



Members: Councilmembers Cindi Hochstatter (chair), Kathy Hayden, Charla Neuman

Staff Liaison: Mike Dahlem, Andrea Marquez, Michael Kosa, Andrew Leach, Jason Van Gilder, Robert Wright, Kelsey White

On June 30th, Governor Inslee issued the “Washington Ready” guidelines, effectively re-opening the State of Washington and removing the Covid-19 restrictions. The City of Sumner looks forward to welcoming members of the public to its meetings in-person, but until further notice will continue to conduct its meetings 100% virtually, using the ZOOM platform. The public is invited to attend using the ZOOM meeting access information below.

Join Zoom Meeting

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

Meeting ID: 871 0196 4344

One tap mobile

+12532158782,,87101964344# US (Tacoma)

COMMITTEE BUSINESS

1. Sumner High School Modernization Project Right of Way Vacation Petition
2. 166th Ave Widening Improvements - Design Agreement Supplement
3. Ordinance 2793: Chapter 10.20 Speed Code Updates
4. PSE Agreements White River Restoration
5. WWTF Dryer Discussion

REPORTS

ADJOURNMENT

SUBJECT: Sumner High School Modernization Project Right of Way Vacation Petition**CATEGORY:** Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. SBLSD SHS MP ROW Vacation Petition w Exhibits
2. SBLSD ROW Vacation Map

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

As part of the Sumner High School Modernization Project, the Sumner-Bonney Lake School District entered into a Development Agreement with the City. The Development Agreement required the SBLSD to petition to vacate three separate sections of right of way within the project footprint, and the City agreed to process the petition consistent with code and state law. On July 15, 2021, the SBLSD submitted the complete petition package. There are three sections of right of way proposed to be vacated: (1) the alley adjacent to Washington Street; (2) the Mason Street Alley; and (3) two strips of Main Street ROW. All are shown in blue on the site map attached. The City does not currently utilize or maintain these areas of right of way, nor are there utilities lying on or beneath that would need to be relocated as part of this process. The City proposes vacating all requested right of way sections free of charge, in consideration of the fact that the City has not incurred costs related thereto. The first step in the vacation process is to adopt a resolution to set a public hearing. After the public hearing is held, Council can render a decision about the vacation at a subsequent regular council meeting.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee**MEETING/STUDY SESSION DATE:** 9/7/2021**COMMITTEE RECOMMENDATION:** Do-Pass**STAFF RECOMMENDATIONS/MOTION:**

Adopt a Resolution setting a public hearing for purposes of hearing from the public regarding the proposed vacations of the Alley adjacent to Washington Street, the Mason Street Alley and the Main Street Right of Way sections.

SUMNER HIGH SCHOOL MODERNIZATION AND EXPANSION: A PHASED MASTER PLAN

ROW VACATION APPLICATION



EXHIBITS TO ROW VACATION APPLICATION/PETITION

Exhibit A	Site Map and Vicinity Map
Exhibit B	School District Property Title Report
Exhibit C	Legal Description of Washington Street Alley to be Vacated
Exhibit C-1	Illustrative Map of Washington Street Alley to be Vacated
Exhibit C-2	Deed to City of Washington Street Alley
Exhibit D	Legal Description of Mason Street Alley to be Vacated
Exhibit D-1	Illustrative Map of Mason Street Alley to be Vacated
Exhibit D-2	Plat of Henton's Addition to the Town of Sumner (Mason Street Alley)
Exhibit E	Legal Description of West Main Street Triangular Area to be Vacated
Exhibit E-1	Illustrative Map of West Main Street Triangular Area to be Vacated
Exhibit F	Legal Description of East Main Street Triangular Area to be Vacated
Exhibit F-1	Illustrative Map of East Main Street Triangular Area to be Vacated

PETITION FOR VACATION OF ALLEYS AND RIGHTS-OF-WAY

SUMNER-BONNEY LAKE SCHOOL DISTRICT SUMNER HIGH SCHOOL, MODERNIZATION AND EXPANSION, A PHASED MASTER PLAN PROJECT

Sumner-Bonney Lake School District No. 320 (the “School District”) respectfully requests that the City of Sumner (the “City”), consistent with the terms and conditions of that certain Development Agreement by and between the City and the School District, approved by the City Council under Ordinance 2782, and effective as of July 14, 2021 (“Development Agreement”), that those certain alleys adjacent to Mason Street and Washington Street and certain triangular-shaped strips of land on Main Street (collectively, the “ROW Vacations”), all of which abut Sumner High School, as described below, be hereby vacated.

The ROW Vacations are a necessary and essential component of the Conditional Use Permit PLN-2021-0012, approved by the City Hearing Examiner on July 14, 2021, to accommodate the construction of the modernization and expansion of Sumner High School, located at 1707 Main Street, as a Master Plan Project. As more particularly described below, the ROW areas have all been used exclusively by the School District for school purposes or by its predecessors-in-title or have never been opened for any public right-of-way purposes.

Attached hereto as ***Exhibit A*** is a Site Map/Vicinity Map (collectively, “Site Map”) depicting each of the following locations of the ROW Vacation Areas. Attached hereto as ***Exhibit B*** is a Title Report issued by Chicago Title Company of Washington evidencing ownership of the adjacent properties by School District.

As set forth under the Development Agreement, the requested ROW Vacations have been recommended by Staff given that the ROW Vacation areas: (i) have been established as in the interest of the public good; (ii) are appropriate and necessary for the proposed modernization and expansion of Sumner High School to serve educational needs of the students and their parents and to provide substantial benefits to the community; (iii) have not been opened for public right-of-way purposes; (iv) there are no public utilities within these ROW areas, and (v) were not paid for by the City.

1. Alley Adjacent to Washington Street.

Attached hereto as ***Exhibit C*** is the complete Legal Description of this strip of land with an Illustrative Map (***Exhibit C-1***) depicting the area (a 20’ strip of land) to be vacated commonly known as the “Washington Street Alley” identified on ***Exhibit A***.

By Deed recorded April 17, 1967 under Pierce County Recording No. 2185617, a copy of which is attached hereto as ***Exhibit C-2***, the School District deeded the entirety of the “Washington Street Alley” to the City of Sumner. However, the Washington Street Alley was never deeded as a “ROW Dedication” nor opened for public right-of-way purposes. The School District continued to use this strip of land as part of its property for a parking lot and a drive aisle serving Sumner High School.

Pursuant to SMC 12.80.070, where a strip of land, in its entirety, as here by the School District), was conveyed to the City by the abutting property owner, “the title to the vacated property shall go to the owner of the parcel from which the right-of-way, or any vacated portion thereof, was dedicated”. Therefore, the “Washington Street Alley” shall be vacated solely to the School District.

2. Mason Street Alley.

Attached hereto as ***Exhibit D*** is the complete Legal Description of this strip of land with an Illustrative Map (***Exhibit D-1***) depicting the area (a 15’ strip of land) to be vacated commonly known as the “Mason Street Alley” located on the south side of Mason Street identified on ***Exhibit A***. Attached hereto as ***Exhibit D-2*** is a copy of the Plat Map of Henton’s Addition to the Town of Sumner establishing that this area was dedicated to the City as part of the Plat, and therefore, the City incurred no fees or charges in obtaining rights to this alley.

The Alley has remained substantially unimproved and served only two parcels of land now owned by the School District.

3. Main Street ROW Vacations.

The School District is requesting vacation of two (2) triangular strips of land located on Main Street along the westerly frontage of Sumner High School (on the north side of Main Street between Meade Avenue and Meeker Avenue), and along the easterly frontage of Sumner High School (on the north side of Main Street between Lewis Avenue and Valley Avenue (west of the “Subway entrance). Neither of these strips of land have been opened for public right-of-way purposes and both strips of land have been and are currently maintained by the School District. In addition, these strips of land have not been incorporated into nor are a part of the travel lanes within Main Street. These strips of land solely abut the School District Property.

West Main Triangular Strip of Land. Attached hereto as ***Exhibit E*** is the complete Legal Description of this strip of land with an Illustrative Map (***Exhibit E-1***) depicting the proposed vacation area commonly identified as the triangular “West Main Street Area” on ***Exhibit A***.

East Main Triangular Strip of Land. Attached hereto as ***Exhibit F*** is the complete Legal Description of this strip of land with an Illustrative Map (***Exhibit F-1***) depicting the proposed vacation area commonly identified as the triangular “East Main Street Area” on ***Exhibit A***.

SUMMARY

Thus, the School District's request for these ROW Vacations satisfy the conditions for ROW vacations as set forth under SMC 12.80.080 and as described under Section 8.5 of the Development Agreement.

PROPERTY OWNER

Applicant

Sumner-Bonney Lake School District No. 320

By: _____

Laurie D. Dent, Ph.D.

Its: Superintendent

Date: _____

7/14/21

Legal Description of adjacent property owned by the School District relating to ROW Vacation

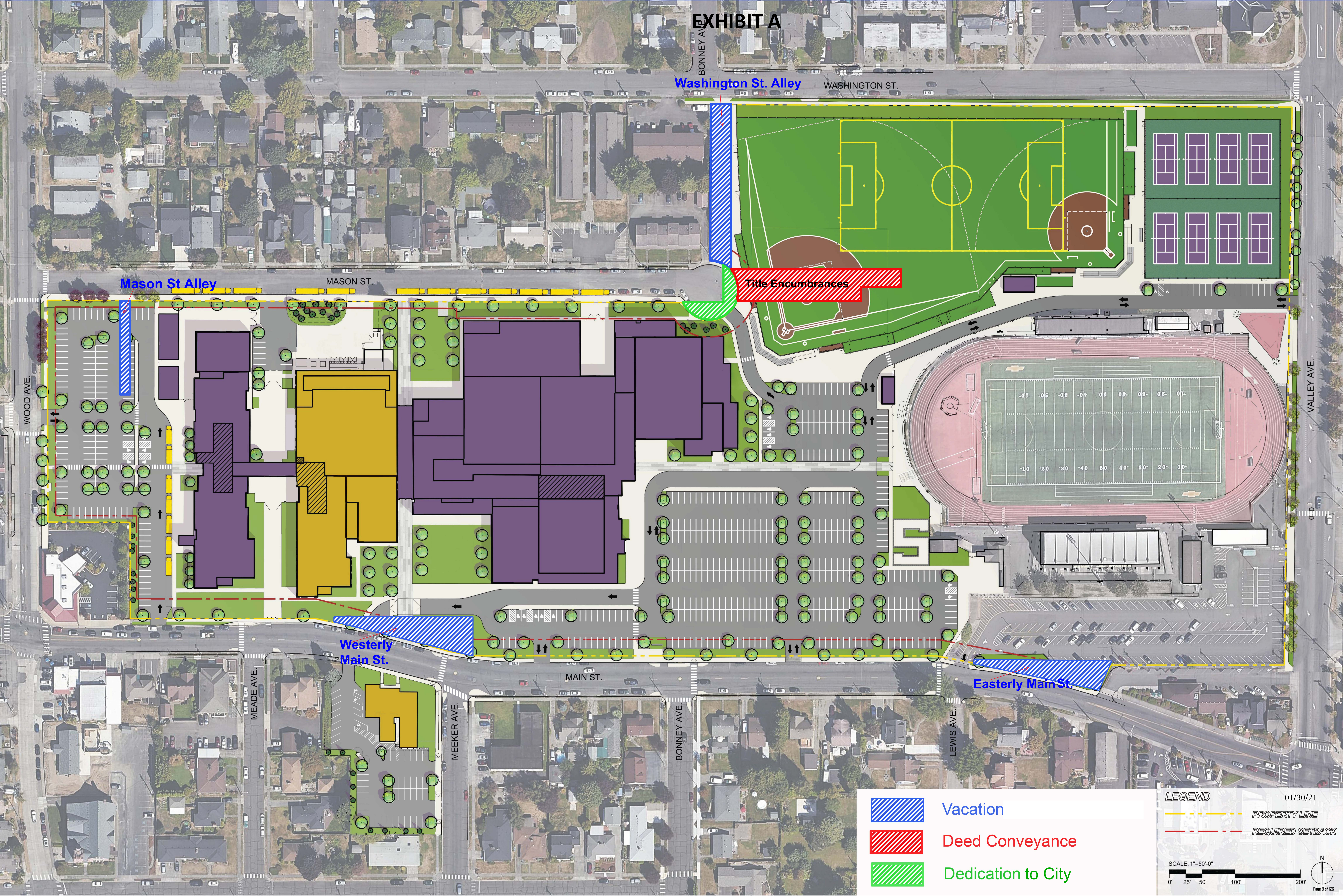
Revised Parcel J, Main Street Plaza Boundary Line Adjustment recorded under Recording No. 9511090682, together with Lot Block 1, Henton's Addition to the Town of Sumner, Pierce County, W.T., according to the Plat thereof recorded in Book 2 of Plats, Page 79.

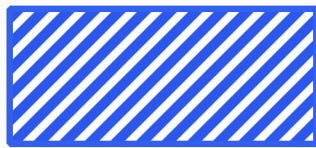
Situate in Pierce County, Washington.

EXHIBIT A

EXHIBIT A

EXHIBIT A



 Vacation

 Deed Conveyance

 Dedication to City

LEGEND

01/30/21

 PROPERTY LINE

 REQUIRED SETBACK

SCALE: 1"=50'-0"

0' 25' 50' 100' 200'

N

Page 8 of 125

EXHIBIT A

VICINITY MAP

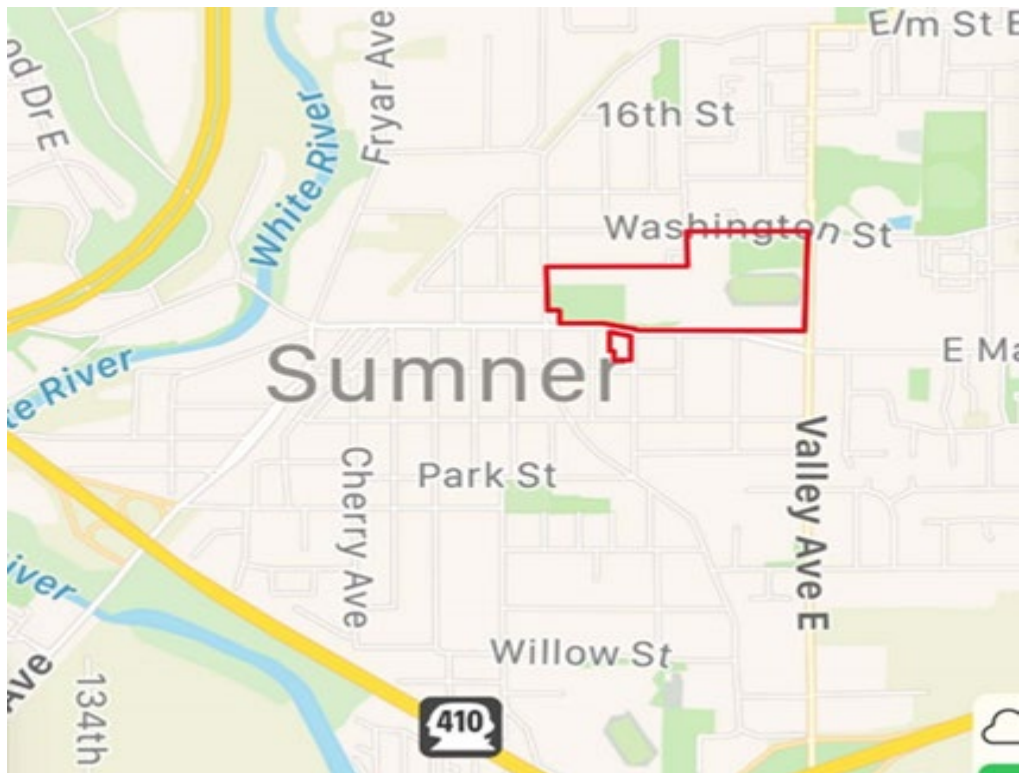


EXHIBIT B

EXHIBIT B

EXHIBIT B

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



Commitment Number:

212074-TC

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

A handwritten signature in black ink, appearing to read "Randy Quirk".

Randy Quirk, President

Countersigned By:

A handwritten signature in black ink, appearing to read "Sara Bennett".

Authorized Officer or Agent
Sara Bennett

Attest:

A handwritten signature in black ink, appearing to read "Marjorie Nemzura".

Marjorie Nemzura, Secretary

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Transaction Identification Data for reference only:

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

Order Number: 212074-TC**SCHEDULE A**

1. Commitment Date: June 2, 2021 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2006 - Extended

Proposed Insured: Sumner-Bonney Lake School District

Proposed Policy Amount: \$101,000.00

Premium: \$ 874.00

Tax: \$ 89.15

Total: \$ 963.15

The above total includes an Extended Surcharge as follows:

Extended Surcharge Premium: \$ 400.00

Extended Surcharge Tax: \$ 40.80

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Sumner-Bonney Lake School District No. 320, a Washington municipal corporation, who also acquired portions of the within described property as Sumner School District No. 320, Sumner - Pierce County School District #320, Consolidated School District #320 and School District No. 320

5. The Land is described as follows:

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

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 042024-4205

PARCEL A: 042024-4205

REVISED PARCEL J, MAIN STREET PLAZA BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 9511090682, IN PIERCE COUNTY, WASHINGTON;

EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PARCEL LYING WITHIN PROPERTY AS CONVEYED TO THE CITY OF SUMNER BY DEED RECORDED UNDER RECORDING NO. 9403110330.

For APN/Parcel ID(s): 444500-0110, 444500-0100, 444500-0090, 444500-0080, 444500-0070, 444500-0060, 444500-0050, 444500-0040, 444500-0030, 444500-0020 and 444500-0010

PARCEL B:

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 1, HENTON'S ADDITION TO THE TOWN OF SUMNER, PIERCE COUNTY, W.T., ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 2 OF PLATS, PAGE 79, RECORDS OF PIERCE COUNTY, WASHINGTON.

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
7. Furnish recording instructions with the documents to be recorded in this transaction. Said instructions must address each requirement made herein, list any endorsements to be issued with the policy and specify the recording order of any documents furnished.

The Company reserves the right to add additional items or make further requirements after review of the requested instructions prior to recording the documents or issuing any requested endorsement.

The Company also reserves the right to charge any applicable additional fees for any endorsement requested.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

8. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Sumner.

CAUTION: Washington has a graduated excise tax rate for sales occurring on or after 1/1/2020 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax to a sale on or after 1/1/2020 for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;
3.00% on any portion of the sales price above \$3,000,000;

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online at <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

9. Any instrument to be executed by Sumner - Bonney Lake School District No. 320 must be in accordance with statute. Satisfactory evidence of authority must be submitted.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

10. A completed owner's affidavit (form to be supplied by the Company) will be required in connection with issuance of the policy(ies) shown in Schedule A.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

11. **TO PROVIDE THE EXTENDED COVERAGE POLICY AND/OR ALTA HOMEOWNER'S POLICY IDENTIFIED IN SCHEDULE A, GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.**

If there have been recent improvements on the property within 90 days prior to closing we will require a signed indemnity agreement and a recent financial statement from each indemnitor.

If construction financing is to be insured, please contact the title officer for requirements.

The Company reserves the right to add additional exceptions or make further requirements after review of the property inspection and requested documentation.

12. The Company will require an ALTA/ACSM LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/ACSM LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

13. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
14. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
15. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

END OF REQUIREMENTS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

- Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note B: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:
- 1707 Main Street
1506 Mason Street
Sumner, WA 98390
- Note C: Note: FOR INFORMATIONAL PURPOSES ONLY:
- The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:
- Lot(s): Rev Parc J Subdivision: BLA 9403110330 AND Lts 1 thru 13, Block 1, incl., Henton's Add Tax Account No.: 042024-4205, 444500-0110, 444500-0100, 444500-0090, 444500-0080, 444500-0070, 444500-0060, 444500-0050, 444500-0040, 444500-0030, 444500-0020 and 444500-0010
- Note D: Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

END OF NOTES

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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SCHEDULE B, PART II
EXCEPTIONS
 (continued)

SPECIAL EXCEPTIONS

THE FOLLOWING PARAGRAPHS 1 THROUGH 8, INCLUSIVE AFFECT PARCEL A

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

Granted to: Puget Sound Power & Light Company
 Purpose: Electric transmission and/or distribution line, together with necessary appurtenances
 Recording Date: January 6, 1931
 Recording No.: 1017146
 Affects: As constructed. The exact location and extent of said easement is not disclosed of record.

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

Granted to: Puget Sound Power & Light Company
 Purpose: Electric transmission and/or distribution line, together with necessary appurtenances
 Recording Date: March 2, 1955
 Recording No.: 1712203
 Affects: Southerly Portion of said premises

3. Rights of the public, if any, to use the following described tract for road or street purposes, as disclosed by instruments recorded under recording numbers 1782177, 1782178 and 1783090:

Beginning at a point 30 feet South and 406.84 feet East of the intersection of the centerline of Mason Street and the East line of Kincaid Donation Land Claim in the Southeast quarter of Section 24, Township 20 North, Range 4 East, W.M.; Thence East 202.16 feet; Thence North 30 feet; Thence East to a point 651.25 feet West of the East line of said Section 24; Thence North 30 feet to the extended North line of Mason Street; Thence West on the North line of Mason Street extended to a point North of the point of beginning; Thence South 60 feet to the point of beginning.

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

Granted to: City of Sumner
 Purpose: Sewer line with necessary appurtenances
 Recording Date: March 27, 1957
 Recording No.: 1783090
 Affects: 6 feet along the Northerly portion of the Westerly line of Said Premises

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SCHEDULE B, PART II
EXCEPTIONS
 (continued)

5. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on survey:

Recording No: 9206120530

6. Seismic Hazard Area Notice, and the terms and conditions thereof:

Recording Date: November 7, 1994

Recording No.: 9411070295

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Boundary Line Adjustment Main Street Plaza:

Recording No: 9511090682

8. Agreement to Maintain Stormwater Facilities and to implement a Pollution Source Control Plan, and the terms and conditions thereof:

Recording Date: March 2, 2010

Recording No.: 201003020051

Reference is hereby made to said document for full particulars.

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

Tax Account No.: 042024-4205

Levy Code: 117

Assessed Value-Land: 17,263,000.00

Assessed Value-Improvements: \$21,453,900.00

Affects: Parcel A

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

10. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2021
 Tax Account No.: 042024-4205
 Levy Code: 117
 Assessed Value-Land: \$17,263,000.00
 Assessed Value-Improvements: \$21,453,900.00

General and Special Taxes:
 Billed: \$15.67
 Paid: \$15.67
 Unpaid: \$0.00
 Affects: Parcel A

THE FOLLOWING PARAGRAPHS 8 THROUGH 12, INCLUSIVE, AFFECT PARCEL B

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

Granted to: Puget Sound Power & Light Company
 Purpose: Electric transmission and/or distribution system
 Recording Date: January 4, 1928
 Recording No.: 884201
 Affects: Lot 5

12. Right to enter said premises to make repairs and the right to cut brush and trees which constitutes a menace or danger to the electric transmission line adjoining said premises, as granted by instrument recorded under recording number 884201.

Affects: Lot 6

13. Title Notification and the terms and conditions thereof:

Recording Date: December 4, 1992
 Recording No.: 9212040366
 Regarding: Aquifer recharge area
 Affects: Lot 9 of Parcel B

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SCHEDULE B, PART II
EXCEPTIONS
 (continued)

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

Tax Account No.: 444500-0110, 444500-0100, 444500-0090, 444500-0080, 444500-0070,
 444500-0060, 444500-0050, 444500-0040, 444500-0030, 444500-0020 and 444500-0010
 Levy Code: 117
 Assessed Value-Land: \$112,000.00, 135,600.00, 112,200.00, 112,200.00, 126,000.00, 112,200.00,
 112,400.00, 112,200.00, 112,200.00, 124,700.00 and 103,200.00
 Assessed Value-Improvements: \$0.00

Affects: Parcel B

15. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2021
 Tax Account No.: 444500-0110, 444500-0100, 444500-0090, 444500-0080, 444500-0070,
 444500-0060, 444500-0050, 444500-0040, 444500-0030, 444500-0020 and 444500-0010
 Levy Code: 117
 Assessed Value-Land: \$112,000.00, 135,600.00, 112,200.00, 112,200.00, 126,000.00, 112,200.00,
 112,400.00, 112,200.00, 112,200.00, 124,700.00 and 103,200.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$11.79, per Lot
 Paid: \$11.79, per Lot
 Unpaid: \$0.00
 Affects: Parcel B

16. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
17. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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(continued)

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

END OF CONDITIONS

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EXHIBIT C

EXHIBIT C

EXHIBIT C

Washington St. Alley RIGHT OF WAY VACATION

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, CITY OF SUMNER, STATE OF WASHINGTON DEEDED TO THE CITY OF SUMNER UNDER AUDITOR'S FILE NUMBER 2185617 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET SOUTH AND 359 FEET EAST OF THE INTERSECTION OF THE CENTER LINE OF MASON STREET AND THE EAST LINE OF THE WILLIAM KINCAID DONATION LAND CLAIM ; THENCE NORTH 30.00 FEET; THENCE EAST 27.84 FEET; THENCE NORTH 273.20 FEET; THENCE EAST 20.00 FEET; THENCE SOUTH 303.20 FEET; THENCE WEST 47.84 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF LYING WITHIN WASHINGTON STREET.

AND EXCEPT ANY PORTION THEREOF LYING SOUTHERLY OF THE ARC OF A 46.00 FOOT RADIUS CURVE HAVING A RADIUS POINT WHICH IS 11.93 FEET SOUTH AND 385.26 FEET EAST OF THE INTERSECTION OF THE CENTER LINE OF MASON STREET AND THE EAST LINE OF THE WILLIAM KINCAID DONATION LAND CLAIM.

CONTAINING 4,807 SQUARE FEET MORE OR LESS.



06/03/2020

EXHIBIT C-1

EXHIBIT C-1

EXHIBIT C-1

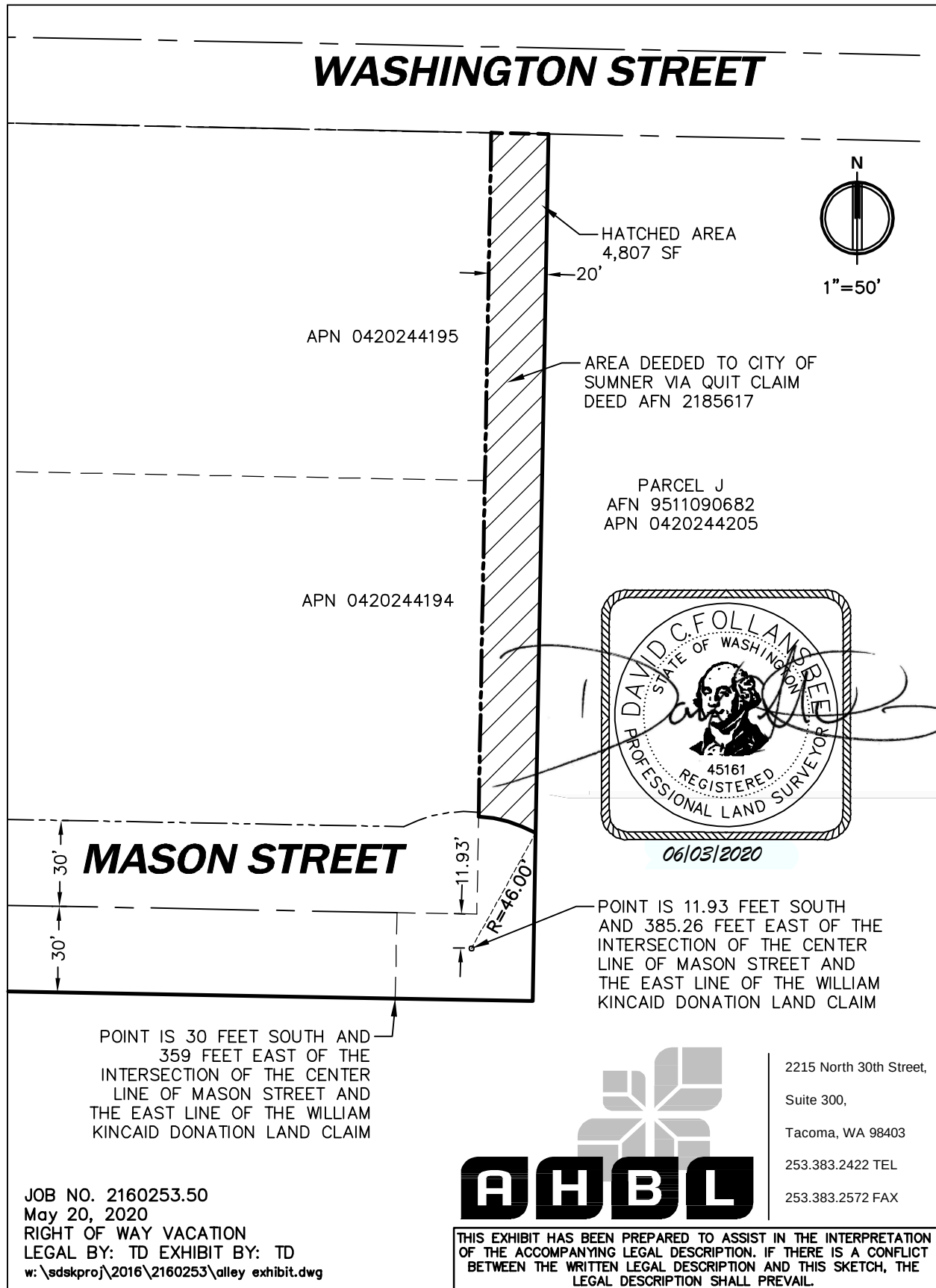


EXHIBIT C-2

EXHIBIT C-2

EXHIBIT C-2

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, That Sumner School District No. 320

part I. of the first part, for and in consideration of the sum of one dollar and other good and valuable consideration

lawful money of the United States of America, to it in hand paid by the City of Sumner, Washington, a Municipal Corporation

part II. of the second part, do by these presents remise, release, convey and quit claim unto said part II. of the second part its heirs and assigns, all interest of the said part II. of the first part in and to the following described real property, situated in

Pierce County, State of Washington, to-wit:

Beginning at a point 30 feet north and 359 feet east of the intersection of the center line of Hanon Street and the east line of Kincaid Rd. Sec. in the SE 1/4 of Section 24, Twp. 20 North, Rge. 4 East W.M. thence north 30 feet, thence east 27.84 feet, thence north 273.20 feet, thence east 20 feet, thence south 303.2 feet, thence west 47.84 feet to the point of beginning.

LAURENCE L. LUTHER, Notary Public for Pierce County, Washington

By Deputy

TO HAVE AND TO HOLD, The said premises, with all the appurtenances, unto the said part II. of the second part, and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said part II. of the first part has hereunto set its hand and seal the day of MAY 1963 Signed, Sealed and Delivered in the Presence of

Chairman Sumner School District No. 320 (Seal)
Clark Sumner School District No. 320 (Seal)
STATE OF WASHINGTON.

County of PIERCE ss. (INDIVIDUAL ACKNOWLEDGMENT)

This is to certify that on this day of MAY 1963 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came LUTHER V. GODWIN & MARY D. NUTTALL

to me known to be the individuals described in and who executed the foregoing instrument, and advised me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned

Witness my hand and official seal this day and year in this certificate that above written Notary 4-17-67

2185617

EXHIBIT D

EXHIBIT D

EXHIBIT D

MASON STREET ALLEY

HENTON'S ADDITON ALLEY VACATION

THE 15.00 FOOT ALLEY LYING WESTERLY OF THE WEST LINE OF LOT 4, BLOCK 1, AND EASTERLY OF THE EAST LINES OF LOTS 1 THROUGH 3, BLOCK 1, HENTON'S ADDITION TO THE TOWN OF SUMNER, PIERCE COUNTY, W.T., ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 79, IN PIERCE COUNTY, WASHINGTON, AND LYING SOUTHERLY OF THE SOUTH MARGIN OF MASON STREET.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



06/03/2020

EXHIBIT D-1

EXHIBIT D-1

EXHIBIT D-1

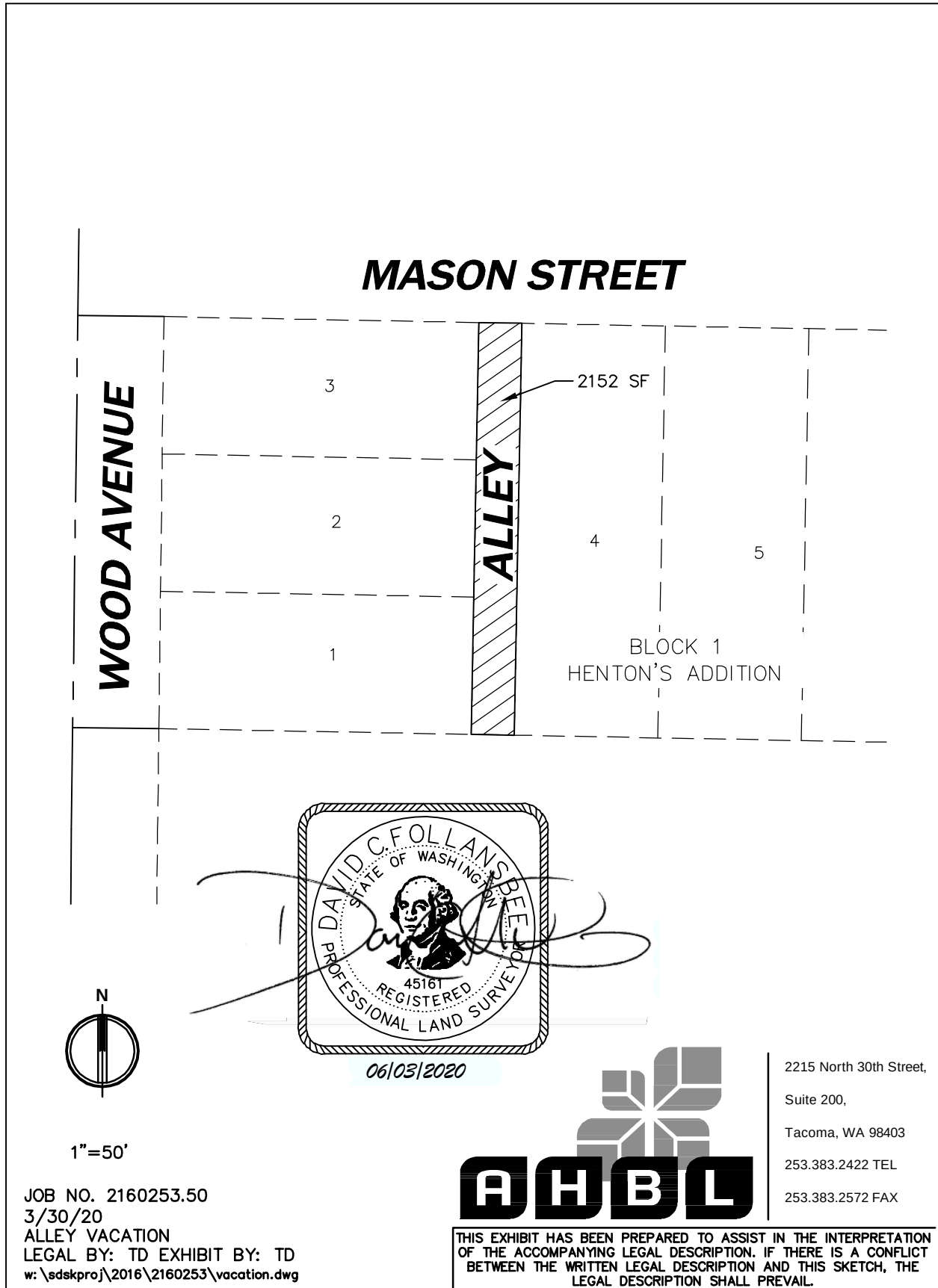


EXHIBIT D-2

EXHIBIT D-2

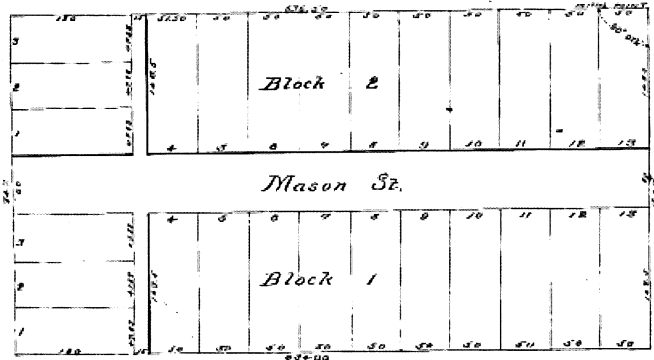
EXHIBIT D-2

79

PLAT OF HENTON'S ADDITION TO THE TOWN OF SUMNER PICKENS COUNTY W.T.

We hereby certify that we have surveyed the above addition, that stone monuments with cross on top have been placed at points indicated by small red circles thus (o) that the distances marked on the plat are correct.

Wood & Cyren, Civil Engineers.



Dedication.

County of Pickens }
Territory of Washington }
Know all men by these presents that we, George E. Henton and Dorra E. Henton his wife owners in fee simple of the following described tract of land: to wit: Beginning at a stake on the East line of Wm. Henricks Donation Claim at a point 9.25 chains S. from the N.E. corner of said claim. Thence S. along said E. boundary line 5.27 chains to a stake, corner of a five (5) acre tract sold to Benj. F. Liden - Thence W. along said Liden W. line 900 chains - Thence N. 527 chains along the line of a road running up Strick Valley. Thence E. 900 chains to the place of beginning, containing five (5) acres of land, be the same more or less, said tract being part of the Henricks Claim of Wm. Henricks, in Dec 24 I do Wm. Henricks do hereby lay out and plat the same into town lots, streets and alleys which are hereafter to be known as "Henton's Addition to the Town of Sumner, Pickens County W.T." and we do hereby donate and dedicate to the use of the public forever all the streets and alleys in this addition. The sizes of the lots, streets and alleys are as shown on this plat. The initial point of the plat and survey is the N.E. corner of the tract.

In witness whereof we have hereunto set our hands and seals this 15th day of December A.D. 1888.

In presence of Wm. D. Dyer
R.A. Gruffy.

George E. Henton
Dorra E. Henton

Acknowledged.

County of Pickens }
Territory of Washington }
This is to certify that on this 15th day of December A.D. 1888 George E. Henton and Dorra E. Henton, personally appeared before me, the undersigned, a Notary Public in and for Pickens County, Washington Territory, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they they executed the same freely and voluntarily for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and official seal the day and year in this certificate above written.

R.A. Gruffy
Notary Public in and for Pickens Co. W.T.



Filed in the office of the Auditor of Pickens County, Washington Territory, this 18th day of December A.D. 1888 at 10:25 A.M. at the request of R.A. Gruffy.

Edward Haggins,
County Auditor.

EXHIBIT E

EXHIBIT E

EXHIBIT E

WEST MAIN TRIANGULAR AREA

MAIN STREET VACATION

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 04 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30.00 FEET NORTHERLY AND 30.00 FEET EASTERLY OF THE CENTERLINE INTERSECTION OF WOOD AVENUE WITH MAIN STREET; THENCE SOUTH $89^{\circ}08'09''$ EAST ALONG THE NORTHERLY MARGIN OF MAIN STREET A DISTANCE OF 447.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH $89^{\circ}08'09''$ EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 204.13 FEET TO AN ANGLE POINT IN SAID NORTHERLY MARGIN; THENCE SOUTH $01^{\circ}03'23''$ WEST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 56.80 FEET TO AN ANGLE POINT IN SAID NORTHERLY MARGIN; THENCE LEAVING SAID NORTHERLY MARGIN, NORTH $75^{\circ}21'43''$ WEST A DISTANCE OF 209.92 FEET; THENCE NORTH $00^{\circ}20'35''$ EAST A DISTANCE OF 6.82 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

CONTAINING 6,492 SQUARE FEET MORE OR LESS.



EXHIBIT E-1

EXHIBIT E-1

EXHIBIT E-1

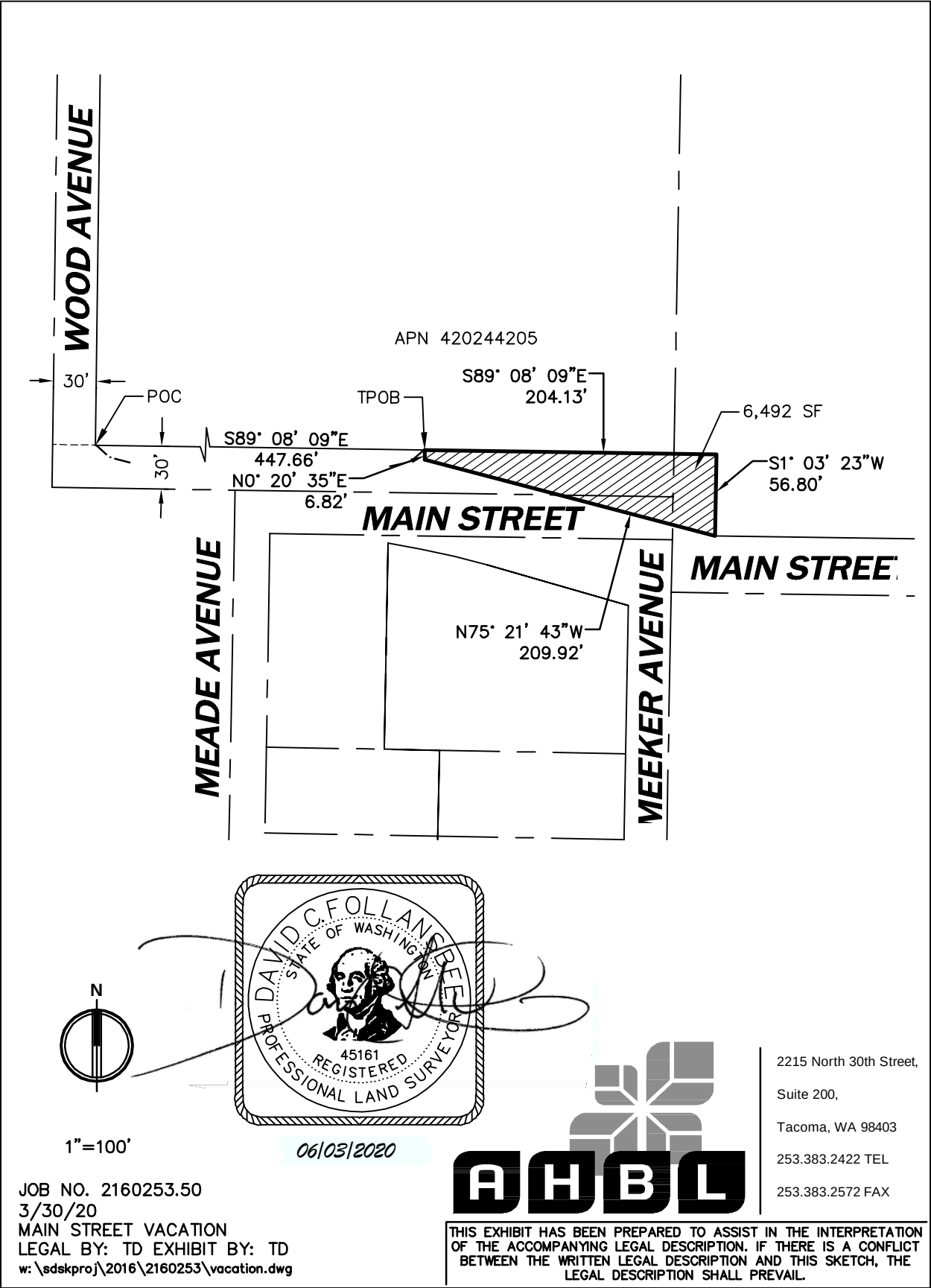


EXHIBIT F

EXHIBIT F

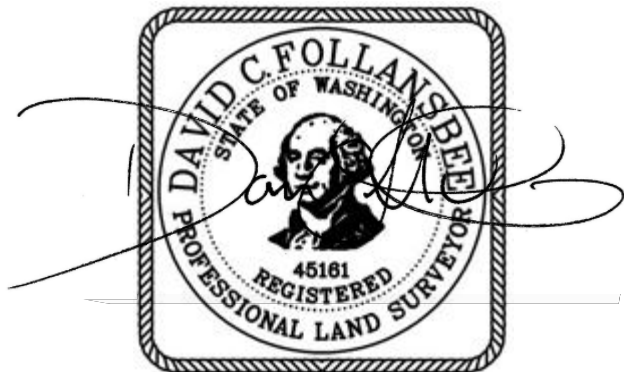
EXHIBIT F

East Main Street Triangular Area ROW Vacation

THAT PORTION OF MAIN STREET RIGHT-OF-WAY LYING WITHIN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON; THAT PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF REVISED PARCEL "A" OF A BOUNDARY LINE ADJUSTMENT, RECORDED AT RECORDING NUMBER 9511090682, RECORDS OF PIERCE COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE OF SAID PARCEL "A" EXTENDED, SOUTH 00°51'22" WEST, 39.17 FEET; THENCE LEAVING SAID WEST LINE EXTENDED, NORTH 74°23'34" WEST, 8.41 FEET; THENCE NORTH 86°30'12" WEST, 10.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF WHICH BEARS SOUTH 18°59'12" WEST, 799.12 FEET; THENCE NORTHWEST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°12'22", AN ARC LENGTH OF 156.29 FEET (CHORD BEARING NORTH 76°36'59" WEST, 156.05 FEET); THENCE NORTH 80°40'20" WEST, 26.16 FEET; THENCE NORTH 76°37'45" WEST, 39.53 FEET; THENCE NORTH 33°19'37" EAST, 5.05 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY MARGIN OF MAIN STREET PURSUANT TO A STATUTORY WARRANTY DEED, RECORDED AT RECORDING NUMBER 9403110330, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTH MARGIN, SOUTH 89°07'31" EAST, 124.35 FEET; THENCE SOUTH 00°51'22" WEST, 13.94 FEET MORE OR LESS TO THE SOUTH LINE REVISED PARCEL "J" OF SAID BOUNDARY LINE ADJUSTMENT; THENCE ALONG SAID SOUTH LINE, SOUTH 89°08'38" EAST, 108.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 4863 SQUARE FEET, OR 0.11 ACRES MORE OR LESS.



11/17/2020

EXHIBIT F-1

EXHIBIT F-1

EXHIBIT F-1

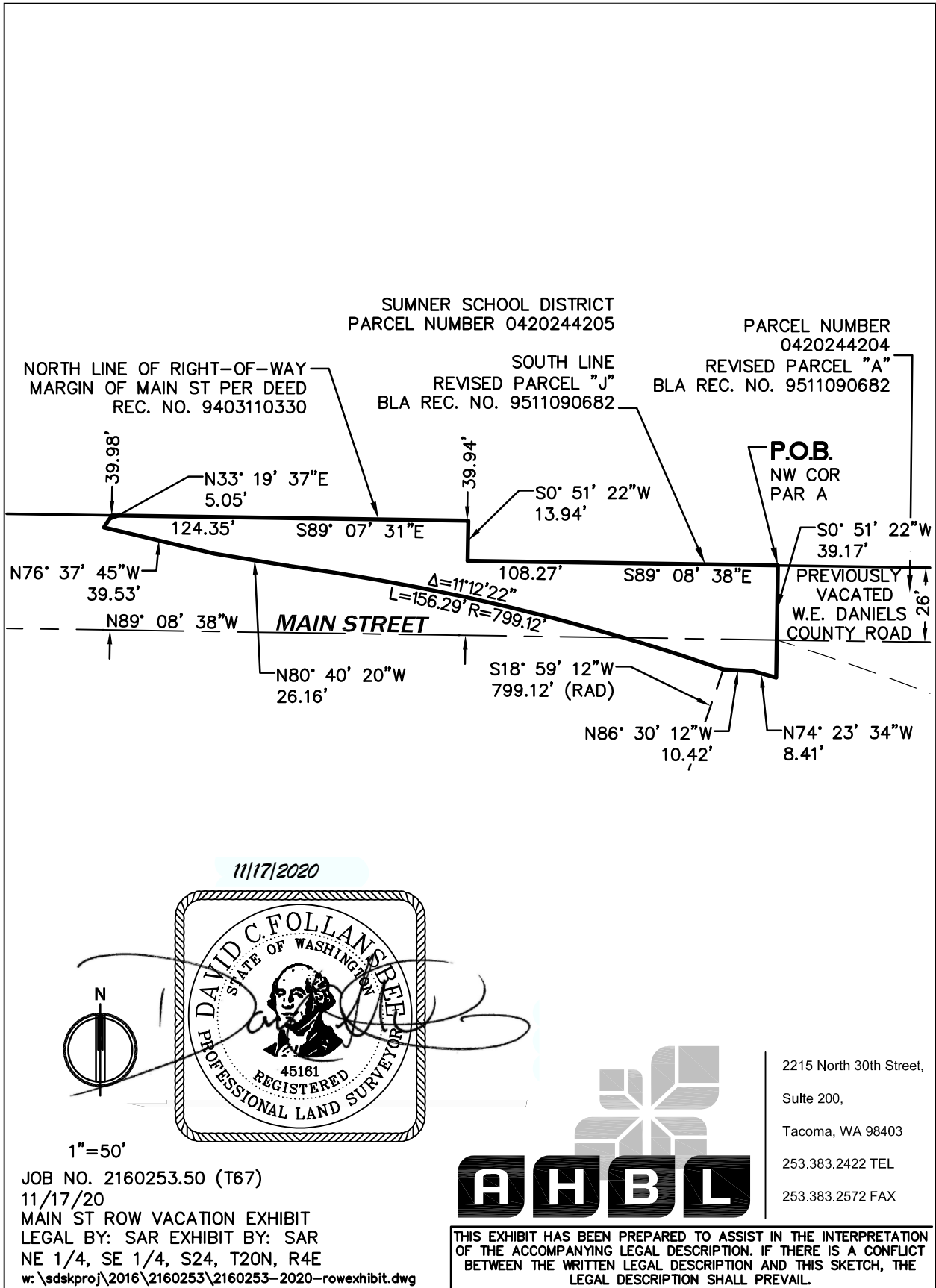
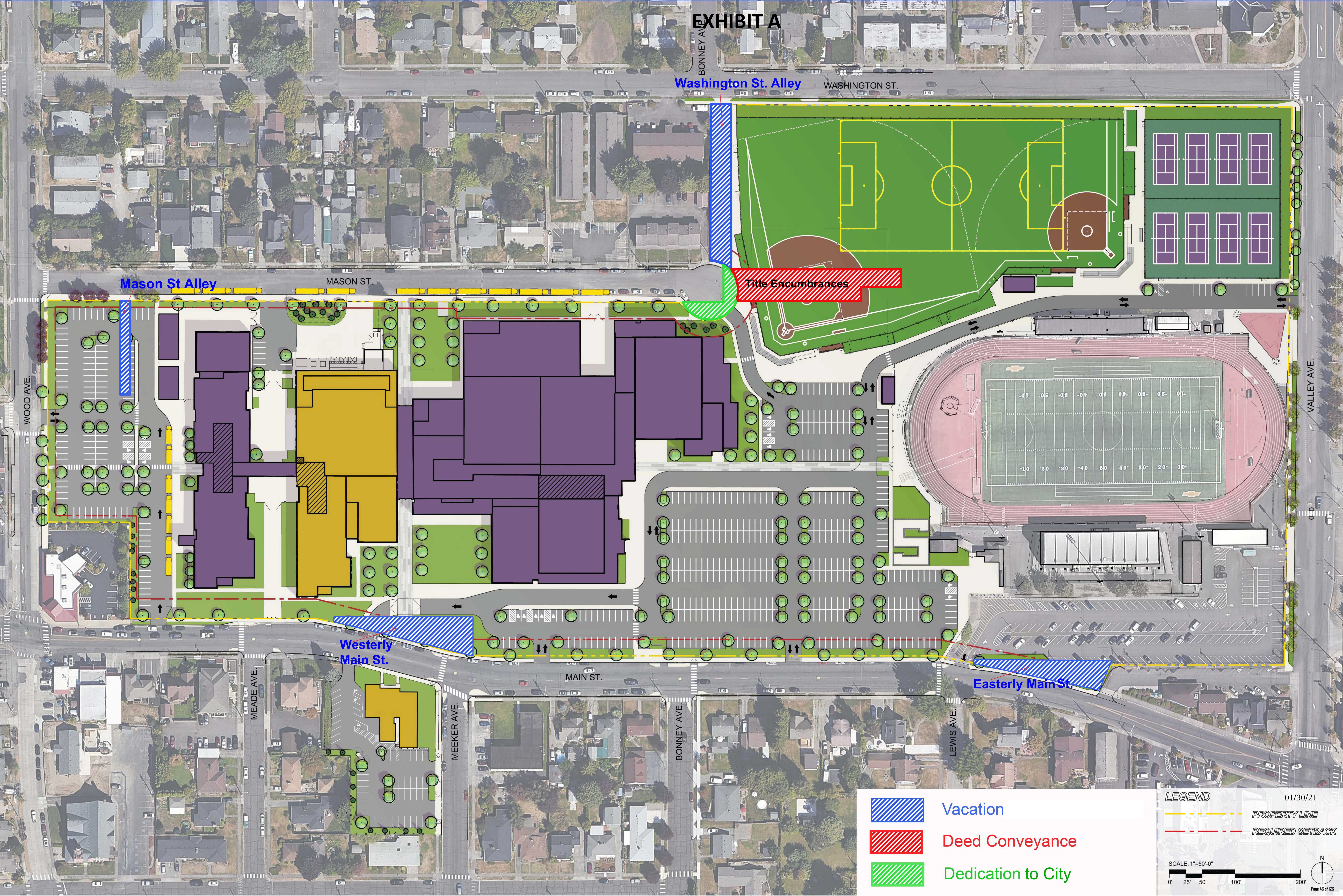
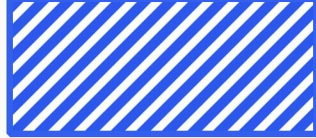


EXHIBIT A



 Vacation

 Deed Conveyance

 Dedication to City

LEGEND

01/30/21

 PROPERTY LINE

 REQUIRED SETBACK

SCALE: 1"=50'-0"

0' 25' 50' 100' 200'

N

Page 46 of 126

SUBJECT: 166th Ave Widening Improvements - Design Agreement Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,420,000

Within Budget Allocation: Yes

ATTACHMENTS:

STAFF CONTACT: Michael Kosa, City Engineer, Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

166th Avenue East (Sumner-Tapps Highway) and the SR 410 westbound off-ramp experience severe traffic congestion at the SR 410 interchange and the intersection to the north at 64th Street East. Additionally, an undersized and failing corrugated metal pipe culvert that carries Salmon creek runs diagonally underneath the intersection, creating an unsuitable environment for ESA-listed salmon species to thrive and spawn.

This project submitted for federal funding through the Federal Highway Administration Surface Transportation Program. Funds became available earlier this year. To use these funds, the project needs to complete a design agreement supplement to add needed language to be eligible for federal reimbursement. Additionally, this supplement increases the consultant scope from preliminary design to 100% final design and right-of-way acquisition.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/7/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to KPG's Consultant Services Contract for the 166th Widening and Intersection Improvements Project (CIP 13-11), increasing the contract amount by \$1,420,000 to a total authorized amount not-to-exceed \$2,092,047, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.

SUBJECT: Ordinance 2793: Chapter 10.20 Speed Code Updates

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2793 - Speed Limit Code Update
-

STAFF CONTACT: Michael Kosa, City Engineer, Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

The Public Works department, through the use of a design consultant, completed a study related to traffic calming in June 2021.

During that study, it was identified that some speed limits identified in city code are inconsistent with RCW 46.61.415 which establishes a minimum 20 miles-per-hour speed limit for City roadways.

This ordinance revises City Code to eliminate 15 mile-per-hour speed limits in City code and delete other identified speed limit revisions that do not match field conditions or are not otherwise appropriate.

Additionally, it was identified in section 10.20.040 that speed limits may be designated by the Director of Public Works. The Municipal Research and Services Center of Washington (MRSC) recommends all speed limits be designated by Council action and codified. This code revision deletes language authorizing the Director of Public Works to designate speed limits.

Finally, the school zone speed limit code section was reviewed and revised based on correspondence with the Sumner-Bonney Lake School District (SBLSD) to be consistent with SBLSD operational hours and usage.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/7/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No.: 2793, revising sections of Chapter 10.20 , substantially in the form as approved by the City Attorney.

**ORDINANCE NO. 2793
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, REVISING CHAPTER 10.20 ENTITLED SPEED.**

WHEREAS, the City of Sumner periodically reviews and updates speed limit code to ensure consistency with roadway conditions and uses; and

WHEREAS, the Public Works department, through the use of a design consultant, completed a study related to traffic calming in June 2021; and

WHEREAS, the study identified that current City speed limits lower than 20 miles per hour on public highways are inconsistent with RCW 46.61.415; and

WHEREAS, it was recommended by the Municipal Research and Services Center of Washington that all speed limits be approved by City Council rather than authorizing the Director of Public Works to designate speed limits; and

WHEREAS, the City desires to revise school zone speed limit application to more closely reflect school hours and operations; and

WHEREAS, the City desires to update policies, standards, and rules regarding the implementation and application this chapter; and

WHEREAS, the City Council reviewed the study in a Study Session on August 9th, 2021 and provided direction to update Sumner Municipal Code as appropriate;

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

Section 1. Chapter 10.20 entitled Speed shall be revised as detailed in Exhibit A.

Section 2. **Severability.** If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 3. **Effective date.** This ordinance shall take effect on October 1, 2021. This ordinance shall be published a minimum of five (5) days prior to the effective date in the City's official newspaper.

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 20th day of September, 2021.

Mayor William Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

Date Adopted: *xx/xx/xx*
Date of Publication: *xx/xx/xx*
Effective Date: *xx/xx/xx*

Chapter 10.20

SPEED

Sections:

- 10.20.010 Findings.
- 10.20.020 State speed law applicable.
- 10.20.030 Speed limits and streets.
- 10.20.040 ~~Director of public works authorized to designate speed limits.~~ Vacant
- 10.20.050 Setting maximum speed limits in excess of or less than 25 miles per hour on certain streets.
- 10.20.060 Regulation of speed by traffic control devices.
- 10.20.070 School zone speed limits.
- 10.20.080 Violations.

10.20.010 Findings.

The Sumner Municipal Code adopts by reference the Model Traffic Ordinance, set forth in chapter 308-330 WAC. The Model Traffic Ordinance, pursuant to WAC 308-330-270, and RCW 46.61.415, sets forth the procedure for a municipality such as the city of Sumner to determine and declare the maximum speed limits on city arterials, streets and other rights-of-way, and allows such to be done ~~by resolution~~ after an engineering and traffic investigation by the traffic engineer. The city council finds that it is necessary and appropriate to adopt an ordinance relating to the establishment of vehicular speed limits in certain designated streets in the city as authorized by state law. (Ord. 2382 § 1 (part), 2012)

10.20.020 State speed law applicable.

The state traffic laws regulating the speed of vehicles, RCW 46.61.400 through 46.61.475, shall be applicable upon all streets within this city, except as this chapter, as authorized by state law, declares and determines upon the basis of engineering and traffic investigation that certain speed regulations shall be applicable upon specified streets or in certain areas, in which event, it shall be unlawful for any person to drive a vehicle at a speed in excess of any speed so declared in this chapter when signs are in place giving notice thereof. (Ord. 2382 § 1 (part), 2012)

10.20.030 Speed limits and streets.

Pursuant to RCW 46.61.400(2)(a), all city streets within the city limits shall have a speed limit of 25 miles per hour to be in effect at all times except those streets and/or parts of streets which shall have speed limits to be in effect at all times, as established by this chapter, pursuant to the Model Traffic Ordinance set forth in SMC 10.14.010, more specifically, WAC 308-330-270 and RCW 46.61.415. No speed limit on city streets other than 25 miles per hour shall be enforced unless the speed limit is posted by signs pursuant to chapter 46.61 RCW and chapter 308-330 WAC. (Ord. 2382 § 1 (part), 2012)

10.20.040 ~~Director of public works authorized to designate speed limits.~~ Repealed

~~The director of public works or his/her designee is authorized to designate the maximum speed limit for all streets or roads within the city where a different maximum speed limit is set other than the speed limit of 25 miles per hour, except where a lower or greater maximum speed limit is specifically established by city ordinance or by state law. In making speed limit determinations, the director of public works or his/her designee shall consider traffic levels of service and safety in light of relevant circumstances and applicable factors. Any streets with a different maximum speed limit than 25 miles per hour shall be posted with appropriate signage. (Ord. 2382 § 1 (part), 2012)~~

10.20.050 Setting maximum speed limits in excess of or less than 25 miles per hour on certain streets.

A. The maximum speed of 35 miles per hour is set on the following city streets when signs are erected giving notice thereof:

1. West Valley Highway from the north city limits ~~at 16th Street East, southerly to its intersection of to~~ Sumner Heights Drive. west city limits.
2. East Valley Highway from the north city limits southerly to the bridge over Salmon Creek.
3. 142nd Avenue East from 24th Street southerly to the White (Stuck) River bridge.

Exhibit A

4. 24th Street East between 142nd Avenue East ~~and 136th Avenue East~~ West Valley Highway.
5. 140th Avenue East between 24th Street East and 16th Street East.
6. 166th Avenue East ~~as posted~~.
7. Stewart Road from west city limits to east city limits.

B. The maximum speed of 30 miles per hour is set on the following city street(s) when signs are erected giving notice thereof:

136th Avenue East between 24th Street East and 16th Street East.

C. The maximum speed of less than 25 miles per hour is set on the following city street(s) when signs are erected giving notice thereof:

1. ~~West Main Street from its intersection with Main Street to its intersection with Hunt Avenue—20 miles per hour at all times; Repealed~~
2. ~~Hunt Avenue from its intersection with West Main Street to its intersection with Elizabeth Street—20 miles per hour at all times; Repealed~~
3. ~~Williams Avenue from its intersection with Puyallup Street to its intersection with 18th Street—20 miles per hour at all times; Repealed~~
4. Bock Avenue from south end of road to 61st Street East – 20 miles per hour ~~at all times~~;
5. ~~74th and 75th Street Court East (Cherry Dale Lane) from SR 162 to 147th Avenue East—15 miles per hour at all times; Repealed~~
6. In any alley of the city as defined in SMC 17.04.060 the speed shall not exceed 10 miles per hour. (Ord. 2382 § 1 (part), 2012)

10.20.060 Regulation of speed by traffic control devices.

The city engineer or designee is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner. In addition, the city engineer or designee is directed to post city streets and roads with the proper traffic-control devices to regulate the established maximum speed limits, including traffic control signs or devices in school zones pursuant to RCW 46.61.440, ~~and said speed limits shall become effective when posted.~~ (Ord. 2382 § 1 (part), 2012)

10.20.070 School zone speed limits.

A. It shall be unlawful for any person to operate a vehicle at a speed in excess of 20 miles per hour when passing any marked school or playground crosswalk, provided such marked crosswalk is fully posted with standard school speed limit signs, standard playground speed limit signs, or electronic traffic control devices. The speed zone at the crosswalk may extend 300 feet in either direction from the marked crosswalk.

B. It shall be unlawful for a person to operate a vehicle at a speed in excess of 20 miles per hour when in a school or playground speed zone which is posted with standard school, playground speed limit signs or electronic traffic control devices. The school or playground speed zone may extend 300 feet from the border of the school or playground property.

~~C. The speed limits set forth in subsections A and B shall be effective between the hours of 6:00 a.m. and 4:00 p.m. weekdays, at any time school zone flashing lights are illuminated, or any time children are present. The speed limits set forth in subsections A and B of this section shall be effective between the hours of 7:00 a.m. and 4:00 p.m. on days when school is in session or at any time school zone flashing lights are illuminated indicating the presence of children. (Ord. 2382 § 1 (part), 2012)~~

10.20.080 Violations.

Violation of any of the speed limits established pursuant to this chapter, and any city council resolution established hereunder, shall be considered to be a traffic infraction and shall be punishable by a monetary amount that may be determined by statute, ordinance or court rule. (Ord. 2382 § 1 (part), 2012)

SUBJECT: PSE Agreements White River Restoration

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$155,808.70

Within Budget Allocation: Yes

ATTACHMENTS:

1. Engineering Services Agreement - 115 Alpac
2. Engineering Services Agreement - 230 Alderton
3. Engineering Services Agreement - 115 Alderton

STAFF CONTACT: Jason Van Gilder, Associate City Engineer

SUMMARY BACKGROUND:

The City of Sumner, in partnership with Pierce County, the Muckleshoot Indian Tribe, and the Puyallup Tribe of Nations, is undertaking a large habitat restoration project along the west side of the White River. The project, known as the White River Restoration Project, will require the relocation of three power transmission lines owned by Puget Sound Energy (PSE). City staff has worked with PSE to develop agreements to design the relocation of these power transmission lines to locations that will accommodate the planned habitat improvements.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/7/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Puget Sound Energy, Inc., in an amount not-to-exceed \$155,808.70 for the engineering services necessary for the relocation of three high voltage power transmission lines necessary for the White River Restoration Project (CIP14-10), substantially in a form approved by the City Attorney.

PUGET SOUND ENERGY

ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement, dated as of 08/30/2021 (“Agreement”), is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation (“PSE”), and the City of Sumner. This Agreement includes, and incorporates by this reference, PSE’s Standard Terms and Conditions for Services (“Standard Terms and Conditions”), a copy of which is attached hereto or has otherwise been provided to Customer. Terms used in this Agreement with initial letters capitalized and not otherwise defined have the meanings set forth in the Standard Terms and Conditions. PSE and Customer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

1. Term. The term of this Agreement (the “Term”) shall commence as of the date of this Agreement and shall end upon the expiration of sixty (60) days after either Party gives the other written notice of such termination. Except as otherwise specifically provided for in the applicable Statement of Work or Section 6 of the Standard Terms and Conditions, the Parties’ respective rights and obligations with respect to any Services subject to any Statement of Work signed by the Parties during the Term shall survive any termination of the Term for a period of two (2) years following such termination.

2. Provision of Services. PSE shall use commercially reasonable efforts to perform for Customer such Services as may be specified in Statements of Work agreed upon from time to time by the Parties during the Term of this Agreement. Such Services shall be performed in accordance with PSE’s standard practices and applicable tariffs.

3. Statements of Work. Each Statement of Work shall be in writing and signed by both Parties. Unless otherwise agreed to by the Parties, Statements of Work shall include, without limitation, the following with regard to the Services covered by such Statement of Work: (a) a detailed description of the Services; (b) any Results to be delivered by PSE to Customer in connection with the Services; (c) a description of any specifications, documents, data, information, services and other items to be furnished by Customer; (d) the fees, reimbursable expenses and other compensation payable by Customer to PSE for the Services; and (e) the schedule or term for performance of the Services. PSE shall not be obligated to perform, and Customer shall not be obligated to pay for, any Services that are not specifically set forth in a Statement of Work.

4. Compliance. In performing any Statement of Work, PSE agrees to comply with Customer’s reasonable rules and regulations for access to and activities in and around premises controlled by Customer to the extent PSE has received advance written notice of such rules and regulations. Each Party agrees to comply with all applicable law in the performance of its responsibilities and obligations under this Agreement and any Statement of Work.

5. Audit. For a period of two (2) years after receipt of any invoice regarding a Statement of Work, either Party shall have the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of such invoice. If such examination reveals any inaccuracy, the necessary adjustments shall be made to such invoice, and payments or credits (as appropriate) shall be made promptly to correct such inaccuracy.

6. Interpretation. To the extent this Agreement and any Statement of Work contain inconsistent terms, the terms of the Statement of Work shall control.

7. **Notices.** Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be deemed to be effective upon receipt. Notice shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person(s) specified below.

Customer:
City of Sumner

Name: Jason Van Gilder
Title: Associate Engineer – Public Works
Address: 1104 Maple St. Suite 260
Sumner, WA 98390

Telephone: 253-299-5703

PSE:
Puget Sound Energy

Name: Daniel Aguirre
Title: Project Manager
Address: 355 110th Ave NE
Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change such name and address by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

Capitalized terms used in this Statement of Work, unless otherwise defined herein, have the meanings set forth in the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. and the customer identified on the signature page of the Agreement (the “Customer”).

1. Description of the Services:

In reliance upon the information provided by Customer pursuant to Section 2 below, PSE will provide engineering services related to its electricity delivery systems and future provision of electric service to Customer, in advance of and in support of Customer’s formal application to PSE for electric service. In connection with such services and with the cooperation of the Customer, PSE will:

- (a) Provide a transmission relocation design for overhead electrical transmission facilities 115,000 volts or less at the 115kV Alderton line.
- (b) Any and all necessary survey, site visits, geotechnical reports and preliminary field work for a full and complete design package.

2. Specifications, documents, data, information, services and other items to be furnished by Customer:

The Parties each acknowledge that the services provided by PSE pursuant to this Statement of Work will be based on the information provided by Customer as set forth Attachment 1 generally consisting of documents, plans, specification, information and data necessary for performance of services. The adequacy of such information provided by Customers will be determined solely by PSE.

3. Fees, reimbursable expenses and other compensation:

(a) Upon execution of this Statement of Work, Customer will pay PSE **\$68,022.48** as an initial payment for performance of services under this Statement of Work. This amount will be applied towards the total amount owed PSE by Customer for performance of the services. In the event the total amount owed PSE by Customer is less than initial payment amount, any the portion of the initial payment amount in excess of the total amount owed will be refunded by PSE to Customer within thirty (30) days of the completion of services under this Statement of Work.

(b) Customer shall pay PSE for all costs and expenses incurred by PSE in performing the services described in this Statement of Work as may be provided for in any and all applicable rates and tariffs on file with the Washington Utilities and Transportation Commission. For purposes of this Statement of Work, “costs and expenses” shall include, without limitation, any and all direct and indirect costs and expenses reasonably allocable or necessarily incurred by PSE in performing the services described herein including, but not limited to, the cost of labor, personnel, taxes, permits, approvals, assessments, inspections, tests, transportation, materials, supplies, equipment, tools, utilities, services, rental charges, consumables, premiums for bonds or insurance, disposal, overhead, administration, lifetime operations and maintenance costs of the PSE equipment and any other costs and expenses incurred by PSE.

- (c) PSE will provide Customer with itemized invoices for amounts due PSE from the Customer pursuant to this Statement of Work. PSE shall submit invoices with reasonable detail to support the charges.
- (d) Customer shall pay PSE within thirty (30) days of the date invoices are received by Customer.
- (e) If Customer terminates this agreement prior to completion of the services described in Section 1, Customer shall reimburse PSE for all actual costs and expenses incurred by PSE through the date of such termination in accordance with Section 7 of the Standard Terms and Conditions.

4. Schedule:

Except as forth in Section 2.2 of the Standard Terms and Conditions, PSE makes no commitment to Customer as to any schedule for performance of the services described herein.

5. Other:

The Parties acknowledge that this Agreement is not a commitment to acquire or provide electric service, and should any such service be provided to Customer, the provision of such service is a matter outside of the scope of this Agreement. It is further acknowledged by the Parties that any services not covered by this Statement of Work (if provided) will be provided subject to applicable rates and tariffs on file with the Washington Utilities and Transportation Commission or otherwise subject to the mutual written agreement of the Parties as approved by the Washington Utilities and Transportation Commission.

6. Points of Contact:

The point of contact for each Party shall be:

Customer:

City of Sumner

Name: Jason Van Gilder
Title: Associate Engineer – Public Works
Address: 1104 Maple St. Suite 260
Sumner, WA 98390

Telephone: 253-299-5703

PSE:

Puget Sound Energy

Name: Daniel Aguirre
Title: Project Manager
Address: 355 110th Ave NE
Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change the contact information by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the dates set forth below their names.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

Attachment 1

Information Provided By Customer



Public Improvement Intake Form

For Franchise holders, Municipalities and Jurisdictional Authorities requesting relocation, modification, conversion or de-energization of PSE facilities in either a temporary or permanent fashion. All requests must be accompanied by a minimum 30% drawing and CAD file in order to be processed.

PROJECT INFORMATION				
Municipality Sumner		Department Public Works		
Project Address (General Area or Cross Streets if no address) North of 24th St E, between 142nd Ave E and E Valley Hwy		City Sumner	Zip Code	
Engineering Firm KPG, P.S.		City Tacoma	Zip Code 98402	
Design Contact for CAD files Nathan Mozer		Email nate@kpg.com	Phone 253-627-0720	
Jurisdiction Project Manager Jason VanGilder		Email JasonV@sumnerwa.gov	Phone 253-299-5703	
Jurisdiction Project Contact Doug Beagle		Email dough@sumnerwa.gov	Phone 253-299-5715	
City Right of Way Acquisition Contact	Status	Schedule	Email	Phone

REQUEST INFORMATION	
Type of Service Desired ☐ Feasibility ☒ Public Improvement Relocate ☐ Overhead to Underground Conversion	
Is There Federal Funding Associated With This Project? ☒ No ☐ Yes, FTA ☐ Yes, FHWA ☐ Yes, Other:	
Will any portion of the project exceed current ROW limits? Will Jurisdictional ROW Permit Cover Any Required PSE Facility Relocates? ☐ No ☒ Yes ☐ Unknown ☒ No ☐ Yes	
Provide Any Permit Requirements Beyond the ROW Permit: ☐ Critical Areas ☒ Environmental ☐ Other:	
Is There a Known Presence of Contaminated Soils Within The Project Limits? ☒ No ☐ Yes (If yes please submit the soil report with your application)	
Is The Extent of The Overlay/Restoration Project Greater Than The Project Limits? ☒ No ☐ Yes (If yes please submit the paving plan with your application)	
Does The City Desire to Install The Ducts And Vaults For This Conversion Project? ☒ No ☐ Yes	
Will New Electric Service Be Needed For This Project? ☐ No ☒ Yes kW Voltage	
Will Street Lights Be Installed With This Project? ☒ No ☐ Yes (If yes please submit street light plan with your application)	
If Applicable: Will New Street Lights be City Owned? ☐ No ☐ Yes	

Project Schedule	
Ad Date:	Construction Start Date: Construction Completion Date: PSE Delivery Date: ☐ Before Ad ☒ Before Construction ☐ During Construction

Project Information
Please provide an overview of the project. This should include what is to be constructed, proposed location, the reason why the project is being built, and expected outcome. The intent of this project is to construct a series of side channels off the White River to restore instream and floodplain habitat and provide additional flood protection along this corridor. Additionally, BNSF has plans to increase the number of rails within this area from 2 to 10 or more. This Work will required that the existing utilities (both underground and overhead) within the project area be relocated. Design has not yet been developed to 30%. We will share design submittals with PSE as they are completed and will continue to be in touch as design progresses.

Signature (Typed Signature is Acceptable) Nathan Mozer	Date January 4, 2019
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PUGET SOUND ENERGY STANDARD TERMS AND CONDITIONS FOR SERVICES

These Standard Terms and Conditions for Services (“Standard Terms and Conditions”) are incorporated into and constitute a material part of the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. (“PSE”) and the customer identified on the signature page of the Agreement (the “Customer”). References in these Standard Terms and Conditions to “this Agreement” are intended to be references to the Agreement together with these Standard Terms and Conditions. PSE and Customer agree as follows:

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings:

“**Defaulting Party**” means a Party that has committed a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work.

“**Results**” means any and all plans, studies, reports, documents, data, specifications, designs, analysis, recommendations, estimates, drawings, information, notes, results and other items to be delivered to Customer by PSE as part of the Services under this Agreement and the applicable Statement of Work.

“**Services**” means the design, planning, development, engineering, management, coordination, implementation, installation and other services performed or to be performed by PSE under this Agreement and any applicable Statement of Work.

“**Statement of Work**” means a written order that is agreed upon and signed by both Parties for the performance of specific Services under this Agreement. The Parties presently anticipate that each Statement of Work shall be substantially in the form attached hereto as *Exhibit A*.

“**Terminating Party**” means, with respect to any Statement of Work, a Party that has given written notice of material breach or default and its intent to terminate such Statement of Work pursuant to Section 6 of these Standard Terms and Conditions.

Section 2. Performance of Services

2.1 Coordination. The Parties shall consult and cooperate to coordinate the Services with Customer’s other operations (e.g., to avoid substantial interference with Customer’s other operations by the Services, to avoid substantial interference with the Services by Customer’s other operations, and to provide for the effective, efficient, expeditious and orderly performance of the Services) and to enable and facilitate PSE’s performance of the Services. Without limiting the foregoing, Customer shall provide PSE access to Customer’s facilities and the Customer-furnished items as required for PSE’s performance of the Services and

PSE’s other obligations in accordance with the applicable Statement of Work and this Agreement.

2.2 Schedule. PSE shall use commercially reasonable efforts to perform the Services in accordance with any schedule set forth in the applicable Statement of Work. Neither Party shall be liable for, or be considered to be in breach or default on account of, any delay or failure to perform any Services due to any cause or condition beyond its reasonable control (including, but not limited to, any fire, storm, flood, wind and acts of God or the elements; strikes or lockouts; acts of public enemy or terrorist acts; acts of civil, military, or governmental authority; breakdown of or damage to any equipment, facilities or other property; unavailability of materials, supplies, equipment, transportation, services and other necessary items; and any act or omission of the other Party).

2.3 Changes. Any change in the Services shall be subject to agreement of the Parties. Either Party may, from time to time, propose changes in the Services to be performed under this Agreement (including, but not limited to, additions to the Services, the deletion of Services, changes in the schedule, order or priority of particular Services and changes in the Customer-furnished items). If any agreed-upon change in the Services causes an increase or decrease in the time required for the performance of any Services or in PSE’s costs to perform any Services, then the schedules for performance of such Services and the compensation payable to PSE shall be equitably adjusted. If the Parties agree upon any such change and related adjustments, the Parties shall prepare, agree upon and sign an amendment to the applicable Statement of Work or other written instrument evidencing such agreement.

2.4 Review of Results. Customer shall promptly review all Results and other items furnished to Customer in connection with the Services and immediately notify PSE of any defect, deficiency, error or nonconformity known to or discovered by Customer.

Section 3. Compensation

3.1 Amount. Customer shall pay PSE for the Services described in any Statement of Work (as changed, amended or modified by agreement of the Parties from time to time) in accordance with the rates, charges, reimbursable expenses and other amounts specified in the applicable Statement of Work, together with any applicable sales, use, excise and other taxes.

3.2 Customer Delays. If Customer delays (e.g., by request or other action or inaction) the performance of any Services by PSE, then Customer shall pay PSE for any increase in PSE's costs as a result of the delay.

3.3 Payment. Unless otherwise specified in the applicable Statement of Work, PSE shall issue itemized invoices for amounts payable monthly. Customer shall pay such amounts within thirty (30) days after receipt of PSE's invoice. Any amount not paid when due shall be subject to finance charges equal to one percent (1.0%) per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. PSE may accept any check or payment in any amount without prejudice to PSE's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction or as an account stated.

Section 4. Points of Delivery For Electric Service and Gas Service

4.1 Primary Voltage Systems. For overhead or underground primary voltage systems, the point of delivery and metering shall, unless otherwise agreed to by PSE, be at a point on the property line of the premises to be served that is, in PSE's sole judgment, most conveniently located with respect to PSE's transmission or distribution system. Customer shall install, own, and maintain all electrical equipment and facilities on the load side of the primary metering facilities.

4.2 Underground Secondary Voltage Service. For underground service at secondary voltages, the point of delivery shall be at (a) the load side of the transformer or secondary handhole if located on the private property being served or (b) the property line if the distribution facilities are located on a public right-of-way. The transformer, handhole, or secondary connection location shall be at the point that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities. Customer shall install, own, and maintain all secondary facilities on the load side of the transformer or secondary handhole.

4.3 Overhead Secondary Voltage Service. For overhead service at secondary voltages, the point of delivery shall be at a point on the outside of the structure to be served that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities.

4.4 Point of Delivery for Gas Service. The point of delivery, unless otherwise specified by PSE, is that location on the Customer's premises where PSE's system and Customer's system are interconnected and the gas is metered.

4.5 Relocation of Points of Delivery. Any costs and expenses incurred by PSE in connection with moving electrical line extensions to a location other than that which PSE would deem most convenient, or in connection with upgrading or increasing the capacity of electrical line extensions shall, to the extent that such moving, upgrading or capacity increase results from a Customer request, be paid by Customer prior to the commencement of construction and shall not be refundable or otherwise used to offset any amounts owed by Customer to PSE.

4.6 Ownership of Facilities. PSE shall own, operate, and maintain all electric distribution facilities installed by PSE pursuant to this Agreement or any Statement of Work.

Section 5. Limited Warranty and Remedy

5.1 Limited Warranty. PSE warrants that the Services and any Results shall comply in all material respects with the specifications and other requirements set forth in the applicable Statements of Work. PSE shall use commercially reasonable efforts to correct any Services or Results that do not comply with the foregoing warranty, provided that Customer notifies PSE of such noncompliance within thirty (30) days after performance of such Services or delivery of such Results, as the case may be.

5.2 Exclusivity. THE WARRANTY AND REMEDY SET FORTH IN PARAGRAPH 5.1 ARE EXCLUSIVE. EXCEPT AS SET FORTH IN PARAGRAPH 5.1, PSE HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES, RESULTS OR OTHER ITEMS PROVIDED BY PSE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

Section 6. Ownership of Results; License and Confidential Information

6.1 Ownership of Results; License. Any Results or other items delivered by PSE to Customer in connection with the Services or otherwise under this Agreement shall be owned exclusively by PSE. PSE hereby grants to Customer and to Customer's subcontractors, an irrevocable, perpetual, nonexclusive, paid-up license, to use and reproduce the Results delivered to Customer under this Agreement for purposes of receiving electric service from PSE at the location referred to in the applicable Statement of Work. Customer and its subcontractor(s) shall not use or reproduce such Results for any other purpose.

6.2 Confidential Information. In the course of performance under this Agreement, either Party may disclose certain confidential or proprietary information to the other Party. In the event any confidential or proprietary information is provided, unless otherwise specifically authorized by the disclosing Party, the receiving Party shall (a) use such information solely for the purposes for which it is provided by the other Party, (b) not disclose such information to any third party other than the subcontractors of the receiving Party without the disclosing Party's consent (which may be granted or withheld in the disclosing Party's sole discretion) and (c) otherwise protect such confidential information from unauthorized use and disclosure to the same extent that it protects its own confidential and proprietary information of a similar nature, but in any event, to a standard of care no less protective than a reasonable person would use to protect its confidential information. This paragraph shall not apply to any information that (i) is or was acquired by the receiving Party from a third party and is not subject to an obligation restricting the receiving Party's use or disclosure thereof; (ii) is independently developed by the receiving Party without reliance upon or use of the confidential or proprietary information of the other Party; or (iii) is or has become generally publicly available through no fault or action of the receiving Party. Further, this paragraph shall not apply to any use or disclosure that is required by applicable law, legal process or governmental authority; provided, that the receiving Party shall give the disclosing Party reasonable advance notice of any disclosure of such information (e.g., so as to afford the disclosing Party a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure). The respective rights and obligations of each Party under this Section 6 shall survive any termination or completion of this Agreement or any Statement of Work.

6.3 Equitable Relief. In the event of any breach of the provisions set forth in Paragraph 6.2, the disclosing Party may suffer irreparable harm and have no adequate remedy at law. In the event of such breach or the threat of such breach, the disclosing Party shall be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies.

6.4 Recovery. The prevailing Party shall be entitled (in addition to any and all other remedies) to recover any and all costs and expenses (including, without limitation, reasonable attorneys' fees) that it may incur in connection with any legal action to enforce Paragraph 6.2 or to recover damages or other relief on account of any breach of Paragraph 6.2.

Section 7. Termination of Statements of Work

7.1 Notice of Material Breach or Default. If either Party commits a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work with respect to any Services, then the other Party may give the Defaulting Party written notice of

the breach or default (including, but not necessarily limited to, a description of the Services with respect to which the breach or default has occurred, a statement of the facts relating to the breach or default, the provisions of this Agreement or any applicable Statement of Work that are in breach or default, and the action required in the non-breaching Party's view to cure the breach or default) and the Terminating Party's intent to terminate the Statement of Work covering such Services pursuant to this paragraph if the breach or default is not cured within thirty (30) days after the Defaulting Party's receipt of such notice (or such later date as may be specified in such notice).

7.2 Notice of Termination in the Event of Default. If the Defaulting Party fails to cure any material breach or default specified in any notice under Paragraph 7.1 within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Terminating Party may terminate the Statement of Work covering the Services with respect to which such breach or default has occurred and is continuing by giving the Defaulting Party written notice of such termination.

7.3 Effect of Termination. If any Statement of Work is terminated pursuant to and in accordance with this Section 6, then, unless otherwise specifically provided for in the applicable Statement of Work, the following shall apply: (a) the Parties shall cooperate to effect an orderly, efficient, effective, expeditious and safe termination of the Parties' respective activities under the terminated Statement of Work; (b) PSE shall return to Customer any and all Customer-furnished items delivered by Customer to PSE under the terminated Statement of Work; (c) PSE shall provide Customer with any Results and other deliverable items completed up to and including the effective date of termination; (d) PSE shall have no obligation to perform any Services under the terminated Statement of Work after the effective date of the termination; (e) Customer shall pay to PSE any fees, reimbursable expenses, compensation or other amounts payable for the Services performed under the terminated Statement of Work prior to the effective date of the termination, together with any costs (including, without limitation, any restocking costs and costs to close trenches) that PSE incurs in connection with the orderly, efficient, effective, expeditious and safe termination of PSE's activities under the terminated Statement of Work; (f) any and all liabilities accrued prior to the effective date of the termination shall survive; and (g) the Parties' respective rights and obligations under Sections 3, 4, 5 and 7 of these Standard Terms and Conditions with respect to any Services covered by the terminated Statement of Work shall survive.

7.4 Termination for Convenience. Customer, in its sole discretion, may terminate this Agreement and/or any or all Statements of Work by providing PSE not less than ten (10) days' written notice of such termination. If this Agreement or any Statement of Work is terminated pursuant to this provision, then, unless otherwise specifically provided for in the applicable Statement of Work, the provisions of Paragraph 7.3 above shall apply.

Section 8. Miscellaneous

8.1 Mutual Release

(a) Customer hereby releases PSE, PSE's directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "PSE Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage extent arising from PSE's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

(b) PSE hereby releases Customer, Customer's respective directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "Customer Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage to the extent arising from Customer's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

8.2 Limitations. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SERVICES, OR ANY RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, THE TOTAL LIABILITY OF EITHER PARTY (WHETHER IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE) WITH REGARD TO THIS AGREEMENT, THE SERVICES, RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO PSE UNDER THE APPLICABLE STATEMENT OF WORK.

8.3 Independent Contractor. PSE shall be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement. This Agreement shall not be interpreted or construed as (a) creating or evidencing any association, joint venture, partnership or franchise between the Parties, (b) imposing any partnership or franchisor obligation or liability on either Party or (c) prohibiting or restricting PSE's performance of any services for any third Party.

8.4 Assignment. Neither Party shall assign this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld. Subject to the foregoing restriction on assignment, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

8.5 Nonwaiver. Any failure by either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any right or remedy under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall be and remain in full force and effect.

8.6 Applicable Law; Jurisdiction. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington without reference to its choice of law principles to the contrary. Customer hereby irrevocably consents to the jurisdiction and venue of the federal, state and local courts located in King County, Washington, U.S.A., in connection with any action arising out of or in connection with this Agreement, the Services or any Statement of Work.

8.7 Entire Agreement. This Agreement (including all Statements of Work) constitutes the entire agreement, and supersedes any and all prior agreements, between PSE and Customer with respect to the Services. No amendment, modification or waiver of any of the provisions of this Agreement or any Statement of Work shall be valid unless set forth in a written instrument signed by the Party to be bound thereby.

PUGET SOUND ENERGY
ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement, dated as of 08/30/2021 (“Agreement”), is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation (“PSE”), and the City of Sumner. This Agreement includes, and incorporates by this reference, PSE’s Standard Terms and Conditions for Services (“Standard Terms and Conditions”), a copy of which is attached hereto or has otherwise been provided to Customer. Terms used in this Agreement with initial letters capitalized and not otherwise defined have the meanings set forth in the Standard Terms and Conditions. PSE and Customer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

1. Term. The term of this Agreement (the “Term”) shall commence as of the date of this Agreement and shall end upon the expiration of sixty (60) days after either Party gives the other written notice of such termination. Except as otherwise specifically provided for in the applicable Statement of Work or Section 6 of the Standard Terms and Conditions, the Parties’ respective rights and obligations with respect to any Services subject to any Statement of Work signed by the Parties during the Term shall survive any termination of the Term for a period of two (2) years following such termination.

2. Provision of Services. PSE shall use commercially reasonable efforts to perform for Customer such Services as may be specified in Statements of Work agreed upon from time to time by the Parties during the Term of this Agreement. Such Services shall be performed in accordance with PSE’s standard practices and applicable tariffs.

3. Statements of Work. Each Statement of Work shall be in writing and signed by both Parties. Unless otherwise agreed to by the Parties, Statements of Work shall include, without limitation, the following with regard to the Services covered by such Statement of Work: (a) a detailed description of the Services; (b) any Results to be delivered by PSE to Customer in connection with the Services; (c) a description of any specifications, documents, data, information, services and other items to be furnished by Customer; (d) the fees, reimbursable expenses and other compensation payable by Customer to PSE for the Services; and (e) the schedule or term for performance of the Services. PSE shall not be obligated to perform, and Customer shall not be obligated to pay for, any Services that are not specifically set forth in a Statement of Work.

4. Compliance. In performing any Statement of Work, PSE agrees to comply with Customer’s reasonable rules and regulations for access to and activities in and around premises controlled by Customer to the extent PSE has received advance written notice of such rules and regulations. Each Party agrees to comply with all applicable law in the performance of its responsibilities and obligations under this Agreement and any Statement of Work.

5. Audit. For a period of two (2) years after receipt of any invoice regarding a Statement of Work, either Party shall have the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of such invoice. If such examination reveals any inaccuracy, the necessary adjustments shall be made to such invoice, and payments or credits (as appropriate) shall be made promptly to correct such inaccuracy.

6. Interpretation. To the extent this Agreement and any Statement of Work contain inconsistent terms, the terms of the Statement of Work shall control.

7. **Notices.** Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be deemed to be effective upon receipt. Notice shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person(s) specified below.

Customer:
City of Sumner

Name: Jason Van Gilder
Title: Associate Engineer – Public Works
Address: 1104 Maple St. Suite 260
Sumner, WA 98390

Telephone: 253-299-5703

PSE:
Puget Sound Energy

Name: Daniel Aguirre
Title: Project Manager
Address: 355 110th Ave NE
Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change such name and address by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

Capitalized terms used in this Statement of Work, unless otherwise defined herein, have the meanings set forth in the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. and the customer identified on the signature page of the Agreement (the “Customer”).

1. Description of the Services:

In reliance upon the information provided by Customer pursuant to Section 2 below, PSE will provide engineering services related to its electricity delivery systems and future provision of electric service to Customer, in advance of and in support of Customer’s formal application to PSE for electric service. In connection with such services and with the cooperation of the Customer, PSE will:

- (a) Provide a transmission relocation design for overhead electrical transmission facilities 230,000 volts or less at the 230kV Alderton line

2. Specifications, documents, data, information, services and other items to be furnished by Customer:

The Parties each acknowledge that the services provided by PSE pursuant to this Statement of Work will be based on the information provided by Customer as set forth Attachment 1 generally consisting of documents, plans, specification, information and data necessary for performance of services. The adequacy of such information provided by Customers will be determined solely by PSE.

3. Fees, reimbursable expenses and other compensation:

(a) Upon execution of this Statement of Work, Customer will pay PSE **\$20,762.18** as an initial payment for performance of services under this Statement of Work. This amount will be applied towards the total amount owed PSE by Customer for performance of the services. In the event the total amount owed PSE by Customer is less than initial payment amount, any the portion of the initial payment amount in excess of the total amount owed will be refunded by PSE to Customer within thirty (30) days of the completion of services under this Statement of Work.

(b) Customer shall pay PSE for all costs and expenses incurred by PSE in performing the services described in this Statement of Work as may be provided for in any and all applicable rates and tariffs on file with the Washington Utilities and Transportation Commission. For purposes of this Statement of Work, “costs and expenses” shall include, without limitation, any and all direct and indirect costs and expenses reasonably allocable or necessarily incurred by PSE in performing the services described herein including, but not limited to, the cost of labor, personnel, taxes, permits, approvals, assessments, inspections, tests, transportation, materials, supplies, equipment, tools, utilities, services, rental charges, consumables, premiums for bonds or insurance, disposal, overhead, administration, lifetime operations and maintenance costs of the PSE equipment and any other costs and expenses incurred by PSE.

(c) PSE will provide Customer with itemized invoices for amounts due PSE from the Customer pursuant to this Statement of Work. PSE shall submit invoices with reasonable detail to support the charges.

(d) Customer shall pay PSE within thirty (30) days of the date invoices are received by Customer.

(e) If Customer terminates this agreement prior to completion of the services described in Section 1, Customer shall reimburse PSE for all actual costs and expenses incurred by PSE through the date of such termination in accordance with Section 7 of the Standard Terms and Conditions.

4. Schedule:

Except as forth in Section 2.2 of the Standard Terms and Conditions, PSE makes no commitment to Customer as to any schedule for performance of the services described herein.

5. Other:

The Parties acknowledge that this Agreement is not a commitment to acquire or provide electric and should any such service be provided to Customer, the provision of such service is a matter outside of the scope of this Agreement. It is further acknowledged by the Parties that any services not covered by this Statement of Work (if provided) will be provided subject to applicable rates and tariffs on file with the Washington Utilities and Transportation Commission or otherwise subject to the mutual written agreement of the Parties as approved by the Washington Utilities and Transportation Commission.

6. Points of Contact:

The point of contact for each Party shall be:

Customer:

City of Sumner

Name: Jason Van Gilder

Title: Associate Engineer – Public Works

Address: 1104 Maple St. Suite 260

Sumner, WA 98390

Telephone: 253-299-5703

PSE:

Puget Sound Energy

Name: Daniel Aguirre

Title: Project Manager

Address: 355 110th Ave NE

Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change the contact information by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the dates set forth below their names.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

Attachment 1

Information Provided By Customer



Public Improvement Intake Form

For Franchise holders, Municipalities and Jurisdictional Authorities requesting relocation, modification, conversion or de-energization of PSE facilities in either a temporary or permanent fashion. All requests must be accompanied by a minimum 30% drawing and CAD file in order to be processed.

PROJECT INFORMATION				
Municipality Sumner		Department Public Works		
Project Address (General Area or Cross Streets if no address) North of 24th St E, between 142nd Ave E and E Valley Hwy		City Sumner	Zip Code	
Engineering Firm KPG, P.S.		City Tacoma	Zip Code 98402	
Design Contact for CAD files Nathan Mozer		Email nate@kpg.com	Phone 253-627-0720	
Jurisdiction Project Manager Jason VanGilder		Email JasonV@sumnerwa.gov	Phone 253-299-5703	
Jurisdiction Project Contact Doug Beagle		Email dougbe@sumnerwa.gov	Phone 253-299-5715	
City Right of Way Acquisition Contact	Status	Schedule	Email	Phone

REQUEST INFORMATION	
Type of Service Desired ☐ Feasibility ☒ Public Improvement Relocate ☐ Overhead to Underground Conversion	
Is There Federal Funding Associated With This Project? ☒ No ☐ Yes, FTA ☐ Yes, FHWA ☐ Yes, Other:	
Will any portion of the project exceed current ROW limits? Will Jurisdictional ROW Permit Cover Any Required PSE Facility Relocates? ☐ No ☒ Yes ☐ Unknown ☒ No ☐ Yes	
Provide Any Permit Requirements Beyond the ROW Permit: ☐ Critical Areas ☒ Environmental ☐ Other:	
Is There a Known Presence of Contaminated Soils Within The Project Limits? ☒ No ☐ Yes (If yes please submit the soil report with your application)	
Is The Extent of The Overlay/Restoration Project Greater Than The Project Limits? ☒ No ☐ Yes (If yes please submit the paving plan with your application)	
Does The City Desire to Install The Ducts And Vaults For This Conversion Project? ☒ No ☐ Yes	Will New Electric Service Be Needed For This Project? ☐ No ☒ Yes kW Voltage
Will Street Lights Be Installed With This Project? ☒ No ☐ Yes (If yes please submit street light plan with your application)	If Applicable: Will New Street Lights be City Owned? ☐ No ☐ Yes

Project Schedule			
Ad Date:	Construction Start Date:	Construction Completion Date:	PSE Delivery Date: ☐ Before Ad ☒ Before Construction ☐ During Construction

Project Information
Please provide an overview of the project. This should include what is to be constructed, proposed location, the reason why the project is being built, and expected outcome. The intent of this project is to construct a series of side channels off the White River to restore instream and floodplain habitat and provide additional flood protection along this corridor. Additionally, BNSF has plans to increase the number of rails within this area from 2 to 10 or more. This Work will required that the existing utilities (both underground and overhead) within the project area be relocated. Design has not yet been developed to 30%. We will share design submittals with PSE as they are completed and will continue to be in touch as design progresses.

Signature (Typed Signature is Acceptable) Nathan Mozer	Date January 4, 2019
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PUGET SOUND ENERGY
STANDARD TERMS AND CONDITIONS FOR SERVICES

These Standard Terms and Conditions for Services (“Standard Terms and Conditions”) are incorporated into and constitute a material part of the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. (“PSE”) and the customer identified on the signature page of the Agreement (the “Customer”). References in these Standard Terms and Conditions to “this Agreement” are intended to be references to the Agreement together with these Standard Terms and Conditions. PSE and Customer agree as follows:

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings:

“**Defaulting Party**” means a Party that has committed a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work.

“**Results**” means any and all plans, studies, reports, documents, data, specifications, designs, analysis, recommendations, estimates, drawings, information, notes, results and other items to be delivered to Customer by PSE as part of the Services under this Agreement and the applicable Statement of Work.

“**Services**” means the design, planning, development, engineering, management, coordination, implementation, installation and other services performed or to be performed by PSE under this Agreement and any applicable Statement of Work.

“**Statement of Work**” means a written order that is agreed upon and signed by both Parties for the performance of specific Services under this Agreement. The Parties presently anticipate that each Statement of Work shall be substantially in the form attached hereto as *Exhibit A*.

“**Terminating Party**” means, with respect to any Statement of Work, a Party that has given written notice of material breach or default and its intent to terminate such Statement of Work pursuant to Section 6 of these Standard Terms and Conditions.

Section 2. Performance of Services

2.1 Coordination. The Parties shall consult and cooperate to coordinate the Services with Customer’s other operations (e.g., to avoid substantial interference with Customer’s other operations by the Services, to avoid substantial interference with the Services by Customer’s other operations, and to provide for the effective, efficient, expeditious and orderly performance of the Services) and to enable and facilitate PSE’s performance of the Services. Without limiting the foregoing, Customer shall provide PSE access to Customer’s facilities and the Customer-furnished items as required for PSE’s performance of the Services and

PSE’s other obligations in accordance with the applicable Statement of Work and this Agreement.

2.2 Schedule. PSE shall use commercially reasonable efforts to perform the Services in accordance with any schedule set forth in the applicable Statement of Work. Neither Party shall be liable for, or be considered to be in breach or default on account of, any delay or failure to perform any Services due to any cause or condition beyond its reasonable control (including, but not limited to, any fire, storm, flood, wind and acts of God or the elements; strikes or lockouts; acts of public enemy or terrorist acts; acts of civil, military, or governmental authority; breakdown of or damage to any equipment, facilities or other property; unavailability of materials, supplies, equipment, transportation, services and other necessary items; and any act or omission of the other Party).

2.3 Changes. Any change in the Services shall be subject to agreement of the Parties. Either Party may, from time to time, propose changes in the Services to be performed under this Agreement (including, but not limited to, additions to the Services, the deletion of Services, changes in the schedule, order or priority of particular Services and changes in the Customer-furnished items). If any agreed-upon change in the Services causes an increase or decrease in the time required for the performance of any Services or in PSE’s costs to perform any Services, then the schedules for performance of such Services and the compensation payable to PSE shall be equitably adjusted. If the Parties agree upon any such change and related adjustments, the Parties shall prepare, agree upon and sign an amendment to the applicable Statement of Work or other written instrument evidencing such agreement.

2.4 Review of Results. Customer shall promptly review all Results and other items furnished to Customer in connection with the Services and immediately notify PSE of any defect, deficiency, error or nonconformity known to or discovered by Customer.

Section 3. Compensation

3.1 Amount. Customer shall pay PSE for the Services described in any Statement of Work (as changed, amended or modified by agreement of the Parties from time to time) in accordance with the rates, charges, reimbursable expenses and other amounts specified in the applicable Statement of Work, together with any applicable sales, use, excise and other taxes.

3.2 Customer Delays. If Customer delays (e.g., by request or other action or inaction) the performance of any Services by PSE, then Customer shall pay PSE for any increase in PSE's costs as a result of the delay.

3.3 Payment. Unless otherwise specified in the applicable Statement of Work, PSE shall issue itemized invoices for amounts payable monthly. Customer shall pay such amounts within thirty (30) days after receipt of PSE's invoice. Any amount not paid when due shall be subject to finance charges equal to one percent (1.0%) per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. PSE may accept any check or payment in any amount without prejudice to PSE's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction or as an account stated.

Section 4. Points of Delivery For Electric Service and Gas Service

4.1 Primary Voltage Systems. For overhead or underground primary voltage systems, the point of delivery and metering shall, unless otherwise agreed to by PSE, be at a point on the property line of the premises to be served that is, in PSE's sole judgment, most conveniently located with respect to PSE's transmission or distribution system. Customer shall install, own, and maintain all electrical equipment and facilities on the load side of the primary metering facilities.

4.2 Underground Secondary Voltage Service. For underground service at secondary voltages, the point of delivery shall be at (a) the load side of the transformer or secondary handhole if located on the private property being served or (b) the property line if the distribution facilities are located on a public right-of-way. The transformer, handhole, or secondary connection location shall be at the point that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities. Customer shall install, own, and maintain all secondary facilities on the load side of the transformer or secondary handhole.

4.3 Overhead Secondary Voltage Service. For overhead service at secondary voltages, the point of delivery shall be at a point on the outside of the structure to be served that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities.

4.4 Point of Delivery for Gas Service. The point of delivery, unless otherwise specified by PSE, is that location on the Customer's premises where PSE's system and Customer's system are interconnected and the gas is metered.

4.5 Relocation of Points of Delivery. Any costs and expenses incurred by PSE in connection with moving electrical line extensions to a location other than that which PSE would deem most convenient, or in connection with upgrading or increasing the capacity of electrical line extensions shall, to the extent that such moving, upgrading or capacity increase results from a Customer request, be paid by Customer prior to the commencement of construction and shall not be refundable or otherwise used to offset any amounts owed by Customer to PSE.

4.6 Ownership of Facilities. PSE shall own, operate, and maintain all electric distribution facilities installed by PSE pursuant to this Agreement or any Statement of Work.

Section 5. Limited Warranty and Remedy

5.1 Limited Warranty. PSE warrants that the Services and any Results shall comply in all material respects with the specifications and other requirements set forth in the applicable Statements of Work. PSE shall use commercially reasonable efforts to correct any Services or Results that do not comply with the foregoing warranty, provided that Customer notifies PSE of such noncompliance within thirty (30) days after performance of such Services or delivery of such Results, as the case may be.

5.2 Exclusivity. THE WARRANTY AND REMEDY SET FORTH IN PARAGRAPH 5.1 ARE EXCLUSIVE. EXCEPT AS SET FORTH IN PARAGRAPH 5.1, PSE HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES, RESULTS OR OTHER ITEMS PROVIDED BY PSE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

Section 6. Ownership of Results; License and Confidential Information

6.1 Ownership of Results; License. Any Results or other items delivered by PSE to Customer in connection with the Services or otherwise under this Agreement shall be owned exclusively by PSE. PSE hereby grants to Customer and to Customer's subcontractors, an irrevocable, perpetual, nonexclusive, paid-up license, to use and reproduce the Results delivered to Customer under this Agreement for purposes of receiving electric service from PSE at the location referred to in the applicable Statement of Work. Customer and its subcontractor(s) shall not use or reproduce such Results for any other purpose.

6.2 Confidential Information. In the course of performance under this Agreement, either Party may disclose certain confidential or proprietary information to the other Party. In the event any confidential or proprietary information is provided, unless otherwise specifically authorized by the disclosing Party, the receiving Party shall (a) use such information solely for the purposes for which it is provided by the other Party, (b) not disclose such information to any third party other than the subcontractors of the receiving Party without the disclosing Party's consent (which may be granted or withheld in the disclosing Party's sole discretion) and (c) otherwise protect such confidential information from unauthorized use and disclosure to the same extent that it protects its own confidential and proprietary information of a similar nature, but in any event, to a standard of care no less protective than a reasonable person would use to protect its confidential information. This paragraph shall not apply to any information that (i) is or was acquired by the receiving Party from a third party and is not subject to an obligation restricting the receiving Party's use or disclosure thereof; (ii) is independently developed by the receiving Party without reliance upon or use of the confidential or proprietary information of the other Party; or (iii) is or has become generally publicly available through no fault or action of the receiving Party. Further, this paragraph shall not apply to any use or disclosure that is required by applicable law, legal process or governmental authority; provided, that the receiving Party shall give the disclosing Party reasonable advance notice of any disclosure of such information (e.g., so as to afford the disclosing Party a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure). The respective rights and obligations of each Party under this Section 6 shall survive any termination or completion of this Agreement or any Statement of Work.

6.3 Equitable Relief. In the event of any breach of the provisions set forth in Paragraph 6.2, the disclosing Party may suffer irreparable harm and have no adequate remedy at law. In the event of such breach or the threat of such breach, the disclosing Party shall be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies.

6.4 Recovery. The prevailing Party shall be entitled (in addition to any and all other remedies) to recover any and all costs and expenses (including, without limitation, reasonable attorneys' fees) that it may incur in connection with any legal action to enforce Paragraph 6.2 or to recover damages or other relief on account of any breach of Paragraph 6.2.

Section 7. Termination of Statements of Work

7.1 Notice of Material Breach or Default. If either Party commits a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work with respect to any Services, then the other Party may give the Defaulting Party written notice of

the breach or default (including, but not necessarily limited to, a description of the Services with respect to which the breach or default has occurred, a statement of the facts relating to the breach or default, the provisions of this Agreement or any applicable Statement of Work that are in breach or default, and the action required in the non-breaching Party's view to cure the breach or default) and the Terminating Party's intent to terminate the Statement of Work covering such Services pursuant to this paragraph if the breach or default is not cured within thirty (30) days after the Defaulting Party's receipt of such notice (or such later date as may be specified in such notice).

7.2 Notice of Termination in the Event of Default. If the Defaulting Party fails to cure any material breach or default specified in any notice under Paragraph 7.1 within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Terminating Party may terminate the Statement of Work covering the Services with respect to which such breach or default has occurred and is continuing by giving the Defaulting Party written notice of such termination.

7.3 Effect of Termination. If any Statement of Work is terminated pursuant to and in accordance with this Section 6, then, unless otherwise specifically provided for in the applicable Statement of Work, the following shall apply: (a) the Parties shall cooperate to effect an orderly, efficient, effective, expeditious and safe termination of the Parties' respective activities under the terminated Statement of Work; (b) PSE shall return to Customer any and all Customer-furnished items delivered by Customer to PSE under the terminated Statement of Work; (c) PSE shall provide Customer with any Results and other deliverable items completed up to and including the effective date of termination; (d) PSE shall have no obligation to perform any Services under the terminated Statement of Work after the effective date of the termination; (e) Customer shall pay to PSE any fees, reimbursable expenses, compensation or other amounts payable for the Services performed under the terminated Statement of Work prior to the effective date of the termination, together with any costs (including, without limitation, any restocking costs and costs to close trenches) that PSE incurs in connection with the orderly, efficient, effective, expeditious and safe termination of PSE's activities under the terminated Statement of Work; (f) any and all liabilities accrued prior to the effective date of the termination shall survive; and (g) the Parties' respective rights and obligations under Sections 3, 4, 5 and 7 of these Standard Terms and Conditions with respect to any Services covered by the terminated Statement of Work shall survive.

7.4 Termination for Convenience. Customer, in its sole discretion, may terminate this Agreement and/or any or all Statements of Work by providing PSE not less than ten (10) days' written notice of such termination. If this Agreement or any Statement of Work is terminated pursuant to this provision, then, unless otherwise specifically provided for in the applicable Statement of Work, the provisions of Paragraph 7.3 above shall apply.

Section 8. Miscellaneous

8.1 Mutual Release

(a) Customer hereby releases PSE, PSE's directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "PSE Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage extent arising from PSE's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

(b) PSE hereby releases Customer, Customer's respective directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "Customer Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage to the extent arising from Customer's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

8.2 Limitations. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SERVICES, OR ANY RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, THE TOTAL LIABILITY OF EITHER PARTY (WHETHER IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE) WITH REGARD TO THIS AGREEMENT, THE SERVICES, RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO PSE UNDER THE APPLICABLE STATEMENT OF WORK.

8.3 Independent Contractor. PSE shall be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement. This Agreement shall not be interpreted or construed as (a) creating or evidencing any association, joint venture, partnership or franchise between the Parties, (b) imposing any partnership or franchisor obligation or liability on either Party or (c) prohibiting or restricting PSE's performance of any services for any third Party.

8.4 Assignment. Neither Party shall assign this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld. Subject to the foregoing restriction on assignment, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

8.5 Nonwaiver. Any failure by either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any right or remedy under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall be and remain in full force and effect.

8.6 Applicable Law; Jurisdiction. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington without reference to its choice of law principles to the contrary. Customer hereby irrevocably consents to the jurisdiction and venue of the federal, state and local courts located in King County, Washington, U.S.A., in connection with any action arising out of or in connection with this Agreement, the Services or any Statement of Work.

8.7 Entire Agreement. This Agreement (including all Statements of Work) constitutes the entire agreement, and supersedes any and all prior agreements, between PSE and Customer with respect to the Services. No amendment, modification or waiver of any of the provisions of this Agreement or any Statement of Work shall be valid unless set forth in a written instrument signed by the Party to be bound thereby.

PUGET SOUND ENERGY
ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement, dated as of 08/30/2021 (“Agreement”), is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation (“PSE”), and the City of Sumner. This Agreement includes, and incorporates by this reference, PSE’s Standard Terms and Conditions for Services (“Standard Terms and Conditions”), a copy of which is attached hereto or has otherwise been provided to Customer. Terms used in this Agreement with initial letters capitalized and not otherwise defined have the meanings set forth in the Standard Terms and Conditions. PSE and Customer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

1. Term. The term of this Agreement (the “Term”) shall commence as of the date of this Agreement and shall end upon the expiration of sixty (60) days after either Party gives the other written notice of such termination. Except as otherwise specifically provided for in the applicable Statement of Work or Section 6 of the Standard Terms and Conditions, the Parties’ respective rights and obligations with respect to any Services subject to any Statement of Work signed by the Parties during the Term shall survive any termination of the Term for a period of two (2) years following such termination.

2. Provision of Services. PSE shall use commercially reasonable efforts to perform for Customer such Services as may be specified in Statements of Work agreed upon from time to time by the Parties during the Term of this Agreement. Such Services shall be performed in accordance with PSE’s standard practices and applicable tariffs.

3. Statements of Work. Each Statement of Work shall be in writing and signed by both Parties. Unless otherwise agreed to by the Parties, Statements of Work shall include, without limitation, the following with regard to the Services covered by such Statement of Work: (a) a detailed description of the Services; (b) any Results to be delivered by PSE to Customer in connection with the Services; (c) a description of any specifications, documents, data, information, services and other items to be furnished by Customer; (d) the fees, reimbursable expenses and other compensation payable by Customer to PSE for the Services; and (e) the schedule or term for performance of the Services. PSE shall not be obligated to perform, and Customer shall not be obligated to pay for, any Services that are not specifically set forth in a Statement of Work.

4. Compliance. In performing any Statement of Work, PSE agrees to comply with Customer’s reasonable rules and regulations for access to and activities in and around premises controlled by Customer to the extent PSE has received advance written notice of such rules and regulations. Each Party agrees to comply with all applicable law in the performance of its responsibilities and obligations under this Agreement and any Statement of Work.

5. Audit. For a period of two (2) years after receipt of any invoice regarding a Statement of Work, either Party shall have the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of such invoice. If such examination reveals any inaccuracy, the necessary adjustments shall be made to such invoice, and payments or credits (as appropriate) shall be made promptly to correct such inaccuracy.

6. Interpretation. To the extent this Agreement and any Statement of Work contain inconsistent terms, the terms of the Statement of Work shall control.

7. **Notices.** Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be deemed to be effective upon receipt. Notice shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person(s) specified below.

Customer:
City of Sumner

Name: Jason Van Gilder
Title: Associate Engineer – Public Works
Address: 1104 Maple St. Suite 260
Sumner, WA 98390

Telephone: 253-299-5703

PSE:
Puget Sound Energy

Name: Daniel Aguirre
Title: Project Manager
Address: 355 110th Ave NE
Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change such name and address by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

Capitalized terms used in this Statement of Work, unless otherwise defined herein, have the meanings set forth in the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. and the customer identified on the signature page of the Agreement (the “Customer”).

1. Description of the Services:

In reliance upon the information provided by Customer pursuant to Section 2 below, PSE will provide engineering services related to its electricity delivery systems and future provision of electric service to Customer, in advance of and in support of Customer’s formal application to PSE for electric service. In connection with such services and with the cooperation of the Customer, PSE will:

- (a) Provide a transmission relocation design for overhead electrical transmission facilities 115,000 volts or less at the 115kV Alderton line
- (b) Any and all necessary survey, site visits, geotechnical reports and preliminary field work for a full and complete design package

2. Specifications, documents, data, information, services and other items to be furnished by Customer:

The Parties each acknowledge that the services provided by PSE pursuant to this Statement of Work will be based on the information provided by Customer as set forth Attachment 1 generally consisting of documents, plans, specification, information and data necessary for performance of services. The adequacy of such information provided by Customers will be determined solely by PSE.

3. Fees, reimbursable expenses and other compensation:

(a) Upon execution of this Statement of Work, Customer will pay PSE **\$67,024.04** as an initial payment for performance of services under this Statement of Work. This amount will be applied towards the total amount owed PSE by Customer for performance of the services. In the event the total amount owed PSE by Customer is less than initial payment amount, any the portion of the initial payment amount in excess of the total amount owed will be refunded by PSE to Customer within thirty (30) days of the completion of services under this Statement of Work.

(b) Customer shall pay PSE for all costs and expenses incurred by PSE in performing the services described in this Statement of Work as may be provided for in any and all applicable rates and tariffs on file with the Washington Utilities and Transportation Commission. For purposes of this Statement of Work, “costs and expenses” shall include, without limitation, any and all direct and indirect costs and expenses reasonably allocable or necessarily incurred by PSE in performing the services described herein including, but not limited to, the cost of labor, personnel, taxes, permits, approvals, assessments, inspections, tests, transportation, materials, supplies, equipment, tools, utilities, services, rental charges, consumables, premiums for bonds or insurance, disposal, overhead, administration, lifetime operations and maintenance costs of the PSE equipment and any other costs and expenses incurred by PSE.

(c) PSE will provide Customer with itemized invoices for amounts due PSE from the Customer pursuant to this Statement of Work. PSE shall submit invoices with reasonable detail to support the charges.

(d) Customer shall pay PSE within thirty (30) days of the date invoices are received by Customer.

(e) If Customer terminates this agreement prior to completion of the services described in Section 1, Customer shall reimburse PSE for all actual costs and expenses incurred by PSE through the date of such termination in accordance with Section 7 of the Standard Terms and Conditions.

4. Schedule:

Except as forth in Section 2.2 of the Standard Terms and Conditions, PSE makes no commitment to Customer as to any schedule for performance of the services described herein.

5. Other:

The Parties acknowledge that this Agreement is not a commitment to acquire or provide electric, and should any such service be provided to Customer, the provision of such service is a matter outside of the scope of this Agreement. It is further acknowledged by the Parties that any services not covered by this Statement of Work (if provided) will be provided subject to applicable rates and tariffs on file with the Washington Utilities and Transportation Commission or otherwise subject to the mutual written agreement of the Parties as approved by the Washington Utilities and Transportation Commission.

6. Points of Contact:

The point of contact for each Party shall be:

Customer:

City of Sumner

Name: Jason Van Gilder

Title: Associate Engineer – Public Works

Address: 1104 Maple St. Suite 260

Sumner, WA 98390

Telephone: 253-299-5703

PSE:

Puget Sound Energy

Name: Daniel Aguirre

Title: Project Manager

Address: 355 110th Ave NE

Bellevue, WA 98004

Telephone: 757-535-1716

Either Party may from time to time change the contact information by giving the other Party notice of such change in accordance with this section.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the dates set forth below their names.

Customer:
City of Sumner

Name: _____
Title: _____
Address: _____

Date: _____

PSE:
Puget Sound Energy

Name: _____
Title: _____
Address: _____

Date: _____

Attachment 1

Information Provided By Customer



Public Improvement Intake Form

For Franchise holders, Municipalities and Jurisdictional Authorities requesting relocation, modification, conversion or de-energization of PSE facilities in either a temporary or permanent fashion. All requests must be accompanied by a minimum 30% drawing and CAD file in order to be processed.

PROJECT INFORMATION				
Municipality Sumner		Department Public Works		
Project Address (General Area or Cross Streets if no address) North of 24th St E, between 142nd Ave E and E Valley Hwy		City Sumner	Zip Code	
Engineering Firm KPG, P.S.		City Tacoma	Zip Code 98402	
Design Contact for CAD files Nathan Mozer		Email nate@kpg.com	Phone 253-627-0720	
Jurisdiction Project Manager Jason VanGilder		Email JasonV@sumnerwa.gov	Phone 253-299-5703	
Jurisdiction Project Contact Doug Beagle		Email dough@sumnerwa.gov	Phone 253-299-5715	
City Right of Way Acquisition Contact	Status	Schedule	Email	Phone

REQUEST INFORMATION	
Type of Service Desired ☐ Feasibility ☒ Public Improvement Relocate ☐ Overhead to Underground Conversion	
Is There Federal Funding Associated With This Project? ☒ No ☐ Yes, FTA ☐ Yes, FHWA ☐ Yes, Other:	
Will any portion of the project exceed current ROW limits? Will Jurisdictional ROW Permit Cover Any Required PSE Facility Relocates? ☐ No ☒ Yes ☐ Unknown ☒ No ☐ Yes	
Provide Any Permit Requirements Beyond the ROW Permit: ☐ Critical Areas ☒ Environmental ☐ Other:	
Is There a Known Presence of Contaminated Soils Within The Project Limits? ☒ No ☐ Yes (If yes please submit the soil report with your application)	
Is The Extent of The Overlay/Restoration Project Greater Than The Project Limits? ☒ No ☐ Yes (If yes please submit the paving plan with your application)	
Does The City Desire to Install The Ducts And Vaults For This Conversion Project? Will New Electric Service Be Needed For This Project? ☒ No ☐ Yes ☐ No ☒ Yes kW Voltage	
Will Street Lights Be Installed With This Project? If Applicable: Will New Street Lights be City Owned? ☒ No ☐ Yes (If yes please submit street light plan with your application) ☐ No ☐ Yes	

Project Schedule			
Ad Date:	Construction Start Date:	Construction Completion Date:	PSE Delivery Date: ☐ Before Ad ☒ Before Construction ☐ During Construction

Project Information
Please provide an overview of the project. This should include what is to be constructed, proposed location, the reason why the project is being built, and expected outcome. The intent of this project is to construct a series of side channels off the White River to restore instream and floodplain habitat and provide additional flood protection along this corridor. Additionally, BNSF has plans to increase the number of rails within this area from 2 to 10 or more. This Work will required that the existing utilities (both underground and overhead) within the project area be relocated. Design has not yet been developed to 30%. We will share design submittals with PSE as they are completed and will continue to be in touch as design progresses.

Signature (Typed Signature is Acceptable) Nathan Mozer	Date January 4, 2019
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PUGET SOUND ENERGY
STANDARD TERMS AND CONDITIONS FOR SERVICES

These Standard Terms and Conditions for Services (“Standard Terms and Conditions”) are incorporated into and constitute a material part of the Engineering Services Agreement (the “Agreement”) between Puget Sound Energy, Inc. (“PSE”) and the customer identified on the signature page of the Agreement (the “Customer”). References in these Standard Terms and Conditions to “this Agreement” are intended to be references to the Agreement together with these Standard Terms and Conditions. PSE and Customer agree as follows:

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings:

“**Defaulting Party**” means a Party that has committed a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work.

“**Results**” means any and all plans, studies, reports, documents, data, specifications, designs, analysis, recommendations, estimates, drawings, information, notes, results and other items to be delivered to Customer by PSE as part of the Services under this Agreement and the applicable Statement of Work.

“**Services**” means the design, planning, development, engineering, management, coordination, implementation, installation and other services performed or to be performed by PSE under this Agreement and any applicable Statement of Work.

“**Statement of Work**” means a written order that is agreed upon and signed by both Parties for the performance of specific Services under this Agreement. The Parties presently anticipate that each Statement of Work shall be substantially in the form attached hereto as *Exhibit A*.

“**Terminating Party**” means, with respect to any Statement of Work, a Party that has given written notice of material breach or default and its intent to terminate such Statement of Work pursuant to Section 6 of these Standard Terms and Conditions.

Section 2. Performance of Services

2.1 Coordination. The Parties shall consult and cooperate to coordinate the Services with Customer’s other operations (e.g., to avoid substantial interference with Customer’s other operations by the Services, to avoid substantial interference with the Services by Customer’s other operations, and to provide for the effective, efficient, expeditious and orderly performance of the Services) and to enable and facilitate PSE’s performance of the Services. Without limiting the foregoing, Customer shall provide PSE access to Customer’s facilities and the Customer-furnished items as required for PSE’s performance of the Services and

PSE’s other obligations in accordance with the applicable Statement of Work and this Agreement.

2.2 Schedule. PSE shall use commercially reasonable efforts to perform the Services in accordance with any schedule set forth in the applicable Statement of Work. Neither Party shall be liable for, or be considered to be in breach or default on account of, any delay or failure to perform any Services due to any cause or condition beyond its reasonable control (including, but not limited to, any fire, storm, flood, wind and acts of God or the elements; strikes or lockouts; acts of public enemy or terrorist acts; acts of civil, military, or governmental authority; breakdown of or damage to any equipment, facilities or other property; unavailability of materials, supplies, equipment, transportation, services and other necessary items; and any act or omission of the other Party).

2.3 Changes. Any change in the Services shall be subject to agreement of the Parties. Either Party may, from time to time, propose changes in the Services to be performed under this Agreement (including, but not limited to, additions to the Services, the deletion of Services, changes in the schedule, order or priority of particular Services and changes in the Customer-furnished items). If any agreed-upon change in the Services causes an increase or decrease in the time required for the performance of any Services or in PSE’s costs to perform any Services, then the schedules for performance of such Services and the compensation payable to PSE shall be equitably adjusted. If the Parties agree upon any such change and related adjustments, the Parties shall prepare, agree upon and sign an amendment to the applicable Statement of Work or other written instrument evidencing such agreement.

2.4 Review of Results. Customer shall promptly review all Results and other items furnished to Customer in connection with the Services and immediately notify PSE of any defect, deficiency, error or nonconformity known to or discovered by Customer.

Section 3. Compensation

3.1 Amount. Customer shall pay PSE for the Services described in any Statement of Work (as changed, amended or modified by agreement of the Parties from time to time) in accordance with the rates, charges, reimbursable expenses and other amounts specified in the applicable Statement of Work, together with any applicable sales, use, excise and other taxes.

3.2 Customer Delays. If Customer delays (e.g., by request or other action or inaction) the performance of any Services by PSE, then Customer shall pay PSE for any increase in PSE's costs as a result of the delay.

3.3 Payment. Unless otherwise specified in the applicable Statement of Work, PSE shall issue itemized invoices for amounts payable monthly. Customer shall pay such amounts within thirty (30) days after receipt of PSE's invoice. Any amount not paid when due shall be subject to finance charges equal to one percent (1.0%) per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. PSE may accept any check or payment in any amount without prejudice to PSE's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction or as an account stated.

Section 4. Points of Delivery For Electric Service and Gas Service

4.1 Primary Voltage Systems. For overhead or underground primary voltage systems, the point of delivery and metering shall, unless otherwise agreed to by PSE, be at a point on the property line of the premises to be served that is, in PSE's sole judgment, most conveniently located with respect to PSE's transmission or distribution system. Customer shall install, own, and maintain all electrical equipment and facilities on the load side of the primary metering facilities.

4.2 Underground Secondary Voltage Service. For underground service at secondary voltages, the point of delivery shall be at (a) the load side of the transformer or secondary handhole if located on the private property being served or (b) the property line if the distribution facilities are located on a public right-of-way. The transformer, handhole, or secondary connection location shall be at the point that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities. Customer shall install, own, and maintain all secondary facilities on the load side of the transformer or secondary handhole.

4.3 Overhead Secondary Voltage Service. For overhead service at secondary voltages, the point of delivery shall be at a point on the outside of the structure to be served that is, in PSE's sole judgment, most conveniently located with respect to the PSE's distribution facilities.

4.4 Point of Delivery for Gas Service. The point of delivery, unless otherwise specified by PSE, is that location on the Customer's premises where PSE's system and Customer's system are interconnected and the gas is metered.

4.5 Relocation of Points of Delivery. Any costs and expenses incurred by PSE in connection with moving electrical line extensions to a location other than that which PSE would deem most convenient, or in connection with upgrading or increasing the capacity of electrical line extensions shall, to the extent that such moving, upgrading or capacity increase results from a Customer request, be paid by Customer prior to the commencement of construction and shall not be refundable or otherwise used to offset any amounts owed by Customer to PSE.

4.6 Ownership of Facilities. PSE shall own, operate, and maintain all electric distribution facilities installed by PSE pursuant to this Agreement or any Statement of Work.

Section 5. Limited Warranty and Remedy

5.1 Limited Warranty. PSE warrants that the Services and any Results shall comply in all material respects with the specifications and other requirements set forth in the applicable Statements of Work. PSE shall use commercially reasonable efforts to correct any Services or Results that do not comply with the foregoing warranty, provided that Customer notifies PSE of such noncompliance within thirty (30) days after performance of such Services or delivery of such Results, as the case may be.

5.2 Exclusivity. THE WARRANTY AND REMEDY SET FORTH IN PARAGRAPH 5.1 ARE EXCLUSIVE. EXCEPT AS SET FORTH IN PARAGRAPH 5.1, PSE HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES, RESULTS OR OTHER ITEMS PROVIDED BY PSE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

Section 6. Ownership of Results; License and Confidential Information

6.1 Ownership of Results; License. Any Results or other items delivered by PSE to Customer in connection with the Services or otherwise under this Agreement shall be owned exclusively by PSE. PSE hereby grants to Customer and to Customer's subcontractors, an irrevocable, perpetual, nonexclusive, paid-up license, to use and reproduce the Results delivered to Customer under this Agreement for purposes of receiving electric service from PSE at the location referred to in the applicable Statement of Work. Customer and its subcontractor(s) shall not use or reproduce such Results for any other purpose.

6.2 Confidential Information. In the course of performance under this Agreement, either Party may disclose certain confidential or proprietary information to the other Party. In the event any confidential or proprietary information is provided, unless otherwise specifically authorized by the disclosing Party, the receiving Party shall (a) use such information solely for the purposes for which it is provided by the other Party, (b) not disclose such information to any third party other than the subcontractors of the receiving Party without the disclosing Party's consent (which may be granted or withheld in the disclosing Party's sole discretion) and (c) otherwise protect such confidential information from unauthorized use and disclosure to the same extent that it protects its own confidential and proprietary information of a similar nature, but in any event, to a standard of care no less protective than a reasonable person would use to protect its confidential information. This paragraph shall not apply to any information that (i) is or was acquired by the receiving Party from a third party and is not subject to an obligation restricting the receiving Party's use or disclosure thereof; (ii) is independently developed by the receiving Party without reliance upon or use of the confidential or proprietary information of the other Party; or (iii) is or has become generally publicly available through no fault or action of the receiving Party. Further, this paragraph shall not apply to any use or disclosure that is required by applicable law, legal process or governmental authority; provided, that the receiving Party shall give the disclosing Party reasonable advance notice of any disclosure of such information (e.g., so as to afford the disclosing Party a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure). The respective rights and obligations of each Party under this Section 6 shall survive any termination or completion of this Agreement or any Statement of Work.

6.3 Equitable Relief. In the event of any breach of the provisions set forth in Paragraph 6.2, the disclosing Party may suffer irreparable harm and have no adequate remedy at law. In the event of such breach or the threat of such breach, the disclosing Party shall be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies.

6.4 Recovery. The prevailing Party shall be entitled (in addition to any and all other remedies) to recover any and all costs and expenses (including, without limitation, reasonable attorneys' fees) that it may incur in connection with any legal action to enforce Paragraph 6.2 or to recover damages or other relief on account of any breach of Paragraph 6.2.

Section 7. Termination of Statements of Work

7.1 Notice of Material Breach or Default. If either Party commits a material breach or default in the performance of any of its obligations under this Agreement or any Statement of Work with respect to any Services, then the other Party may give the Defaulting Party written notice of

the breach or default (including, but not necessarily limited to, a description of the Services with respect to which the breach or default has occurred, a statement of the facts relating to the breach or default, the provisions of this Agreement or any applicable Statement of Work that are in breach or default, and the action required in the non-breaching Party's view to cure the breach or default) and the Terminating Party's intent to terminate the Statement of Work covering such Services pursuant to this paragraph if the breach or default is not cured within thirty (30) days after the Defaulting Party's receipt of such notice (or such later date as may be specified in such notice).

7.2 Notice of Termination in the Event of Default. If the Defaulting Party fails to cure any material breach or default specified in any notice under Paragraph 7.1 within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Terminating Party may terminate the Statement of Work covering the Services with respect to which such breach or default has occurred and is continuing by giving the Defaulting Party written notice of such termination.

7.3 Effect of Termination. If any Statement of Work is terminated pursuant to and in accordance with this Section 6, then, unless otherwise specifically provided for in the applicable Statement of Work, the following shall apply: (a) the Parties shall cooperate to effect an orderly, efficient, effective, expeditious and safe termination of the Parties' respective activities under the terminated Statement of Work; (b) PSE shall return to Customer any and all Customer-furnished items delivered by Customer to PSE under the terminated Statement of Work; (c) PSE shall provide Customer with any Results and other deliverable items completed up to and including the effective date of termination; (d) PSE shall have no obligation to perform any Services under the terminated Statement of Work after the effective date of the termination; (e) Customer shall pay to PSE any fees, reimbursable expenses, compensation or other amounts payable for the Services performed under the terminated Statement of Work prior to the effective date of the termination, together with any costs (including, without limitation, any restocking costs and costs to close trenches) that PSE incurs in connection with the orderly, efficient, effective, expeditious and safe termination of PSE's activities under the terminated Statement of Work; (f) any and all liabilities accrued prior to the effective date of the termination shall survive; and (g) the Parties' respective rights and obligations under Sections 3, 4, 5 and 7 of these Standard Terms and Conditions with respect to any Services covered by the terminated Statement of Work shall survive.

7.4 Termination for Convenience. Customer, in its sole discretion, may terminate this Agreement and/or any or all Statements of Work by providing PSE not less than ten (10) days' written notice of such termination. If this Agreement or any Statement of Work is terminated pursuant to this provision, then, unless otherwise specifically provided for in the applicable Statement of Work, the provisions of Paragraph 7.3 above shall apply.

Section 8. Miscellaneous

8.1 Mutual Release

(a) Customer hereby releases PSE, PSE's directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "PSE Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage extent arising from PSE's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

(b) PSE hereby releases Customer, Customer's respective directors, officers, employees, contractors, and representatives, and the respective successors and assigns of each and all of the foregoing (collectively, the "Customer Indemnitees") from any and all liability arising from or in connection with any bodily injury or property damage to the extent arising from Customer's negligence in the performance of or failure to perform its responsibilities and obligations under this Agreement.

8.2 Limitations. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SERVICES, OR ANY RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6, THE TOTAL LIABILITY OF EITHER PARTY (WHETHER IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE) WITH REGARD TO THIS AGREEMENT, THE SERVICES, RESULTS OR ANY OTHER ITEMS PROVIDED UNDER ANY STATEMENT OF WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO PSE UNDER THE APPLICABLE STATEMENT OF WORK.

8.3 Independent Contractor. PSE shall be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement. This Agreement shall not be interpreted or construed as (a) creating or evidencing any association, joint venture, partnership or franchise between the Parties, (b) imposing any partnership or franchisor obligation or liability on either Party or (c) prohibiting or restricting PSE's performance of any services for any third Party.

8.4 Assignment. Neither Party shall assign this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld. Subject to the foregoing restriction on assignment, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

8.5 Nonwaiver. Any failure by either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any right or remedy under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall be and remain in full force and effect.

8.6 Applicable Law; Jurisdiction. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington without reference to its choice of law principles to the contrary. Customer hereby irrevocably consents to the jurisdiction and venue of the federal, state and local courts located in King County, Washington, U.S.A., in connection with any action arising out of or in connection with this Agreement, the Services or any Statement of Work.

8.7 Entire Agreement. This Agreement (including all Statements of Work) constitutes the entire agreement, and supersedes any and all prior agreements, between PSE and Customer with respect to the Services. No amendment, modification or waiver of any of the provisions of this Agreement or any Statement of Work shall be valid unless set forth in a written instrument signed by the Party to be bound thereby.

SUBJECT: WWTF Dryer Discussion

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. PowerPoint Presentation
 - 2.
-

STAFF CONTACT: Jason Van Gilder, Associate City Engineer

SUMMARY BACKGROUND:

The City of Sumner, in conjunction with the City of Bonney Lake, operates a Wastewater Treatment Facility (WWTF) that produces a Class A Biosolid that allows for a relatively cost effective disposal of biological waste materials from the WWTF process. The dryer used in the creation of the Class A biosolid is approaching the end of its service life. Staff is recommending that the City procure engineering services from a firm capable of assisting the City with projects to modernize the biosolids equipment.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/7/2021

COMMITTEE RECOMMENDATION: No council action is anticipated at this time.

STAFF RECOMMENDATIONS/MOTION:

No council action is anticipated at this time.



Biosolids at the Sumner / Bonney Lake WWTF

Jason Van Gilder
Associate City Engineer
City of Sumner

Agenda

- Plant Overview
- Dryer Issues
- Next Steps



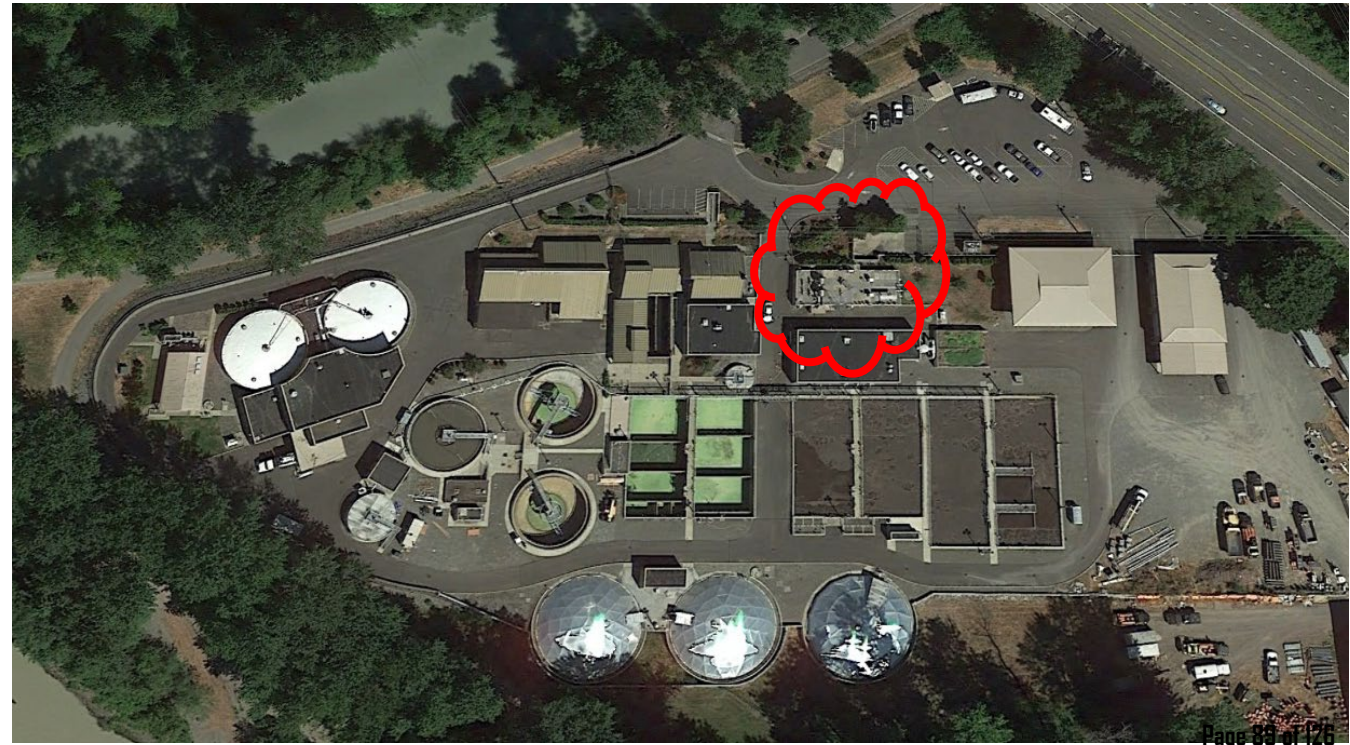
Plant Overview



Plant Overview

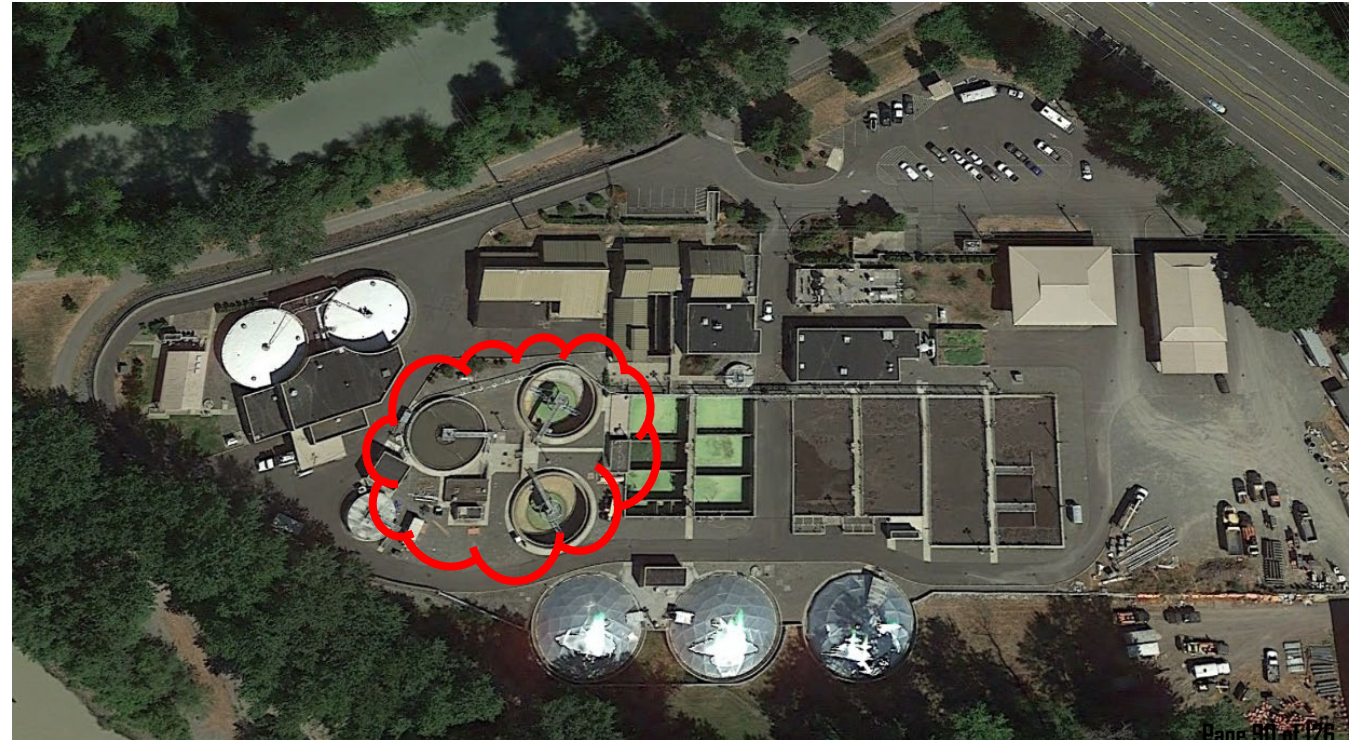
Headworks

Measuring, Sampling, Screening



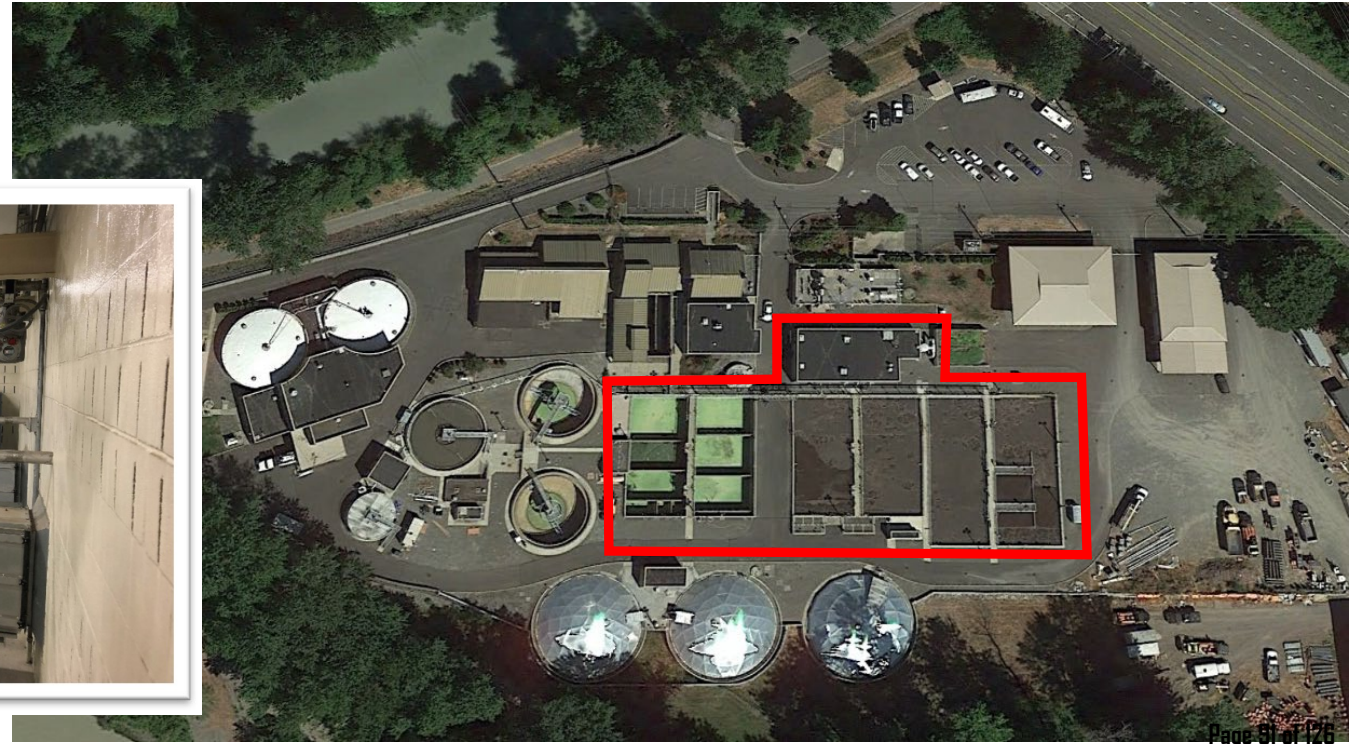
Plant Overview

Primary Clarifiers Grit Removal



Plant Overview

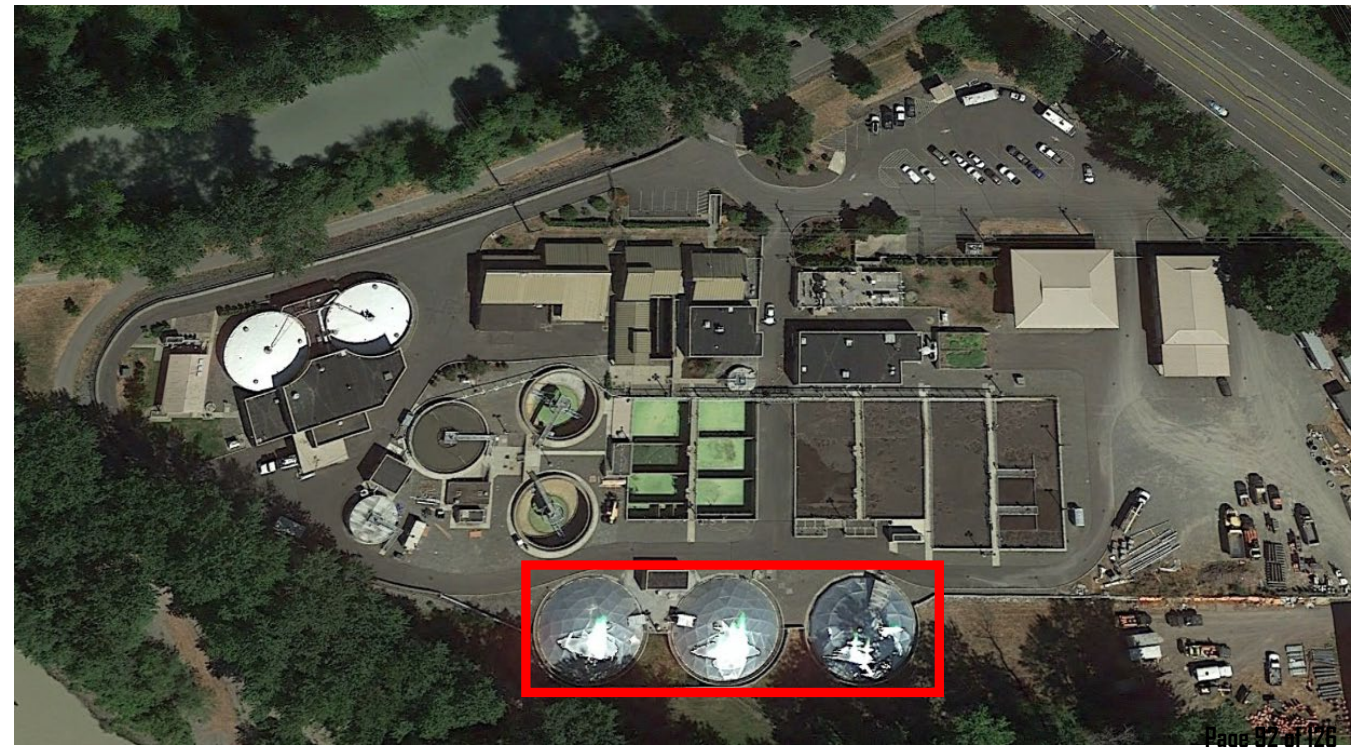
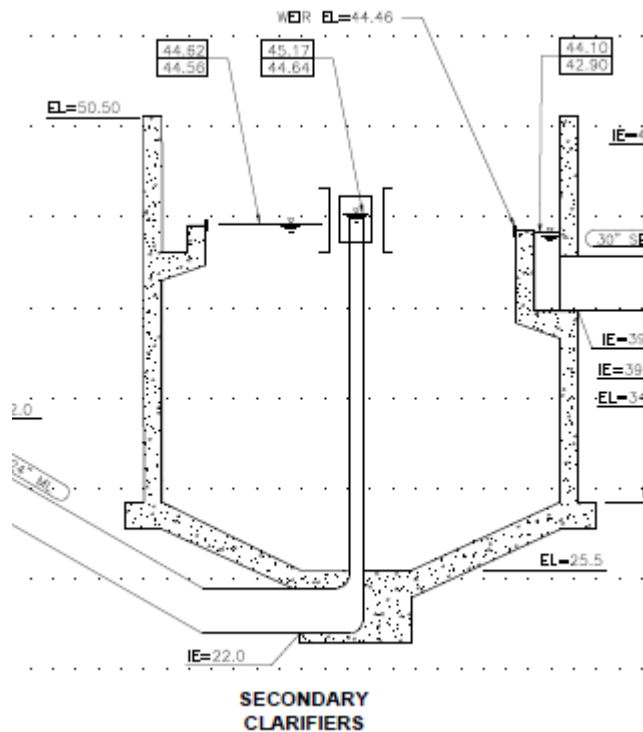
Aeration Basins Growing Bugs



Plant Overview

Secondary Clarifiers

Sorting Water



Plant Overview

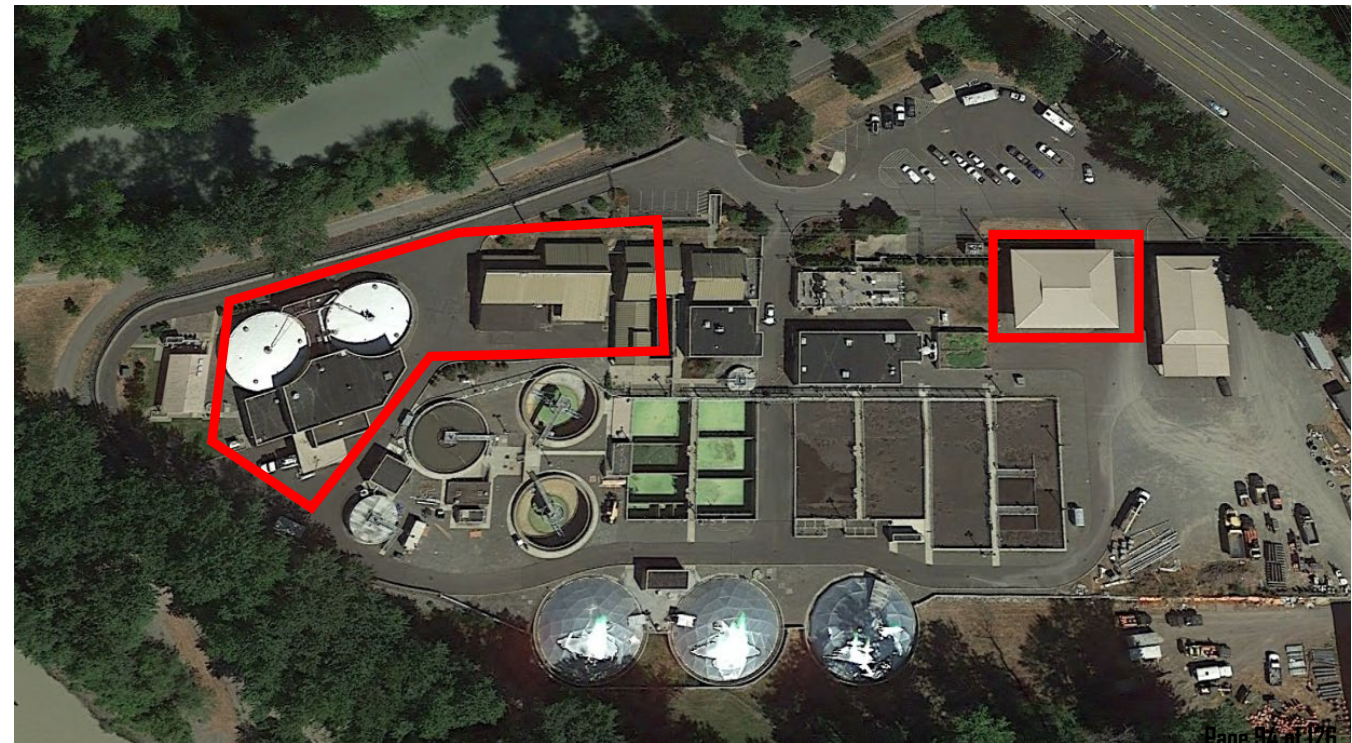
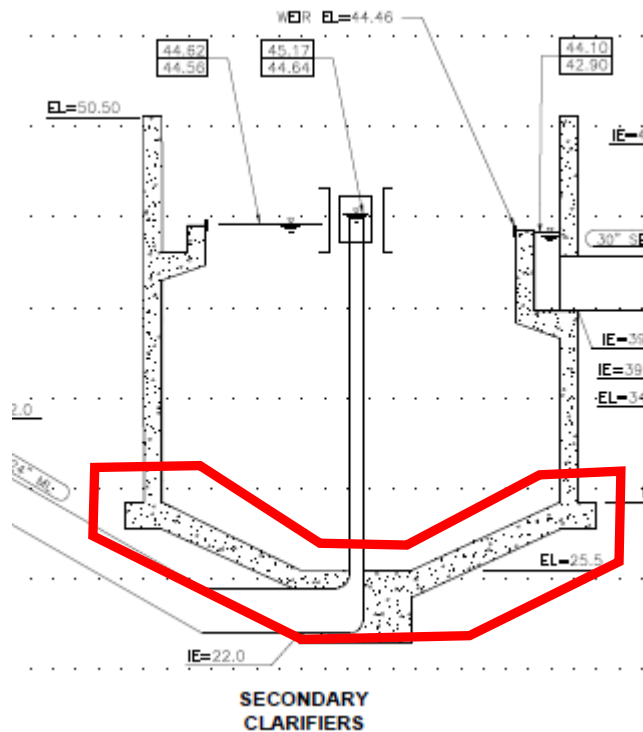
UV Disinfection

Killing viruses before discharging to the White River



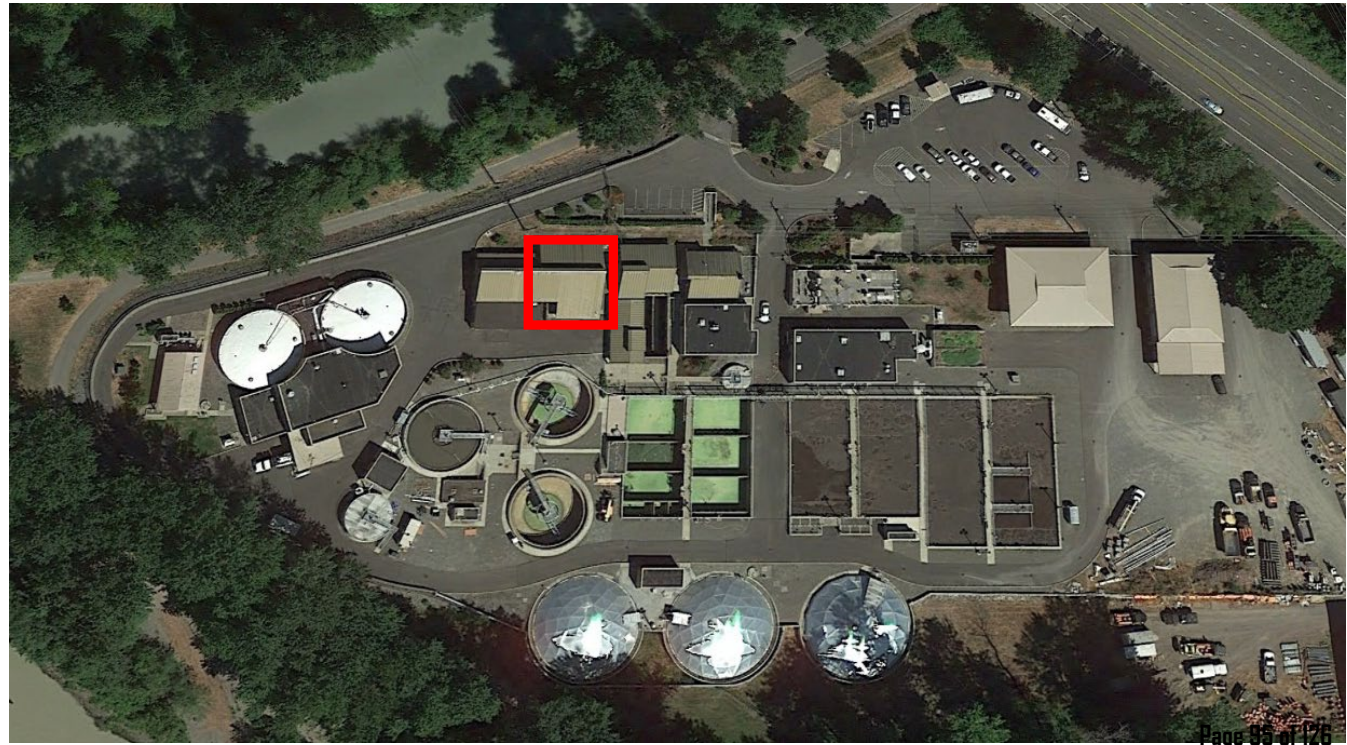
Plant Overview - Biosolids

Removed Solids



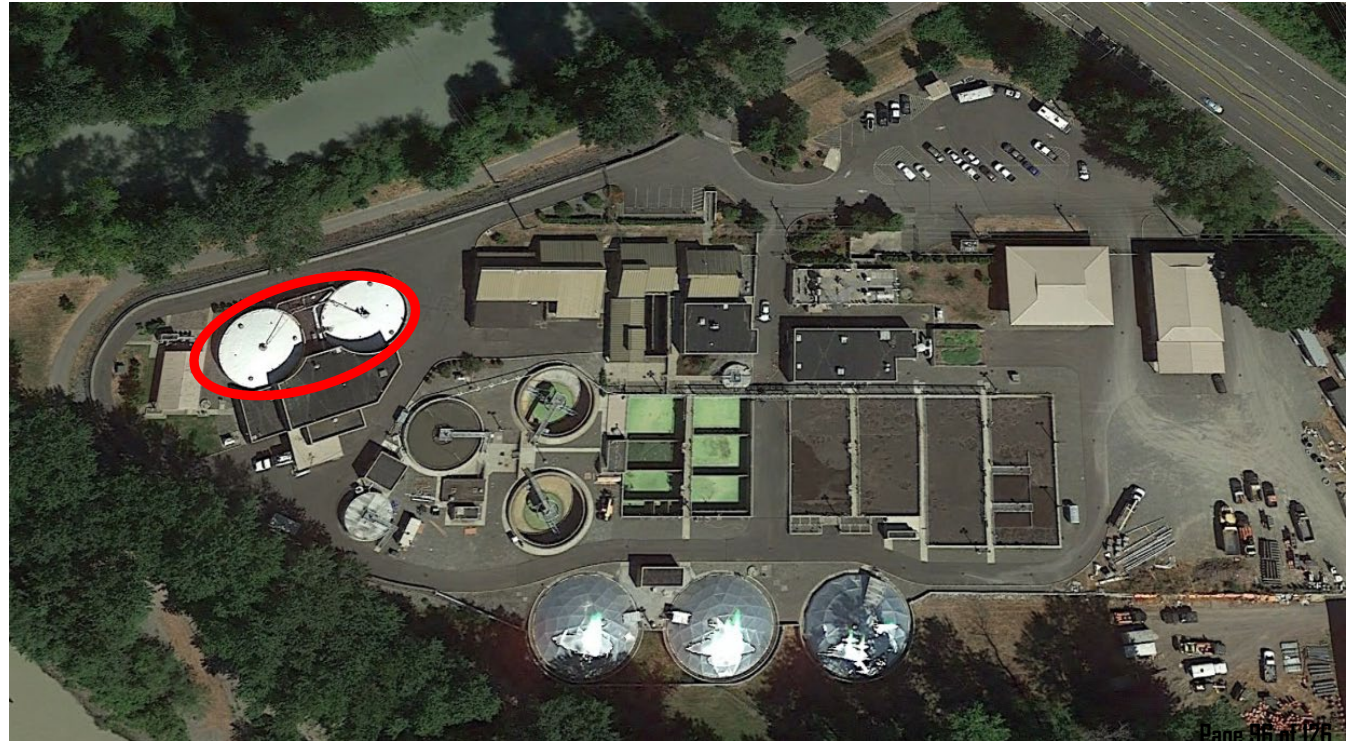
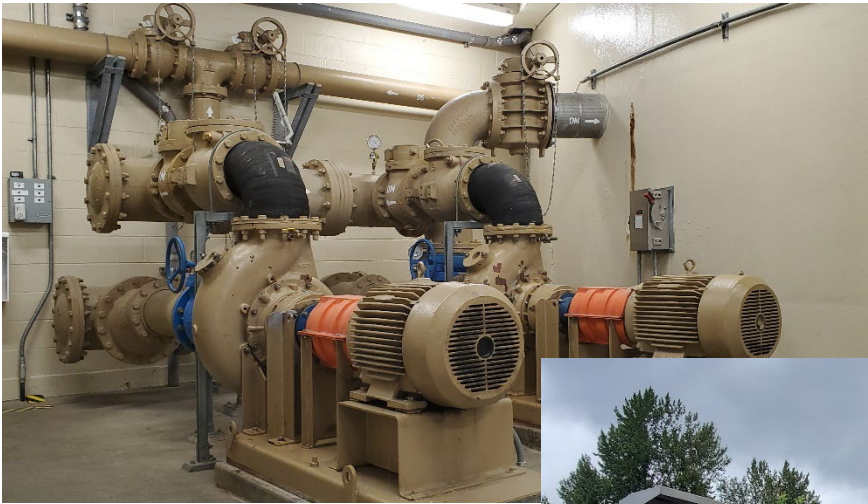
Plant Overview - Biosolids

Dissolved Air Flootation Thickener



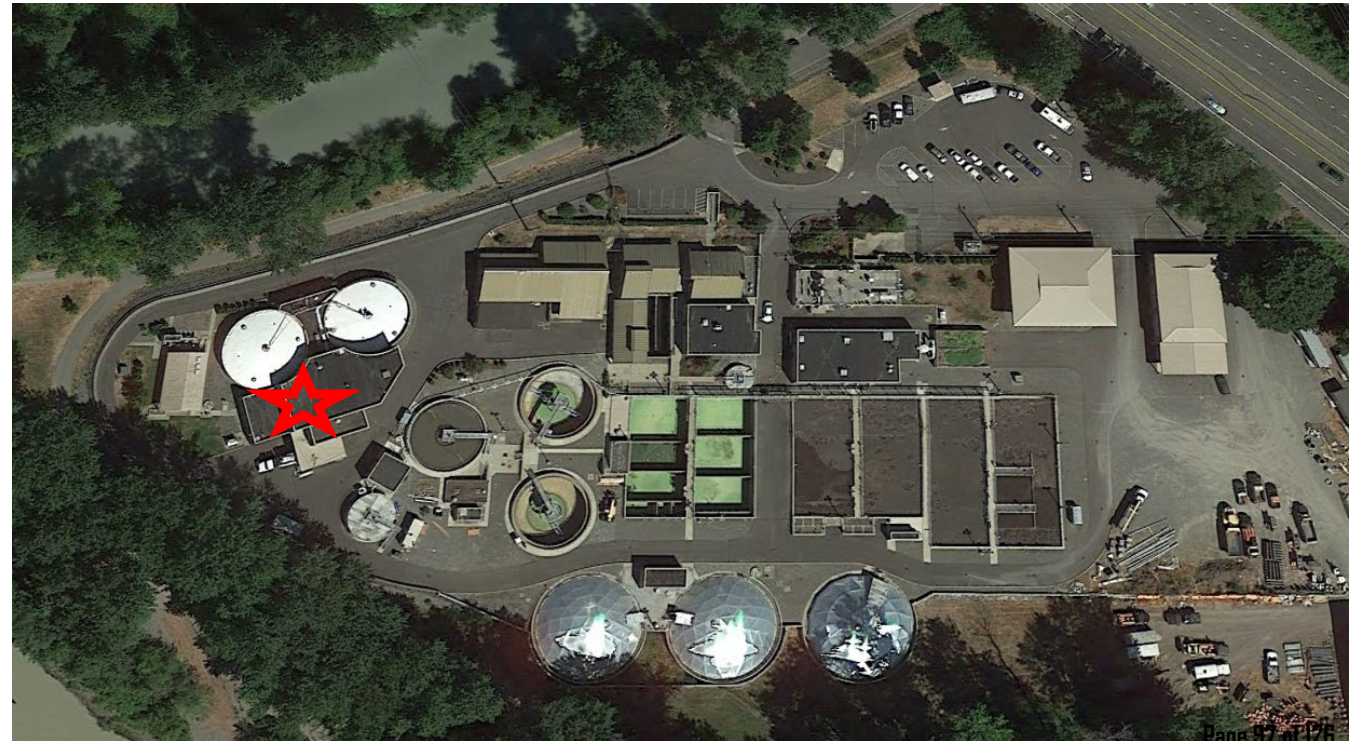
Plant Overview - Biosolids

Digestors



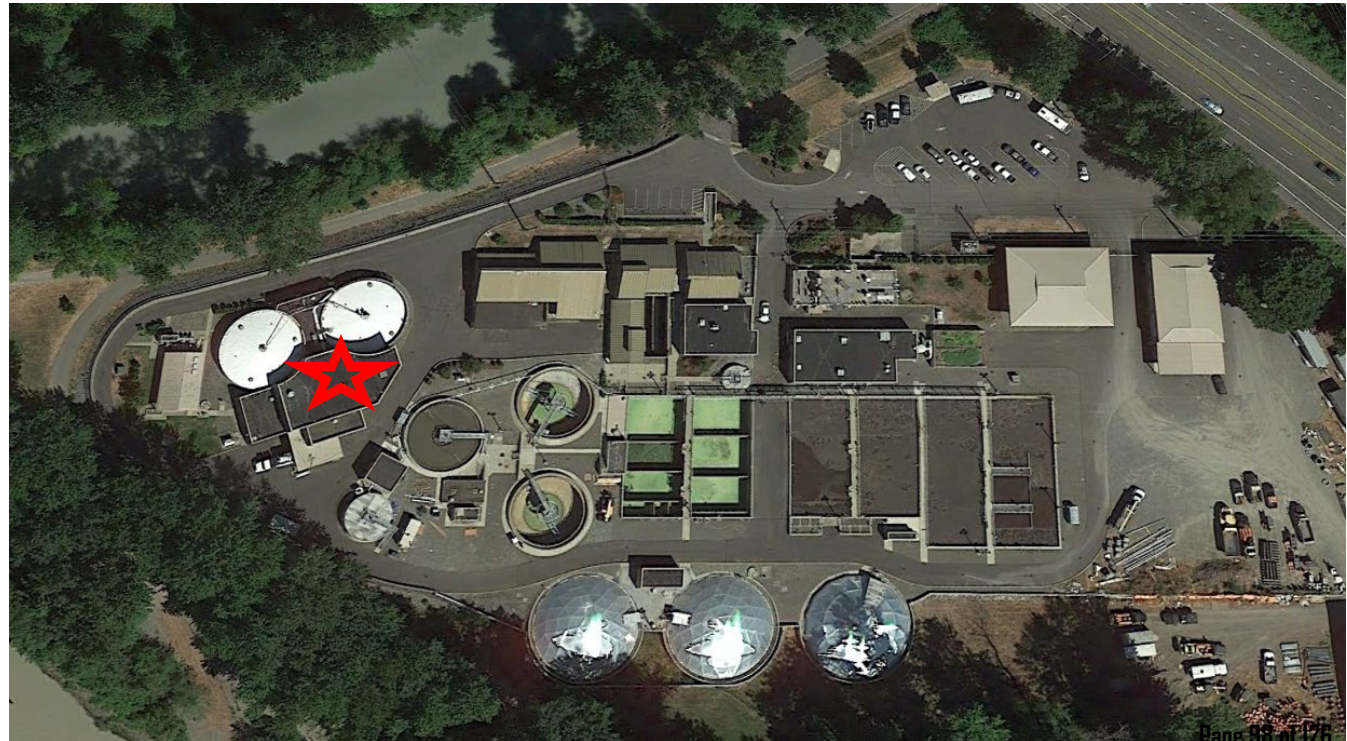
Plant Overview - Biosolids

Centrifuge



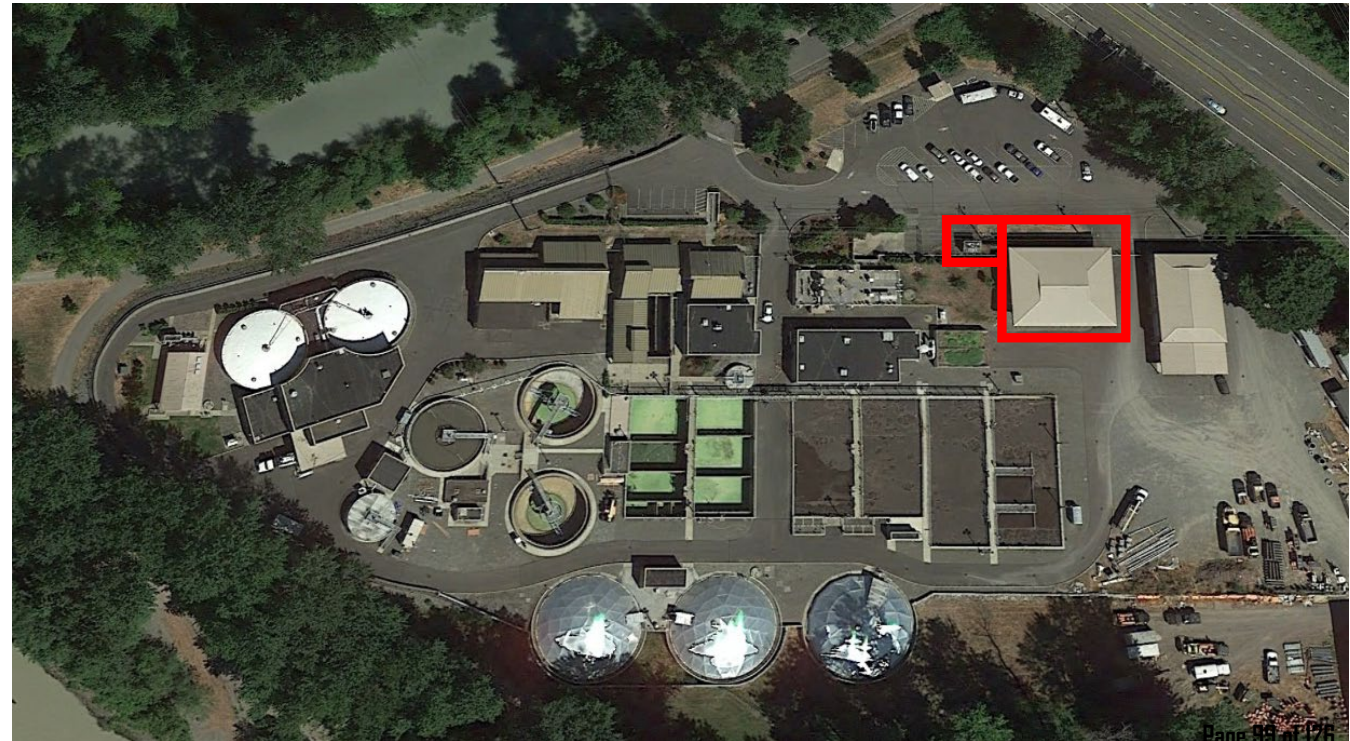
Plant Overview - Biosolids

Dryer



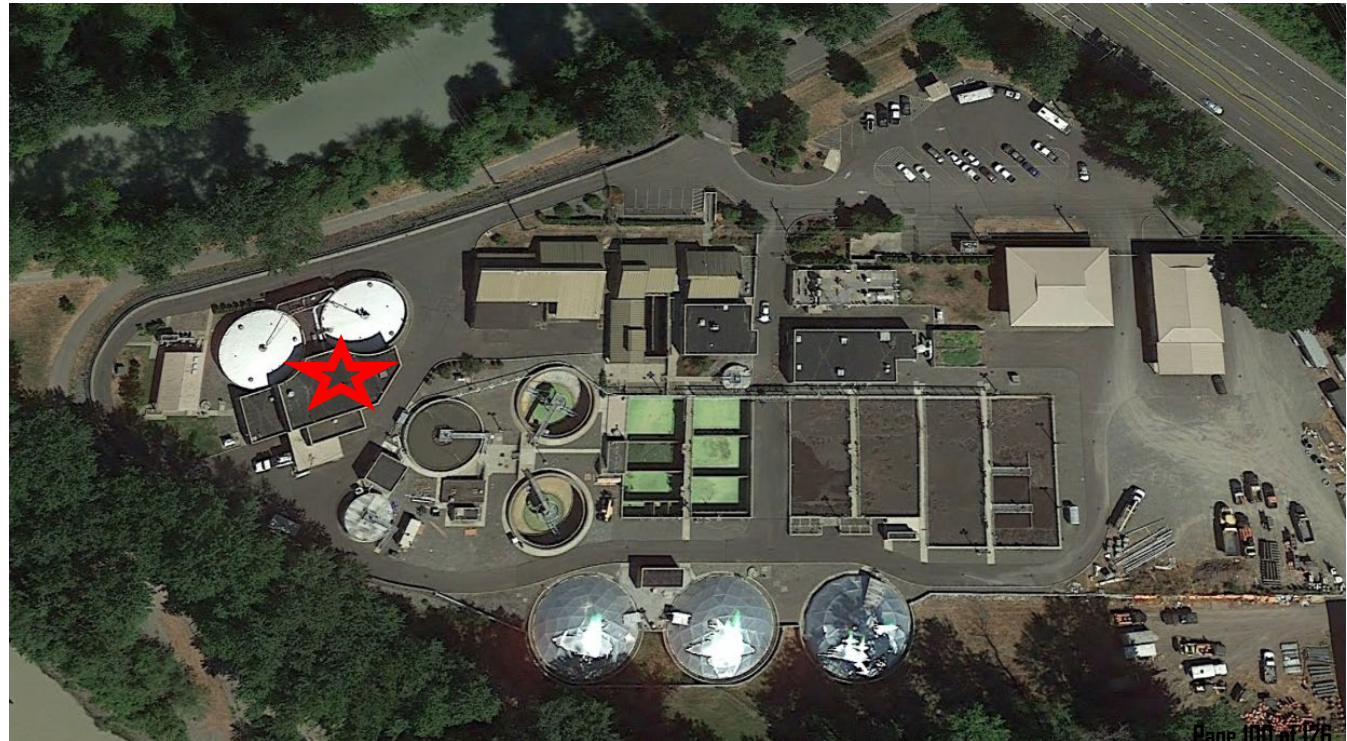
Plant Overview - Biosolids

Class A Biosolids

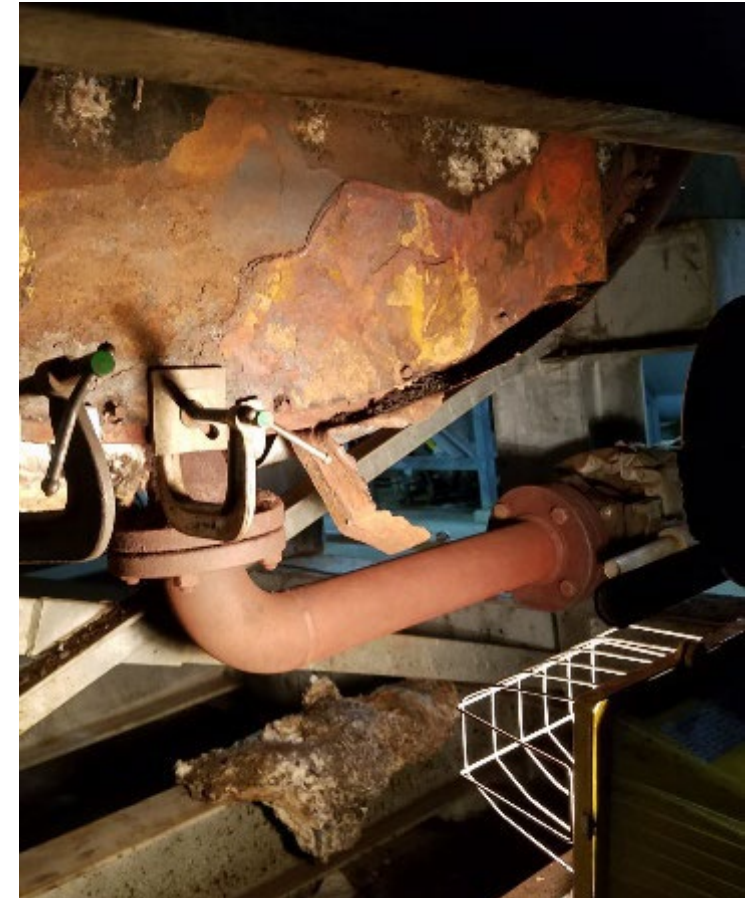


Plant Overview - Biosolids

Dryer



Dryer Issue



Dryer Issue

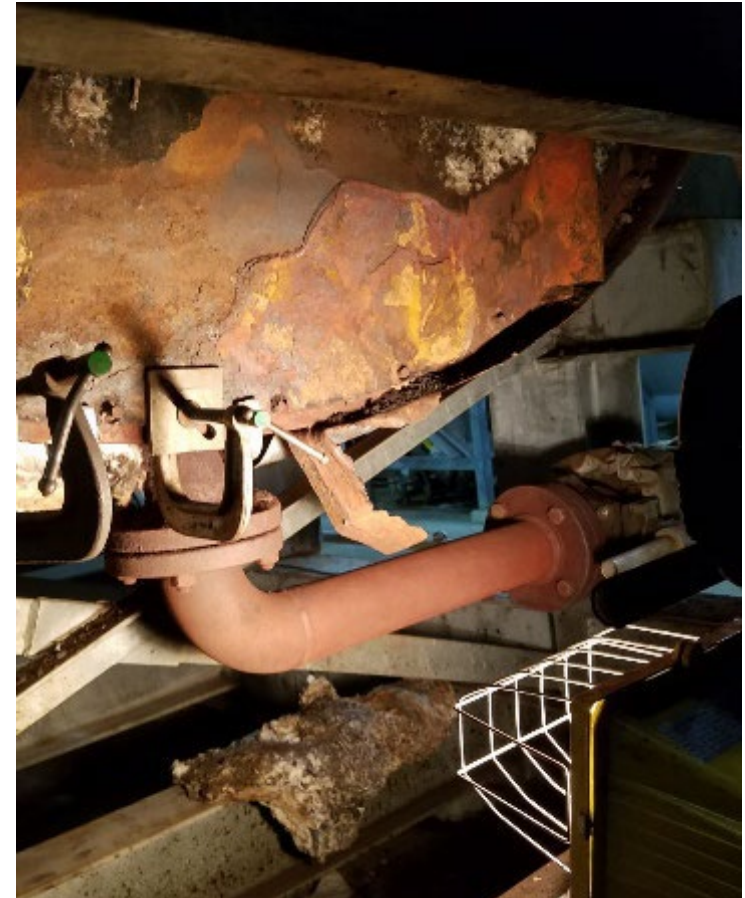
- “OEM” Service Challenges
- Contracting Challenges
- Project Challenges
- Alternative Contracting Options
- Equipment Replacement Options



Dryer Issue

Replacement budgeted in '21-22 utility model

- Circa 2026 at \$6M
- Currently considering expediting the project.



Steps Forward

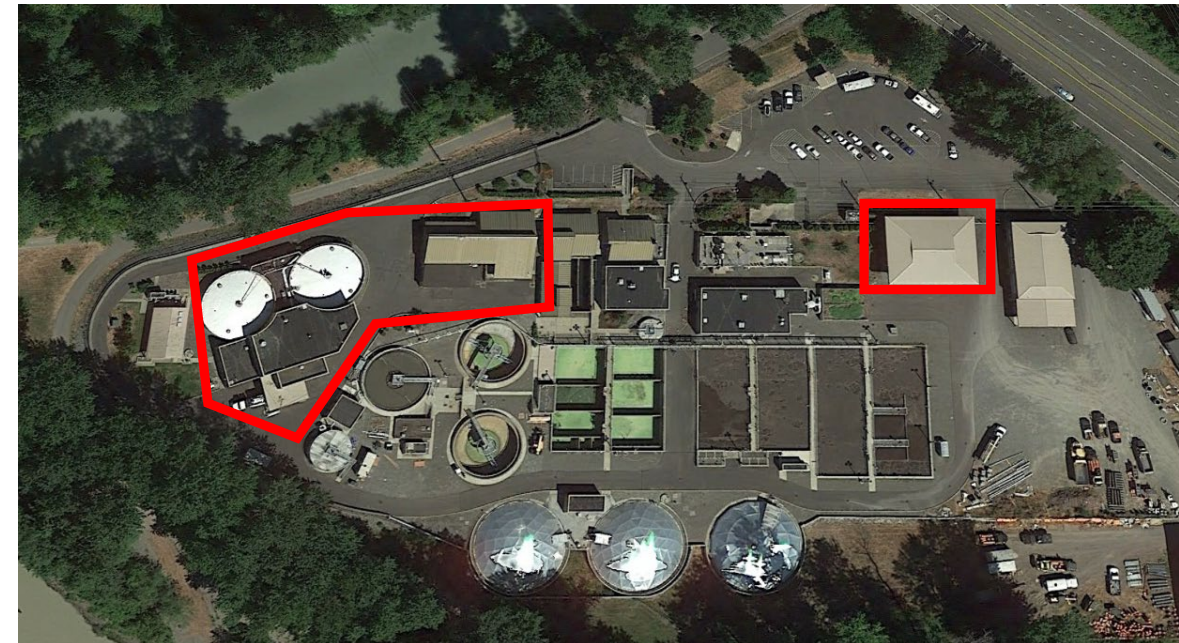
Drafting an RFQ for Engineering Services

Engineering Study in 2021-2022

- Facility/ Engineering Plan
- Assess DAFT, Waste Gas Burner, and other biosolids components.
- Grant and Financing Options

Final Design 22-23?

Construction ??





Monthly Project Management Report

September 2021

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Major Projects

Project: Bridge Street Bridge Replacement (13-01)		Project Manager: Andrew Leach	Budget: \$12,000,000
Finance: \$9,600,000 BRAC Grant, \$1,069,360 Sumner REET and \$1,333,640 TIB			
Description: Design and Construct a replacement bridge for Bridge Street.			
Schedule/Milestones: ■ Selection of Design Consultant (02/13) ■ Design Consultant Contract Award (03/13) ■ Environmental Review complete (11/15) ■ ROW Acquisitions (12/16) ■ Design Complete (01/17) ■ Construction Contract Award (04/17) ■ Construction Complete (12/20)		Status: City is working on the closeout process with WSDOT and contractor. Contractor is working on punchlist items. Final pavement is down. Contractor is working on final items. The last one-third of the new bridge is under construction. The old bridge has been removed. Traffic switched over to new bridge on October 8th. Construction has begun	
Next Critical Activities (dates): Project Acceptance (10/21)		SB Structures was awarded the construction contract at the 4/17/17 Council Meeting. The Pre-Construction meeting for this project is scheduled for 5/4 at 10:00 a.m.	
Next Council Actions (dates): Project Acceptance (10/21)		The City recently went out to bid for the construction of this project. The bid opening is scheduled for 3/31/17.	
Next Public Actions (dates):		Federal NEPA review has been completed. Right-of-way acquisition has begun. Currently waiting for the final environmental review from DOE. A request has been submitted to WSDOT to proceed with the right-of-way acquisition. A Shoreline Permit Hearing is scheduled for September 10 th .	

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

Project: East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)		Project Manager: Michael Kosa	Budget: \$2,000,000
Description: Complete the design and construction of a regional stormwater pond and relocation of Salmon Creek on City properties located near Sumner Tapps Hwy, between 64 th St E and 60 th St E.			
Schedule/Milestones: ☒ Design Consultant Contract Award (09/13) ☒ Design Complete (07/15) ☒ Construction Contract Award (08/15) ☒ Construction Complete (12/19) ☐ Complete Plant Establishments (01/22)		Status: Project in plant establishment period. Project 90% constructed. 60th reopened to traffic, there are no other major traffic impacts planned during project. Work restarted July 2019. The culvert has been delivered to the site. 60th Street may be closed for culvert installation, depending on contractor availability. Corps permit secured, contractor beginning project restart. The City is currently waiting on permit approval from the Army Corps of Engineers. Permit meeting occurred on site and an ESA consultation is pending. The contractor is currently on winter shutdown. Contractor to start work mid-September. Plantings at the mitigation site are 100% complete. Contractor to provide construction schedule for Mitigation Pond the week of 8/8/16. Contract has been suspended until further notice.	
Next Critical Activities (dates): Plant Establishment (01/22)			
Next Council Actions (dates): Project Acceptance (06/22)			
Next Public Actions (dates):			

Project: 166 th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (10% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP)			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ☒ Consultant Award (12/18) ☒ Intersection Control Evaluation (6/20) ☒ Concept Report Complete (07/20) ☐ Preliminary Design Approval (3/22) ☐ Complete Fish Passage Culvert Design/Permitting (6/22) ☐ WSDOT Preliminary Design Approval (2/22) ☐ Design/ROW Complete (2/25) ☐ Construction Complete (12/27)		Status: Design Development underway for preliminary roadway and culvert/creek design. Updated scope in progress. Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): Complete Preliminary Plans (12/21)			
Next Council Actions (dates):			
Next Public Actions (dates):			

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

Project: Left Bank Setback/White River Restoration (14-10)	Project Manager: Doug Beagle	Budget: \$60 Million	Finance: \$
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event			
Schedule/Milestones: ☒ Selection of Design Consultant (09/14) ☒ Design Consultant Contract Award (09/14) ☐ Design Complete (1/22) ☐ Bid Award (3/22) ☐ Construction Complete (12/25) ☐ ROW Acquisition (TBD) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)	Status: Permit Submitted to Army Corp April 2021, out for Public Comment Moving from 65% TO 90% Plans NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8. Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11th. Hydraulic and Sediment models are under review. The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2nd is with Natural Systems Design.		
Next Critical Activities (dates):			
Next Council Actions (dates): ROW Acquisition (TBD)			
Next Public Actions (dates):			

Project: Pacific Pointbar / Stewart Setback (14-10)		Project Manager: Robby Wright	Budget: \$59,474,432
Description: Over 30 acers of floodplain reconnection and fish habitat. Installation of a floodwall along 16th and levee along 140th for increased flood protection.			
Schedule/Milestones: ☐ 90% Design Complete (12/22) ☐ Property Acquisitions Complete (12/24)		Status: Bushore property acquired and boarded up. Request for bids to demo Bushore and Eagle Asphalt planned for September. Researching asbestos testing costs. Goal to have completed tests in August.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Decant Facility (15-02)		Project Manager: Michael Kosa	Budget: \$747,000	Finance: \$390K Ecology Grant
Description: Design and construct upgrades to the Decant Facility. Improvements will include a concrete slab and a pre-engineered metal building.				
Schedule/Milestones: ■ Selection of Design Consultant (10/16) ■ Design Consultant Contract Award (11/16) ■ Design Complete (04/17) ■ Construction Contract Award (09/17) ■ Construction Complete (11/19) ■ Asphalt Contractor Selected (6/21) ■ Start Construction (8/21) □ Construction Complete (9/21)		Status: Asphalt Paving Complete, Landscaping remaining Asphalt pavement work begins in mid-August Asphalt pavement work advertising for construction as small works project Project awaiting asphalt pavement after SR 410/Traffic Ave Interchange Contractor is complete Project in closeout Working on final Ecology Reimbursement. Stormwater pond construction is complete. Project is entering close out. Negotiating change order with contractor to construct stormwater pond required by Ecology. Coordinating plans with ecology, plan to construct storm water pond and asphalt paving in 2019. Notified of \$390K Ecology Grant Building construction complete. Investigating adding asphalt driving surface to project. This project is under construction and the contractor is currently working on final completion and punchlist. This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		
Next Critical Activities (dates): Begin Construction (8/21)				
Next Council Actions (dates): N/A				
Next Public Actions (dates): N/A				

Project: 410/Traffic Ave Interchange (15-04)	Project Manager: Andrew Leach	Budget: \$17,000,000; Construction 100% grant funded
Description: Construct a new overpass for the SR 410/Traffic Ave Interchange to meet the demands of freight and commuter traffic.		
Finance: <i>Design:</i> Sound Transit \$100K, WA State Legislature #1 \$300K, Private Dev. \$75K, Port of Tacoma #1 \$11.5K, City of Sumner \$75K, STP Grant \$313K <i>Construction:</i> FIMSB \$2.5M, Sound Transit \$5.0M, Port of Tacoma #2 \$45k, WA State Legislature #2 \$500K, Private Development \$1.0M, TIB \$3M		
Schedule/Milestones: ☒ Selection of IJR Consultant (10/15) ☒ Preliminary Design Consultant Contract Award (08/16) ☒ Final Design Consultant Contract Award (07/17) ☒ Final Design Complete (12/18) ☒ Construction Contract Award (07/19) ☐ Construction Complete (12/21)	Status: Contract is in the plant establishment period of the project. Contractor has completed final paving. Contractor is now working on streetlights and landscaping. New signals have been installed. Contractor is working near final paving. Contractor is working on new signals on either end of the new bridge. Construction on new bridge has started. Construction has begun, contractor is working on temp water main. Ceccanti, Inc. was awarded the contract at the July 22nd special council meeting. A preconstruction meeting will be scheduled for early August. Bids opened 7/3/19 The final design is currently underway. The consultant agreement with Parametrix has been executed and the final design will begin in July.	

Project: Operations Facilities (17-13)	Project Manager: Doug Beagle	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment. The current shops facility will be modified to house the Parks & Facilities maintenance staff and equipment as well as the community float, 1932 Kenworth fire engine, DARE GTO and the Police Department's impound and oversized evidence.		
Schedule/Milestones: ☒ Consultant Services Contract (08/18) ☐ Design Complete (1/22) ☐ Construction Contract Award (TBD) ☐ Construction Complete (9/23)	Status: Consultant working towards 90% plans. Amendment being brought to February PWC for final design and construction management. Review of final concept 11-24-20 Work group session have begun and waiting for review of sessions. The Consultant contract has been fully executed. Consultant has been selected and working through scope and fee. RFP for Consultant Services to be advertised in February. Properties are under contract with new phase 1 environmental being done soon. Consultant is working on initial diagram/layout of facility. In negotiations with property owners and wrapping up. Design consultant has done 3-D modeling/massing studies at multiple locations. Site locations have been narrowed down and the City is moving forward with contacting property owners.	
Next Critical Activities (dates): Property Acquisition		
Next Council Actions (dates):		

Project: Biosolids Dewatering Improvements (17-18)		Project Manager: Jason Van Gilder	Budget: \$2,068,000
Description: Procurement and installation of a second centrifuge for the dewatering of biosolids at the Waste Water Treatment Facility. This will also include construction of a structural platform and electrical/telemetry modifications to accommodate the new centrifuge.			
Schedule/Milestones: ☒ Consultant Services Contract (12/17) ☒ Construction Contract Award (09/19) ☐ Construction Complete (12/21)		Status: Project is substantially complete. (Nov 2020 Update) The new centrifuge is operational. Notice to proceed with construction was issued, effected 11/1/19. Project was awarded in September 2019. Bids for construction were received in August 2019. Project was advertised in July 2019 and bids are requested in August 2019. 95% Plans and Specifications have been submitted to the City for review. Gray and Osborne is finishing up the design. An equipment procurement package has been submitted to the City staff for review. A technical memorandum and draft equipment procurement package was submitted for City review on 3/22/18, and comments returned by the City on 4/10/18. Gray and Osborne has been awarded the design contract and is proceeding with design services. Gray and Osborne has been selected as the most qualified firm to complete this work. Finance has recommended soliciting for Request for Qualifications (RFQ) for this work.	
Next Critical Activities (dates):			
Next Council Actions (dates): Construction Contract Acceptance (3/22)			

Project: Sumner Tapps Highway Guardrail Upgrade (19-01)		Project Manager: Michael Kosa	Budget: \$1,455,300
Finance: City Funds \$112,700, Federal HSIP Funds \$448,600, Federal STP Funds \$749,000			
Description: Evaluate and construct upgrades to existing obsolete guardrail along Sumner-Tapps Highway, resurface Sumner-Tapps Highway			
Schedule/Milestones: ☒ Design Award (12/19) ☒ Design Complete (06/20) ☒ Obligate Construction (8/20) ☒ Award Construction Contract (11/20) ☒ Complete Resurfacing Construction (6/21) ☐ Advertise Guardrail Construction (10/21) ☐ Award Guardrail Construction (11/21) ☐ Complete Guardrail Construction (6/22)		Status: Resurfacing Punchlist in progress, project substantially complete, Guardrail project to bid in October Resurfacing Construction Underway Resurfacing scheduled to begin in late April, weather permitting Project delayed until April 2021. Bids opened and came in underbudget. Guardrail portion of project in design. Funding secured for Phase 1 resurfacing construction. Resurfacing project will construct in 2020. Consultant kickoff in February. The survey fieldwork is complete. Consultant agreement at council. Consultant qualifications being evaluated. RFQ is out for advertisement. Funding has been obligated. Staff is working w/ WSDOT to obligate Design funds. Staff is preparing paperwork to add project to federal programming	
Next Critical Activities (dates): Construction Complete (06/21)			
Next Council Actions (dates): Resurfacing Project Completion (09/21)			
Next Public Actions (dates):			

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Michael Kosa	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ■ Design Award (10/19) ■ Begin ROW Acquisition (09/20) ■ 90% Design (5/21) □ Design Complete (09 /21) □ Complete ROW Acquisition (12/21) □ Advertise for Construction (1/22) □ Obligate Construction (2/2022) □ Complete Construction (12/2022)		Status: 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right of way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Critical Activities (dates): WSDOT Review (9/21)			
Next Council Actions (dates): ROW Acquisition (09/21)			
Next Public Actions (dates):			

Project: Alder & Kincaid Utility Improvements (19-05)		Project Manager: Jason Van Gilder	Budget: \$TBD
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.			
Schedule/Milestones: ■ Select Design Consultant (10/19) ■ Award Final Design Contract (7/20) □ Bid Award (02/22) □ Construction Complete (03/24)		Status: Design work has begun to incorporate Main Street Visioning streetscape components within Alder and Kincaid around Heritage Park. Design development work has been completed and staff is recommending a final design contract for council approval. Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant. Project requirements are being compiled in advance of design consultant selection.	
Next Critical Activities (Dates): Construction Contract Award (2/22)			
Next Council Actions (dates): Construction Contract Award (2/22)			
Next Public Actions (dates):			

Project: 160 th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$450,000 (State and City funds)
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ■ Selection of Design Consultant (09/19) ■ Design Consultant Contract Award (03/20) □ Design Complete (8/21) □ Construction Contract Award (TBD) □ Construction Complete (TBD)		Status: The 90% design is with Ecology for Review. Design is 30% complete and moving forward to final design. Starting project design. Grant agreement passed by Council. City is working on grant agreement with DOE. Staff is currently reviewing SOQs to select a design consultant for the project.	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: South Tank Seismic Retrofit (19-10)	Project Manager: Jason Van Gilder	Budget: \$2,463,900
Description: Design and construction of an seismic improvements to improve the resiliency of the south tank reservoir.		
Schedule/Milestones: ■ Select Design Consultant (1/20) □ Bid Award (2/21) □ Construction Complete (3/23)	Status: 30% plans and specifications are being reviewed by City Staff. A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award (2/22)		
Next Council Actions (dates): Construction Contract Award (2/22)		
Next Public Actions (dates): N/A		

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)		Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)			
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (12/20) □ Public Outreach (09/21) □ Design Complete (12/22) □ Right-of-Way Acquisition Complete (12/22) □ Construction Complete (12/26)		Status: The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): 30% Submittal (07/21)			
Next Council Actions (dates): Consultant Design Supplement (7/21)			
Next Public Actions (dates):			

Project: Academy Street Bike Lanes (20-08)		Project Manager: Michael Kosa	Budget: \$ 972,225
Finance: Sound Transit funds (\$875,000)			
Description: Develop an east-west bicycle corridor extending east from the Sumner Sound Transit Station to Wood Avenue.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (10/20) ■ Preliminary Design Complete (3/21) ■ Public Outreach (04/21) ☐ Design Complete (12/21) ☐ Construction Contract Award (04/22) ☐ Construction Complete (12/22)		Status: Consultant completing final design Public Engagement completing, consultant beginning Final Design Consultant beginning conceptual design phase City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates):			
Next Council Actions (dates): Construction Award (02/22)			
Next Public Actions (dates):			

Project: Sidewalk Improvements (20-10)		Project Manager: Andrew Leach	Budget: \$1.7 million
Description: This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.			
Schedule/Milestones: ■ Consultant Services Contract (09/20) ■ Design Complete (05/21) ■ Construction Contract Award (06/21) □ Construction Complete (12/21)		Status: Contractor is almost complete with the sidewalk work in the Rivergrove Neighborhood. Contractor is currently working on Ryan Ave and Maple Street Construction is set to begin beginning of August Project is out to bid and the construct contract award will go to City Council in 06/21.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Jason Van Gilder	Budget: \$135,000
Description: Installation of access platforms at the headworks screens and biosolids dryer.			
Schedule/Milestones: ■ Select Design Consultant (5/21) □ Bid Award (3/22) □ Construction Complete (9/22)		Status: Staff is reviewing 90% design drawings.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Aeration Control Upgrade (21-05)		Project Manager: Jason Van Gilder	Budget: TBD (Seeking PSE Energy Saving Grants)
Description: Reprogram the blower operation based on Ammonia levels for increased plant efficiency.			
Schedule/Milestones: ■ Select Design Consultant (5/21) □ Bid Award (TBD) □ Construction Complete (TBD)		Status: The engineer is working on a report suitable for applying for a PSE energy savings grant to help fund the project.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: ESN Salmon Creek Channel Realignment (21-08)		Project Manager: Michael Kosa	Budget: \$ 380,000 (City Storm Funds)
Description: Reconfigure Salmon Creek to new stream channel, modify fish exclusions, and rehab existing culvert under 60th St.			
Schedule/Milestones: ■ Consultant Agreement (6/21) □ Design Complete (1/22) □ Construction Contract Award (4/22) □ Construction Complete (12/22)		Status: Project design underway RFQ Process Completed, Consultant Selected, Design Agreement heading to Council	
Next Critical Activities (dates): Design Complete (1/22)			
Next Council Actions (dates): Approve Consultant Agreement (6/21)			

Project: Auto Lane Sewer Force Main Replacement (21-09)		Project Manager: Jason Van Gilder	Budget: \$300,000
Description: Replace portions of the sewer force main extending from Auto Lane into 166th Avenue E.			
Schedule/Milestones: ■Select Design Consultant (6/21) □Bid Award (3/21) □Construction Complete (12/21)		Status: Project design is underway.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Sumner Tank Recoating (21-10)		Project Manager: Jason Van Gilder	Budget: \$340,000
Description: Recoating of the Sumner Springs Reservoir.			
Schedule/Milestones: ■ Select Design Consultant (6/21) □ Bid Award (2/22) □ Construction Complete (12/22)		Status: Staff is reviewing a 75% design submittal.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Maple St Ped Signal, Citywide Backplates (21-11)		Project Manager: Michael Kosa	Budget: \$431,000 (95% federal, 5% city general funds)
Description: Upgrade Traffic Ave and Maple St Crosswalk to a pedestrian signal, install signal backplates.			
Schedule/Milestones: ☐ Programming (9/21) ☐ Design Complete (6/22) ☐ Construction Contract Award (12/22) ☐ Construction Complete (9/23)		Status: Project being programed and obligated to begin the design phase	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Treatment Facility Gate Automation (21-12)		Project Manager: Jason Van Gilder	Budget: \$80,000
Description: Automate vehicle access gates at the Waste Water Treatment Facility.			
Schedule/Milestones: ■ Study Begins (8/21) ■ Bid Award (6/21) □ Contraction Complete (10/21)		Status: Project is in progress.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Biosolids Dryer Repair or Replacement (21-17)		Project Manager: Jason Van Gilder	Budget: TBD
Description: Biosolids Equipment Modernization at the Waste Water Treatment Facility.			
Schedule/Milestones: ☐ Consultant Services Contract (10/21) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Staff is drafting a Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 160th Storm Improvements (RM012)		Project Manager: Robby Wright	Budget: \$524,500
Description: Put existing roadside ditch into piped storm line, reducing iron algae, trash, and maintenance while providing space for future pedestrian route.			
Schedule/Milestones: ■ Construction Award (7/21) □ Construction Complete (12/21)		Status: Contractor onsite as on 7/26/21. Potholing and mobilization taking place. 30 working days for project, contractor expects needing less.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 24th / 142nd Intersection Treatment (21-20)		Project Manager: Robby Wright	Budget: \$171,100
Description: Add enhanced treatment to untreated storm drains on corner of 142nd and 24th.			
Schedule/Milestones: ☐ Consultant Task Order (7/21) ☐ Construction Start (4/22) ☐ Construction Complete (5/22)		Status: KPG Task Order / contract request in progress. Scope amended to keep within total task order allowance. Expect complete design by end of 2021.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 63rd St Ct Trunk Line Relocation		Project Manager: Robby Wright	Budget: \$198,900
Description: Reroute existing storm main from under existing building.			
Schedule/Milestones: ☐ Consultant Task Order (9/21) ☐ Design Complete (3/22) ☐ Construction Award (6/22) ☐ Construction Complete (3/23)		Status: Reached out to Mackay Sposito with project description, CIP excerpts, etc. to start working on scope and budget.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Salmon Creek Culvert Replacements		Project Manager: Robby Wright	Budget: \$609,700
Description: Replacement of remaining culverts on Salmon Creek, downstream of Main. Phase 1 will be design & permitting.			
Schedule/Milestones: ☐ Consultant Contract (12/21) ☐ Bid Award (3/23) ☐ Construction Complete (12/24)		Status: Consultant RFQ planned for fall 2021. 21/22 budget includes funds for preliminary design/permitting	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Small Works Projects

Project: Viewpoint Booster Pump Station – Generator (20-02)		Project Manager: Jason Van Gilder	Budget: \$206,000
Description: Design and installation of a standby power system for the Viewpoint Booster Pump Station			
Schedule/Milestones: ■ Select Design Consultant (1/20) ■ Bid Award (10/20) □ Construction Complete (12/21)		Status: Physical Completion has been achieved. Design is complete.	
Next Critical Activities (Dates): Construction Contract Complete (9/21)			
Next Council Actions (dates): Construction Acceptance (12/21)			
Next Public Actions (dates): N/A			

Project: LS #11 Hatch Replacement (20-05)	Project Manager: Jason Van Gilder	Budget: \$160,000
Description: Design and installation of replacement hatches for LS #11 in the 16 th Street roadway		
Schedule/Milestones: ☒ Select Design Consultant (5/20) ☒ Bid Award (11/20) ☒ Construction Complete (07/21)	Status: Project is complete. Design is complete.	
Next Critical Activities (Dates): Construction Complete (7/21)		
Next Council Actions (dates): Project Acceptance (10/21)		
Next Public Actions (dates): N/A		

Project: LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Jason Van Gilder	Budget: \$1,010,000
Description: Design and installation of replacement control panels at lift stations #2 and #6		
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☐ Bid Award (1/22) ☐ Construction Complete (10/22)	Status: Design is complete. Awaiting an end of year budget adjustment to fund construction.	
Next Critical Activities (Dates): Construction Contract Award (1/22)		
Next Council Actions (dates): Project Acceptance (2/23)		
Next Public Actions (dates): N/A		

Project: Future Library Site - Main Street Property Demos (W-19-02)		Project Manager: Andrew Leach	Budget: \$272,000
Description: Demolition of three houses on Main Street.			
Schedule/Milestones: ■ Construction Contract Award (03/19) ■ Construction Complete (12/20) □ Soil Remediation Complete (9/21)		Status: The City will be selling the property to Pierce County Library and they will be taking over the soil clean up. The City is waiting for the next quarterly testing period. City will be performing the next round of testing. The City is currently waiting for testing results from the lab. Soil cleanup has begun. Samples are being sent to the lab for testing. The City has executed a task order with GeoDesign to begin soil clean up. The City is reviewing a proposal for the site cleanup. Soil is being tested to find extent of contamination. Demolition and Abatement have been completed. The City is reviewing options for the contaminated soil removal.	
Next Critical Activities: Construction Project Acceptance (010/21)			
Next Council Actions (dates):			

Project: Roadway Paint Line Application (W-21-07)		Project Manager: Michael Kosa	Budget: \$71,050 (General Funds) (2 years of painting)
Description: Complete annual paint pavement marking			
Schedule/Milestones: ■ Verify Painting Schedule (7/21) ■ Complete Construction (9/21) □ Select Contractor (7/22) □ Complete Construction (9/22)		Status: Striping complete, entering closeout County contacted the City to notify of paint shortage, City staff put the work out to bid for contractors, contractor selected and currently being scheduled County to Schedule work in Summer 2021	
Next Critical Activities (dates): N/A			
Next Council Actions (dates): N/A			
Next Public Actions (dates):			

Project: Crack Seal Application (W-21-06)		Project Manager: Andrew Leach	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ■ 2021 Project Advertisement (7/21) □ 2021 Select Contractor (8/21) □ 2021 Construction Complete (09/21) □ 2022 Project Advertisement (7/21) □ 2022 Select Contractor (7/22) □ 2022 Construction Complete (09/22)		Status: The low bidder was Central Paving, LLC. They are beginning work on 9/1/2021 and expect to be with the project in two weeks. 2021 Project is out to bid. Project being set up. Work areas being identified.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Pavement Patching		Project Manager: Michael Kosa	Budget: \$120,000 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (03/22) ☐ Select Contractor (05/22) ☐ Construction Complete (07/22)		Status: Project pushed back to early 2022 Project being set up. Work areas being identified. Project may be pushed back to 2022.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Other Projects

Project: 142nd Ave Intersection Study (21-06)		Project Manager: Michael Kosa	Budget: \$20,000 (General Funds)
Description: Study intersections to determine where improvements are needed.			
Schedule/Milestones: ■ Study Begins (5/21) ■ Study Complete (9/21)		Status: Study complete	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Intelligent Transportation System (ITS) Study (21-07)		Project Manager: Michael Kosa	Budget: \$35,000 (General Fund)
Description: Analyze existing ITS system citywide, identify and prepare planning level cost estimates for system improvements.			
Schedule/Milestones: ☐ Study Begins (8/21) ☐ Study Complete (12/21)		Status: Consultant selected, negotiating scope for study	
Next Critical Activities (dates):			
Next Council Actions (dates):			