



Members: Councilmembers Kenna (Chair), Elfers, Evers, Reike (Alt.)

Staff: Michael Kosa, Alisa O’Haver-Ayala, Ryan Johnstone, Andrew Leach, Robert Wright, Courtney Littrell, Drew McCarty, Gursimran Singh, Thi Le, and Christy Tollefson

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight’s meeting in-person at City Hall (First Floor Conference Room), or virtually by using the meeting access link below:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 297 086 870 836 22 Passcode: kE9Fg2uf

[Download Teams](#) | [Join on the web](#)

Or call in (audio only) [+1 253-299-5500,,378233261#](#) United States, Sumner

[Find a local number](#)

CALL TO ORDER

COMMITTEE BUSINESS

1. Fryar Avenue Trail Project Property Acquisition - Dhaliwal Investment Group 2, LLC
2. Fryar Ave Trail - ROW Consultant Agreement Supplement
3. Heritage Park Phase 3 & 4 - Design Consultant Contract Amendment
4. Foster Pilot Water Rights Project - Consultant Contract Amendment
5. Resolution No. 1741: Setting Public Hearing Date for Vacation of the Alley South of Harrison St.

REPORTS

1. Project Status Report

ADJOURNMENT

SUBJECT: Fryar Avenue Trail Project Property Acquisition - Dhaliwal Investment Group 2, LLC

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,600.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Acquisition Documents -Dhaliwal

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Fryar Trail Project will construct approximately 3,300 linear feet of shared use path that parallels Fryar Avenue from West Main Street to Puyallup Street. In order to construct the project, partial acquisitions and/or easements are needed from twenty-three parcels along the project corridor. These twenty-three parcels are owned by thirteen different property owners. The City of Sumner was awarded \$655,143 in Federal CMAQ funding for right of way purchases and \$5,000,000 in WSDOT Pedestrian & Bicycle Safety Program state funds for completing the design, right of way, and construction of the project.

As part of the anticipated Fryar Avenue Trail project, the City is currently in the property acquisition phase. Dhaliwal Investment Group 2, LLC is a property owner within the project footprint. Dhaliwal Investment Group is willingly conveying the necessary property to the City for the project, for an agreed-upon price of \$1,600.00. This project is grant funded and this acquisition was negotiated with the assistance of the City's consultant, Commonstreet in accordance with all applicable laws.

<p>COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 2/3/2026 COMMITTEE RECOMMENDATION: Do Pass</p>

STAFF RECOMMENDATIONS/MOTION:

Motion authorizing the negotiated purchase of property from Dhaliwal Investment Group 2, LLC for purposes of constructing the Fryar Avenue Trail project for \$1,600 and authorizing Mayor to execute any and all documents necessary to effectuate the purchase in a form as approved by the City Attorney.

After recording return document to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

Document Title: Warranty Deed
Grantor: Dhaliwal Investment Group 2, LLC
Grantee: City of Sumner
Legal Description: Ptn. LT 2, PC SP NO. 78-696, VOL 29, PG 33
Additional Legal Description is on Pages 5 and 6 of Document
Assessor's Tax Parcel Number: Ptn. 0420247009

WARRANTY DEED

CITY OF SUMNER FRYAR AVENUE SHARED USE TRAIL

The Grantor(s), Dhaliwal Investment Group 2, LLC, a Washington limited liability company, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the City of Sumner, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, together with any after acquired interest of the grantor:

For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder of the herein described Parcel "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.

It is understood and agreed that delivery of this deed 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.

WARRANTY DEED

Date: 1/10/, ~~2025~~ 2026

Dhaliwal Investment Group 2, LLC, a Washington limited liability company

By: Manpreet Dhaliwal

Manpreet Dhaliwal, Member

By: Navdeep Kaur

Navdeep Kaur, Member

Accepted and Approved

City of Sumner

By: _____

Carla Bowman
Mayor of the City of Sumner

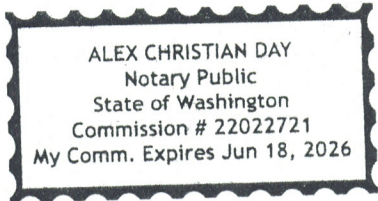
Date: _____

WARRANTY DEED

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Navdeep Kaur is the person who appeared before me, and said person acknowledged she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Member of Dhaliwal Investment Group 2, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10th day of January, 2025²⁶.



Alex Day
(Print Name)
Alex Day
Notary Public in and for the State of Washington
Residing at Shoreline

My Appointment Expires:
6/18/2026

EXHIBIT A
PARCEL NO. 0420247009
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE STATION Rwl 14+26.10, AS SHOWN ON CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, 14.34 FEET EASTERLY THEREFROM;

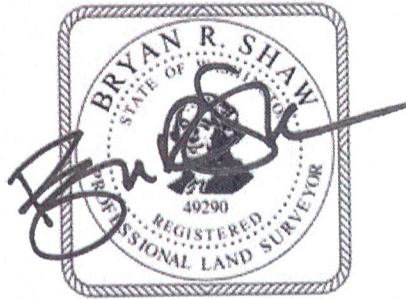
THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 13+92.00, 14.55 FEET EASTERLY THEREFROM AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 209 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER CHICAGO TITLE COMPANY ORDER NO. 242495, DATED JULY 23, 2024)

LOT 2, PIERCE COUNTY SHORT PLAT NO. 78-696, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1978 IN VOLUME 29 OF SHORT PLATS, PAGE 33, RECORDS OF PIERCE COUNTY, WASHINGTON.

09/24/24



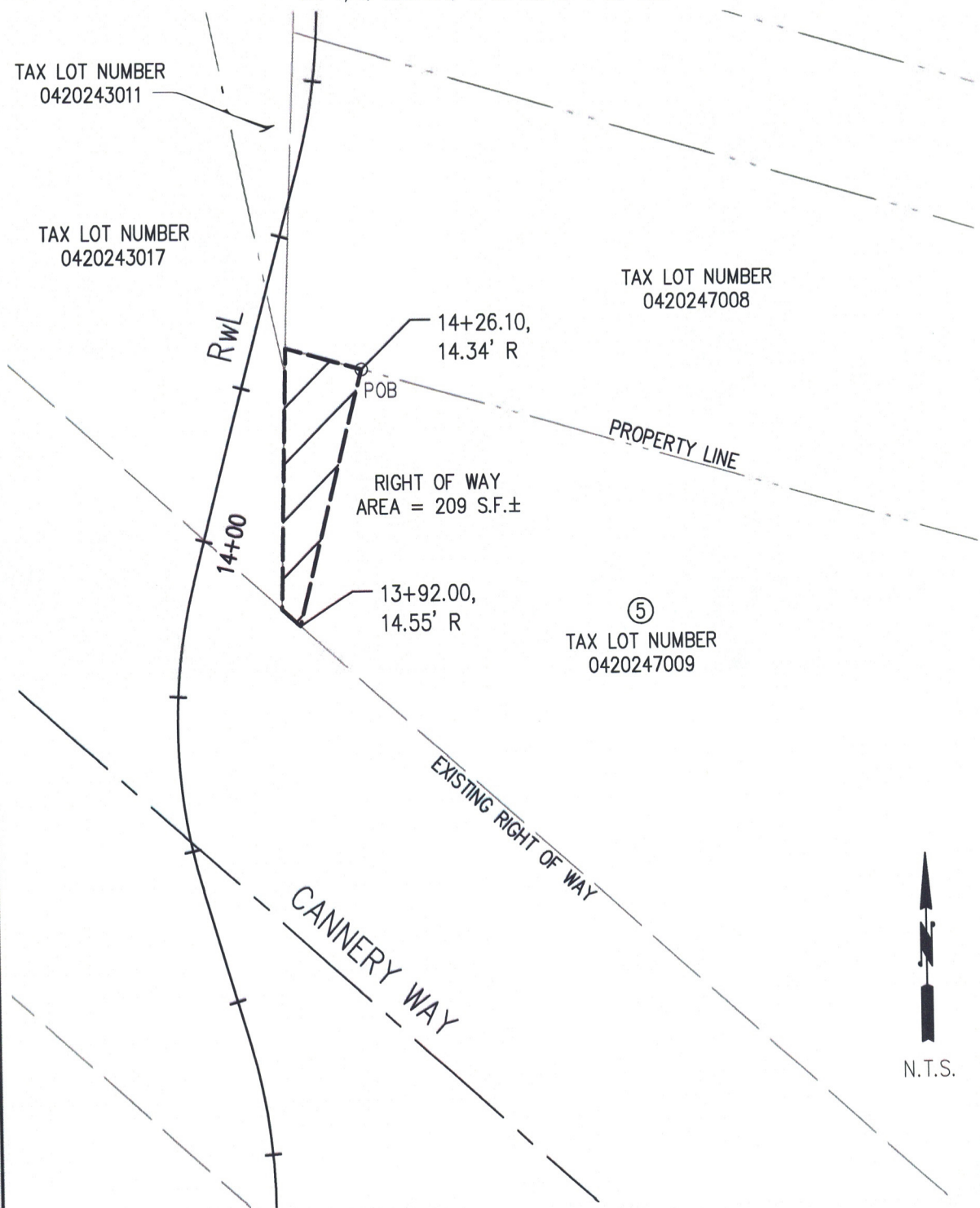
SW 1/4, SEC. 24, T. 20 N., R. 4 E., W.M.

TAX LOT NUMBER
0420243011

TAX LOT NUMBER
0420243017

TAX LOT NUMBER
0420247008

⑤
TAX LOT NUMBER
0420247009



DATE: SEPTEMBER 4, 2024

FILE: 5.DWG

KPG
PSOMAS

Seattle
3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT B
PARCEL 0420247009
RIGHT OF WAY ACQUISITION

REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner 1104 Maple Street Sumner, WA 98390		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) Dhaliwal Investment Group 2, LLC 28525 318th Drive SE Ravensdale, WA 98051		TIN/SSN:	X <i>Manpreet Dhaliwal</i>	1/10/26
PROJECT NO. AND TITLE Fryar Avenue Shared Use Trail A15.0029			X <i>Navdeep Kaur</i>	1/10/26
FEDERAL AID NO. TAP 1270(012)		PARCEL NO. 0420247009		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: Warranty Deed			DATED 1/10/2026	\$ AMOUNT
LAND: Fee Acquisition: 209 SF			+	\$800.00
IMPROVEMENTS:			+	
DAMAGES: Cost to Cure Proximity Other			+	
SPECIAL BENEFITS			+	
JC (Just Compensation) Amount			+	\$800.00
REMAINDER: Uneconomic Remnant Excess Acquisition			+	
ADMINISTRATIVE SETTLEMENT			+	
STATUTORY EVALUATION ALLOWANCE			+	
ESCROW FEE			+	
REAL ESTATE EXCISE TAX			+	
OTHER:			+	
ACQUISITION AGENT <i>[Signature]</i>		DATE 1/10/26	Voucher No.	
AUTHORIZED AGENT FOR AGENCY		DATE	TOTAL AMOUNT PAID \$1,600.00	

SUBJECT: Fryar Ave Trail - ROW Consultant Agreement Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$58,969.42

Within Budget Allocation: Yes

ATTACHMENTS:

1. Supplement_Scope&Fee

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Fryar Trail Project will construct approximately 3,300 linear feet of shared use path that parallels Fryar Avenue from West Main Street to Puyallup Street. In order to construct the project, partial acquisitions and/or easements are needed from twenty-three parcels along the project corridor. These twenty-three parcels are owned by thirteen different property owners. The City of Sumner was awarded \$655,143 in Federal CMAQ funding for right of way purchases and \$5,000,000 in WSDOT Pedestrian & Bicycle Safety Program state funds for completing the design, right of way, and construction of the project.

After a public Request for Qualifications solicitation to perform this service, qualifications from four (4) firms were received. City Staff reviewed the qualifications and found Commonstreet Consulting to be qualified to perform this work. A negotiated scope and budget were prepared with a total contract amount of \$240,115.85. Due to inexact process of estimating labor hours for property negotiations that is controlled by the attitudes, interests, and opinions of property owners, a contract supplement is needed. This supplement increases the total contract value by \$58,969.42 to a new total amount of \$299,085.27, based on a best estimate of the remaining work. This contract and supplement will be fully funded by the WSDOT Pedestrian and Bicycle Program grant.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/3/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Commonstreet's Consultant Services Contract for the Fryar Avenue Shared Use Trail (CIP 14-01), increasing the contract amount by \$58,969.42 to a total authorized amount not-to-exceed \$299,085.27, 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.



COMMONSTREET

CONSULTING

92 Lenora St, PMB 125
Seattle, WA 98121
(206)920-4017



info@csrow.com
www.csrow.com



January 2, 2026

Mr Andrew Leach

Associate City Engineer
City of Sumner-Public Works
1104 Maple Street, Suite 260
Sumner, WA 98390

Re: SUPPLEMENTAL Scope and Fee Proposal – City of Sumner: CIP 14-01 Fryar Avenue Shared Use Trail

Dear Mr Leach: Thank you for the opportunity to provide right of way services for this important trail project for the City of Sumner. This scope and fee proposal provided herein is a request for a supplement for a project with Federal Highway Administration (FHWA) funding in the Right of Way and Construction phases and is based on ICR/FAR rates in effect July 1, 2025. On December 2, 2025, a supplement was executed extending the contract to December 31, 2027.

Scope Summary and Project Understanding

This proposed supplement scope and fee is proposed to perform the the following tasks on this project:

- Roman I/Schatz-
 - Complete negotiations
 - With Roman
 - With Schatz
 - Secure WSDOT approval for administrative settlement
 - Support In House closing and payment process
- Dhaliwal formerly owned by Crane-
 - Execute settlement documents with LLC members
 - Support escrow closing and payment process, or
 - Comply with WSDOT requirements for accepting acquisition “subject to” lender’s interest
- Club Wealth-
 - Complete negotiations
 - Revise offer, subject to Review Appraiser’s opinion of value
 - Secure WSDOT approval for administrative settlement
 - Support In House closing and payment process
- Pierce County-
 - Revise terms/conveyance documents per County and City requirements
 - Get WSDOT approval for form of documents
 - Complete negotiations



- Support In House closing and payment process
- Liberty Development-
 - Complete negotiations
 - Secure WSDOT approval for administrative settlement
 - Identify and comply with LLC/corporate signing authority requirements
 - Support escrow closing and payment process
- Lewis Landmark-
 - Complete negotiations
 - Secure WSDOT approval for administrative settlement
 - Support escrow closing and payment process, including obtaining signing authority
- Carr Trust parcels-
 - Support In House closing and payment process
- PSE-
 - Comply with signing authority requirements
 - Support In House closing and payment process
- K&E Investments-
 - Support escrow closing and payment process

Assumptions

- The Right of Way Plan has been revised including, but not limited to, adding a parcel, revising property rights required, corrections to area required for PSE parcel, and editing to include property owners not included or whom have acquired the property during negotiations;
- Nash parcel sold to a new purchaser;
- Extensive title research has been required to identify and locate additional property owners including, but not limited to, Carr Trust, and reversionary interests in the PSE title;
- Pierce County negotiations have exceeded the level of effort assumed to account for concerns about undiscovered/undisclosed improvements in the acquisition areas;
- Management of subconsultant surveyor, appraiser, and review appraiser;
- Negotiations with Roman/Schatz, Club Wealth, Liberty Development, Lewis Landmark are complex, and involve property owners presenting objections, and unique arguments against settlement for just compensation amounts;
- Escrow processes, to pay property owners close transactions, prior to certification will require additional levels of effort than assumed;
- Certification requirements, WSDOT directives, and LAG Manual revisions require a greater level than effort than estimated.

Our efforts to reach amicable settlements have taken longer than anticipated with the majority of property owners impacted by this project. Of course, Commonstreet will compile and provide completed/closed files to



provide to WSDOT Olympic Region LAC and will clarify and respond to WSDOT Olympic Region staff to complete certification process.

The original projections were based on 781 total hours of labor. Estimating labor required for negotiations is an inexact process and highly dependent on factors unknown at the time of the initial contract, the attitudes, interests, and biases of property owners. This is a request for a supplement to the contract to increase the level of effort by 321 hours.

Best regards,

A handwritten signature in blue ink, appearing to read 'Ted Parry'.

Theodore R. Parry, JD
Senior Project Manager

Scope and Fee Table Summary

CIP 14-01 Sumner: Fryar Shared Use Trail-Supplemental Budget

1/5/26

The overhead rate shall increase to the revised state overhead rate, effective upon approval of the revised overhead rate by the state in which the project is located.

Indirect Cost Rate	121.85%
Fixed Fee %	30.00%

Tasks	Job Classifications	Fully Burdened NTE Rate	Qty.	Total	
1.0	Project Management and Administration	<i>Principal</i>	\$314.81	5	\$1,574.06
		<i>Sr. Project Manager</i>	\$249.33	21	\$5,235.96
		<i>Sr. Project Control Specialist</i>	\$171.26	30	\$5,137.74
2.0	Title Review and Conveyance Documents Drafts	<i>Sr. Project Control Specialist</i>	\$171.26	45	\$7,706.61
3.0	Legal Descriptions	<i>Sr. Project Control Specialist</i>	\$171.26	2	\$342.52
4.0	Appraisal and Appraisal Review Coordination	<i>Sr. Project Control Specialist</i>	\$171.26	6	\$1,027.55
5.0	Negotiations, Administrative Settlements, and QA/QC	<i>Sr. Right of Way Agent</i>	\$204.00	75	\$15,299.89
		<i>Right of Way Agent</i>	\$125.93	60	\$7,555.50
6.0	Project and File Close-out	<i>Sr. Project Control Specialist</i>	\$171.26	55	\$9,419.19
		<i>Project Manager</i>	\$219.11	22	\$4,820.41
Labor Hours Total			321	\$58,119.42	
Expenses	Type	Rate	Qty.	Total	
	Other Direct Costs (ODC's)	<i>Reproduction, Postage, and Delivery</i>	\$500.00	1	\$500.00
		<i>Mileage at current federal rate</i>	0.70	500	\$350.00
Expense Total				\$850.00	
Contract Total				\$58,969.42	

SUBJECT: Heritage Park Phase 3 & 4 - Design Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$555,405.00

Within Budget Allocation: Yes, with 2026 Q1 Budget Amendment

ATTACHMENTS:

1. Amendment 5 - Jett Landscape Architecture + Design, Inc.

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:

For the Main Street Vision Project, in 2022-2023, JETT Landscape Architecture + Design worked with the City to re-imagine Reuben Knoblauch Heritage Park as a more active, useful heart of the City for special events and everyday use. In 2024, JETT completed the full design for Heritage Park and Hops Alley, including permit-ready plans for new Heritage Park Event Building. In 2025, the City constructed Heritage Park Phase 2 & Hops Alley, funded by a grant from Pierce County Lodging Tax, Sumner Lodging Tax, Park Impact Fees, and utility funds.

To continue to advance the project, JETT has been requested to provide additional professional services to complete the Phase 3 and Phase 4 construction drawings and technical specifications necessary to make the project bid-ready. Approval of this contract amendment will increase the total not-to-exceed contract amount with JETT Landscape Architecture + Design, Inc. to \$2,767,620.00.

<p>COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 2/3/2026 COMMITTEE RECOMMENDATION: Do Pass</p>

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to JETT's Consultant Services Contract for the Heritage Park & Alley project (W-22-04), increasing the contract amount by \$555,405.00 to a total authorized amount not-to-exceed \$2,768,620.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 5

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Jett Landscape Architecture + Design, Inc.**

CONTRACT NAME & PROJECT NUMBER: **Heritage Park & Alley Master Plan (W-22-04)**

ORIGINAL AGREEMENT DATE: **October 17, 2022**

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

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

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

See Exhibit A

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

Original Contract Sum, <i>including applicable WSST</i>	\$215,000.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$1,998,215.00
Current Contract Amount <i>including all previous amendments</i>	\$2,213,215.00
Current Amendment Sum	\$555,405.00
Applicable WSST Tax on this Amendment	N/A
Revised Contract Sum	\$2,768,620.00

Original Time for Completion (insert date)	12/31/2024
Revised Time for Completion under prior Amendments (insert date)	12/31/2026
Add'l Days Required (±) for this Amendment	0 calendar days
Revised Time for Completion (insert date)	N/A

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

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

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

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

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



Landscape Architecture + Design

Orinda Office
2 Theatre Square
Suite 218
Orinda, CA 94563
925.254.5422 P

Seattle Office
3445 California Avenue SW
Suite A
Seattle, WA 98116
206.947.6869 P

AMENDMENT PROPOSAL FOR PROFESSIONAL SERVICES

DATE: January 27, 2026 *(Revised from 11/25/25)*

TO: Drew McCarty, CACM
Assistant Engineering Manager
City of Sumner
1104 Maple Street
Sumner, WA 98390

PROJECT: Reuben A. Knoblauch Heritage Park, Event Building & Hops Alley – **Amendment 05**

CLIENT: City of Sumner Parks Department

CC: Derek Barry, Community Services Manager
Alisa O’Haver-Ayala, City Engineer

Dear Drew,

JETT Landscape Architecture + Design, Inc. is pleased to have the opportunity to submit the following amendment proposal to the City of Sumner for Landscape Architectural Services for the Reuben A. Knoblauch Heritage Park, Event Building for Phase 3 and 4 of construction & bid documentation, in the City of Sumner, Washington.

Our team is excited to continue building on our work in the downtown core with the City in these next phases of documentation and permit. Feel free to contact me anytime to discuss this proposal, or if any of the above requires further clarification.

Sincerely,
Jett Landscape Architecture + Design

A handwritten signature in black ink, appearing to read "TB", written over a light blue horizontal line.

Todd L. Bronk, Principal
WRLA #1056

GENERAL SCOPE OF WORK

The following Scope of Work is based upon the City of Sumner’s Master Plan for Heritage Park Phased construction documentation for Phase 3 – 100% Plans, completed 12/30/2024 and the Phase 4 – Heritage Park Event Building – 50% Plans completed in 11/30/2024.

Exhibit A provides the overall scope areas Phase 3 and 4 of the park and event building.

Exhibit B provides a task-based schedule for the project with an anticipated completion date for all work.

Exhibit C provides a breakdown of fees, including sub-consultants for the overall scope of this proposal.

All work will be in close collaboration with the City of Sumner and JETT’s design team assembled for this project per the following detailed scope of services.

The project consists of the following tasks / scopes of work:

1. Phase 3 - Heritage Park Documentation
2. Phase 4 - Heritage Park Event Building (HPEB) Bid Documentation (broken down per City request)
 - (1) Plan Documentation
 - (2) Bid Specifications
 - (3) Advanced Renderings
3. Project management

The scope of work will include the following disciplines | professional design firms:

1. Landscape Architecture | JETT
2. Civil Engineering & Site Estimation | JMJ
3. Electrical Engineering | GFT
4. Structural Engineering | Swenson Say Faget
5. Survey | Truland
6. Architecture. Building Project Management | TCF Architecture - (refer to Exhibit D)
 - o Structural Engineering | PCS
 - o Mechanical, Electrical, Plumbing Engineering | GFT
 - o Estimation (Building) | RC Cost Group
 - o Envelope Consultant | ABBAE
 - o Hardware | Adams Consultant
 - o Coatings | TM Coatings
 - o Acoustical | Tenor

DETAIL SCOPE OF WORK

The JETT team will provide services in accordance with tasks and deliverables outlined below. The JETT team will work collaboratively with the City of Sumner (City) and in the following phases:

Task 1: Heritage Park – Phase 3 Bid Documentation

1.1 Update Site Survey – Heritage Park Site

1. JETT will provide an electronic update to the Site Survey for the development of the Phase 3 and 4 bid documents based on the recently completed work at Heritage Park in 2025 and the temporary installation of the interim park.
 - A. Limits would be roughly to outer curb lines.
 - B. This is for above-ground features only so no measurements inside manholes, catch basins, etc.
 - C. This also does not include any costs for a utility subcontractor to come out and mark conductible utilities such as power, telephone, etc.
 - D. Keep in mind that our original scope included full topo within the roads but was limited to only utilities within the park area. A full topographic survey of the park this time to get all the new hardscape grades for connections in Phase 3 documentation.

1.2 100% Construction Documents

1. Duration: Refer to Schedule, Exhibit B
2. Description: 100% Construction Documents are intended to be an opportunity to develop and issue Permit Drawings for any elements (stage structure, light poles, etc.) required, provide correction and comment Responses necessary to obtain local building permit(s) based on the previously completed Phase 3, 90% construction documents issued in December 2024. During this phase the Team will produce final details for construction, include lessons learned from the construction of phase 2 in 2025, and transfer WSDOT front-end specifications and project specifications to CSI format to allow both Phase 3 and Phase 4 to bid to a single contractor. These documents will be provided in a digital review set, for the City to review, comment and respond prior to the Bid Document phase.
 - A. The Drawings will advance the sheets delivered at the 90% Construction Document level to final 100% Construction documents, permit ready, bid ready plans and specifications.
 - B. A comment response document will be provided for all building permit comments and responses for coordination and record utilizing a Bluebeam mark up or spreadsheet.

Advanced MEP Services provided by per city request have been included in the 100% Construction Documentation and include design and coordination with City staff and installation teams. The base scope and fee structure currently includes the following:

- C. **Stage and Event Lawn AV Design:** The basic site infrastructure only scope to support the A/V is included with the basic service. If a complete site PA and A/V system design is required, this would require additional coordination and design with Technology personnel.
- D. **CCTV:** The basic site infrastructure only scope to support the site CCTV coverage is included with the basic service. If a complete installed CCTV system design is required, this would require additional coordination and design with Technology personnel.
- E. **PSE Follow-up and Coordination of Service Transformer:** Lead the coordination with PSE to coordinate and finalize required offsite 3-phase power underground extension to support the Heritage Park building service transformer. This additional scope will also include further coordination to apply for variance for an underground transformer.

3. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Electrical Engineering
 - D. Structural Engineering
4. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
 - C. (1) VE Meeting (if necessary)
5. Deliverables:
 - A. Meeting Agendas
 - B. Meeting Notes
 - C. Outdoor Mechanical / Electrical systems design & coordination.
 - i. AV at Stage and Park areas
 - ii. AV controls and connection into Event Building – conduit only placement by JETT (City consultant to finalize design)
 - iii. Wi-Fi at Park areas in coordination with Event Building
 - iv. CCTV locations, routing, and design – conduit only placement by JETT (City consultant to finalize design)
 - v. Coordination / Design of Service transformer for the building and site electrical needs. Includes exploration of underground system in vault with PSE.
 - vi. Routing / coordination of all park lighting controls into Event Building (Phase 4)
 - D. 100% Submittal:
 - i. 100% Construction Drawings (Permit ready)
 1. Structural Calculations
 2. Stormwater Report
 3. CSI Specifications
 4. Front End Specs
 5. Cost Estimate Update
 - ii. The base bid of the proposal assumes the following permits may be required for bid document development and will be confirmed by City of Sumner
 1. Civil Site Permit
 2. Fire Permit (site)
 3. Phase 4 permit coordinated with site elements (as needed)
 4. Right of Way permit (as needed)
 5. Building Permit – Stage Element / Lighting (if needed)
 - E. Permit Correction/Response Round 1
 - F. Permit Correction/Response Round 2
 - G. QA/QC Documentation on 100% Submittal

1.3 Bid Documents

1. Duration: Refer to Schedule, Exhibit B
2. Description:
 - A. The Team will work during this phase to ensure that the Bid Document package is complete such that the City may issue it for Public Bids. Resolution of Permit and Review comments will be incorporated. The final bid plans will incorporate all building permits and city review comments into a bid ready package.

3. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Electrical Engineering
 - D. Structural Engineering
4. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
5. Deliverables:
 - A. Meeting Agendas
 - B. Meeting Notes
 - C. Markups on City Front End Specs
 - D. Draft Bid Document Submittal:
 - i. CSI Specifications Book:
 1. Front End Specs
 2. CSI Specifications
 - ii. Cost Estimate Final update
 - E. Bid Document Submittal
 - F. Record of Decision Matrix

End of Task 1 Base Scope of Services

Task 2: Heritage Park Event Building – Phase 4 Bid Documents

2.1 100% Construction | Permit | Bid Plans

Duration: Refer to Schedule, Exhibit B

1. Project Restart and Coordination:

- A. Description: (TCF) Regrouping of the design team and restart design activities. Because previous staff on the project are working on other projects its likely new staff will be involved and will need to get up to speed on the project by reviewing the documents, getting familiar with materials etc., regrouping meetings with JETT, consultants and the City in preparation for document completion.
- B. Meetings:
 - i. (1) Client Meeting
 - ii. (1) Team Meeting

2. Council Chambers Document update:

- A. Description: (TCF, PCS, GFT) The design team will adjust the existing council chambers drawings based on the edits provided by the City shown below. Including, floor plans, elevations, finish schedules, MEP, Structural, and low voltage and other related impacted items. This assumes that there are no changes to the building footprint and exterior wall locations and is only interior adjustments.
- B. Meetings:
 - i. (2) Client Meeting
 - ii. Up to (2) Team Meeting
- C. Deliverables:
 - i. Progress plans for design update
 - ii. Final plans for design update, confirmed by client team.

3. Site Design Coordination:

- A. Description: (TCF, JETT, JMJ, GFT) Building design team final coordination with site civil and landscape designs, stormwater management, site furniture, entry points, and shared indoor / outdoor facilities.
- B. Meetings:
 - i. (1) Client Meeting
 - ii. Up to (2) Team Meeting
- C. Deliverables:
 - i. Background updates to JETT for Phase 3 site based on final building updates.

4. Roof landscape Design:

- A. Description: (JETT, TCF) Finalize design and documentation of the roof and balcony area in coordination with landscape architect team, including specifications. Design will include coordination of hardscape materials, exterior furniture, access to green roof for maintenance, and guard railings (TCF).
- B. Meetings:
 - i. (1) Client Meeting
 - ii. Up to (2) Team Meeting
- C. Deliverables:
 - i. Final backgrounds in Revit to JETT, including building roof profiles, drainage locations, and parapet conditions.
 - ii. Plans and details for roof terrace coordinated with the building documents.

5. Permit Submittal and responses:

- A. Description: (All) Prepare and submit building permit application and documents. This also includes some time for responses to the AHJ’s building permit comments. Site related permitting plans and coordination with landscape and civil in phase 3 documentation.
- B. Meetings:
 - i. (1) Client Meeting
 - ii. Up to (2) Team Meeting
- C. Deliverables: (TCF lead)
 - i. Building Permit Submittal with any required site plans from Phase 3 included.
 - ii. Permit comment response document to City comments (up to 2 rounds)
 - iii. Updated permit plan documents

6. 100% Construction | Bid Ready Plans:

- A. Description: (All) Develop drawings to 100% CD level in preparation for bidding the project based on final permit comments and City approval of all comments.
- B. Meetings:
 - i. (1) Client Meeting
 - ii. Up to (3) Team Meeting
- C. Deliverables:
 - i. 100% Construction Plans coordinate
 - ii. 100% Construction estimate

7. Post Submittal Miscellaneous Efforts:

- A. Description: (TCF) This is to cover any discussions, meetings and coordination between 100% Construction documents and bidding.
- B. Meetings:
 - i. As needed
- C. Deliverables:
 - i. Updated plans as needed.

8. HPEB Management Reserve Fund:

- A. Description: (TCF) Based on conversations with the city there is the possibility of additional adjustments elsewhere in the building. This is meant to cover those efforts. This is an estimate and the actual fee needed for any changes is unknown.

2.2 Bid Specifications (HPEB)

- 1. Description: Prepare bid level specifications based on the 50% CD specifications prepared for the Event Building in 2024 in CSI format.
 - A. Review and respond to client comments on prior specifications at 50% CD.
 - B. Meeting(s) with City to confirm any final product, finishes, etc. in preparation for Draft Bid Specification deliverable.
 - C. Review and respond to client comments on Draft Specifications and prepare a response presentation to the City for approval to move forward with final Bid Specifications.
 - D. Prepare Bid Specifications and collaborate on front-end specification items with City staff.
- 2. Meetings:
 - A. (3) Client Meetings
- 2. Deliverables:
 - A. Draft Bid Specifications
 - B. Final Bid Specifications

2.3 Advanced Building Renderings

1. Duration: Refer to Schedule, Exhibit B
2. Description:
 - A. Model Clean up and Material Placement for Heritage Park and Event Building.
 - i. Update interior models to represent current materials, colors, and finish of elements in collaboration with the final specification documentation.
 - ii. Update site models with updated park design representing materials, spaces, and details per specifications of the Phase 3 documentation package
 - B. Animation
 - i. Develop coordinated animation of interior and exterior renderings for the following spaces:
 1. Interior floors
 2. Transition spaces
 3. Exterior rooms (Play area, Event Lawn / stage, Main Street Plaza, and Festival Alley (Hops Alley)
 4. Develop daily animation and event animation.
 - ii. Utilizing a completed model from the Task 1 renderings, create a draft animation to share with the City for comments and input.
 - iii. Update final animation per City comments, add final entourage, furniture, and lighting effects. Assume 1 round of review by City for animation.
 - iv. Present final animation to client / owner and prepare a full size and reduced file size (for website viewing).
4. Meetings:
 - A. (2) Client Meetings
5. Deliverables:
 - A. Draft Animation presentation
 - B. Final Animation presentation, large and small file format.

End of Task 2 Base Scope of Services

Task 3: Project Management (JETT)

3.1 Project Management

3. Management of project tasks, schedule, milestones.
4. Project Management
 - C. Client Meetings
 - i. Meeting Agendas
 - ii. Meetings Minutes / record of discussions and decisions.
 - D. Detailed master project schedule with monthly updates
 - E. Project progress reports included with monthly invoices
 - F. Changes to schedule, deliverables, and tasks throughout the life of the project including management of project contingency budget as part of the overall fee.
5. Team management
 - A. Contracting, insurance, and administrative needs surrounding team contracts, invoices, and scheduling.
 - B. Collection of invoices, payments, and distribution of payment.

3.2 Management contingency

1. Project contingency will consist of a fund of approximately 5% of the overall fee for the project to allow for unknowns in the current scope of work, significant changes in scope or schedule at the request of the client or project needs during the life of the project.

This contingency will also be a repository for any unused fees (from scope not completed under contract in each task) that can be redistributed to the project team as needed during the proposed project schedule timeline by JETT.

FEES AND EXPENSES

Fees for the above services will be provided on a Lump Sum basis and invoiced monthly based upon percentage completion on each task and phase of work. The below fees for base services include all sub-consultant fees. Refer to breakdown of fees in Exhibit E.

Base Services

Task 1.0: Heritage Park – Phase 3 Documents	\$ 224,420
Task 2.0: Heritage Park Event Building	\$ 268,825
2.1: Heritage Park Event Building – Phase 4 Documents	\$ 232,360
2.2: Heritage Park Event Building – Phase 4 Bid Specifications	\$ 18,160
2.3: Heritage Park Event Building – Phase 4 Advanced Renderings	\$ 18,305
Task 3.0: Project Management	\$ 60,160
Project Management	\$ 35,160
Project Management Contingency	\$ 25,000
Total Base Services Fee	\$ 553,405
Reimbursable Expenses (Budget Estimate)	\$ 1,000
Total Fee	\$ 555,405

Reimbursable expenses are included in the above fees and will be billed on a time and materials basis as described under Schedule of Hourly Rates and Expenses. The above amount is for budgeting purposes and may be subject to modification within the total fee amount. Please see Assumptions and Schedule of Hourly Rates and Expenses below.

ADDITIONAL SERVICES

Fees for the following optional services are not included in the above Scope of Work and Fees and may be negotiated on a task-by-task basis or at stated hourly rates. JETT will provide a detailed estimate of fees and expenses for Client approval prior to commencing with these services and utilize the management contingency as part of Task 4: Project Management if funds are available.

- | | |
|---------------------------------------------------------------------------|--------------------|
| 1. Change in overall schedule of the project as outlined in Exhibit B | Time and Materials |
| 2. Additional permit submittals not identified in the above scope of work | Time and Materials |
| 3. Additional advanced graphics / renderings not identified above | Time and Materials |

SCHEDULE OF HOURLY RATES (JETT)

Refer to attached Exhibit D

ASSUMPTIONS

1. Building Program: The building program is established through the 11/2024 50% Plans and is not intended to have major design changes outside of the council chambers updates in the scope of work above.
2. Schedule & Durations:
 - a. Bid Documents for Tasks 1-3 (Heritage Park Phase 3 and Phase 4, Heritage Park Event Building) will be complete by 07/01/2026.

3. Regular Meetings:
 - a. Regular City/Consultant Team meetings will be held once every two weeks.
 - b. Regular Consultant Team meetings will be held once every two weeks.
 - c. Regular City/Consultant Team meetings and Regular Consultant Team meetings may be combined.
4. Bid/Spec Format:
 - a. Heritage Park Phase 3 specifications will be completed in CSI format.
 - b. Heritage Park Phase 4 - HPEB specifications will be completed in CSI format.
 - c. The City will provide front end specs in CSI format to be used as a template by the team. Edits to front end specs will be completed by the JETT team.
5. Separate Work:
 - a. Contaminated Soils Assessments, Environmental Assessments/Reports, and Contaminated Soil Management Plan (Measures for Handling/Disposal of Contaminated Soils will be completed by others separate from this scope and contract.
 - i. The City will provide updates and documentation of the progress to the JETT team.
 - b. Groundwater Monitoring is already in place and will continue to be monitored by others separate from this scope and contract.
 - i. The City will provide updates and documentation of the progress to the JETT team.
6. SEPA:
 - a. Completed as part of Amendment 02
7. Permitting:
 - a. The JETT team will author and electronically submit permit submittals including drawings, specifications and forms. The following are included:
 - i. Building Permit Submittals (City of Sumner)
 - ii. PSE Application
 - iii. Fire Department Review
 - b. No Public Works submittals or reviews are included.
8. City Review/Permit Comments will be consolidated into a single document or document set (for example a spreadsheet and a drawing set markup) for each review.
9. City to provide Arborist report for existing trees including health assessments and survey locations if required for design / planning services.
10. Submittals for each task, 1-2, shall be prepared and administered as individual packages. Further splitting of drawings into separate packages not identified in the above scope of services is not included.
11. Unless otherwise notified by City of Sumner (City), acceptance of the above proposal is for Base Services only.
12. JETT will provide services in accordance with the above Scope of Work and Fees which shall be made a part of any agreement between JETT and City of Sumner (City) and both party's responsibilities and duties shall be as agreed upon under any such agreement.
13. Reimbursable expenses shown above are for budgeting purposes only. JETT will notify City for authorization of additional expenses if required.

EXCLUSIONS TO THE SCOPE OF WORK

Services not included in the above Scope of Work and fees are outlined below. Some services not performed by the JETT team may be contracted through them.

1. Professional services beyond those identified in base services as described above, including arborist reports (provided by City of Sumner), traffic engineering, etc.

2. Meetings with agencies, regulatory entities, or stakeholder groups outside the above base scope of services.
3. Modifications or revisions to drawings once the Owner has approved them.
4. Coordination and processing of submittals to jurisdictional agencies outside those listed in the above base services.
5. Design of water features, pools and spas beyond Design Development.

INFORMATION AND/OR SERVICES TO BE PROVIDED BY OTHERS

The following information or services are required for the performance of work, and are not included in the above scope of services and fees:

1. Environmental Services (contaminated soils, groundwater monitoring, critical areas)
2. Geotechnical Services (utilize prior Geotechnical documents completed in Phase 2)
3. Cultural Resources
4. Traffic Engineering

ESTIMATED WORK SCHEDULE

Refer to attached Exhibit B – Project Schedule

EXHIBIT 'A'

Scope of work areas

(from Heritage Park Master Plan Phasing Plan)

- Phase 2 will be completed in January 2026 and surveyed to confirm final elevations and geometry installed in the field during the 2025 construction of Phase 2.
- Phase 3 includes all site area, include area shown in Phase 4, adjacent to the building, including parking and right of way documentation.
- Phase 4 scope of work is contained to the building and MEP connections 5' outside of the building envelope.
- All plans (and phases of work) are assumed to be permitted under a single document / permit plans / City comment process for the site and building phases congruently.



EXHIBIT 'B'
Project Schedule

EXHIBIT A - Project Schedule

City of Sumner TCMP - Amendment 05 Project Schedule	2026															
	January	February	March	April	May	June	July	August	September	October						
	Wk-1	Wk-2	Wk-3	Wk-4	Wk-1	Wk-2	Wk-3	Wk-4	Wk-1	Wk-2	Wk-3	Wk-4	Wk-1	Wk-2	Wk-3	Wk-4
Project Management Project Management																
Heritage Park - Phase 3 - Park Site Bid Documents 100% CD Draft Set 100% CD Set (building permit set) City Review Period IFC Set																
Heritage Park - Phase 4 - Building Bid Documents Project Startup & Coordination Council Chambers Update & Roof Design Building Permit Set City Review Period IFC Set																

** Architectural Background Set Coordination
Draft 100% CD Set Coordination & QC

EXHIBIT 'C'

Breakdown of consultant & sub-consultant fees

Sumner Town Center Master Plan - AMD 05

Updated: November 2025



	Fees per Task	JETT LA+D	JMJ Civil	ICF Arch	GFT	Structural	Survey
Town Center Master Plan							
1.0 Park Site - Phase 3 - Building Permit & Bid	\$224,420.00	\$67,880.00	\$89,640.00	\$0.00	\$34,500.00	\$24,000.00	\$8,400.00
2.1 HPEB - Phase 4 - Building Permit & Bid plans	\$232,360.00	\$0.00	\$0.00	\$232,360.00	\$0.00	\$0.00	\$0.00
2.2 HPEB - Phase 4 - Bid Specifications	\$18,160.00	\$1,500.00	\$0.00	\$16,660.00	\$0.00	\$0.00	\$0.00
2.3 HPEB - Phase 4 - Building Advanced Renderings	\$18,305.00	\$0.00	\$0.00	\$18,305.00	\$0.00	\$0.00	\$0.00
3.0 Project Management	\$35,160.00	\$35,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Fees per Consultant		\$104,540.00	\$89,640.00	\$267,325.00	\$34,500.00	\$24,000.00	\$8,400.00

Total JETT fee	\$104,540.00
Total Consultant fee	\$423,865.00
JETT Management Contingency	\$25,000.00
Reimbursables	\$1,000.00
Total Fee	\$554,405.00

EXHIBIT 'D'

Subconsultant scope of work Task 2.1 (HPEB Plan Documents)

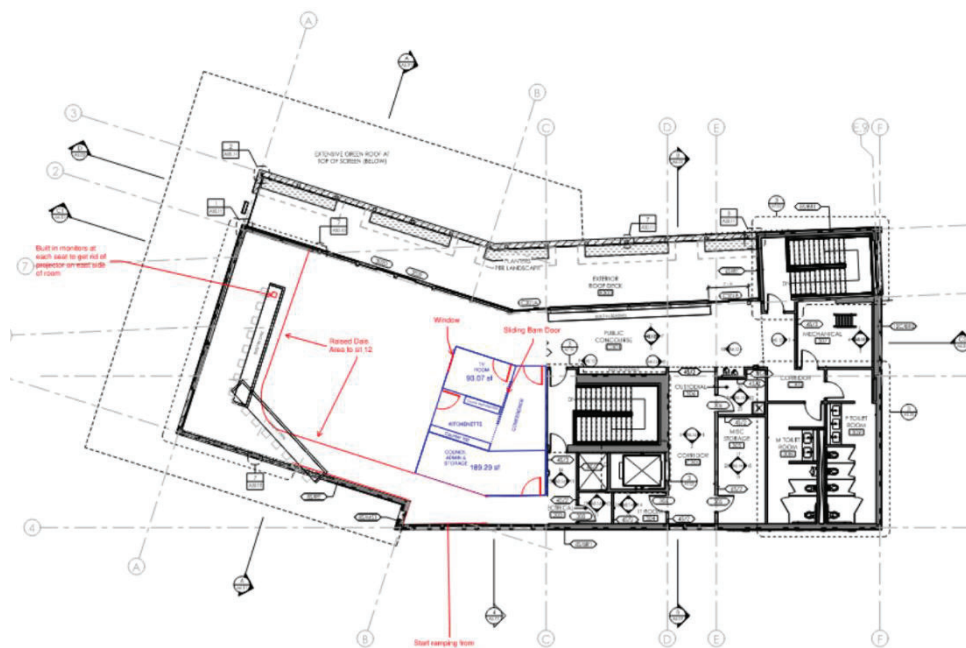
August 29, 2025

Todd L. Bronk
Principal
JETT Landscape Architecture + Design
3445 California Avenue SW, Suite A
Seattle, WA 98116

RE: CITY OF SUMNER – HERITAGE PARK EVENTS BUILDING
TCF Project No. 2023-025
100% CONSTRUCTION DOCUMENTS PROPOSAL

Thank you for the opportunity to continue with the Heritage Park Event Building project. The TCF design team has been asked to complete the documents proposal for completing the documents from the current level (approximately 80%) to 100% Construction documents. Below is our proposal for the described scope.

1. Project Restart and Coordination: (TCF) Regrouping of the design team and restart design activities. Because previous staff on the project are working on other projects its likely new staff will be involved and will need to get up to speed on the project by reviewing the documents, getting familiar with materials etc, regrouping meetings with JETT, consultants and the City in preparation for document completion.
2. Council Chambers Document update: (TCF, PCS, BCE) The design team will adjust the existing council chambers drawings based on the edits provided by the City shown below. Including, floor plans, elevations, finish schedules, MEP, Structural, and low voltage and other related impacted items. This assumes that there are no changes to the building footprint and exterior wall locations and is only interior adjustments.



3. Site Design Coordination: (TCF, BCE) Building design team final coordination with site civil and landscape designs.

4. Jett Roof landscape Design: Jett to finalize design and documentation of the roof and balcony area landscape design.
5. Permit Submittal and responses: (All) Prepare and submit building permit application and documents. This also includes some time for responses to the AHJ's building permit comments. Site related permitting
6. 100% Construction Documents: (All) Develop drawings to 100% CD level in preparation for bidding the project.
7. Post Submittal Miscellaneous Efforts: (TCF) This is to cover any discussions, meetings and coordination between 100% Construction documents and bidding.
8. Management Reserve Fund: Based on conversations with the City there is the possibility of additional adjustments elsewhere in the building. This is meant to cover those efforts. This is an estimate and the actual fee needed for any changes is unknown.

Schedule:

- Approximately 2 months duration from NTP

Exclusions:

- Renderings (See separate proposal)
- CD phase specifications (See separate proposal)
- Bidding and construction
- Public Outreach
- Other items not specifically called out in this proposal

COMPENSATION SUMMARY

Phase	TCF	PCS	BCE	JETT	ABBAAE	Adams	Tenor	RCCG
100% Construction Documents	\$132,680	\$27,500	\$41,150	\$7,500	\$3,000	\$500	\$1,000	\$9,030
Management Reserve	\$10,000							
Total Fee		\$232,360						

Sincerely,

Mark Hurley, AIA
 TCF Architecture
 Principal

TASK NO.	PROJECT TASKS	TCF Architecture Architecture / Planning				Other Team Members (Contracted under TCF)							TOTALS
		Principal In Charge	Sr. Designer/ Sr. Architect	Arch 2	Project Coord.	PCS (Structural)	BCE (MEP)	JETT (Landscape Architect)	ABBAAE (Envelope)	Adams Consulting (Hardware)	Tenor (Acoustics)	RCCG (Cost Estimating)	

Construction Documents 80% - 100% Completion												
	Project Restart and Coordination	2	12	16	10	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Council Chamber document updates	2	14	50		\$8,000	\$6,000	\$0	\$0	\$0	\$0	\$0
	Site design coordination	0	40	24								
	Permit Submittal and responses	0	12	30	4	\$19,500	\$35,150	\$7,500	\$3,000	\$500	\$1,000	\$9,030
	100% Construction Documents	12	190	350								
	Post CD Submittal Miscellaneous Efforts	2	18	26	6	\$0	\$0	\$0	\$0	\$500	\$1,000	\$9,030
	ESTIMATED HOURS OR FEES	18	286	496	20	\$27,500	\$41,150	\$7,500	\$3,000	\$500	\$1,000	\$9,030
	HOURLY RATE	\$350.00	\$190.00	\$140.00	\$130.00							
	ESTIMATED FEES	\$6,300	\$54,340	\$69,440	\$2,600							
	SUBTOTAL		\$132,680			\$27,500	\$41,150	\$7,500	\$3,000	\$500	\$1,000	\$9,030

	SUBTOTAL PER TEAM MEMBER - ALL TASKS		\$132,680			\$27,500	\$41,150	\$7,500	\$3,000	\$500	\$1,000	\$9,030
	REIMBURSABLE EXPENSE BUDGETS		\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUB CONSULTANT SUBTOTALS					\$27,500	\$41,150	\$7,500	\$3,000	\$500	\$1,000	\$9,030
	TCFA MARKUP ON CONSULTANT SERVICES (0%)		N/A			\$0	\$0	\$0	\$0	\$0	\$0	\$0

	TOTAL PER TEAM MEMBER - ALL TASKS		\$132,680			\$27,500	\$41,150	\$7,500	\$3,000	\$500	\$1,000	\$9,030
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	TOTAL ESTIMATED HOURLY FEE BUDGETS and REIMBURSABLE EXPENSES											\$222,360
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April 7, 2025

TCF Architecture
125 North I Street
Tacoma, WA 98403

ATTN: Mark Hurley

RE: *Additional Service for Sumner Heritage Parks Events Building
100% Construction Documents*

Dear Mark:

Thank you for this opportunity to propose our additional services for the Sumner Heritage Parks Events Building in Sumner, Washington. On October 31, 2024, we provided your office with 60% construction documents and calculations with the intent to submit these drawings for a permit. After this submission, the project was put on hold. The city is requesting to restart this project and to provide 100% Construction Documents.

The remainder of the project includes coordination and meetings with the entire design team, providing internal quality control, coordinating final designs, review specifications, and resubmit the permit drawings and calculations as required.

We have many outstanding items that were not designed or coordinated as the schedule was accelerated to provide 60% construction documents last October. These items include but are not limited to dimensioning, canopy design and coordination, elevator coordination, fall restraint support design, coordinating exterior cladding details, detailing of structural elements, and collaboration of mechanical supports and openings, to name a few. The City Council chamber may be redesigned, but changes to the superstructure are not anticipated. We will review a new cost estimate due to the delay in schedule.

We assume that no other design changes are being proposed than what is noted above. We are excluding significant deductive or additive alternates that would require significant design or alterations to our drawings. We have designed the building under the 2021 IBC. It is our assumption that the building will be permitted using this Building Code. We assume that the schedule to provide the 100% construction documents will not include any additional lapse in schedule once the project begins. We are excluding the design of the screening at the exterior columns and have assumed that this element is a bidder design element. If additional changes are made to these assumptions, we reserve the right to request additional services as warranted.

TCF Architecture
 Mark Hurley
*Additional Service for Sumner Heritage Parks Events Building
 100% Construction Documents*

The following are our additional services for the revised MACC and in addition to our original contract.

Additional Service

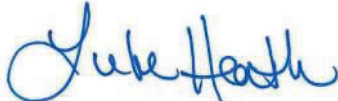
• Council Chamber Changes	\$ 8,000
• Cost Estimate Review	\$ 1,000
• 100% Construction Documents	<u>\$18,500</u>
Total	\$27,500

Billing will be on a percentage of completion basis. The fee amount may be modified only with prior written approval if the scope of services is changed.

Thank you for this opportunity to be of continued service. If there are any questions regarding this proposal, please feel free to call. We look forward to hearing from you.

Very truly yours,

PCS STRUCTURAL SOLUTIONS



Luke Heath, S.E.
 Associate Principal

LAHjcl
 24-346

Accepted by:

 Signature Date

 Printed Name/Title

Billing Address:

Phone: _____ Fax: _____



April 10, 2025

TCF Architecture
902 N Second Street
Tacoma, WA 98403

Attn: Mark Hurley

RE: City of Sumner Heritage Park Event Center – 100% Bidding Documents M & E Fees

Dear Mark,

We are pleased that you have included BCE Engineers on the team for this project. We look forward to working with you to finish this project. BCE proposes to take our previous (~60% design set) and provide mechanical and electrical plans, specifications and coordination with the design team, the City of Sumner, and the governing officials as necessary to finish the project to 100% design documents for bidding purposes.

The mechanical systems will consist of HVAC, DDC control system, and plumbing. The scope of the mechanical utilities work is limited to storm, waste and domestic water within five feet of the building. All else is considered outside the scope of our work, including the design of any grease interceptors, oil/water separators and sand sediment filtration tanks. Mechanical will also update equipment selection to meet the new refrigerant types and coordinate vented refrigeration pipe shafts with the team.

The electrical systems will consist of power, lighting, and low voltage systems. The low voltage systems considered basic services fire alarm, intrusion alarm systems, and data network communication infrastructure.

Support of the Revit (3D) effort for this project is included within the basic services fee structure with the exception of plumbing which will be drafted in AutoCAD. We will limit Revit model updates to once every two weeks throughout the design process. Any requirements to support greater design elements per submittal than required by the B101 guideline or a requirement to support increased model updates will result in additional fees beyond basic services. The Revit version should remain the same version as the original design. Any requirement to upgrade to a newer version of Revit will also require additional work and fees beyond basic services.

Basic services are based on a MACC of \$11.7 million dollars, using Schedule B of the State A&E fee schedule as a basis produces a fee percent of 7.87%. The electrical, mechanical, and plumbing value is currently estimated by RC Cost Group to be \$2,601,292. BCE’s calculated fee and is broken down as follows:

We stopped the original work at 60% of our original fee (which we has calculated as 69% of the full state fee calculation). We estimate that it will take \$26,549.50 in fees to complete to 100% bidding documents (plans and specifications). In addition, you requested that we propose and allotment for the council chambers redesign and time to cover permit submittal and responses. Please see the following breakdown:

100% CDs	\$26,549.50
Council Chamber Redesign	\$6,000.00
Permit Submittal and Responses	\$2,100.00

Basic Services to finish the design through 100% CD Fee: **\$34,649.50**

Additional Extra Services, Options and Exclusions:

1. ~~Confirmed Set Drafting: In the past we have been asked to issue a new set of drawings after award of contract that includes all of the addenda items. We will draft all addenda items onto the plans, update the specifications, re-plot all the drawings and re-print the specifications. To do this work we propose a fixed fee of \$2,580.~~
2. Fire Sprinklers: This service was an added service in our original proposal and some of the work was completed already. Some time will be needed to revisit the design and finish to 100% CDs. BCE proposes to provide riser/device diagrams, coordinate PIV, FDC, and water service with the civil engineer, and provide performance level specifications. We propose to provide the above scope of work for a **fixed fee of \$1,500.**
3. ~~Washington State Energy Code (WSEC) Total System Performance Ratio (TSPR) C403.1.1: For some HVAC systems a Total System Performance Ratio (TSPR) analysis is not required. For the HVAC systems where a TSPR analysis is required, we will have additional design effort. We will have to provide an online energy model comparing the energy consumption and carbon emissions of the HVAC system to a standard reference as detailed in the WSEC (envelope levels and lighting energy are ignored). The TSPR calculation needs to be performed early in design to assure the system can meet the requirements for a “passing grade”, then again for final WSEC form generation for the permit submittal. We propose to provide the online modeling analysis for a fixed fee of \$5,330.~~
4. AV Design: This service was an added service in our original proposal and some of the work was completed already. Some time will be needed to revisit the design and finish to 100% CDs. This requires a projector screen and/or large format LCD screen with speakers and microphone system and remote multi-media connections for teleconferencing. This would require additional coordination and design with Technology personnel. We propose to provide the above scope for a **fixed fee of \$2,500.**
5. CCTV and Card Key Access Control Design: This service was an added service in our original proposal and some of the work was completed already. Some time will be needed to revisit the design and finish to 100% CDs. BCE can finish the planning with the Owner, coordination with the team on the locations and accommodations needed for these systems, and the design. We propose to provide the above scope for a **fixed fee of \$2,500.**
6. Cost Estimate Support: **EXCLUDED** – It is assumed any cost estimating will be done by others and is not included.
7. Frontage Improvements (Offsite electrical work, Utility relocation and Street Lighting): this effort is separate from the Building Design work and entails extensive coordination with multiple utility providers and the jurisdiction. In addition, we will provide plans, specifications and calculations as required for the contractor to bid the work. If frontage work is required, we will defer discussion of additional effort at a later time.

Exclusions for 100% CD level effort:

- Bidding Services
- Construction Administration
- Commissioning support
- Sewage lift station.


- LEED documentation and submittal
- Off-Site Power Design
- Emergency Generator Design
- Studies for indoor air quality
- Alternate Bid Designs
- Energy Modeling
- Life Cycle Cost Analysis
- Insurance Limits Exceeding \$2,000,000 per claim and \$4,000,000 aggregate
- Acoustic Analysis
- Coordinating with a GCCM/MCCM process
- Enhanced building envelope modeling
- Fire pumps
- Smoke Evacuation Systems
- Data Network electronic equipment (switches, routers, WAPs)
- Telephone system equipment
- Evacuation assistance systems
- Seismic calculations for mechanical and electrical components
- All work associated with the research, application, and submittals for grant money
- Clash detection beyond standard design coordination is excluded.

This proposal is based on a normal design period which continues through to completion without substantial or repeated delays. In situations where these delays occur, BCE Engineers reserves the right to request additional compensation.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, LLC



Chris Caffee, PE
Senior Vice President



Proposal

CLIENT	Mark Hurley	DATE	April 10 th , 2025
CLIENT CONTACT	TCF Architecture, PLLC	PROJECT	City of Sumner Heritage Parks Event Center

Dear Mark,

Please see below our proposal for providing cost consulting services for the City of Sumner Heritage Parks Event Center Project.

Provide cost consulting services at the following design stages:

- Construction Documents Update

2.1 Cost Estimate

The cost estimate will be based on the measurement of quantities from drawings and provided information and priced in accordance with these drawings and descriptions of the work. It is our understanding the design team will be including all sitework related estimates for both Civil and Landscape scopes of work.

2.2 Format

The estimates will be presented in elemental format or that determined by the project team.

2.3 Exclusions

Any design work or estimating beyond the above stated services and scope and beyond the site.

2.4 Meetings / Follow Up / Estimate Review

We have assumed for this fee proposal for (1) hour of meetings, conference calls and follow-up.

2.5 Project Staffing Assignment

- Andy Cluness (25+ Years' Experience) – Senior Estimator / PIC
- Melia Blankenship (15+ Years' Experience) – Senior Estimator
- John Perry (30+ Years' Experience) – Senior Estimator
- Neil Watson (30+ Years' Experience) – Senior MEP Estimator

3a. Basic Services Fees

Our Not To Exceed Fee To Be Billed on an Hourly Basis for cost estimating services are **\$9,030** for the following services:

Construction Documents Estimating = \$9,030 (42 Hours x \$215/Hr.)

- Report Prep / Set Up / Internal Meetings: 1 Hour
- Architectural and Structural Estimating: 24 Hours
- Mechanical Estimating: 8 Hours

- Electrical Estimating: 7 Hours
- Civil and Landscape Estimating: By JETT
- Meetings With Design Team and or Owner / Follow-Up: 1 Hour
- QA/QC: 1 Hour

4. Expenses

Direct reimbursable expenditures if appropriate will be charged in accordance with the prime agreement or Our Hourly rates for miscellaneous additional services will be billed as reimbursable at \$215/Hr. Flights and Accommodations will be billed at Cost + 10%. *We are not anticipating expenses for this project.*

5. Payment

We will invoice on completion of each phase for payment net thirty (30) days. This proposal remains open for acceptance for a period of three months after which time the writer should be consulted for verification of scope and fees.

6. Project Schedule

Based on our understanding of the current schedule that if successful in our proposal we would receive the documents on the following dates for the formal submittals of our service:

Documents to RC Cost Group

Per Schedule

Complete Cost Plan

Per Schedule

We look forward to the opportunity of working with you on this important project and if you have any questions regarding this proposal or the fee structure, please give us a call. Thank you.

Yours Truly,



Andrew Cluness, Managing Partner

RC Cost Group, INC.

Confirmation of Agreement:

This letter correctly sets out the scope and fees for services to be provided by RC Cost Group, Inc. for this project.

SIGNATURE OF AUTHORIZED OFFICER

TITLE OF AUTHORIZED OFFICER

DATE

EXHIBIT ‘E’

Subconsultant scope of work Task 2.2 & 2.3 (HPEB Specifications & Advanced Renderings)

	PROJECT TASKS	TCF Architecture Architecture / Planning			TOTALS
		Principal In Charge	Design Director	Arch/Design	
Model Clean up/Material Placement					
	Floor 1	0.5	1	12	\$2,065
	Floor 2	0.5	1	6	\$1,225
	Floor 3	0.5	1	12	\$2,065
	ESTIMATED HOURS OR FEES	2	3	30	
	HOURLY RATE	\$350.00	\$210.00	\$140.00	
	ESTIMATED FEES	\$525	\$630	\$4,200	
	SUBTOTAL	\$5,355			\$5,355
Animation					
	Floor 1	0.5	1	16	\$2,625
	Floor 2	0.5	1	10	\$1,785
	Floor 3	0.5	1	16	\$2,625
	Site	0.5	2	6	\$1,435
	Coordination	1	4	4	\$1,750
	City review adjustments	1	2	14	\$2,730
	ESTIMATED HOURS OR FEES	4	11	66	
	HOURLY RATE	\$350.00	\$210.00	\$140.00	
	ESTIMATED FEES	\$1,400	\$2,310	\$9,240	
	SUBTOTAL	\$12,950			\$12,950
Specifications					
	100% Specs	10	60	4	\$16,660
	ESTIMATED HOURS OR FEES	10	60	4	
	HOURLY RATE	\$350.00	\$210.00	\$140.00	
	ESTIMATED FEES	\$3,500	\$12,600	\$560	
	SUBTOTAL	\$16,660			\$16,660
		\$34,965			
TOTAL ESTIMATED HOURLY FEE BUDGETS and REIMBURSABLE EXPENSES					\$34,965

EXHIBIT 'F'

Sub-consultant scope of work Task 1 (Site team proposals)

Written Proposals in Progress

SUBJECT: Foster Pilot Water Rights Project - Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: 28,720

Within Budget Allocation: Yes, as amended

ATTACHMENTS:

1. Foster Contract Amendment 4

STAFF CONTACT: Ryan Johnstone, Public Works Deputy Director - Operations

SUMMARY BACKGROUND:

As part of the City's ongoing Foster pilot water rights project, Terraphase Engineering Inc. (formerly Robinson-Noble) has been asked to assist with the processing of five additional water rights to move them into permanent trust as part of the Tier 2 mitigation for the larger project. The contract for this project was executed on April 23, 2019, with a budget of \$222,120 and a completion date of December 31, 2021. In 2021, Amendment 1 was issued extending the completion date to December 31, 2024. In 2022, Amendment 2 was issued, which increased the budget by \$15,052 and allowed Terraphase to charge project work based on their 2022 fee schedule. In 2024, Amendment 3 was issued, which increased the budget by \$125,393, extended the completion date to December 31, 2026, and allowed Terraphase to charge project work based on their 2024 and 2025 fee schedules. As of December 2025, there is \$41,233 remaining in the authorized budget, which is sufficient to complete one draft Report of Examination (ROE) and finalize two other ROE's, and then finalize the water rights mitigation plan.

Additional funding will be needed to process the five mitigation trust rights. The estimated cost required to process the additional five mitigation trust water rights is \$28,720.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/3/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Terraphase's Consultant Services Contract for the Foster Pilot Water Rights Project (CIP 04-02), increasing the contract amount by \$28,720 to a total authorized amount not-to-exceed \$391,285, 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. 4

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Terraphase Engineering**

CONTRACT NAME & PROJECT NUMBER: **2019-2020 Pilot Project (CIP 04-02)**

ORIGINAL AGREEMENT DATE: **April 23, 2019**

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:

Any reference to Robinson-Noble shall hereinafter be Terraphase Engineering.

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

See Exhibit A

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

Original Contract Sum, <i>including applicable WSST</i>	\$222,120
Net Change by Previous Amendments <i>including applicable WSST</i>	\$140,445
Current Contract Amount <i>including all previous amendments</i>	\$362,565
Current Amendment Sum	\$28,720
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$391,285

Original Time for Completion (insert date)	12/31/2021
Revised Time for Completion under prior Amendments (insert date)	12/31/2026
Add'l Days Required (±) for this Amendment	0 calendar days
Revised Time for Completion (insert date)	12/31/2026

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.

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

December 2, 2025

Mr. Ryan Johnstone
Public Works Deputy Director – Operations
City of Sumner
1104 Maple Street, Suite 260
Sumner, WA 98390

sent via email to ryanj@sumnerwa.gov

Subject: Change order request for Foster pilot water rights project – trust water rights processing

Dear Ryan:

As part of the City's ongoing Foster pilot water rights project, Terraphase Engineering Inc. (Terraphase) has been asked to assist with the processing of five additional water rights to move them into permanent trust as part of the Tier 2 mitigation for the larger project. These water rights will be processed through the Washington Department of Ecology's cost reimbursement program (CRP), and we will be coordinating this effort directly with your water rights attorney, Tom Pors.

Current Contract and Budget

The contract for this project was executed on April 23, 2019, with a budget of \$222,120 (including a \$40,000 management reserve) and a completion date of December 31, 2021. In 2021, Amendment 1 was issued extending the completion date to December 31, 2024. In 2022, Amendment 2 was issued, which increased the budget by \$15,052 (bringing the total budget to \$237,172) and allowed Terraphase to charge project work based on our 2022 fee schedule. In 2024, Amendment 3 was issued, which increased the budget by \$125,393 (bringing the total budget to \$362,565), extended the completion date to December 31, 2026, and allowed Terraphase to charge project work based on our 2024 and 2025 fee schedules.

Our accounting records, as of today (December 2, 2025), show there is \$41,233 remaining in the authorized budget. This does not include any portion of the original management reserve which has already been utilized.

Reason for Amendment Request

In my recent discussions with Joe Becker, who is still currently working on the primary Foster pilot water rights processing effort, he indicated that the current budget is sufficient to complete his remaining tasks. This includes completion of one draft ROE and finalizing two others, rerunning the groundwater model after recalculating additional irrigation demand from the West Well, and then finalizing the mitigation plan. However, this will utilize most of the current budget, and additional funding will be needed to process the five mitigation trust rights.

The estimated cost required to process the additional five trust water rights through the CRP is Twenty-Eight Thousand Seven Hundred Twenty Dollars (\$28,720). The individual tasks and associated costs for this effort are summarized below in Table 1 in the general order that each will need to be completed.

Table 1 Cost Estimate to Process Trust Water Rights

Meeting and General Administration	\$1,270
Assist City's Attorney with Water Right Applications and Addendum	\$3,160
Complete Tentative Determination of Extent and Validity	\$16,820
Complete Draft ROEs	\$5,260
Assist with Advertising and Public Notices	\$630
Revise and Finalize ROEs with Stake Holder Input	\$1,580
Total Estimated Cost	\$28,720

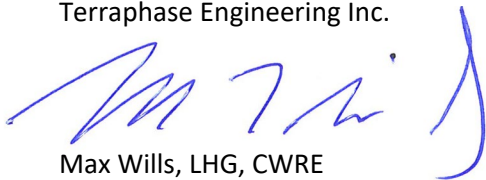
Requested Changes

For the reasons outlined above, we are requesting the contract be amended to add \$28,720 to the current budget (bringing the total budget to \$391,285). At this time, we still anticipate that this project will be completed by December 31, 2026, so the completion date does not need to be modified. Project work will also continue to be charged to Terraphase's 2025 fee schedule.

We appreciate the opportunity to provide continued services to the City of Sumner on this important project. If you have any questions or comments regarding this change order request, please contact me at your convenience; mobile (206) 550-7215, office (425) 488-0599 ext. 213, or max.wills@terrphase.com.

Sincerely,

Terraphase Engineering Inc.



Max Wills, LHG, CWRE
Principal Hydrogeologist

SUBJECT: Resolution No. 1741: Setting Public Hearing Date for Vacation of the Alley South of Harrison St.

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. RESOLUTION NO. 1741
2. Alley Vacation

STAFF CONTACT: Doug Ruth, Deputy City Attorney

SUMMARY BACKGROUND:

An alley exists between Harrison Street and the on-ramp to Hwy 410. The alley has been an unused right-of-way for many years, with the easterly portion being incorporated into a parking lot for several businesses. The alley abuts Traffic Avenue but does not connect to that avenue. Currently, the end of the alley makes up two stalls in the parking lot. A property owner of one of the lots adjacent to the alley is seeking vacation of the portion of the alley that abuts his land. This portion stretches from the end of the alley near Traffic Avenue over part of the parking lot. Because the city did not pay for the alley and it has been unused for a considerable amount of time, the city is not seeking compensation for transferring the alley to the applicant property owner.

<p>COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: 2/17/2026 COMMITTEE RECOMMENDATION: Do Pass</p>

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1741, to set a public hearing date for the vacation of the alley south of Harrison St.

RESOLUTION NO. 1741

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER DECLARING THE INTENT OF THE CITY COUNCIL TO VACATE A PORTION OF THE GREENLAWN BLOCKS ALLEY PUBLIC RIGHT OF WAY, AS MORE PARTICULARLY SET FORTH HEREIN. AND FIXING THE TIME AND PLACE FOR A PUBLIC HEARING TO DISCUSS THE VACATION.

WHEREAS, this is a property owner-initiated request to discuss the potential vacation of a portion of the public right of way described above; and

WHEREAS, the proposed vacation portion is sixty-nine feet of right of way created in 1890 as part of the Greenlawn Addition and is an alleyway lying south of Harrison Street on the west side of Traffic Avenue; and

WHEREAS, beginning in 1998 to the present, the portion of the right of way has been used as a drive aisle of a parking lot and as parking stalls for the businesses located adjacent to the alleyway; and

WHEREAS, the City is not using that portion of the right-of-way for any roadway, pedestrian, or other right-of-way purpose but city utilities are contained within the public right of way and;

WHEREAS, the City has no further need or use of the right of way except as a location for the utilities; and

WHEREAS, pursuant to RCW 35.79.030, the City Council now desires to set a time for a public hearing related to vacation of a portion of the alleyway, as described in Exhibit A, with reservation of an easement for current and future City utilities.

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

Section 1. Intent to Vacate a Portion of the Public Right of Way. It is the intent of the City Council to consider vacating a portion of the public right of way described and depicted on the attached Exhibit A, which is attached hereto and made part hereof.

Section 2. Public Hearing. A public hearing regarding the above-described vacation will be held at the City Hall, 1104 Maple Street, Sumner, Washington at the hour of 6:00 p.m. on March 16, 2026 during the regular council meeting scheduled for that day, and the City Clerk is directed to post notices setting forth the time and place of said hearing as required by RCW 35.79.020, and as further required by RCW 35.79.035.

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 necessary corrections to this resolution, 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. Effective Date. This resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this 17th day of February, 2026.

Carla S. Bowman, Mayor

Attest:

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

EXHIBIT A
RIGHT OF WAY LEGAL DESCRIPTIONS AND DEPICTIONS

LEGAL DESCRIPTION OF PROPOSED ALLEY VACATION

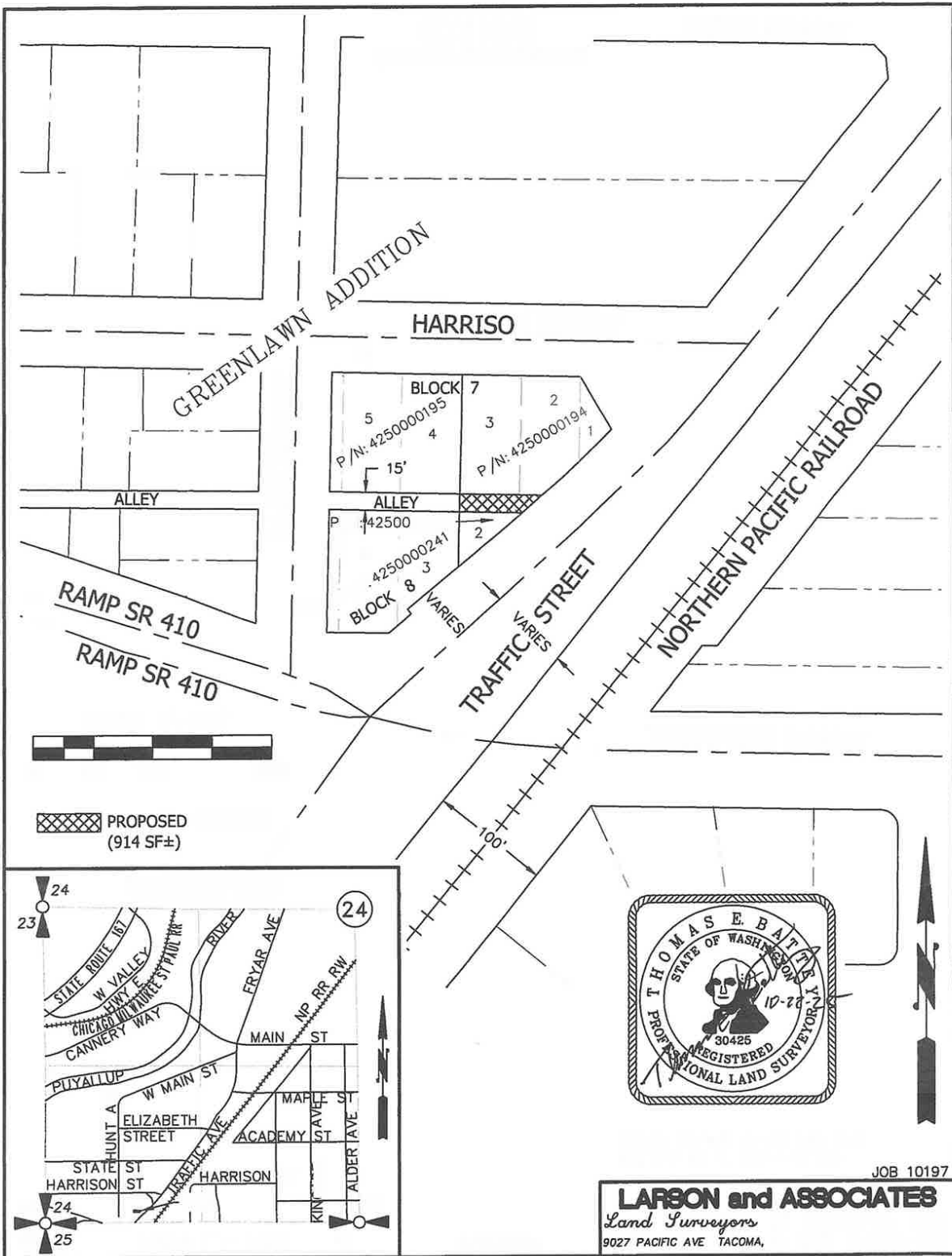
THAT PORTION OF THE ALLEY LYING BETWEEN LOTS 2 AND 3 IN BLOCK 7 AND LOTS 1 AND 2 IN BLOCK 8, GREENLAWN ADDITION TO SUMNER, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS AT PAGE 94, RECORDS OF PIERCE COUNTY AUDITOR;

EXCEPT ANY PORTION THEREOF WITHIN TRAFFIC AVENUE;

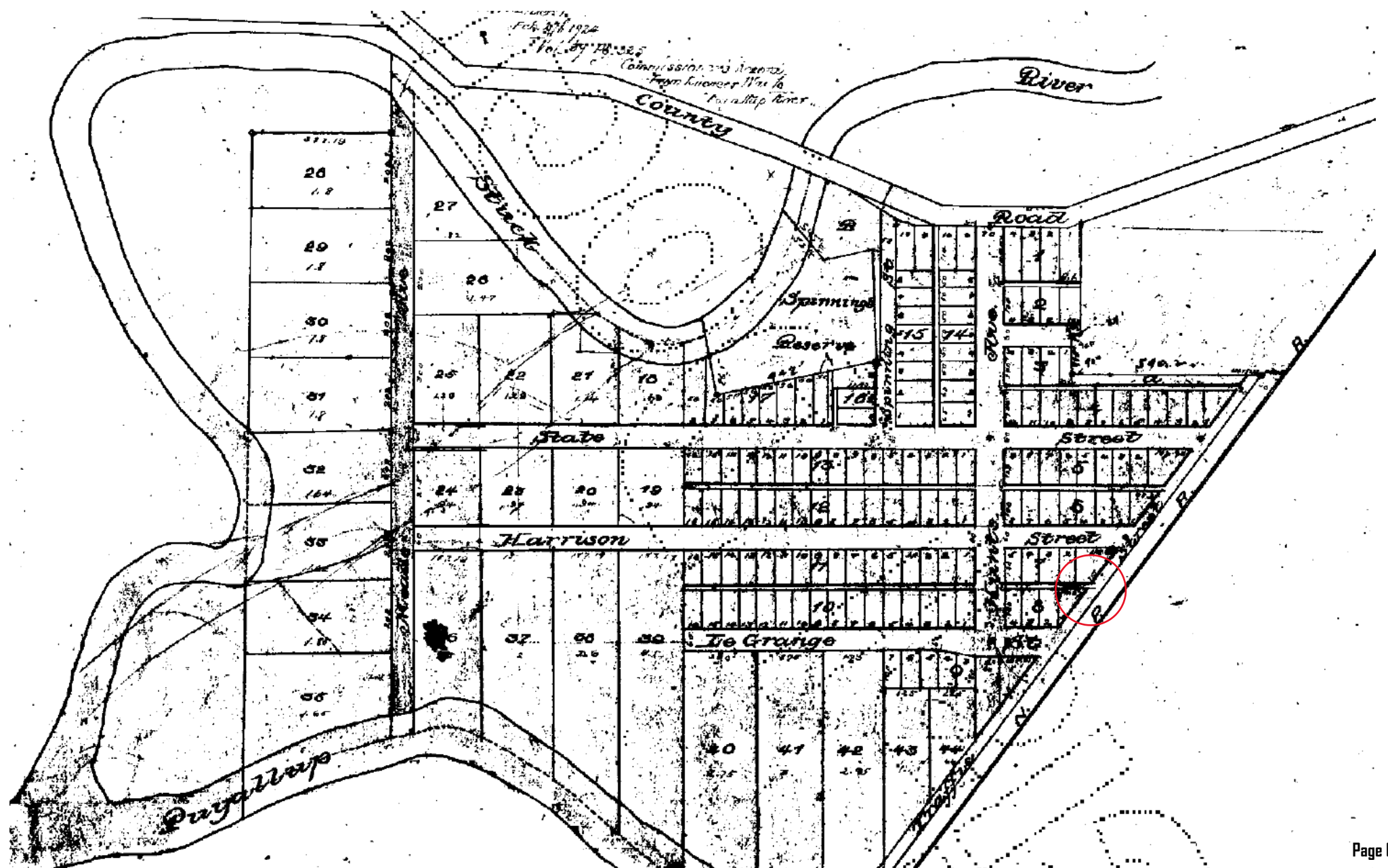
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., WITHIN THE CITY OF SUMNER, PIERCE COUNTY, WASHINGTON.

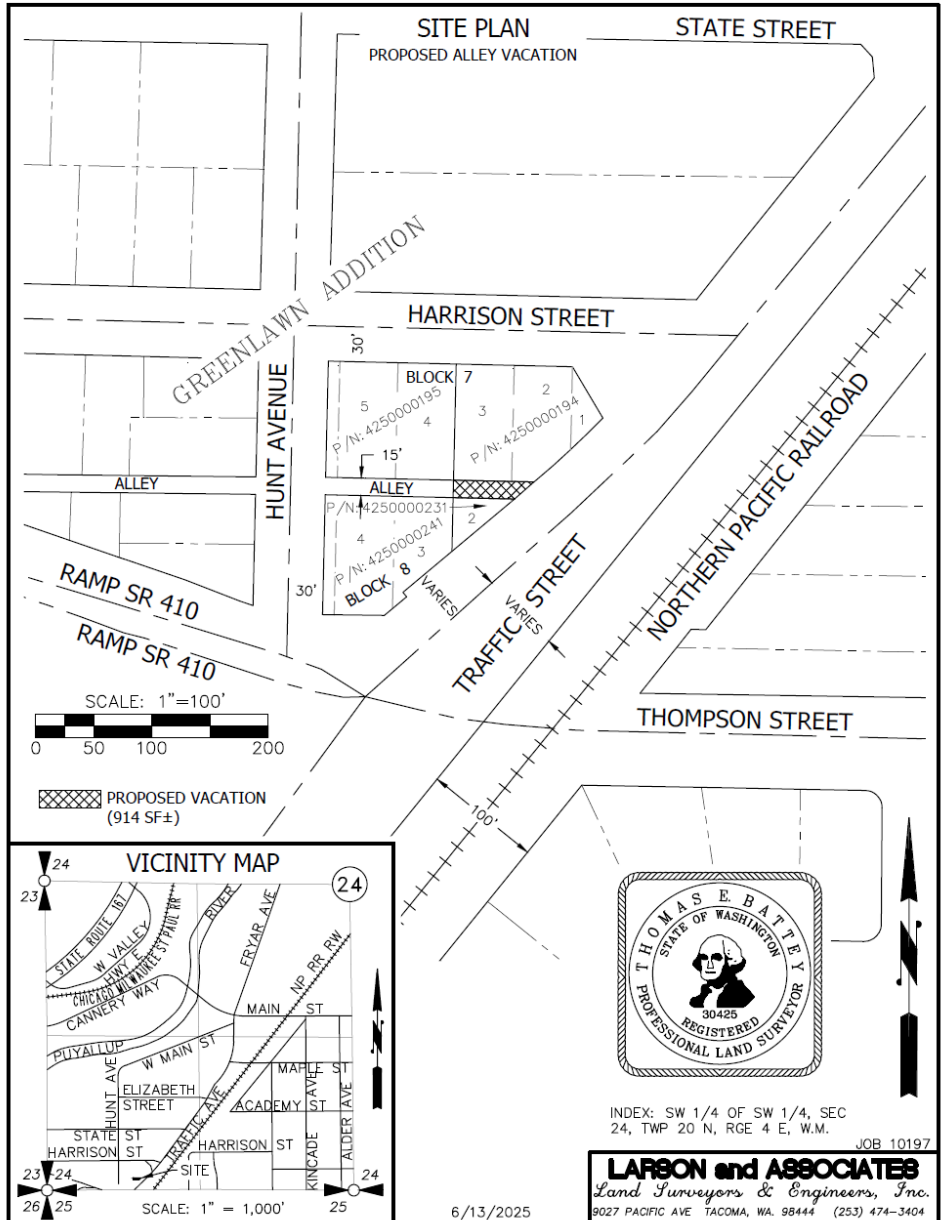
(SAID PORTION CONTAINS APPROXIMATELY 914 SQUARE FEET)







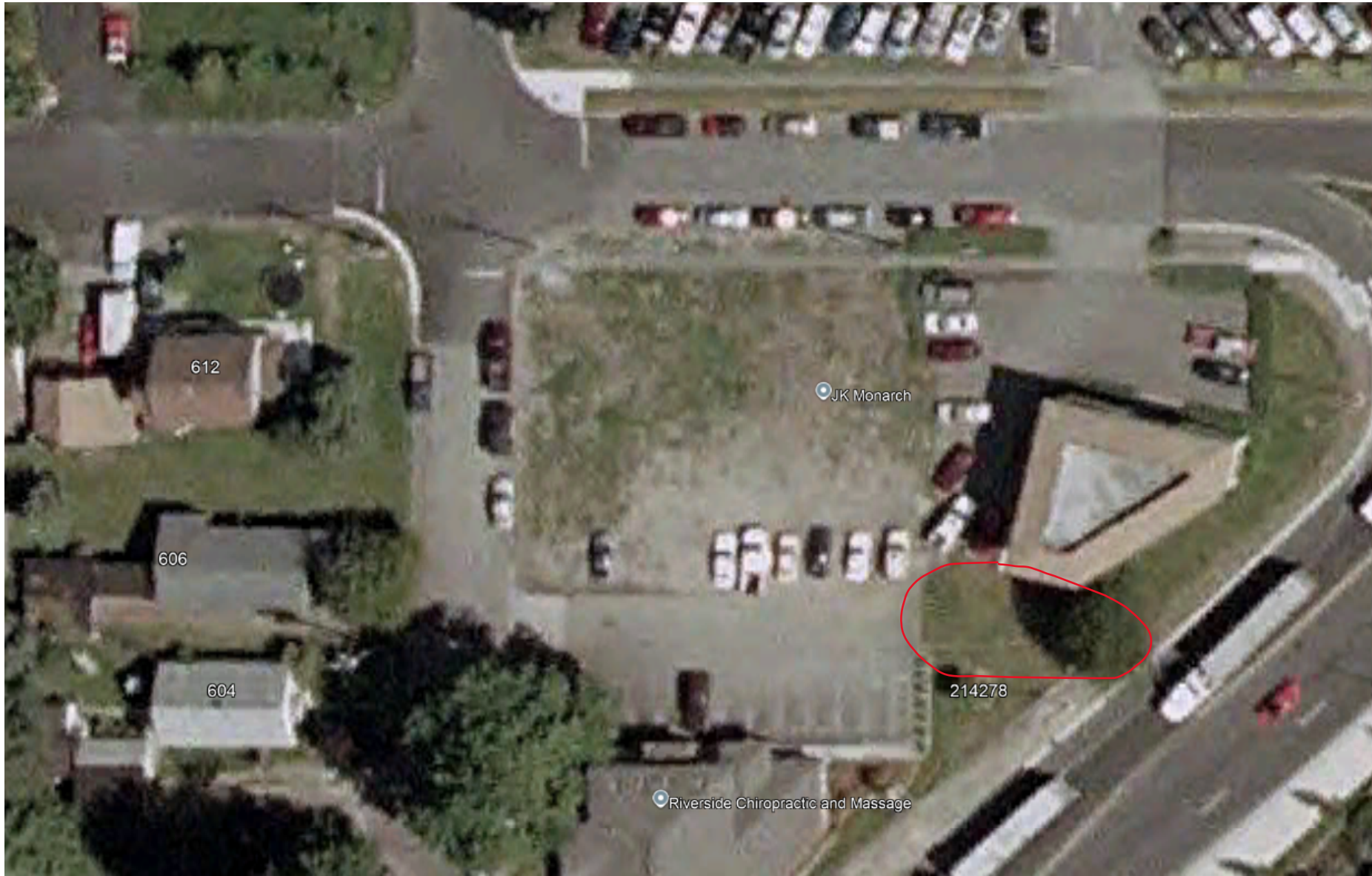








1990



2002



2007





PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Facilities	17-13	Operations Facility Main Site											\$ 50,135,300.00	\$ 50,174,600.00	D. McCarty	Construction in Proress
Facilities	18-04	Rainier View Covered Court		C	O	M	P	L	E	T	E		\$ 1,717,395.85	\$ 1,717,395.85	A. Leach	In closeout
Facilities	19-07	Ryan House		C	O	M	P	L	E	T	E		\$ 150,000.00	\$ 300,000.00	D. McCarty	Project started 7/24. Budget modified in 2025Q2.
Facilities	22-03	Cemetery Operations Facility		C	O	M	P	L	E	T	E		\$ 3,000,000.00	\$ 3,000,000.00	D. McCarty	
Facilities	23-04	Cemetery Potable Water (Phase 1)		C	O	M	P	L	E	T	E		\$ 225,000.00	\$ 225,000.00	A. Leach	Complete
Facilities	24-01	Operations Facility North Parcel		C	O	M	P	L	E	T	E		\$ 1,010,000.00	\$ 3,875,000.00	D. McCarty	Complete & in Closeout
Facilities	24-05	City Hall Solar Panels		C	O	M	P	L	E	T	E		\$ 150,990.00	\$ 272,000.00	D. McCarty	Project Complete. Budget modified in 2025Q1.
Facilities	24-06	City Hall EV Chargers		C	O	M	P	L	E	T	E		\$ 50,000.00	\$ 50,000.00	D. McCarty	Commissioning on 11/24
Facilities	TBD	City Hall & Cemetery Windows & Paint											\$ 160,000.00	\$ 160,000.00	D. McCarty	TBD
Facilities	TBD	City Hall & Senior Center Restrooms											\$ 290,000.00	\$ 290,000.00	D. McCarty	Working on Design
Facilities	TBD	Senior Center Partitions & Flooring											\$ 240,000.00	\$ 240,000.00	D. McCarty	Bid Packages being Drafted
Parks/Trails/	14-01	Fryar Ave Trail											\$ 4,006,000.00	\$ 5,416,000.00	A. Leach	ROW in process.
Parks/Trails/	14-10	White River Restoration Phase 3: Trail											\$ 3,000,000.00		R. Wright	2027. Design amendment to committee / council in August.
Parks/Trails/	20-07	Rivergrove Pedestrian Bridge											\$ 1,304,000.00	\$ 12,200,000.00	A. Leach	Construction is partially funded. Expected Completion Date: 12/29
Parks/Trails/	22-04	Heritage Park Remediation											\$ 570,500.00	\$ 1,000,000.00	D. McCarty	Expected Completion Date:
Parks/Trails/	23-04	Cemetery Irrigation (Phase 2)		C	O	M	P	L	E	T	E		\$ 650,527.57	\$ 650,527.57	A. Leach	Complete & in Closeout
Parks/Trails/	24-10	Hops Alley & Heritage Park Phase 2											\$ 3,965,527.00	\$ 5,780,527.00	D. McCarty	Contractor started phase 2 4/14
Sewer	20-04	Lift Stations 2 & 6 Improvements		C	O	M	P	L	E	T	E		\$ 993,394.00	\$ 1,681,000.00	D. McCarty	Complete
Sewer	21-09	Auto Lane Force Main Upgrade			P	A	U	S	E	D			\$ 393,500.00	\$ 393,500.00	A. Leach	Project on hold until construction in 2026.
Sewer	21-17	WWTF Biosolids Modernization											\$ 18,500,000.00	\$ 28,500,000.00	C. Littrell	Construction Bid Date: 02/24/2026
Sewer	24-03	Replace Sewer west of Cherry between Academy and Harrison		C	O	M	P	L	E	T	E		\$ 353,000.00	\$ 353,000.00	G. Singh	Complete & in Closeout
Sewer	25-06	Harrison/State Side Sewer Connections											\$ 400,000.00	\$ 400,000.00	D. McCarty	Planning project with Gordian & Forma and collecting TCEs
Sewer	T-25-08	WWTF VFD Replacement											\$ 517,000.00	\$ 517,000.00	D. McCarty	RFQ in Progress
Sewer	TBD	Lift Station 3 Improvements											\$ 300,000.00	\$ 300,000.00	TBD	Planning in 2026.
Sewer	TBD	Lift Station Improvements											\$ 993,000.00	\$ 993,000.00	D. McCarty	LS 1, 3, 4, 13, 15, 16 cellular coversion. LS 3 replacement. LS 15
Sewer	TBD	WWTF Aeration Basins											\$ 532,000.00	\$ 532,000.00	C. Littrell	Included in Biosolids Modernization
Sewer	TBD	WWTF Biosolids											\$ 415,000.00	\$ 415,000.00	C. Littrell	Included in Biosolids Modernization
Sewer	TBD	WWTF Clarifiers											\$ 100,000.00	\$ 100,000.00	C. Littrell	Included in Biosolids Modernization
Sewer	TBD	WWTF Decant Facility Revisions											\$ 100,000.00		D. McCarty	Budget traded for staffing
Sewer	TBD	WWTF Improvements											\$ 721,000.00	\$ 721,000.00	C. Littrell	Included in Biosolids Modernization
Sewer	TBD	WWTF UV System Replacement											\$ 1,648,000.00	\$ 1,648,000.00	C. Littrell	Included in Biosolids Modernization
Storm	13-11	64th St E Culvert											\$ 10,000.00		C. Littrell	Construction unfunded. Expected Completion Date: TBD
Storm	14-10	White River Restoration: Levees											\$ 1,100,000.00	\$ 30,504,000.00	R. Wright	Expected Construction: 2029
Storm	14-10	White River Restoration Phase 2: Habitat											\$ 42,342,000.00	\$ 62,375,000.00	R. Wright	Expected Completion Date: 2027
Storm	20-01	Salmon Creek Restoration											\$ 188,000.00	\$ 188,000.00	TBD	Osborn working on design - permit submittals in 2025. Construction unfunded
Storm	21-21	63rd St Ct E Storm Drainage											\$ 638,000.00	\$ 638,000.00	C. Littrell	Expected Completion Date: February 2026
Storm	23-11	16th St Property Demolitions		C	O	M	P	L	E	T	E		In WRR Budget		R. Wright	Final demolition complete on 16th Street
Storm	25-02	2025 Storm CIP Update											\$ 54,000.00	\$ 302,630.00	R. Wright	Finalizing 250k FCZD Grant. Parametrix starting on existing project review.

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	BUDGET		PROJECT MANAGER(S)	NOTES		
													2025-2026 BUDGET	FULL BUDGET				
Storm	TBD	Drainage District 11 Treatment											\$	406,000.00	\$	406,000.00	R. Wright	Included in 2026 Sidewalk project
Streets	13-08	Stewart Rd Bridge Replacement											\$	19,735,000.00	\$	42,246,000.00	A. Leach	Expected Completion Date: 12/28
Streets	13-11	166th Ave E Widening											\$	1,110,000.00	\$	18,000,000.00	C. Littrell	Design & Environmental permitting in process. ROW funded for
Streets	19-02	Main St & Wood Ave Intersection Improvements		C	O	M	P	L	E	T	E		\$	78,700.00	\$	3,580,000.00	C. Littrell	Working on Closeout.
Streets	19-05	TC: Cherry & Maple Utilities		P	A	U	S	E	D			\$	4,331,000.00	\$	4,331,000.00	A. Leach	Project on hold	
Streets	21-11	Maple St Pedestrian Signal & Citywide Backplates			SUS	PEN	SION					\$	888,000.00	\$	1,073,000.00	C. Littrell	Expected Completion Date: 2026	
Streets	22-07	Valley Ave: SR-410 to Elm										\$	866,000.00	\$	866,000.00	G. Singh	Phase 1: SR-410 to Meade McCumber - 90% design in progress. Construction anticipated 2026.	
Streets	23-08	Systemic Horizontal Curves										\$	613,000.00	\$	903,000.00	T. Le	90% Design	
Streets	23-09	Puyallup St & Tacoma Ave										\$	590,553.00	\$	2,600,000.00	G. Singh	Construction is unfunded.	
Streets	24-04	Washington St Reconstruction: Wood Ave to McMillan										\$	2,704,000.00	\$	2,818,000.00	G. Singh	Construction in Summer 2026.	
Streets	24-07	Neighborhood Traffic Calming & Intersection Data Collection										\$	150,000.00	\$	150,000.00	T. Le	Planning Study in 2026.	
Streets	24-08	Roadway Curve Warning & Delineation										\$	457,000.00	\$	457,000.00	T. Le	160th St E/Elm St and 60th St E west of Sumner-Tapps Hwy E.	
Streets	24-09	Main Street Crossings										\$	980,000.00	\$	980,000.00	G. Singh	85% Design in progress. Construction in 2027.	
Streets	24-11	Stewart Rd ITS										\$	500,000.00	\$	3,500,000.00	C. Littrell	Transpo Group to design. Construction is unfunded.	
Streets	25-03	Helping Homeowners Sidewalk Program										\$	128,000.00	\$	128,000.00	C. Littrell	In Design.	
Streets	25-03	Sidewalk Maintenance Program										\$	84,000.00	\$	84,000.00	C. Littrell	As needed.	
Streets	25-03	Street Tree Program										\$	500,000.00	\$	500,000.00	C. Littrell	In Design.	
Streets	N/A	ADA Improvements										\$	80,000.00	\$	80,000.00	C. Littrell	As needed.	
Streets	N/A	SR-167 SB HOT Lane			P	A	U	S	E	D					\$	350,000,000.00	N/A	WSDOT Project Paused
Streets	N/A	SR 167 / I-5 Connection Project													\$	1,000,000,000.00	N/A	WSDOT Project Paused
Streets	N/A	SR-410 / SR-162 Interchange Improvements			P	A	U	S	E	D					\$	6,650,000.00	C. Littrell	WSDOT Project Paused
Streets	TBD	Hunt Avenue Reconstruction: Main St to State St										\$	297,000.00	\$	3,000,000.00	R. Wright	Construction is unfunded.	
Streets	TBD	Chip Seal Application										\$	500,000.00	\$	500,000.00	G. Singh	Construction in Summer 2026.	
Streets	W25-01	Crack Seal Application		C	O	M	P	L	E	T	E		\$	161,440.00	\$	161,440.00	G. Singh	Complete & in Closeout
Streets	W25-02	Pavement Repairs		C	O	M	P	L	E	T	E		\$	142,390.00	\$	142,390.00	G. Singh	Complete & in Closeout
Streets	W25-03	Roadway Paint Line Application		C	O	M	P	L	E	T	E		\$	82,000.00	\$	82,000.00	G. Singh	Complete
Streets	W25-04	Roadway Plastic Marking Application		C	O	M	P	L	E	T	E		\$	118,000.00	\$	118,000.00	G. Singh	Complete
Water	19-11	South Tank Seismic Retrofit										\$	950,000.00	\$	3,509,300.00	A. Leach	In construction	
Water	25-05	159th Ave / Riverside Dr to 76th St										\$	638,000.00	\$	638,000.00	T. Le	Combined with 2025 Water Main Improvements. Design underway. 30% Design	
Water	25-05	2025 Water Main Improvements: Valley Ave Gary to SR-410, Valley Ave South of SR-410, 16th St Wood to McMillan & 54th W of Wright										\$	1,151,000.00	\$	1,151,000.00	T. Le	From 40159434-563417 Replacement of Water Mains. Valley Ave (Gary to SR-410) construction in early 2026. Design underway. 60% Design	
Water	25-05	Viewpoint Tank - 171st Ave Ct E										\$	188,000.00	\$	188,000.00	T. Le	Combined with 2025 Water Main Improvements. Design underway.	
Water	25-07	Central Well Radio Upgrade										\$	18,000.00	\$	18,000.00	T. Le		
Water	TBD	Dieringer Well Communication										\$	18,000.00	\$	18,000.00	T. Le		

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Water	TBD	South Well Improvements											\$ 300,000.00	\$ 300,000.00	D. McCarty	Construction unfunded.
Water	TBD	Sumner Springs Improvements		C	O	M	P	L	E	T	E		\$ 85,000.00	\$ 85,000.00	A. Leach	
Water	TBD	Water Systems Security											\$ 537,000.00	\$ 537,000.00	R. Wright	
Water	W24-14	North Tank Ladder											\$ 240,000.00	\$ 240,000.00	T. Le	Construction Bid Opening: 2/10
Water	W24-19	Watershed Vegetation Management											\$ 150,000.00	\$ 150,000.00	R. Wright	Hazard Trees portion complete March 2025
76													\$ 180,700,217.42	\$ 1,666,102,310.42		

Legend:

- Planning / Design / Right-of-Way
- Construction
- Suspension
- Close-out