



Members: Councilmembers Elfers, Evers, Kenna

Staff: Michael Kosa, Alisa O’Haver-Ayala, Andrew Leach, Robert Wright, Courtney Oades, Drew Mayo, 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. Annual Tyler Tech License Renewal
2. Annual Microsoft License Renewal
3. WWTF Building Improvements Contract Award
4. Resolution No. 1757 - PSE Grant Acceptance for WWTF Biosolids
5. ~~Harrison & State Sewer Project JOC~~ - Removed
6. Valley Ave Water System Improvements Partial Acquisition - Gray
7. Valley Ave Water System Improvements Partial Acquisition - Daley

**REPORTS**

1. Project Status Report

**ADJOURNMENT**

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**SUBJECT:** Annual Tyler Tech License Renewal

**CATEGORY:** Consent

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**BUDGET IMPACT:**

Expenditure Required: \$185,168.02

Within Budget Allocation: Yes

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**ATTACHMENTS:**

1. Sumner, WA New Inv CI100-00307490

**STAFF CONTACT:** Jeff Steffens, Deputy City Administrator

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**SUMMARY BACKGROUND:**

The City of Sumner pays an annual licensing fee to Tyler Technologies, which covers the City's ERP (Finance) and EPL (Permitting) software suites. This annual license totals \$185,168.02 and falls within anticipated budget amounts.

All purchases over \$100,000 must be approved by City Council.

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**COUNCIL COMMITTEE/STUDY SESSION:** Public Works Committee

**MEETING/STUDY SESSION DATE:** 8/18/2026

**COMMITTEE RECOMMENDATION:** Do Pass

**STAFF RECOMMENDATIONS/MOTION:**

Approve the attached license annual renewal

**Remittance:**

Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Questions:**

Phone: 1-800-772-2260 Press 2  
Email: ar@tylertech.com

**INVOICE**

| Document No.   | Date     | Page   |
|----------------|----------|--------|
| CI100-00307490 | 07/21/26 | 1 of 2 |



Bill To: SUMNER, WA  
ATTN: ACCOUNTS PAYABLE  
1104 MAPLE STREET  
SUMNER, WA 98390-0000

Delivery To: SUMNER, WA  
ATTN: ACCOUNTS PAYABLE  
1104 MAPLE STREET  
SUMNER, WA 98390-0000

| Cust #   | Bill to Address ID | Delivery Address ID | Currency | Terms | Due Date  |
|----------|--------------------|---------------------|----------|-------|-----------|
| 5310     | LOC000054462       | LOC000054462        | USD      | Net30 | 8/20/2026 |
| Cust PO# | Sales Order        | Billing Schedule    |          |       |           |
|          | SBI1000-000019663  | 200-2025W5P9Y7      |          |       |           |

| Contract Date | Description                                                                                      | Quantity | Unit Price  | Extended Price |
|---------------|--------------------------------------------------------------------------------------------------|----------|-------------|----------------|
| 07/30/25      | Enterprise Analytics and Reporting -<br>Legacy License - Subscription<br>08/01/2026 - 07/31/2027 | 1        | \$13,368.60 | \$13,368.60    |
| 07/30/25      | Data Access Services - Subscription<br>08/01/2026 - 07/31/2027                                   | 1        | \$3,150.00  | \$3,150.00     |
| 07/30/25      | Employee Access - Subscription<br>08/01/2026 - 07/31/2027                                        | 1        | \$1,544.55  | \$1,544.55     |
| 07/30/25      | Human Resources & Talent Management - Subscription<br>08/01/2026 - 07/31/2027                    | 1        | \$11,240.25 | \$11,240.25    |
| 07/30/25      | Payroll with Employee Access - Subscription<br>08/01/2026 - 07/31/2027                           | 1        | \$13,709.85 | \$13,709.85    |
| 07/30/25      | Accounting/GL/BG/AP - Subscription<br>08/01/2026 - 07/31/2027                                    | 1        | \$9,792.30  | \$9,792.30     |
| 07/30/25      | Capital Assets - Subscription<br>08/01/2026 - 07/31/2027                                         | 1        | \$3,746.40  | \$3,746.40     |
| 07/30/25      | Cash Management - Subscription<br>08/01/2026 - 07/31/2027                                        | 1        | \$2,341.50  | \$2,341.50     |
| 07/30/25      | Contract Management - Subscription<br>08/01/2026 - 07/31/2027                                    | 1        | \$1,533.00  | \$1,533.00     |
| 07/30/25      | Project & Grant Accounting - Subscription<br>08/01/2026 - 07/31/2027                             | 1        | \$2,809.80  | \$2,809.80     |
| 07/30/25      | Purchasing - Subscription<br>08/01/2026 - 07/31/2027                                             | 1        | \$6,088.95  | \$6,088.95     |
| 07/30/25      | Accounts Receivable - Subscription<br>08/01/2026 - 07/31/2027                                    | 1        | \$3,278.10  | \$3,278.10     |
| 07/30/25      | Cashiering - Subscription<br>08/01/2026 - 07/31/2027                                             | 1        | \$9,669.45  | \$9,669.45     |
| 07/30/25      | Central Property File - Subscription<br>08/01/2026 - 07/31/2027                                  | 1        | \$2,478.00  | \$2,478.00     |
| 07/30/25      | General Billing - Subscription<br>08/01/2026 - 07/31/2027                                        | 1        | \$1,337.70  | \$1,337.70     |
| 07/30/25      | Utility Billing CIS - Subscription<br>08/01/2026 - 07/31/2027                                    | 1        | \$12,346.95 | \$12,346.95    |



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556  
**Questions:**  
 Phone: 1-800-772-2260 Press 2  
 Email: ar@tylertech.com

# INVOICE

| Document No.   | Date     | Page   |
|----------------|----------|--------|
| CI100-00307490 | 07/21/26 | 2 of 2 |

| Contract Date | Description                                                                                            | Quantity | Unit Price | Extended Price |
|---------------|--------------------------------------------------------------------------------------------------------|----------|------------|----------------|
| 07/30/25      | System Management Services Contract - Extra Environment<br>08/01/2026 - 07/31/2027                     | 1        | \$1,050.00 | \$1,050.00     |
| 07/30/25      | Enterprise Forms Processing (including Common Form Set) - Subscription<br>08/01/2026 - 07/31/2027      | 1        | \$7,095.90 | \$7,095.90     |
| 07/30/25      | GIS - Subscription<br>08/01/2026 - 07/31/2027                                                          | 16       | \$235.20   | \$3,763.20     |
| 07/30/25      | Resident Access - Subscription<br>08/01/2026 - 07/31/2027                                              | 1        | \$1,901.55 | \$1,901.55     |
| 07/30/25      | Content Manager Core - Subscription<br>08/01/2026 - 07/31/2027                                         | 1        | \$7,663.95 | \$7,663.95     |
| 07/30/25      | Utility Billing Meter Interface - Subscription<br>08/01/2026 - 07/31/2027                              | 1        | \$3,746.40 | \$3,746.40     |
| 07/30/25      | Annual Payroll Tax Table Updates<br>08/01/2026 - 07/31/2027                                            | 1        | \$1,477.35 | \$1,477.35     |
| 07/30/25      | Business Management Suite - Subscription<br>08/01/2026 - 07/31/2027                                    | 5        | \$844.20   | \$4,221.00     |
| 07/30/25      | Civic Access - Business Management - Subscription<br>08/01/2026 - 07/31/2027                           | 1        | \$4,502.40 | \$4,502.40     |
| 07/30/25      | Civic Access - Community Development - Subscription<br>08/01/2026 - 07/31/2027                         | 1        | \$4,502.40 | \$4,502.40     |
| 07/30/25      | Community Development Suite - Subscription<br>08/01/2026 - 07/31/2027                                  | 16       | \$783.30   | \$12,532.80    |
| 07/30/25      | e-Reviews - Subscription<br>08/01/2026 - 07/31/2027                                                    | 1        | \$8,443.05 | \$8,443.05     |
| 07/30/25      | Enterprise Permitting & Licensing Advanced Automation Bundle - Subscription<br>08/01/2026 - 07/31/2027 | 1        | \$4,502.40 | \$4,502.40     |
| 07/30/25      | Enterprise Permitting & Licensing Mobile - Subscription<br>08/01/2026 - 07/31/2027                     | 10       | \$281.40   | \$2,814.00     |
| 07/30/25      | Enterprise Permitting & Licensing View Only License - Subscription<br>08/01/2026 - 07/31/2027          | 3        | \$339.15   | \$1,017.45     |
| 07/30/25      | Report Toolkit - Subscription<br>08/01/2026 - 07/31/2027                                               | 1        | \$1,125.60 | \$1,125.60     |

|                                                                                                                                                                                                                                  |                  |               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------|
| <b>**ATTENTION**</b><br><br><b>Order your checks and forms from<br/>           Tyler Business Forms at 877-749-2090 or<br/>           Tylerbusinessforms.com to guarantee<br/>           100% compliance with your software.</b> | <b>Subtotal</b>  | \$ 168,794.85 |
|                                                                                                                                                                                                                                  | <b>Sales Tax</b> | \$16,373.17   |
|                                                                                                                                                                                                                                  | <b>Total</b>     | \$ 185,168.02 |

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**SUBJECT:** Annual Microsoft License Renewal

**CATEGORY:** Consent

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**BUDGET IMPACT:**

Expenditure Required: \$134,585.50

Within Budget Allocation: Yes

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**ATTACHMENTS:**

1. CDW-G Microsoft Renewal

**STAFF CONTACT:** Jeff Steffens, Deputy City Administrator

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**SUMMARY BACKGROUND:**

The City needs to renew our Microsoft Enterprise Agreement (EA). To secure favorable pricing and maintain seamless licensing, the City signed a 3-year agreement beginning last year. This agreement locks in pricing through FY2028 and ensures continuity across Microsoft services, including productivity tools, Teams Phone, endpoint security, storage, and Power Platform capabilities.

This payment installment provides services from August 2006 through July 2027. This annual amount of \$134,585.50 is more than our 2026 budget of \$125,000 due to additional users and the change in some software licenses. The increase will be offset by the previous year's agreement coming in under budget.

City Purchasing Policy requires any purchase in excess of \$100,000 to be authorized by Council.

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|                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Public Works Committee</p> <p><b>MEETING/STUDY SESSION DATE:</b> 8/18/2026</p> <p><b>COMMITTEE RECOMMENDATION:</b> Do Pass</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

Approve the attached license annual renewal



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

## QUOTE CONFIRMATION

### Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

### BRIAN CUNNINGHAM,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

| QUOTE # | QUOTE DATE | QUOTE REFERENCE           | CUSTOMER # | GRAND TOTAL         |
|---------|------------|---------------------------|------------|---------------------|
| PXGL600 | 6/15/2026  | ANNUAL PAYMENT DUE<br>8/1 | 6119562    | <b>\$134,585.50</b> |

### IMPORTANT - PLEASE READ

**Special Instructions:** ANNUAL PAYMENT DUE 8/1 EA 70187590 YEAR 2 of 3 TERMS 8/1/2026 - 7/31/2027

### QUOTE DETAILS

| ITEM                                                                                                                                                                                                                                                         | QTY  | CDW#    | UNIT PRICE | EXT. PRICE  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------|------------|-------------|
| <a href="#">Microsoft Office 365 Extra File Storage Add-on - subscription license - 1 G</a><br>Mfg. Part#: M9T-00002-12-SLG<br>Year 2 of 3<br>TERMS 8/1/2026 - 7/31/2027<br>Electronic distribution - NO MEDIA<br>Contract: Washington AEPA-026D SLG (026-D) | 2000 | 5580209 | \$2.29     | \$4,580.00  |
| <a href="#">MS EA WIN OLS ACTV GCC P U</a><br>Mfg. Part#: VRM-00001-12-SLG<br>Year 2 of 3<br>TERMS 8/1/2026 - 7/31/2027<br>Electronic distribution - NO MEDIA<br>Contract: MARKET                                                                            | 180  | 8253522 | \$0.00     | \$0.00      |
| <a href="#">Microsoft 365 Domestic Calling Plan for Phone System - subscription license</a><br>Mfg. Part#: LM9-00029-12-SLG<br>Year 2 of 3<br>TERMS 8/1/2026 - 7/31/2027<br>Electronic distribution - NO MEDIA<br>Contract: Washington AEPA-026D SLG (026-D) | 141  | 6534552 | \$89.55    | \$12,626.55 |
| <a href="#">Microsoft M365 G5 GCC Subscription License Per User</a>                                                                                                                                                                                          | 120  | 6668197 | \$638.04   | \$76,564.80 |

**QUOTE DETAILS (CONT.)**

Mfg. Part#: AAL-45735-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**Microsoft Audio Conferencing Select Dial Out - subscription license - 1 lic**

62

6976615

\$0.00

\$0.00

Mfg. Part#: NYH-00001-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: MARKET

**Microsoft Defender O365 P2 GCC Subscription License Per User**

62

5107303

\$47.57

\$2,949.34

Mfg. Part#: GLN-00001-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**Microsoft Defender for Endpoint Plan 2 - subscription license - 1 user**

56

6706236

\$56.22

\$3,148.32

Mfg. Part#: 7KB-00001-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**Microsoft Defender for Endpoint Server - subscription license - 1 license**

40

6398425

\$56.22

\$2,248.80

Mfg. Part#: 7JI-00001-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**Microsoft M365 F3 Unified GCC Subscription License Per User**

35

5759147

\$86.88

\$3,040.80

Mfg. Part#: AAD-63092-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**Microsoft M365 G3 Unified FUSL GCC Subscription License Per User**

27

5489074

\$402.97

\$10,880.19

Mfg. Part#: AAD-34704-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**Microsoft Teams Shared Devices GCC Sub Per Device - Subscription License**

23

5336424

\$76.07

\$1,749.61

Mfg. Part#: KXJ-00001-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**MS EA TEAMS CALLING PLAN GCC ADDON**

15

7547766

\$28.49

\$427.35

Mfg. Part#: 84J-00001-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

**QUOTE DETAILS (CONT.)**

Contract: Washington AEPA-026D SLG (026-D)

**MS EA PROJECT P5 GCC P USER**

5 4579875 \$523.30 \$2,616.50

Mfg. Part#: 7VX-00001-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**MS EA VISIO P2 GCC P USER**

3 3576069 \$142.72 \$428.16

Mfg. Part#: P3U-00001-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**Power Automate Premium GCC Sub Per User**

1 6042068 \$167.90 \$167.90

Mfg. Part#: 1O5-00001-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**Microsoft PowerApps Premium - subscription license - 1 user**

1 5830230 \$223.87 \$223.87

Mfg. Part#: SEL-00001-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**Microsoft 365 Copilot Add-on - subscription license - 1 user**

3 8216497 \$381.60 \$1,144.80

Mfg. Part#: EP2-24658-12-SLG

Year 2 of 3

TERMS 8/1/2026 - 7/31/2027

Electronic distribution - NO MEDIA

Contract: Washington AEPA-026D SLG (026-D)

**SUBTOTAL** \$122,796.99**SHIPPING** \$0.00**SALES TAX** \$11,788.51**GRAND TOTAL** **\$134,585.50****PURCHASER BILLING INFO****Billing Address:**CITY OF SUMNER  
1104 MAPLE ST  
SUMNER, WA 98390-1407**Phone:** (253) 863-8300**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**CITY OF SUMNER  
1104 MAPLE ST  
SUMNER, WA 98390-1407**Phone:** (253) 863-8300**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



## Sales Contact Info

**Rashena Hill** | (866) 253-2510 | [rashena.hill@cdwg.com](mailto:rashena.hill@cdwg.com)

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For more information, contact a CDW account manager.

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**SUBJECT:** WWTF Building Improvements Contract Award

**CATEGORY:** Consent

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**BUDGET IMPACT:**

Expenditure Required: \$291,650

Within Budget Allocation: Yes

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**ATTACHMENTS:**

1. Professional Services Contract - SHKS Architects

**STAFF CONTACT:** Alisa O'Haver-Ayala , Deputy Public Works Director

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**SUMMARY BACKGROUND:**

The Wastewater Treatment Facility (WWTF) Building Improvements project will evaluate the existing office and equipment buildings that are aging and need upgrades to continue to house the technology and workforce at the facility. The recommended upgrades may include remodeling current building(s), and/or demolition of existing buildings, and adding additional building(s) to the current site.

Five (5) Statement of Qualifications were received on May 19, 2026 for this project. SHKS Architects was selected to provide architectural services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$291,650 was negotiated for the design of the project. It is possible that this consultant will provide additional services under a future amendment.

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**COUNCIL COMMITTEE/STUDY SESSION:** Public Works Committee

**MEETING/STUDY SESSION DATE:** 8/18/2026

**COMMITTEE RECOMMENDATION:** Do Pass

**STAFF RECOMMENDATIONS/MOTION:**

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with SHKS Architects, in an amount not-to-exceed \$291,650 for the WWTF Building Improvements (CIP 26-03), substantially in a form approved by the City Attorney.

# **PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

## **between the CITY OF SUMNER and**

### **SHKS Architects, P.S., Inc.**

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and SHKS Architects, P.S., Inc., organized under the laws of the State of Washington, located and doing business at 1050 N 38<sup>th</sup> St, Seattle, WA 98103, (206) 224-3389 (hereinafter the "Consultant") (collectively, the "Parties").

#### **I. DESCRIPTION OF WORK.**

Consultant shall perform the following services for the City in accordance with the attached scope of work/engagement letter:

See Exhibit A - CIP 26-03 WWTF Building Improvements

Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

The Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

**II. TIME OF COMPLETION.** The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2027.

#### **III. COMPENSATION.**

- A. The City shall pay the Consultant a fee not to exceed \$291,650.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

**IV. INDEPENDENT CONTRACTOR.** The Parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Contract.

**V. TERMINATION.** Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction; provided, however, that the Consultant may retain copies of records and data for business records purposes. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

**VI. DISCRIMINATION.** In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

**VII. INDEMNIFICATION.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the Consultant's intentionally damaging, reckless or negligent performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Contract.

**VIII. INSURANCE.** The Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, and/or its agents, representatives, or employees.

**No Limitation.** The Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance.** The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent

contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

**Minimum Amounts of Insurance:** The Consultant shall maintain the following insurance limits during the entire duration of this Contract:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

**B. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**C. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**D. Verification of Coverage** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work hereunder.

**IX. EXCHANGE OF INFORMATION.** The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Contract.

**X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

**XI. CITY'S RIGHT OF INSPECTION.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

**XII. PUBLIC RECORDS ACT.** The City is required to comply with the Public Records Act, codified in Chapter 42.56 RCW. From time to time, the City will receive requests for public records regarding City business. When a public records request is made regarding work performed or documents created under this Contract, Consultant shall conduct a thorough search of any and all potentially responsive public records created or maintained in the course of completing this Contract, shall provide those documents to the City in a timely manner following the request for search, and shall retain all records in accordance with the retainage schedule as published by the Washington Secretary of State. Following completion of the work pursuant to this contract, Consultant shall provide to the City any and all documents prepared, created or maintained in the course of completing this contract.

**XIII. WORK PERFORMED AT THE CONSULTANT'S RISK.** The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**XIV. MISCELLANEOUS PROVISIONS.**

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Notwithstanding, the foregoing, any claims alleging professional negligence are not subject to arbitration and shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to

this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

I. Ratification. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this contract.

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify). The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or

any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

K. Debarment. The Consultant must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Consultant or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

L. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), 29 CFR 5.5 shall apply. See Exhibit C, attached, and its provisions which are incorporated as if fully set forth herein.

**IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.**

|                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>CONSULTANT:</b></p> <p>By: _____<br/>(signature)</p> <p>Print Name: _____</p> <p>Title: _____<br/>(Title)</p> <p>DATE: _____</p>                                                                                               | <p><b>CITY OF SUMNER:</b></p> <p>By: _____<br/>(signature)</p> <p>Print Name: <u>Carla S. Bowman</u><br/>Its <u>Mayor</u><br/>(Title)</p> <p>DATE: _____</p> <p>By: _____<br/>(signature)</p> <p>Print Name: <u>Jason Wilson</u><br/>Its <u>City Administrator</u><br/>(Title)</p> <p>DATE: _____</p> <p>Approved as to Form:</p> <p>Attest: _____ Approved as to form: _____</p> <p>_____<br/>City Clerk City Attorney<br/>DATE: _____ DATE: _____</p> |
| <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONSULTANT:</b></p> <p>Adam Hutschreider<br/>SHKS Architects, P.S., Inc.<br/>1050 N 38th St<br/>Seattle, WA 98103<br/>(206) 224-3389 (telephone)<br/>adamh@shksarchitects.com (email)</p> | <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF SUMNER:</b></p> <p>Alisa O'Haver-Ayala, Deputy Public Works<br/>Director, City of Sumner<br/>1104 Maple Street<br/>Sumner, WA 98390<br/>(253) 299-5703 (telephone)<br/>alisao@sumnerwa.gov (email)</p>                                                                                                                                                                                               |

August 4, 2026

Alisa O'Haver-Ayala, Deputy Public Works Director | City Engineer  
City of Sumner

Re: SUMNER WASTEWATER TREATMENT FACILITY MASTER PLAN

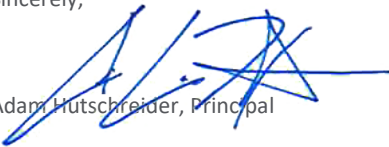
Dear Alisa:

Thank you for inviting SHKS Architects to submit a fee proposal to provide professional services for the Sumner Wastewater Treatment Facility Master Plan.

We have reviewed your project requirements and attached our fee proposal for your review and approval. Please note that we have included costs for civil engineering/wastewater treatment facility process engineering, structural engineering, mechanical engineering, electrical engineering, and cost estimating in our scope of work. If site surveying and geotechnical engineering are required, we are happy to add those services as an additional service or contract amendment.

We will follow up with you shortly to discuss our proposal. If acceptable, we can follow up with a contract for your signature and include this fee proposal as an attachment. In the meantime, please do not hesitate to contact us with any questions you may have. Thank you again for considering SHKS Architects.

Sincerely,



Adam Hutschreider, Principal

Enc: Fee Proposal  
Exhibit A: 2026 Rate Schedule

## FEE PROPOSAL

Project Name SUMNER WASTEWATER TREATMENT FACILITY MASTER PLAN

Date Submitted August 4, 2026

Revision Number: [1]

### PROJECT UNDERSTANDING

The overall scope of service includes programming and master planning for the City of Sumner Wastewater Treatment Facility (WWTF). The WWTF is located on approximately 9.8 acres of land on the western edge of the City of Sumner, bounded by the White River to the north, the Puyallup River to the south and WA Highway 410 to the east. The facility consists of approximately 12 buildings and approximately 18 other structures supporting site operations.

### SCOPE OF SERVICES & DELIVERABLES

#### 1. Pre Design

- Kickoff meeting with the City of Sumner to establish goals and priorities of the project. Bi-weekly check-in meetings with City of Sumner Project Manager for duration of contract (assumes 30).
- Review all available existing information and documentation City of Sumner has available (site survey, geotechnical, previous permits, etc.).
- Conditions Assessment – building and site needs assessment, evaluation of existing conditions, collection of additional site data as necessary.
  - Conduct up to (3) site visits/observational tours of existing facility.
  - Evaluation to include: structural, mechanical, electrical, civil, envelope
  - Evaluate code required upgrades based on potential scope of work
- Develop a written space program document, forecasting space needs to 2046.
  - Conduct up to (8) programming meetings with WWTF staff and City of Sumner Public Works Leadership
  - Conduct online survey of WWTF staff regarding programming/space needs
- Prepare (3) preliminary concept test-to fit diagrams, including phasing, construction cost plan, and life-cycle cost analysis
  - Conduct zoning code analysis and consult with City of Sumner Development Services on development potential of site
  - Review/diagram maximum site development potential
  - Explore opportunities for acquisition of adjacent Washington Department of Fish and Wildlife land, and impact on developable area of site
- Prepare (1) preferred test-to-fit diagram, including phasing, construction cost plan, and life-cycle cost analysis
- Master plan for WWTF Campus.
- Forecast of construction costs and soft costs
- Pre Design/Master Plan Document (DRAFT and FINAL)
  - Document Review Summary
  - Existing Building Field Assessments and Data Collection
  - Recommended site layout
  - Phased site building approach
  - Phasing and Implementation

- Appendix information should, at a minimum, include:
  - Site layout
  - Project Descriptions
  - Project Costs (hard costs, soft costs, and life-cycle cost analysis)

2. Conditional Use Permitting - assumes maximum of 120 hours

- Pre-submittal meeting with City of Sumner Development Services
- 100% Permit Drawings

## EXCLUSIONS AND ASSUMPTIONS

- All permit fees to be paid directly by Owner
- No invasive investigation work to be completed as part of conditions assessment
- Owner to provide building and site access as needed to complete the work
- Conditional Use Permitting scope not clearly defined. Proposal includes an hourly to max allowance for that scope of work.

## MAXIMUM ALLOWABLE CONSTRUCTION COST (MACC)

The anticipated maximum allowable construction cost (MACC) for the project is unknown.

## FEE

For Master Planning and Pre Design services, we propose to consult on an hourly basis up to an estimated maximum of \$260,450. We will request your authorization should additional services be needed beyond this amount.

Should you decide to move forward beyond Master Planning and Pre Design services we will prepare a contract amendment, and our fee would be based on the MACC and tied to the WA State A&E Fee Schedule, utilized for public works building projects.

## ADDITIONAL SERVICES

The following additional services may be selected and included with the Fee listed above.

|                                                                                                                                                                                                                                                                                      |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Tier 1 Seismic Evaluation (Gray & Osborne)                                                                                                                                                                                                                                           | \$31,200 |
| Conduct a seismic evaluation for each building, consisting of a Tier 1 Standard Evaluation in accordance with ASCE 41 to identify potential seismic deficiencies. The results of the seismic evaluation and any code required upgrades will be included in the technical memorandum. |          |

|                                                                                                                                                                                                                                                                                                        |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Traffic Impact Analysis and Design Support (Heffron Transportation)                                                                                                                                                                                                                                    | TBD |
| Conduct a Traffic Impact Analysis including evaluation of existing site characteristics, transportation impacts, trip generation, and parking impacts. In addition, on-call design support may be provided to assist in evaluation of site entrances, exits, internal circulation and traffic control. |     |

## RATES

Hourly rates shall be used when a portion of the Architect's fee is to be charged on an hourly basis or if the Architect is requested to perform additional services. Rates are hourly, in accordance with the rates stated in Exhibit A, attached. The Architect shall receive prior authorization from the Owner prior to any additional services.

EXPENSES

Expenses in addition to compensation for Basic and Additional Services include expenses incurred by the Architect directly related to the Project. Expense costs to be reimbursed by the Client may include but are not limited to the following: printing, courier fees or postage, mileage, parking, tolls, 3D scanning, permit fees, other fees, presentation materials, models, visualizations, and photography. The Architect shall seek prior authorization from the Owner for these expense costs.

The estimated reimbursable expenses for this project are \$500.

SCHEDULE

|                            |                       |
|----------------------------|-----------------------|
| DRAFT Master Plan          | 9/1 through 3/15/2027 |
| Final Master Plan          | 6/1/2027              |
| Conditional Use Permitting | TBD                   |

| 0 PRE DESIGN |                                                                                                                                                                                                                                                                      |           |          |           |       |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------|-------|
| Item         | PHASE/TASK                                                                                                                                                                                                                                                           | PIC<br>AH | PM<br>MF | PA<br>TBD | Total |
| 0.01         | <b>Administration</b>                                                                                                                                                                                                                                                |           |          |           |       |
|              | Consultations, correspondence, minutes, and general admin.                                                                                                                                                                                                           | 12        | 36       | 8         |       |
| 0.02         | <b>Discipline Coordination</b>                                                                                                                                                                                                                                       |           |          |           |       |
|              | Meetings with Consultants                                                                                                                                                                                                                                            | 8         | 8        | 0         |       |
|              | Design coordination, document review                                                                                                                                                                                                                                 | 12        | 24       | 8         |       |
| 0.03         | <b>Document Review</b>                                                                                                                                                                                                                                               |           |          |           |       |
|              | Collect project information                                                                                                                                                                                                                                          | 2         | 4        | 0         |       |
|              | Review existing information                                                                                                                                                                                                                                          | 4         | 24       | 8         |       |
| 0.04         | <b>Consulting with Permitting Authority</b>                                                                                                                                                                                                                          |           |          |           |       |
|              | Land Use Code Review and consultation                                                                                                                                                                                                                                | 4         | 20       | 12        |       |
| 0.05         | <b>Meetings and Coordination w/ Client</b>                                                                                                                                                                                                                           |           |          |           |       |
|              | Kick-off Meeting                                                                                                                                                                                                                                                     | 4         | 4        | 6         |       |
|              | Site Visits                                                                                                                                                                                                                                                          | 8         | 12       | 12        |       |
|              | Design Meetings (assumes 16 with meeting notes)                                                                                                                                                                                                                      | 16        | 32       | 40        |       |
| 0.06         | <b>Architectural Programming</b>                                                                                                                                                                                                                                     |           |          |           |       |
|              | Organize Program                                                                                                                                                                                                                                                     | 16        | 32       | 120       |       |
|              | Diagrams                                                                                                                                                                                                                                                             | 12        | 40       | 80        |       |
|              | Presentation to Client - scope confirmation                                                                                                                                                                                                                          | 4         | 8        | 8         |       |
| 0.07         | <b>Scheduling</b>                                                                                                                                                                                                                                                    |           |          |           |       |
|              | Review and update scheduling                                                                                                                                                                                                                                         | 2         | 4        | 0         |       |
| 0.08         | <b>Conceptual Budget</b>                                                                                                                                                                                                                                             |           |          |           |       |
|              | Prepare conceptual design and construction budget. Budget will be itemized by scope item and expressed as a range of anticipated cost. Budget is conceptual in nature and represents SHKS opinion based on limited information available at time of budget estimate. | 4         | 16       | 4         |       |
| 0.09         | <b>Master Plan Document</b>                                                                                                                                                                                                                                          |           |          |           |       |
|              | Develop DRAFT Report                                                                                                                                                                                                                                                 | 8         | 24       | 80        |       |
|              | Develop Final Report                                                                                                                                                                                                                                                 | 4         | 16       | 32        |       |
| 0.10         | <b>Conditional Use Permit</b>                                                                                                                                                                                                                                        |           |          |           |       |
|              | Prepare conditional use permit documents, in alignment with approved master plan. Review and respond to any City comments.                                                                                                                                           | 8         | 32       | 80        |       |

|                        |          |          |          |          |           |
|------------------------|----------|----------|----------|----------|-----------|
| Architectural Services | hours    | 128      | 336      | 498      | 962       |
|                        | rate     | \$230    | \$165    | \$140    |           |
|                        | subtotal | \$29,440 | \$55,440 | \$69,720 | \$154,600 |

|                                            |                                   |                  |
|--------------------------------------------|-----------------------------------|------------------|
| Consultant Services                        | Gray & Osborne                    | \$60,600         |
|                                            | Connetix - Electrical Engineering | \$14,250         |
|                                            | Dharam - Cost Consulting          | \$30,500         |
|                                            |                                   |                  |
| <b>Subtotal Consultants</b>                |                                   | <b>\$105,350</b> |
| Markup                                     |                                   | \$0              |
| Miscellaneous Direct Expenses              |                                   | \$500            |
| <b>Total Consultants, Expenses, Markup</b> |                                   | <b>\$105,850</b> |

|   |                  |           |
|---|------------------|-----------|
| 1 | PRE DESIGN TOTAL | \$260,450 |
|---|------------------|-----------|

|                     |                           |  |  |  |          |
|---------------------|---------------------------|--|--|--|----------|
| Additional Services | Tier 1 Seismic Evaluation |  |  |  | \$31,200 |
|                     | Traffic Impact Analysis   |  |  |  | TBD      |



SHKS Architects  
2026 Rate Schedule: Commercial/Institutional

Personnel will be charged at the following hourly rates:

|                    |       |
|--------------------|-------|
| Founding Principal | \$275 |
| Principal          | \$230 |
| Senior Architect   | \$195 |
| Project Manager    | \$190 |
| Architect 3        | \$190 |
| Architect 2        | \$165 |
| Architect Staff 2  | \$145 |
| Architect 1        | \$140 |
| Architect Staff 1  | \$135 |
| Design Staff 1     | \$125 |
| Administrative     | \$105 |

Billing rates are subject to change annually.

## EXHIBIT "B"

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

#### SHKS ARCHITECTS CITY OF SUMNER WASTEWATER TREATMENT FACILITY MASTER PLAN

| Tasks                                                                      | Project Manager Hours | Project Mechanical Eng. Hours | Structural Eng. Hours | Environmental Tech./ Specialist Hours | AutoCAD/ GIS Tech./ Eng. Intern Hours |
|----------------------------------------------------------------------------|-----------------------|-------------------------------|-----------------------|---------------------------------------|---------------------------------------|
| 1 Project Management                                                       | 8                     |                               |                       |                                       |                                       |
| 2 Review Background Material                                               | 8                     |                               |                       |                                       |                                       |
| 3 Conduct Site Visits/Inspections/Operational Tours of Existing Facilities | 16                    | 8                             | 16                    |                                       |                                       |
| 4 Existing Building Condition Assessment and Technical Memorandum          |                       |                               |                       |                                       |                                       |
| 4A Existing Building Structural and Mechanical Condition Assessment        |                       | 32                            | 56                    |                                       |                                       |
| 4B Existing Building Seismic Evaluation                                    |                       |                               | 156                   |                                       |                                       |
| 5 Master Plan Development Assistance                                       | 40                    |                               |                       |                                       | 12                                    |
| 6 Environmental Permitting Assistance                                      |                       |                               |                       | 12                                    |                                       |
| 7 Project Programming and Review Meetings                                  | 36                    |                               |                       |                                       |                                       |
| 8 Complete QA/QC Review                                                    | 4                     | 4                             | 4                     |                                       |                                       |
|                                                                            |                       |                               |                       |                                       |                                       |
| Hour Estimate:                                                             | 112                   | 44                            | 232                   | 12                                    | 12                                    |
| Fully Burdened Billing Rate Range:*                                        | \$165 to \$283        | \$155 to \$220                | \$125 to \$250        | \$105 to \$190                        | \$75 to \$198                         |
| Estimated Fully Burdened Billing Rate:*                                    | \$280                 | \$210                         | \$200                 | \$160                                 | \$190                                 |
| Fully Burdened Labor Cost:                                                 | \$31,360              | \$9,240                       | \$46,400              | \$1,920                               | \$2,280                               |

Total Fully Burdened Labor Cost: \$ 91,200

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 600

**TOTAL ESTIMATED COST: \$ 91,800**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include



## ELECTRICAL ENGINEERING SERVICES SCOPE AND FEE PROPOSAL

August 4, 2026

To: Adam Hutschreider  
SHKS Architects  
From: Brad Bailey  
Re: City of Sumner - WWTP Planning Project  
SHKS

Thank you for the opportunity to propose our Electrical Engineering services for the Sumner WWTP Assessment project. This proposal is based upon the emails we have exchanged. The following is our understanding of the scope of the requested electrical engineering services to be furnished for this project.

### Project Overview

The focus of the project is to conduct a condition assessment of the buildings on site (vertical structures only, not process structures) and to evaluate the existing electrical capacity of the plant.

### Scope

- ❖ Review existing drawings of the electrical power distribution system along with City provided electrical utility bills to determine available power capacity.
- ❖ Perform one site visit to observe and take photos of general electrical conditions of the buildings (approximately 12 buildings) on site for use in overall evaluation of the current condition of the structures.
- ❖ Coordinate with SHKS Architects and generate the electrical portions of the building assessment report.

### Exclusions

- ❖ Review of process structures or similar, such as sludge holding tanks.
- ❖ Review of process controls infrastructure (PLCs, HMIs, active ethernet electronics, etc.)

### Fees\*

Connetix Engineering, Inc. proposes to complete the work described above for a fee of \$14,250. This is inclusive of travel expenses for the site visit.

If the above proposal is acceptable, please forward a contract for execution. Should you not have a standard contract, or simply prefer to use ours, we would be happy to complete the project under a National Society of Professional Engineers (NSPE) contract, which we can get started and sent to you for review and execution.

If you have any questions, please contact our office.

\*PLEASE NOTE THAT PROPOSED PRICING FOR FEES IS ONLY VALID FOR 120 DAYS FROM THE DATE OF THE PROPOSAL. BEYOND 120 DAYS CONNETIX RESERVES THE RIGHT TO MODIFY THE PROPOSED FEES OR TO CANCEL THE PROPOSAL IN ITS ENTIRETY. PROJECT DELAYS WHICH REQUIRE DESIGN OR PROGRAMMING WORK TO BE PAUSED ONCE BEGUN AND RESTARTED FOR MORE THAN 90 DAYS WILL REQUIRE FEE MODIFICATION DUE TO THE INHERENT INEFFICIENCIES THESE DELAYS INTRODUCE. DELAYS BEYOND 180 DAYS BETWEEN CONTRACT EXECUTION AND PROJECT START MAY REQUIRE PROPOSAL FEE MODIFICATION.

N:\2026\Sumner WWTP\Administrative\Contract\Consultant Proposals\Prop-BBB-20260728-Sumner WWTP Assessment.docx

P.O. Box 8326, Yakima, WA 98908 • www.coneng.com  
1430 N 16<sup>th</sup> Ave, Suite A, Yakima, WA 98902 • Phone: 509-965-9872

**CC:** Job File / Chron File

July 28<sup>th</sup>, 2026

Adam Hutschreider  
SHKS Architects  
1050 N 38<sup>th</sup> St  
Seattle  
Washington 98103

City of Sumner – Waste Water Treatment Facility Master Plan  
**Cost Consulting Services, 9097-SEA-GOV-26-SHKS-SUMNERWWTMP**

Adam,

Thank you for the opportunity to submit a proposal to support cost consulting services on this project. We understand the project includes the study of (3) City of Sumner preliminary test-fit options considering 12 buildings and 18 structures across the 9.8 acre campus. The report will include phasing (3-5 phases over 20 years), cost plan, and life-cycle cost analysis. The second task will update (1) preferred test-fit with the corresponding cost plan, and life-cycle cost analysis.

Steve Kelly will be the Director-in-Charge. He will be supported by Associate, Andrew Jonsson, who will attend key client and design team meetings when required. Our in-house architectural, structural and MEP specialists will provide cost support.

**Total Not to Exceed Fee Proposed for this Project is \$30,500 (Thirty Thousand Five Hundred Dollars and Zero Cents).**

| Estimate Phase            | Lump Sum Fee |
|---------------------------|--------------|
| (3) Option Concept Report | \$15,000     |
| (3) Option LCCA           | \$5,000      |
| Preferred Concept Report  | \$7,000      |
| Preferred Concept LCCA    | \$3,500      |

Services included in this fee:

- Provide Milestone Cost Estimate commensurate with the level of detail provided in your design documents and corresponding Life Cycle Cost Analysis.
- Present cost information in Unifomat II.

- Review and provide single revised estimate to account for scope clarification and to properly allocate scope including breakout costs and alternates as required.

#### Hourly rates

| Resource                                              | Standard Rate 2026 \$/Hr. |
|-------------------------------------------------------|---------------------------|
| Director                                              | \$350                     |
| Senior Associate                                      | \$290                     |
| Associate, Architectural and Structural               | \$240                     |
| Associate, Mechanical, Electrical and Plumbing        | \$240                     |
| Senior Consultant, Architectural and Structural       | \$195                     |
| Senior Consultant Mechanical, Electrical and Plumbing | \$195                     |
| Consultant, Architectural and Structural              | \$155                     |
| Consultant, Mechanical, Electrical and Plumbing       | \$155                     |
| Graduate                                              | \$100                     |
| Intern                                                | \$50                      |

Travel expenses to the greater Seattle area if required, is included.  
Any other services required will be billed at our standard charge out rates.

#### **Payment Terms**

We will arrange a payment schedule with you that allows us to invoice you periodically as we complete the work. Our payment terms are 30 days net.

We very much look forward to the opportunity of working with you on this exciting project. Please do not hesitate to contact us if you require additional information.

Sincerely



Steve Kelly  
**Director** Dharam Consulting, LLC

**EXHIBIT B**  
CITY OF SUMNER

CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30  
"E-VERIFY"

As the person duly authorized to enter into such commitment for

**SHKS Architects, P.S., Inc.**

---

I hereby certify that the Company or Organization named herein will

(check one box below)

☐ Be in compliance with all of the requirements of City of Sumner Municipal Code Chapter 3.30 for the duration of the contract entered into between the City of Sumner and the Company or Organization.

OR

☐ Hire no employees for the term of the contract between the City and the Company or Organization.

---

NAME

---

TITLE

---

DATE

## EXHIBIT C

### APPENDIX II TO PART 200---CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City of Sumner under federal award(s) are subject to the following provisions, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C)** Equal Employment Opportunity. Pursuant to applicable federal law, federal regulations and/ or a final and binding Presidential Executive Order 11473, all federally funded construction project contractors shall ensure compliance with federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the following language is hereby incorporated into the contract as if fully set forth therein:

Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the following provisions (29 CFR, Subtitle A Part 5, Subpart A, § 5.5, subsections (a)(1)

- (a)(10)) shall apply:
  - (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ( 29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the

contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out

accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less

than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws

approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis- Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(E)** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F)** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G)** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.

1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H)** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**(I)** Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(J)** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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**SUBJECT:** Resolution No. 1757 - PSE Grant Acceptance for WWTF Biosolids

**CATEGORY:** Resolution

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**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

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**ATTACHMENTS:**

1. Resolution No. 1757
- 

**STAFF CONTACT:** Courtney Oades, Assistant Engineering Manager

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**SUMMARY BACKGROUND:**

The City of Sumner was awarded a conservation grant from Puget Sound Energy (PSE) for conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.

This grant provides \$731,314.00 towards the improvements of the new Rotary Thickener and new Sudge Dryer with Biogas Heating. Acceptance of the grant requires the City to enter into a grant agreement.

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|                                                                       |
|-----------------------------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Public Works Committee</p> |
|-----------------------------------------------------------------------|

|                                                     |
|-----------------------------------------------------|
| <p><b>MEETING/STUDY SESSION DATE:</b> 8/18/2026</p> |
|-----------------------------------------------------|

|                                                 |
|-------------------------------------------------|
| <p><b>COMMITTEE RECOMMENDATION:</b> Do Pass</p> |
|-------------------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

A motion approving the acceptance of \$731,314.00 in grant funds from Puget Sound Energy (PSE) for use in the WWTF Biosolids Modernization project (CIP 21-17), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

**RESOLUTION NO. 1757  
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING GRANT  
FROM PUGET SOUND ENERGY**

**WHEREAS**, under PSE’s Electric Schedule 250, Gas Schedule 250, Electric Schedule 83, and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, “Tariffs”), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE; and

**WHEREAS**, to help accomplish and fund the WWTF Biosolids Modernization Project, the City of Sumner applied for the Puget Sound Energy Conservation Grant; and

**WHEREAS**, on July 17<sup>th</sup>, 2026, the City applied for and received funding in an amount of \$731,314.00; and

**WHEREAS**, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

**WHEREAS**, it is in the City’s interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

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

**Section 1.** That the City Council of the City of Sumner, Washington, does hereby accept the Puget Sound Energy grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

**Section 3.** The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

**Section 4. Effective Date.** This resolution shall take effect and be in full force immediately upon passage by the City Council.

**ADOPTED AND APPROVED** this 8th day of September, 2026.

---

Mayor Carla S. Bowman

Attest:

\_\_\_\_\_  
Michelle Converse, CMC, City Clerk

Approved as to form:

\_\_\_\_\_  
Andrea J. Marquez, City Attorney

## CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this 17th day of July, 2026, by and between **PUGET SOUND ENERGY** (“PSE”) and **CITY OF SUMNER** (“Participant”).

### RECITALS

- A. Under PSE’s Electric Schedule 250, Gas Schedule 250, Electric Schedule 83, and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, “Tariffs”), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement conservation or strategic energy management measures and is requesting a grant from PSE.

### AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS: 13114 63RD ST E SUMNER WA 98390 - CITY OF SUMNER WWTP BIOSOLIDS MODERNIZATION PROJECT** *(Please note: meter location/address may differ from the site mailing address)*. Participant will install or implement the conservation or strategic energy management measures listed in paragraph 2 (“Conservation or Strategic Energy Management Measures”) at the above located facilities (the “Premises”). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Conservation or Strategic Energy Management Measures.** Participant represents either a) that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the “Contractor”) for the purchase and installation or implementation at the Premises of the Conservation measures or b) that it will implement Strategic Energy Management measures at the Premises, which may be detailed in **Attachment C: Attachment to Conservation Grant**. Participant represents that the total cost of the Conservation or Strategic Energy Management Measures is the net amount of its obligation with respect thereto.

|    | Conservation or Strategic Energy Management Measures | Measure Life | Total Cost <sup>1</sup> | Eligible Grant <sup>2</sup> |
|----|------------------------------------------------------|--------------|-------------------------|-----------------------------|
| 1. | Process - Modification - Custom                      | 15           | \$342,500.00            | \$87,962.00                 |
| 2. | Process - Modification - Custom                      | 15           | \$1,511,160.00          | \$643,352.00                |
|    | <b>TOTAL (includes sales tax)</b>                    |              | <b>\$1,853,660.00</b>   | <b>\$731,314.00</b>         |

<sup>1</sup> Total cost with respect to Section 2(b) is the sum of electric and gas measure costs and is for PSE internal reference only and is an assumed amount of committed resources to implement Strategic Energy Management

measures based on portfolio size. The costs listed in this column do not impact Participant's eligibility for receiving grant(s) under this agreement.

<sup>2</sup> The grant amount may be reduced at PSE's sole discretion in the event of project cost reductions or additional energy savings benefiting Participant. See Section 3.

3. **Grant.** Upon the execution by both parties and PSE's receipt of this Conservation Grant Agreement within **90 days** of the agreement date, PSE agrees to grant the Participant, after installation or implementation by Participant of the Conservation or Strategic Energy Management Measures, an amount equal to the Eligible Conservation Grant. The parties agree that the Conservation or Strategic Energy Management Measures must be installed or implemented and the Grant paid within **36 months** of the signing of this Conservation Grant Agreement. If for any reason the installed cost of the Conservation or Strategic Energy Management Measures is less than the amount shown above and on Attachment C, PSE may decrease pro rata the amount of the Grant. In the event Participant's energy usage benefits from other PSE-sponsored energy efficiency programs the Grant paid to Participant may, at PSE's sole discretion, be reduced to reflect such benefits. Participant shall be responsible for paying any amount in excess of the amount of the Grant.
4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation or Strategic Energy Management Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation or Strategic Energy Management Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION OR STRATEGIC ENERGY MANAGEMENT MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OR IMPLEMENTATION OF THE CONSERVATION OR STRATEGIC ENERGY MANAGEMENT MEASURES, OR (C) THE INSTALLATION OR IMPLEMENTATION OF THE CONSERVATION OR STRATEGIC ENERGY MANAGEMENT MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation or Strategic Energy Management Measures installed; (2) reasonable access to and inspection of the Facility and Conservation or Strategic Energy Management Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Conservation or Strategic Energy Management Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation or Strategic Energy Management Measures, (b) any materials and labor required for or used in the installation or implementation of the Conservation or Strategic Energy Management Measures, (c) the installation or implementation of the Conservation or Strategic Energy Management Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which Conservation or Strategic Energy Management Measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular Conservation or Strategic Energy Management Measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation or Strategic Energy Management Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s)

to the total Measure Life of such Conservation or Strategic Energy Management Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation or Strategic Energy Management Measure(s).

9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:

<https://www.pse.com/en/pages/rates/electric-tariffs-and-rules>

10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation or Strategic Energy Management Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.

**PUGET SOUND ENERGY**

**PARTICIPANT**  
**CITY OF SUMNER**

By: Leslie D. Wright

By: \_\_\_\_\_

Name: Leslie Wright

Print Name: \_\_\_\_\_

Title: Mgr. Business Energy Management

Title: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_

By: Gilbert Archuleta

Name: Gilbert Archuleta

Title: Director, Customer Energy Management

## **ATTACHMENT C TO CONSERVATION GRANT**

*Conservation Measure(s) shall consist of the following:*

This report identifies two energy efficiency measures (EEMs) that reduced energy use.

EEM 1 New Rotary Thickener and EEM 2 New Sludge Dryer with Biogas Heating are brief descriptions of the measures and the reason for their inclusion as part of this upgrade project.

EEM 1 : New Rotary Thickener: The new rotary screen thickener will operate with less electrical power than the existing dissolved air flotation thickener (DAFT) for the same level of thickening. The main reduction is from eliminating the need for the 50 hp recirculation pump and the 5 hp air compressor. Overall, the expected reduction will be 86% (195,470 kWh/yr) compared to the existing DAFT.

EEM 2: New Sludge Dryer with Biogas Heating: The new dryer has more effective heat distribution than the existing dryer and is operated more continuously than the existing dryer that required more frequent start-up heating. This change alone is expected to reduce heat demand by 20%. For the new dryer, the existing thermal fluid heater fired by N.Gas will be retained and a second heater will be added for utilizing the biogas. Equipment to remove moisture and hydrogen sulfide will be added to allow biogas utilization. Overall, operating the new dryer with biogas utilization will reduce N.Gas use by 94% (80,419 therms/yr) compared to the existing dryer operation, that N.Gas will be greatly reduced - replaced by biogas - but more electricity will be required.

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- ☒ Completed Request for Taxpayer I.D. Number ("W-9").
- ☒ Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
- ☐ Other (specify):

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## **ATTACHMENT C TO CONSERVATION GRANT**

*Conservation Measure(s) shall be verified as follows prior to Grant payment:*

After EEMs have been installed and are online and operating in a steady state manner, it is necessary to provide measurement and verification (M&V) of each installed measure. Measurement and verification will document the actual energy savings achieved by each EEM and actual implementation cost. Photos should be taken of the following:

1. The thickener and its conveyors
2. The dryer and its conveyors
3. The thermal fluid pump
4. The thermal fluid heaters (including combustion/extraction fans)

Spot checks of the following:

1. Daily gas meter volumes:
  - a. Utility N.Gas supply
  - b. Dryer N.Gas and biogas
  - c. Boiler biogas
  - d. Flare biogas
2. Digester biogas production

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.

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**SUBJECT:** Valley Ave Water System Improvements Partial Acquisition - Gray

**CATEGORY:** Consent

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**BUDGET IMPACT:**

Expenditure Required: \$2,100.00

Within Budget Allocation: Yes

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**ATTACHMENTS:**

1. Acquisition Docs-Gray

**STAFF CONTACT:** Andrew Leach, Senior Associate City Engineer

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**SUMMARY BACKGROUND:**

This project provides for the improvement of the City's existing water system on Valley Ave and SR 162, including installation of a 12-inch water main and casings, the abandonment of existing small-diameter water main, the relocation and re-connection of existing water meters and services, and the removal and replacement of three fire hydrant assemblies. Additional work includes improvements to the existing stormwater system and construction of two ADA-compliant curb ramps.

As part of the project, the City is required to perform a right of way acquisition from Katie Gray. These documents are to approve the acquisition from the property owner, including one small portion of fee simple property from parcel 4085000110. The total cost of this acquisition is \$2,100.00 to compensate Katie Gray. This acquisition was thoroughly negotiated, and the compensation is reasonable and prudent.

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|                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Public Works Committee</p> <p><b>MEETING/STUDY SESSION DATE:</b> 8/18/2026</p> <p><b>COMMITTEE RECOMMENDATION:</b> Do Pass</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

A motion approving the acquisition of the Katie Gray property for a total amount of \$2,100.00 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

# REAL PROPERTY VOUCHER

|                                                                                                                           |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
|---------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------------------------------------------|
| AGENCY NAME<br><br><b>City of Sumner</b><br>1104 Maple Street<br>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. |                                                                                        |                                               |
| GRANTOR OR CLAIMANT (NAME, ADDRESS)<br><b>Katie H. Gray</b><br>1936 Gary St.<br>Sumner, WA 98390                          |  | TIN/SSN:<br><br>                                                                                                                                                                                                                  | SIGNATURE (IN INK) FOR EACH CLAIMANT<br>X <i>Katie H. Gray</i><br><b>Katie H. Gray</b> | DATED<br>7/28/26                              |
| PROJECT NO. AND TITLE<br><b>T2513 Main St. &amp; Gary St.</b>                                                             |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| FEDERAL AID NO.<br><br>                                                                                                   |  | PARCEL NO.<br><b>4085000110</b>                                                                                                                                                                                                   |                                                                                        |                                               |
| In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: |  | DATED                                                                                                                                                                                                                             |                                                                                        | \$ AMOUNT                                     |
| <b>Warranty Deed</b>                                                                                                      |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| <b>LAND:</b>                                                                                                              |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| <b>Warranty Deed 22 SF</b>                                                                                                |  |                                                                                                                                                                                                                                   |                                                                                        | + \$600.00                                    |
| <b>IMPROVEMENTS:</b>                                                                                                      |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| <b>Landscaping &amp; Fencing</b>                                                                                          |  |                                                                                                                                                                                                                                   |                                                                                        | + \$1,500.00                                  |
| <b>DAMAGES:</b>                                                                                                           |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| Cost to Cure                                                                                                              |  |                                                                                                                                                                                                                                   |                                                                                        | +                                             |
| Proximity                                                                                                                 |  |                                                                                                                                                                                                                                   |                                                                                        | +                                             |
| Other                                                                                                                     |  |                                                                                                                                                                                                                                   |                                                                                        | +                                             |
| <b>SPECIAL BENEFITS</b>                                                                                                   |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
|                                                                                                                           |  |                                                                                                                                                                                                                                   |                                                                                        | \$2,100.00                                    |
| <b>JC (Just Compensation) Amount</b>                                                                                      |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| <b>REMAINDER:</b>                                                                                                         |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| Uneconomic Remnant                                                                                                        |  |                                                                                                                                                                                                                                   |                                                                                        | +                                             |
| Excess Acquisition                                                                                                        |  |                                                                                                                                                                                                                                   |                                                                                        | +                                             |
| Amount Previously Paid                                                                                                    |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| Performance Bond                                                                                                          |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| Salvage Amount                                                                                                            |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| Pre Paid Rent                                                                                                             |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| Other                                                                                                                     |  |                                                                                                                                                                                                                                   |                                                                                        |                                               |
| <b>ADMINISTRATIVE SETTLEMENT</b>                                                                                          |  |                                                                                                                                                                                                                                   |                                                                                        | +                                             |
| <b>STATUTORY EVALUATION ALLOWANCE</b>                                                                                     |  |                                                                                                                                                                                                                                   |                                                                                        | +                                             |
| <b>ESCROW FEE</b>                                                                                                         |  |                                                                                                                                                                                                                                   |                                                                                        | +                                             |
| <b>REAL ESTATE EXCISE TAX</b>                                                                                             |  |                                                                                                                                                                                                                                   |                                                                                        | +                                             |
| <b>OTHER:</b>                                                                                                             |  |                                                                                                                                                                                                                                   |                                                                                        | +                                             |
| ACQUISITION AGENT<br><i>Anna Rosak</i><br>AUTHORIZED AGENT FOR AGENCY                                                     |  | DATE<br>7/26/26                                                                                                                                                                                                                   | Voucher No.                                                                            | <b>TOTAL AMOUNT PAID</b><br><b>\$2,100.00</b> |

After recording return document to:

City of Sumner  
1104 Maple Street  
Sumner, WA 98390

**Document Title: Warranty Deed**

**Grantor(s): Katie H. Gray**

**Grantee(s): City of Sumner**

**Legal Description: Lot 11, Mark Gary's First Addition to the City of Sumner**

**Additional Legal Description is on Pages 4 and 5 of Document**

**Assessor's Tax Parcel Number: Ptn. 4085000110**

## **WARRANTY DEED**

### **CITY OF SUMNER VALLEY AVENUE WATER SYSTEM IMPROVEMENTS**

The Grantor, Katie H. Gray, an unmarried person who acquired title as Katie H. Smith, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the City of Sumner, Grantee, the following described real property situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions  
See Exhibit A and Exhibit 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.

## WARRANTY DEED

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.

Date: July 28, 2026

Katie H. Gray  
Katie H. Gray

Accepted and Approved

City of Sumner

By: \_\_\_\_\_

Carla Bowman  
Mayor of the City of Sumner

Date: \_\_\_\_\_

**WARRANTY DEED**

Acknowledgment

STATE OF WASHINGTON )

: ss

County of Pierce )

On this 28<sup>th</sup> day of July, 2026 before me personally appeared Katie H. Gray to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Anna C. Rosenkranz  
Notary Public in and for the State of  
Washington, residing at Lakebay, WA  
My commission expires 5/18/2030

**EXHIBIT A**  
**PARCEL NO. 408500-0110**  
**RIGHT OF WAY ACQUISITION**

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

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTH MARGIN OF GARY STREET AND THE WEST MARGIN OF VALLEY AVENUE;

THENCE SOUTH 00° 59' 37" WEST ALONG SAID WEST MARGIN OF VALLEY AVENUE, 5.86 FEET TO THE TRUE POINT OF BEGINNING;

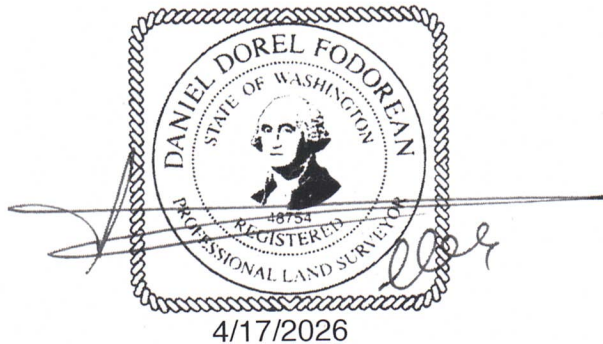
THENCE NORTH 51° 13' 15" WEST, 9.55 FEET TO SAID SOUTH MARGIN OF GARY STREET AND THE TERMINUS OF SAID LINE DESCRIPTION.

CONTAINING 22 SQUARE FEET, MORE OR LESS.

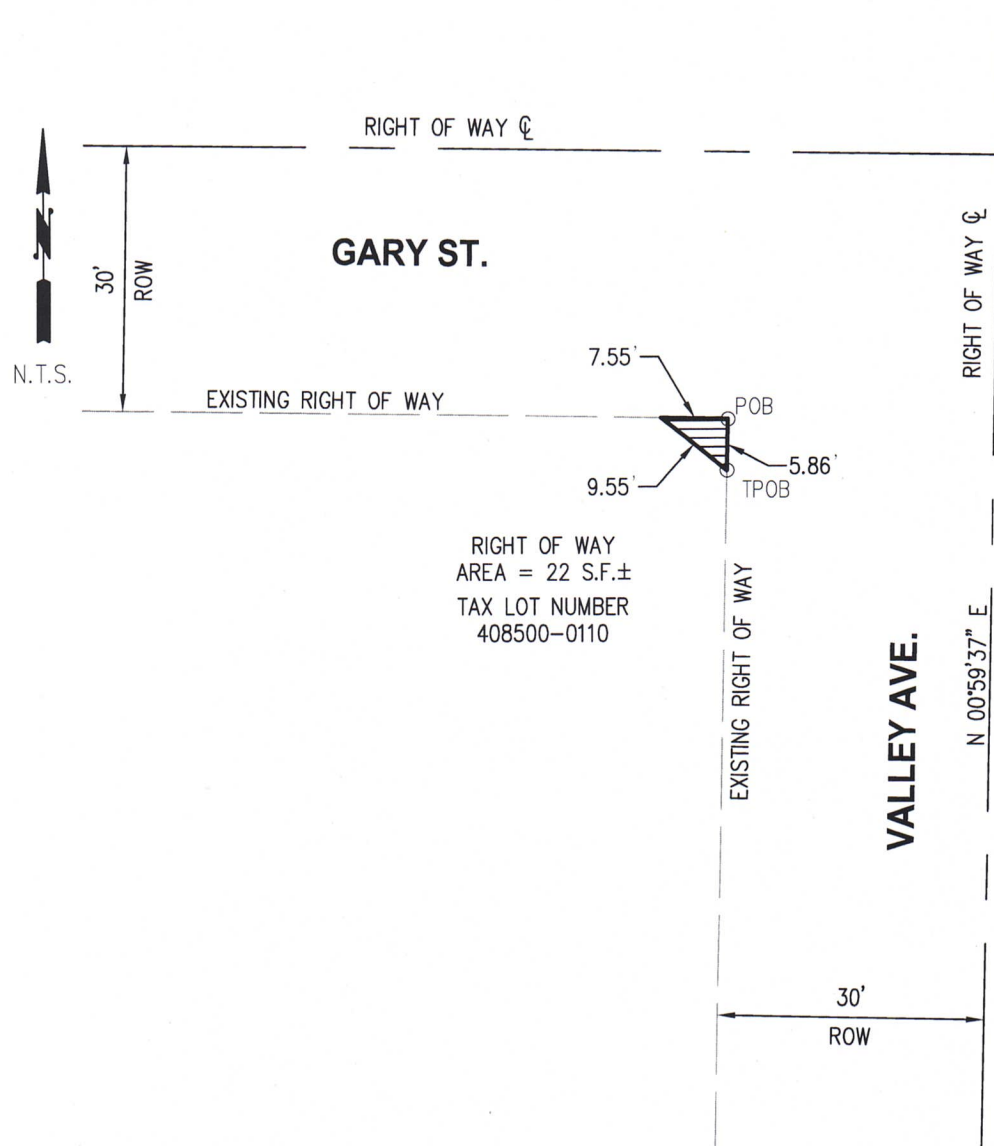
PARCEL "A":

(PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 252168-TC, DATED JUNE 20, 2025)

LOT 11, OF MARK GARY'S FIRST ADDITION TO THE CITY OF SUMNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, AT PAGE 34, IN PIERCE COUNTY, WASHINGTON.



NE 1/4, SEC. 25, T. 20 N., R. 4 E., W.M.



DATE: 04/17/2026

FILE: 408500-0110 ROW.DWG

**P S O M A S**

EXHIBIT B  
PARCEL 408500-0110  
RIGHT OF WAY ACQUISITION

---

**SUBJECT:** Valley Ave Water System Improvements Partial Acquisition - Daley

**CATEGORY:** Consent

---

**BUDGET IMPACT:**

Expenditure Required: \$1,350.00

Within Budget Allocation: Yes

---

**ATTACHMENTS:**

1. Acquisition Docs-Daley
- 

**STAFF CONTACT:** Andrew Leach, Senior Associate City Engineer

---

**SUMMARY BACKGROUND:**

This project provides for the improvement of the City's existing water system on Valley Ave and SR 162, including installation of a 12-inch water main and casings, the abandonment of existing small-diameter water main, the relocation and re-connection of existing water meters and services, and the removal and replacement of three fire hydrant assemblies. Additional work includes improvements to the existing stormwater system and construction of two ADA-compliant curb ramps.

As part of the project, the City is required to perform a right of way acquisition from Lorie Daley. These documents are to approve the acquisition from the property owner, including one small portion of fee simple property from parcel 420251093. The total cost of this acquisition is \$1,350.00 to compensate Lorie Daley. This acquisition was thoroughly negotiated, and the compensation is reasonable and prudent.

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|                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Public Works Committee</p> <p><b>MEETING/STUDY SESSION DATE:</b> 8/18/2026</p> <p><b>COMMITTEE RECOMMENDATION:</b> Do Pass</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

A motion approving the acquisition of the Lorie Daley property for a total amount of \$1,350.00 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

# REAL PROPERTY VOUCHER

|                                                                                                                           |                   |                                                                                                                                                                                                                                   |                          |
|---------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>AGENCY NAME</b><br><br><b>City of Sumner</b><br>1104 Maple Street<br>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. |                          |
|                                                                                                                           |                   | <b>SIGNATURE (IN INK) FOR EACH CLAIMANT</b>                                                                                                                                                                                       | <b>DATED</b>             |
|                                                                                                                           |                   | <i>Lorie A. Daley</i><br><b>Lorie A. Daley</b>                                                                                                                                                                                    | 8/3/26                   |
| <b>GRANTOR OR CLAIMANT (NAME, ADDRESS)</b>                                                                                | <b>TIN/SSN:</b>   |                                                                                                                                                                                                                                   |                          |
| Lorie A. Daley<br>1933 Gary St.<br>Sumner, WA 98390                                                                       |                   |                                                                                                                                                                                                                                   |                          |
| <b>PROJECT NO. AND TITLE</b>                                                                                              |                   |                                                                                                                                                                                                                                   |                          |
| T2513 Main St. & Gary St.                                                                                                 |                   |                                                                                                                                                                                                                                   |                          |
| <b>FEDERAL AID NO.</b>                                                                                                    | <b>PARCEL NO.</b> |                                                                                                                                                                                                                                   |                          |
|                                                                                                                           | 420251093         |                                                                                                                                                                                                                                   |                          |
| In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: |                   | <b>DATED</b>                                                                                                                                                                                                                      | <b>\$ AMOUNT</b>         |
| <b>Warranty Deed</b>                                                                                                      |                   |                                                                                                                                                                                                                                   |                          |
| <b>LAND:</b>                                                                                                              |                   |                                                                                                                                                                                                                                   |                          |
| Warranty Deed 19 SF                                                                                                       |                   | +                                                                                                                                                                                                                                 | \$550.00                 |
| <b>IMPROVEMENTS:</b>                                                                                                      |                   |                                                                                                                                                                                                                                   |                          |
| Chain Link Fence and Grass Lawn                                                                                           |                   | +                                                                                                                                                                                                                                 | \$800.00                 |
| <b>DAMAGES:</b>                                                                                                           |                   |                                                                                                                                                                                                                                   |                          |
| Cost to Cure                                                                                                              |                   | +                                                                                                                                                                                                                                 |                          |
| Proximity                                                                                                                 |                   | +                                                                                                                                                                                                                                 |                          |
| Other                                                                                                                     |                   | +                                                                                                                                                                                                                                 |                          |
| <b>SPECIAL BENEFITS</b>                                                                                                   |                   |                                                                                                                                                                                                                                   |                          |
| <b>JC (Just Compensation) Amount (Rounded)</b>                                                                            |                   |                                                                                                                                                                                                                                   | <b>\$1,350.00</b>        |
| <b>REMAINDER:</b>                                                                                                         |                   |                                                                                                                                                                                                                                   |                          |
| Uneconomic Remnant                                                                                                        |                   | +                                                                                                                                                                                                                                 |                          |
| Excess Acquisition                                                                                                        |                   | +                                                                                                                                                                                                                                 |                          |
| Amount Previously Paid                                                                                                    |                   |                                                                                                                                                                                                                                   |                          |
| Performance Bond                                                                                                          |                   |                                                                                                                                                                                                                                   |                          |
| Salvage Amount                                                                                                            |                   |                                                                                                                                                                                                                                   |                          |
| Pre Paid Rent                                                                                                             |                   |                                                                                                                                                                                                                                   |                          |
| Other                                                                                                                     |                   |                                                                                                                                                                                                                                   |                          |
| <b>ADMINISTRATIVE SETTLEMENT</b>                                                                                          |                   | +                                                                                                                                                                                                                                 |                          |
| <b>STATUTORY EVALUATION ALLOWANCE</b>                                                                                     |                   | +                                                                                                                                                                                                                                 |                          |
| <b>ESCROW FEE</b>                                                                                                         |                   | +                                                                                                                                                                                                                                 |                          |
| <b>REAL ESTATE EXCISE TAX</b>                                                                                             |                   | +                                                                                                                                                                                                                                 |                          |
| <b>OTHER:</b>                                                                                                             |                   |                                                                                                                                                                                                                                   |                          |
|                                                                                                                           |                   | +                                                                                                                                                                                                                                 |                          |
| <b>ACQUISITION AGENT</b>                                                                                                  | <b>DATE</b>       | <b>Voucher No.</b>                                                                                                                                                                                                                | <b>TOTAL AMOUNT PAID</b> |
| <i>Anna Chen</i>                                                                                                          | 8/3/26            |                                                                                                                                                                                                                                   | <b>\$1,350.00</b>        |
| <b>AUTHORIZED AGENT FOR AGENCY</b>                                                                                        | <b>DATE</b>       |                                                                                                                                                                                                                                   |                          |
|                                                                                                                           |                   |                                                                                                                                                                                                                                   |                          |

After recording return document to:

City of Sumner  
1104 Maple Street  
Sumner, WA 98390

**Document Title: Warranty Deed**

**Grantor(s): Lorie A. Daley**

**Grantee(s): City of Sumner**

**Legal Description: Portion of the Southeast quarter of the Northeast quarter of Section 25, Township 20 North, Range 4 East, W.M.**

**Additional Legal Description is on Pages 4 and 5 of Document**

**Assessor's Tax Parcel Number: Ptn. 0420251093**

## **WARRANTY DEED**

### **CITY OF SUMNER VALLEY AVENUE WATER SYSTEM IMPROVEMENTS**

The Grantor, Lorie A. Daley, an unmarried person as a separate estate, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the City of Sumner, Grantee, the following described real property situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions  
See Exhibit A and Exhibit 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.

## WARRANTY DEED

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.

Date: August 3rd, 2026

Lorie A. Daley  
Lorie A. Daley

Accepted and Approved

City of Sumner

By: \_\_\_\_\_

Carla Bowman

Mayor of the City of Sumner

Date: \_\_\_\_\_

**WARRANTY DEED**

Acknowledgment

STATE OF WASHINGTON )

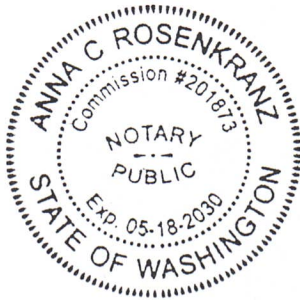
: ss

County of Pierce )

On this 3rd day of August, 2026 before me personally appeared Lorie A. Daley to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Anna C. Rosenkranz  
Notary Public in and for the State of  
Washington, residing at Lakebay, WA

My commission expires 5/18/2030

**EXHIBIT A**  
**PARCEL NO. 042025-1093**  
**RIGHT OF WAY ACQUISITION**

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

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE WEST MARGIN OF VALLEY AVENUE;

THENCE SOUTH 00° 59' 37" WEST ALONG SAID WEST MARGIN, 81.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTER BEARS NORTH 89° 00' 23" WEST, 18.00 FEET, AN ARC DISTANCE OF 28.26 FEET TO THE NORTH MARGIN OF GARY STREET AND THE TERMINUS OF SAID LINE DESCRIPTION.

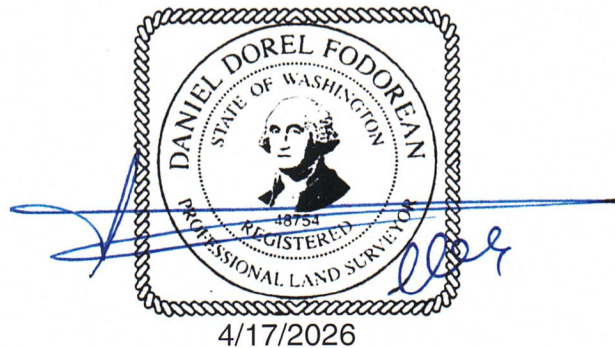
CONTAINING 19 SQUARE FEET, MORE OR LESS.

PARCEL "A":

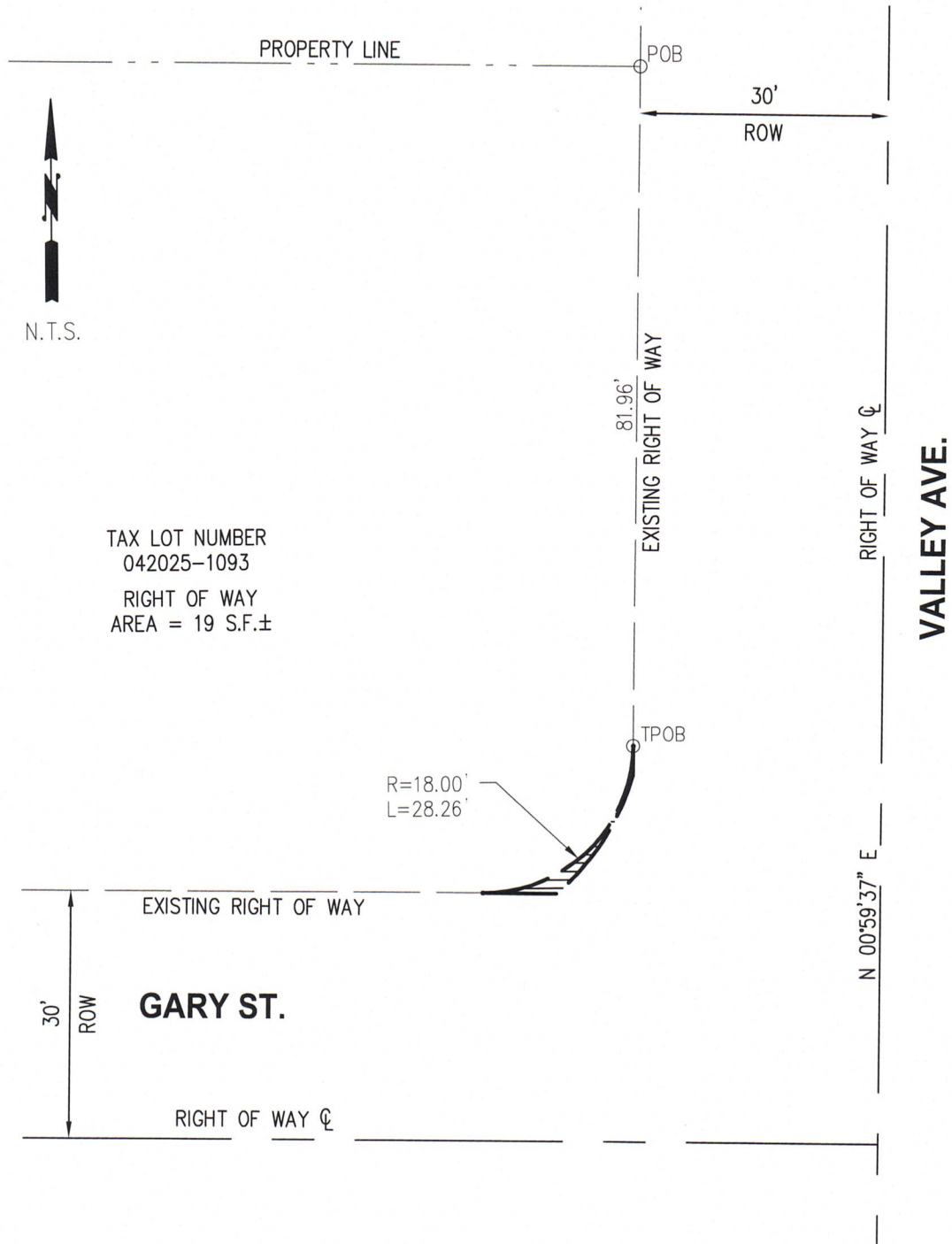
(PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 252167-TC, DATED JUNE 20, 2025)

THAT PORTION OF THE A.H. WOOLERY DONATION LAND CLAIM DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON;

THENCE SOUTH 00°41' EAST ALONG THE EAST LINE OF SAID SECTION, 1470.66 FEET;  
THENCE SOUTH 89°15'30" WEST 30 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 89°15'30" WEST 120 FEET;  
THENCE SOUTH 00°41' EAST TO THE NORTH LINE OF GARY STREET;  
THENCE NORTH 89°15'30" EAST ALONG SAID NORTHERLY LINE OF GARY STREET 120 FEET TO A POINT SOUTH 89°15'30" WEST 30 FEET FROM SAID EAST LINE OF SECTION;  
THENCE NORTH 0°41' WEST 179.23 FEET TO THE TRUE POINT OF BEGINNING;  
EXCEPT THE NORTH 79.29 FEET THEREOF;  
ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SUMNER BY QUIT CLAIM DEED RECORDED JULY 9, 1997 UNDER RECORDING NUMBER 9707090128, RECORDS OF PIERCE COUNTY AUDITOR.



NE 1/4, SEC. 25, T. 20 N., R. 4 E., W.M.



DATE: 04/17/2026

FILE: 042025-1093 ROW.DWG

**PSOMAS**

EXHIBIT B  
PARCEL 042025-1093  
RIGHT OF WAY ACQUISITION

| 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 Progress                                                                         |
| 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   | Complete                                                                                         |
| 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 | Material Testing to happen first                                                                 |
| Facilities           | TBD            | City Hall Restrooms                                       |          |         |         |         |         |         |         |         |         |           | \$               | 290,000.00    | \$          | 290,000.00         | D. McCarty | Construction in Progress                                                                         |
| Facilities           | TBD            | Senior Center Partitions & Flooring                       |          | C       | O       | M       | P       | L       | E       | T       | E       |           | \$               | 240,000.00    | \$          | 240,000.00         | D. McCarty | Complete                                                                                         |
| Parks/Trails/        | 14-01          | Fryar Ave Trail                                           |          |         |         |         |         |         |         |         |         |           | \$               | 4,006,000.00  | \$          | 5,416,000.00       | A. Leach   | ROW, Permitting, and Design in process.                                                          |
| Parks/Trails/        | 14-10          | White River Restoration Phase 3: Trail                    |          |         |         |         |         |         |         |         |         |           | \$               | 3,000,000.00  |             |                    | R. Wright  | 24th Bridge retrofit @ 30% Design. Expected Completion Date:                                     |
| 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 | In Progress                                                                                      |
| 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                        |          | C       | O       | M       | P       | L       | E       | T       | E       |           | \$               | 3,965,527.00  | \$          | 5,780,527.00       | D. McCarty | Phase 2 complete and in closeout<br>Heritage Park Phase 3 & 4 construction is unfunded.          |
| 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 2027.                                                      |
| Sewer                | 21-17          | WWTF Biosolids Modernization                              |          |         |         |         |         |         |         |         |         |           | \$               | 18,500,000.00 | \$          | 28,500,000.00      | C. Oades   | Construction began in June. Expected Completion: 2028.                                           |
| 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 | 8 houses complete                                                                                |
| Sewer                | T-25-08        | WWTF VFD Replacement                                      |          |         |         |         |         |         |         |         |         |           | \$               | 517,000.00    | \$          | 517,000.00         | D. McCarty | 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 gate. LS 10 pump replacement. |
| Sewer                | TBD            | WWTF Aeration Basins                                      |          |         |         |         |         |         |         |         |         |           | \$               | 532,000.00    | \$          | 532,000.00         | C. Oades   | Included in Biosolids Modernization                                                              |
| Sewer                | TBD            | WWTF Biosolids                                            |          |         |         |         |         |         |         |         |         |           | \$               | 415,000.00    | \$          | 415,000.00         | C. Oades   | Included in Biosolids Modernization                                                              |
| Sewer                | TBD            | WWTF Clarifiers                                           |          |         |         |         |         |         |         |         |         |           | \$               | 100,000.00    | \$          | 100,000.00         | C. Oades   | 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. Oades   | Included in Biosolids Modernization                                                              |
| Sewer                | TBD            | WWTF UV System Replacement                                |          |         |         |         |         |         |         |         |         |           | \$               | 1,648,000.00  | \$          | 1,648,000.00       | C. Oades   | Included in Biosolids Modernization                                                              |
| Storm                | 13-11          | 64th St E Culvert                                         |          |         |         |         |         |         |         |         |         |           | \$               | 10,000.00     |             |                    | C. Oades   | 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                      |

| PRIMARY PROJECT TYPE | PROJECT NUMBER | PROJECT NAME                                                | PRE-2025 | 2025    |            |         |         |            |            |         |         | POST-2026 | 2025-2026 BUDGET     |               | FULL BUDGET | PROJECT MANAGER(S) | NOTES                                    |                                                                                                                         |
|----------------------|----------------|-------------------------------------------------------------|----------|---------|------------|---------|---------|------------|------------|---------|---------|-----------|----------------------|---------------|-------------|--------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
|                      |                |                                                             |          | 2025 Q1 | 2025 Q2    | 2025 Q3 | 2025 Q4 | 2026 Q1    | 2026 Q2    | 2026 Q3 | 2026 Q4 |           |                      |               |             |                    |                                          |                                                                                                                         |
| Storm                | 21-21          | 63rd St Ct E Storm Drainage                                 |          |         |            |         |         | SUSPENSION |            |         |         |           | \$                   | 638,000.00    | \$          | 638,000.00         | C. Oades                                 | Expected Completion Date: Summer 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.                                             |
| 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. Oades                                 | Design & Environmental permitting in process. ROW funded for 2028. Construction unfunded. Expected Completion Date: TBD |
| 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. Oades                                 | 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            |          |         | SUSPENSION |         |         |            |            |         |         |           | \$                   | 888,000.00    | \$          | 1,073,000.00       | C. Oades                                 | Expected Completion Date: Fall 2026                                                                                     |
| Streets              | 22-07          | Valley Ave: SR-410 to Elm                                   |          |         |            |         |         |            | SUSPENSION |         |         |           | \$                   | 866,000.00    | \$          | 866,000.00         | C. Oades                                 | Phase 1: SR-410 to Meade McCumber - Final Design in progress. Construction anticipated 2027.                            |
| 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       | C. Oades                                 | In Design. Construction is unfunded.                                                                                    |
| Streets              | 24-04          | Washington St Reconstruction: Wood Ave to McMillan          |          |         |            |         |         |            |            |         |         |           | \$                   | 2,704,000.00  | \$          | 2,818,000.00       | A. O'Haver-Ayala                         | Construction beginning in June 2026.                                                                                    |
| Streets              | 24-07          | Neighborhood Traffic Calming & Intersection Data Collection |          |         |            |         |         |            |            |         |         |           | \$                   | 150,000.00    | \$          | 150,000.00         | T. Le                                    | Planning Study underway.                                                                                                |
| 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. Design 2026. Construction 2027.                             |
| Streets              | 24-09          | Main Street Crossings                                       |          |         |            |         |         |            |            |         |         |           | \$                   | 980,000.00    | \$          | 980,000.00         | C. Oades                                 | 100% Design in progress. Construction in 2027.                                                                          |
| Streets              | 24-11          | Stewart Rd ITS                                              |          |         |            |         |         |            |            |         |         |           | \$                   | 500,000.00    | \$          | 3,500,000.00       | C. Oades                                 | 30% Design in progress. Construction is unfunded.                                                                       |
| Streets              | 25-03          | Helping Homeowners Sidewalk Program                         |          |         |            |         |         |            |            |         |         |           | \$                   | 128,000.00    | \$          | 128,000.00         | C. Oades                                 | Construction underway.                                                                                                  |
| Streets              | 25-03          | Sidewalk Maintenance Program                                |          |         |            |         |         |            |            |         |         |           | \$                   | 84,000.00     | \$          | 84,000.00          | C. Oades                                 | As needed.                                                                                                              |
| Streets              | 25-03          | Street Tree Program                                         |          |         |            |         |         |            |            |         |         |           | \$                   | 500,000.00    | \$          | 500,000.00         | C. Oades                                 | Construction underway.                                                                                                  |
| Streets              | 25-10          | Chip Seal Application                                       |          |         |            |         |         |            |            |         |         |           | \$                   | 500,000.00    | \$          | 500,000.00         | C. Oades                                 | Construction underway.                                                                                                  |
| Streets              | N/A            | ADA Improvements                                            |          |         |            |         |         |            |            |         |         |           | \$                   | 80,000.00     | \$          | 80,000.00          | C. Oades                                 | As needed.                                                                                                              |
| Streets              | N/A            | SR-167 SB HOT Lane                                          |          |         | P          | A       | U       | S          | E          | D       |         |           | WSDOT Project Paused |               | \$          | 350,000,000.00     | N/A                                      | WSDOT-led project. Project Paused for 2-3 State Bienniums.                                                              |
| Streets              | N/A            | SR 167 / I-5 Connection Project                             |          |         |            |         |         |            |            |         |         |           | WSDOT Funded         |               | \$          | 1,000,000,000.00   | N/A                                      | WSDOT-led project                                                                                                       |
| Streets              | N/A            | SR-410 / SR-162 Interchange Improvements                    |          |         | P          | A       | U       | S          | E          | D       |         |           | WSDOT Project Paused |               | \$          | 6,650,000.00       | C. Oades                                 | WSDOT-led project. Relocation needed for City water mains. Project Paused for 3 State Bienniums.                        |
| Streets              | TBD            | Hunt Avenue Reconstruction: Main St to State St             |          |         |            |         |         |            |            |         |         |           | \$                   | 297,000.00    | \$          | 3,000,000.00       | R. Wright                                | Construction is unfunded.                                                                                               |
| Streets              | W25-01         | Crack Seal Application                                      |          | CO      | MP         | LE      | TE      |            |            |         |         |           | \$                   | 161,440.00    | \$          | 161,440.00         | G. Singh                                 | Complete & in Closeout                                                                                                  |
| Streets              | W25-02         | Pavement Repairs                                            |          | CO      | MP         | LE      | TE      |            |            |         |         |           | \$                   | 142,390.00    | \$          | 142,390.00         | G. Singh                                 | Complete & in Closeout                                                                                                  |
| Streets              | W25-03         | Roadway Paint Line Application                              |          | CO      | MP         | LE      | TE      |            |            |         |         |           | \$                   | 82,000.00     | \$          | 82,000.00          | C. Oades                                 | Complete.                                                                                                               |
| Streets              | W25-04         | Roadway Plastic Marking Application                         |          | CO      | MP         | LE      | TE      |            |            |         |         |           | \$                   | 118,000.00    | \$          | 118,000.00         | C. Oades                                 | Procuring contract.                                                                                                     |
| Water                | 19-11          | South Tank Seismic Retrofit                                 |          |         |            |         |         |            |            |         |         |           | \$                   | 950,000.00    | \$          | 3,509,300.00       | A. Leach                                 | Working on closeout Docs                                                                                                |
| 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                                                 |

| 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                                                          |
|----------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------|----------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|-------------------------|-------------------------|--------------------|----------------------------------------------------------------|
|                      |                |                                                                                                                                  |          |         |         |         |         |         |         |         |         |           |                         |                         |                    |                                                                |
| 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              | Construction: Summer 2026                                      |
| 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                                                                                                       |          |         |         |         |         |         |         |         |         |           | <del>\$ 18,000.00</del> | <del>\$ 18,000.00</del> | <del>T. Le</del>   | Cancelled                                                      |
| Water                | TBD            | Dieringer Well Communication                                                                                                     |          |         |         |         |         |         |         |         |         |           | \$ 18,000.00            | \$ 18,000.00            | T. Le              |                                                                |
| 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 contract awarded. Fabrication of ladder underway. |
| 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