issued by the city:

Zone 1

Parking is allowed for a maximum of one hour without a permit in the following locations and between the specified times:

1. Bonney Avenue, between Main and Academy Streets, and between Washington and 16th Streets, between the hours of 7:00 a.m. and 3:30 p.m., weekdays.
2. East side of Lewis Avenue, between Main and Academy Streets, between the hours of 7:00 a.m. and 3:30 p.m., weekdays.
3. Meeker Avenue, between Main and Park Streets, except on the west side of the street, between the hours of 7:00 a.m. and 3:30 p.m., weekdays, except where designated per SMC 10.36.095(B).
4. Maple Street, between Bonney and Meade Avenues, between the hours of 7:00 a.m. and 3:30 p.m., weekdays.
5. South side of Main Street, from Lewis Avenue extending east approximately 200 feet, where abutting a residential zoning district, between the hours of 7:00 a.m. and 3:30 p.m., weekdays.
6. Academy Street, between Lewis Avenue and Meeker Avenue, between the hours of 7:00 a.m. and 3:30 p.m., weekdays.
7. North side of Mason Street, between Wood Avenue and the eastern terminus of Mason Street, ~~except where Sumner High School property is adjacent to Mason Street, between the hours of 7:00 a.m. and 3:30 p.m., weekdays.~~
8. Langdon Street, between Wright and Bonney Avenues, between the hours of 7:00 a.m. and 3:30 p.m., weekdays.
9. Everett Street, from McMillan to Bonney Avenues, between the hours of 7:00 a.m. and 3:30 p.m., weekdays.

Zone 1

10. Lewis Avenue, from Voight Street to Academy Street, between the hours of 7:00 a.m. and 3:30 p.m., weekdays.
11. West Main Street between Traffic Avenue and Hunt Avenue between the hours of 7:00 a.m. and 7:00 p.m., weekdays and weekends.
12. Elizabeth Street between Hunt Avenue and Traffic Avenue between the hours of 7:00 a.m. and 7:00 p.m., weekdays and weekends.”

Section 4. That Sumner Municipal Code section 10.36.095 is hereby amended to read as follows:

“10.36.095 Student and Bus loading areas —~~Fifteen-minute limit.~~

A. No person shall park or allow to remain standing any automobile, truck or other vehicle for more than 15 minutes for the purpose of loading or unloading school related passengers and/or materials between the hours of 7:00 a.m. and 3:0030 p.m. of each day, except Saturdays, Sundays and holidays, upon the following streets:

A1. The north side of Main Street adjacent to 1707 Main Street; between the bus loop entrance and exit; and

B 2. The west side of Meeker Avenue from Main Street to a point 80 feet south.

B. Except for Sumner High School buses, no person shall park or allow to remain standing any automobile, truck or other vehicle on the south side of Mason Street from Wood Avenue to the eastern terminus of Mason Street, between the hours of 7:00 a.m. and 3:30 p.m., school weekdays.”

Section 6. Severability – Construction. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, the provisions of this ordinance shall control.

Section 7. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make the necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 8. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication, as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 18th day of July, 2022

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading: 7/18/2022
Date Adopted: 7/18/2022
Date of Publication:
Effective Date:

SUBJECT: Ordinance No. 2829 - 2022 Compensation Schedule Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2829 - 2022 Compensation Schedule Amendment

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City Council has recently approved a collective bargaining contract with the Teamsters Union Local 313. This compensation schedule amendment includes salary changes that were included in that CBA and fall within 2022 budget allocations.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
--

MEETING/STUDY SESSION DATE: 7/11/2022

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

To approve Ordinance No. 2829 - Amending the 2022 Compensation Schedule.

**ORDINANCE NO. 2829
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
AMENDING THE 2022 COMPENSATION SCHEDULE FOR EMPLOYEES REPRESENTED
BY THE TEAMSTERS UNION**

WHEREAS, the City is required to adopt an annual Compensation Schedule; and

WHEREAS, the City has established a 2022 Compensation Schedule for employees represented by the Teamsters Union Local 313; and

WHEREAS, the dollar amounts in Exhibit A represent wages in this group's recently adopted Collective Bargaining Agreement.

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

Section 1. Adoption. The City of Sumner 2022 Compensation Schedule for Teamsters employees attached hereto as Exhibit A, covering the period from January 1, 2022 through December 31, 2022, is hereby adopted.

Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

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

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 18th day of July, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Date Adopted: July 18, 2022
Date of Publication:
Effective Date:

Temporary and Seasonal Pay Grades							
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Seasonal	Laborer	SEA1	\$ 20.00	\$ 22.00	\$ 24.00	\$ 26.00	\$ 28.00
	Intern	SEA2	\$ 25.00	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00
Temporary	Temporary Administrative	TMP1	\$ 25.00	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00
	Temporary Professional	TMP2	\$ 55.00	\$ 60.00	\$ 65.00	\$ 70.00	\$ 75.00

Non-Exempt Pay Grades							
Classification	Typical Position Titles	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly-Regular Part Time	Animal Care Technician		\$ 16.00	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00
	Pollution Prevention Specialist		\$ 32.00		\$ 34.00		\$ 36.00
Labor	Custodial Technician	21	\$ 3,828	\$ 4,048	\$ 4,280	\$ 4,525	\$ 4,784
Professional	Technician, Administrative Assistant, Specialist, Assistant Planner	31	\$ 4,744	\$ 5,015	\$ 5,303	\$ 5,607	\$ 5,928
		32	\$ 4,910	\$ 5,191	\$ 5,489	\$ 5,803	\$ 6,136
		33	\$ 5,160	\$ 5,455	\$ 5,768	\$ 6,099	\$ 6,448
Technical	Administrator, Analyst, Assistant Engineer, Associate Planner, Building/Plans Inspector, Coordinator, GIS/CAD Specialist, IT Technician, Professional Standards Officer	41	\$ 5,659	\$ 5,983	\$ 6,326	\$ 6,689	\$ 7,072
		42	\$ 5,826	\$ 6,159	\$ 6,512	\$ 6,885	\$ 7,280
		43	\$ 6,325	\$ 6,687	\$ 7,071	\$ 7,476	\$ 7,904
		44	\$ 6,658	\$ 7,039	\$ 7,443	\$ 7,869	\$ 8,320

Exempt Pay Grades							
Classification	Typical Position Titles	Old Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Operations Managers	Building Official, Communications Director, Senior Planner, Superintendent, Operational Manager, Associate Engineer, Assistant Attorney, Project Manager	61	\$ 6,991	\$ 7,391	\$ 7,815	\$ 8,263	\$ 8,736
		62	\$ 7,157	\$ 7,567	\$ 8,001	\$ 8,459	\$ 8,944
		63	\$ 7,656	\$ 8,095	\$ 8,559	\$ 9,049	\$ 9,568
		64	\$ 8,322	\$ 8,799	\$ 9,303	\$ 9,836	\$ 10,400
		65	\$ 8,614	\$ 9,107	\$ 9,629	\$ 10,181	\$ 10,764
Deputy Director	Deputy Police Chief, Chief Financial Officer, Deputy City Attorney, City Engineer	71	\$ 9,945	\$ 10,515	\$ 11,117	\$ 11,754	\$ 12,428
		72	\$ 10,736	\$ 11,351	\$ 12,001	\$ 12,689	\$ 13,416
		73	\$ 11,734	\$ 12,407	\$ 13,118	\$ 13,869	\$ 14,664
Department Director	Department Director, City Attorney,	81					\$ 15,496
	Police Chief	82					\$ 15,912
Executive	City Administrator	91					\$ 16,848

Non-Exempt Represented Pay Grades								
Classification	Typical Position Titles	Old Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Union-IUOE	Operator In Training	OE1	\$ 5,237		\$ 5,676			
Union-IUOE	Operator	OE2	\$ 5,909	\$ 6,155	\$ 6,323		\$ 6,736	
Union-IUOE	Engineering Technician	OE3	\$ 5,571	\$ 5,892	\$ 6,226	\$ 6,584	\$ 6,961	
Union-IUOE	Journey Operator, Lab Technician	OE4	\$ 6,323	\$ 6,587	\$ 6,862		\$ 7,146	
Union-IUOE		OE5	\$ 5,990	\$ 6,335	\$ 6,694		\$ 7,486	
Union-IUOE	Senior Operator 3, Lab Analyst 3	OE6	\$ 6,862	\$ 7,146	\$ 7,385		\$ 7,503	
Union-IUOE	Senior Operator 4, Lab Analyst 4, Senior Engineering Technician	OE7	\$ 7,146	\$ 7,385	\$ 7,741		\$ 7,860	
Union-IUOE	Electrician/Instrumentation Technician, Pretreatment Coordinator	OE8	\$ 7,240	\$ 7,540	\$ 7,853		\$ 8,253	
Union-IUOE	Chief Operator	OE9	\$ 8,286				\$ 8,691	
Union-Police Commissioned	Police Officer	PC1	\$ 6,480	\$ 6,802	\$ 7,144	\$ 7,507	\$ 7,882	\$ 8,291
Union-Police Commissioned	Police Officer Detective	PC2						\$ 8,706
Union-Police Commissioned	Police Officer Sergeant	PC3						\$ 9,783
Union-Police Support	Animal Control Shelter Assistant	PS1	\$ 3,743	\$ 3,958	\$ 4,184	\$ 4,426	\$ 4,679	
Union-Police Support	Police Records Specialist 1	PS2	\$ 4,205	\$ 4,440	\$ 4,687	\$ 4,950	\$ 5,231	
Union-Police Support	Police Records Specialist 2	PS3	\$ 4,685	\$ 4,945	\$ 5,220	\$ 5,515	\$ 5,827	
Union-Police Support	Community Service Officer	PS4	\$ 5,011	\$ 5,269	\$ 5,537	\$ 5,825	\$ 6,133	
Union-Police Support	Animal Control Officer	PS5	\$ 5,086	\$ 5,346	\$ 5,621	\$ 5,911	\$ 6,221	
Union-Police Support	Animal Control Supervisor	PS6					\$ 7,280	
Union-Teamsters	PW Operator 1, Groundskeeper 1, Mechanic 1	TM1	\$ 5,013		\$ 5,196		\$ 5,350	
Union-Teamsters	PW Operator 2, Groundskeeper 2, Meter Technician	TM2	\$ 5,928				\$ 6,507	
Union-Teamsters	Mechanic 2, Facilities Maint Tech 2	TM3	\$ 6,022				\$ 6,692	
Union-Teamsters	PW Shops Senior Operator	TM4					\$ 6,692	
Union-Teamsters	Cemetery, Fleet, Parks & PW Field Supervisors	TM5	\$ 7,134				\$ 7,760	

CPI-U 5.5%
 Non-Rep @ 4.0% + 0.0% Market
 Op Engineers @ 4.0% + 0.0% Market

Teamsters @ 4.5%
 Police Guild Officers @ 4.5%
 Police Support @ 4%

JULY 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2
4	5	6	7	8	9
	4:00 PM Public Works Committee (Virtual/FF Conf Room) 6:00PM - **CANCELLED** Regular Council Meeting (Virtual/Chambers)	5:30PM Finance Committee (Virtual/FF Conf Room)	6:00PM Planning Commission (Virtual/Chambers)		
11	12	13	14	15	16
6:00PM Study Session (Virtual/Chambers)		5:30PM American Rescue Plan Committee (Virtual/FF Conf Room) 6:30PM **CANCELLED** Design Commission (Virtual/Chambers)	4:30PM Forestry/Parks Commission (Virtual/FF Conf Room)		
18	19	20	21	22	23
6:00PM Regular Council Meeting (Virtual/Chambers)		5:30PM Public Safety (Virtual/FF Conf Room)			
25	26	27	28	29	30
6:00PM Study Session (Virtual/Chambers)		5:00PM CD Committee (Virtual/FF Conf Room)	5:30PM Arts Commission (Virtual/FF Conf Room)		

*Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. **These meetings are accessible to persons with disabilities.** For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.*

Name: Michelle Converse, CMC

Title: City Clerk

City of Sumner
1104 Maple Street
Sumner, Washington 98390
Ph: (253) 299-5500 Fax: (253) 299-5509
Website: **www.sumnerwa.gov**