



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, May 5, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Discussion - Resolution - Transportation Improvement Plan

B. Discussion – Resolution – City Attorney Services Contract - Madrona Law Group

C. Discussion - DD21 Withdrawal MOU

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Resolution - Transportation Improvement Plan	Agenda Item #: 2.A
	For Agenda of: 5/5/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution No. 20-0xxx TIP Update 2. DRAFT - 2021 TIP Budget Spreadsheet	
Approval of Materials: Jeremy Metzler Rachel Pitzel 4/30/2020 Dave Gray 4/30/2020 Daryl Eidingen 4/30/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: SS 5/05/2020 RCM 5/12/2020

Summary Statement:

The City is required to put together a Transportation Improvement Program (TIP), in accordance with RCW 35.77.010 and the Transportation Element of the City's adopted Comprehensive Plan. The TIP outlines the projects, their estimated costs, anticipated timelines for work, and the expected funding sources. These plans serve as the guiding documents for Staff to implement as resources are made available through City financial resources or other identified funding sources (i.e. TIB, WSDOT funding, other grants, loans, etc.).

The attached DRAFT plan represents Staff's recommendation as it pertains to project priorities, funding sources and timelines for implementation, as required under GMA. Staff relies on the City Council to help guide this planning in order to help it align with the Council's desires and the management of the City's financial resources. Staff is bringing this year's update forward earlier in the year to better coordinate with regional plan updates and grant funding opportunities.

The attached draft takes into consideration feedback and comments provided by Council at the 4/07/2020 study session, as presented at the 4/21/2020 study session and 4/28/2020 public hearing, with no further changes. Two public comments were received at the public hearing, summarized as follows:

- Regarding Project No. 11: "Meridian Parallel Road Network", question budgeting \$4,500,000 over the next five years due to limited understanding of "high-priority parallel road segments."
- Regarding traffic on Jovita Blvd: No projects on the TIP appear to include any traffic flow improvements for this road, concerned about continuing to accept minimum improvements from developments, impacts on this road.

Staff is prepared to take direction from today's discussion and update the draft TIP for Council's consideration at the next regular meeting.

Item History:

SS 4/07/2020

SS 4/21/2020

RCM PH 4/28/2020

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Resolution - Transportation Improvement Plan

Fiscal Note/Consideration:

As the Transportation Improvement Program (TIP) is a component of the annual budgeting process, the anticipated impacts to the City's budget and General Fund are outlined therein. TIPs are planning documents that express the Council's desires for future transportation improvements within the City. Local agency TIPs are also utilized by State and other planning agencies, for evaluating projects on a regional scale and consideration for outside funding resources. The TIP is not a final budget document; this is reserved for the actual budget that is adopted by the City Council towards the end of the City's fiscal year.

It is important to note that in order to maintain the projected level of TIF funding, the City must receive on average \$626,500 per year for fiscal years 2020 through 2026. Total TIF receipts in 2019 were \$555,240.

RESOLUTION NO. 20-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON, RELATING
TO STREETS AND TRANSPORTATION, ADOPTING
THE 2021-2026 SIX-YEAR TRANSPORTATION
IMPROVEMENT PLAN**

WHEREAS, per RCW 35.77.010, the City is required to annually update its Six-Year Transportation Improvement Plan (TIP) before July 1st of each year and file the updated Transportation Improvement Plan with the Washington State Department of Transportation within thirty (30) days of adoption; and

WHEREAS, per RCW 35.77.010, the purpose of the requirement for annual updates is to assure that each city shall perpetually have advanced plans available, looking to the future for not less than six years as a guide in carrying out a coordinated transportation program; and

WHEREAS, it is also an eligibility requirement of many grant programs that the City update its Transportation Improvement Plan as required by RCW 35.77.010; and

WHEREAS, the transportation element of the City's Comprehensive Plan must also include and be consistent with the Six-Year Transportation Improvement Plan required by RCW 35.77.010; and

WHEREAS, the City's SEPA Responsible Official has determined that this procedural action is categorically exempt from SEPA threshold determination and EIS requirements pursuant to WAC 197-11-800(19); and

WHEREAS, per RCW 35.77.010, a public hearing was held on April 28th, 2020 on the proposed updates to the Transportation Improvement Plan;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council does hereby adopt the 2021-2026 Six-Year Transportation Improvement Plan (TIP), a copy of which is attached as Exhibit A and incorporated herein by reference.

Section 2. Effective Date. This resolution will take effect immediately upon passage by City Council.

ADOPTED THIS 12TH DAY OF MAY, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

DRAFT

Exhibit A
2021-2026 Transportation Improvement Plan (TIP)

DRAFT

TIP Project No.	Transportation Project	Estimated Annual Project Expenditures									Total Project Cost	Comments
		Prior Years (Actual)	2020 Estimate	2021	2022	2023	2024	2025	2026	Future Years		
1	Meridian/32nd & Meridian/36th Intersection improvements	\$ 60,000	\$ 15,000	\$ -	TBD	TBD	TBD	\$ -	\$ -	\$ -	\$ 75,000	Coordinate intersection needs and alternatives with WSDOT, then construct improvements. (50% TIF Eligible)
2	Meridian Ave E (SR-161) Preliminary Design	\$ 30,000	\$ 75,000	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 455,000	Complete access management study for the corridor, review parallel roads, cross section and intersection treatment needs (including roundabout evaluation). (100% TIF Eligible)
3	Emergency Road Repair (Weather Related)	N/A	\$ 15,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	N/A	\$ 165,000	Annual Program - Road failures associated with severe weather events, wear and tear from freeze/thaw events and other causes.
4	Edgewood Drive Safety Improvements	\$ -	\$ 335,000	\$ -	\$ -	\$ 150,000	\$ 500,000	\$ 2,300,000	\$ 7,250,000	\$ -	\$ 10,535,000	2020: Intersection repair at bottom of hill. (84% TIB) 2025: Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (20% TIF Eligible)
5	Chrisella Road East Safety Improvements	\$ -	\$ -	\$ 200,000	\$ 1,000,000	\$ 200,000	\$ 135,000	\$ 4,885,000	\$ -	\$ -	\$ 6,420,000	Improved markings, signage, lighting, sight distance, possible traffic calming measures; realign @ 36th St E & reinforce/repair slopes south of 48th St E (20% TIF Eligible)
6	Citywide Road Preservation Program	N/A	\$ 270,000	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	\$ 320,000	\$ 330,000	N/A	\$ 2,100,000	Annual program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and digout repairs are included.
7	Interurban Trail Phase III, Connection Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000	Develop approximately 1.05-mile corridor as a trail from 114th Avenue East to the City of Pacific.
8	Citywide Pedestrian Mobility and Safety Improvements (Highest Priority)	N/A	\$ 1,075,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	N/A	\$ 1,525,000	Annual Program - Walkways and/or trails with vegetated buffers for traffic safety, low level pedestrian lighting where appropriate, signs and pavement markings, as shown in the 2004 Pedestrian Study (20% TIF Eligible)
9	Citywide Traffic Safety Program	N/A	\$ 20,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	N/A	\$ 230,000	Annual program - Neighborhood Traffic Calming Projects, Safety Projects and reconstruction of ADA deficiencies.
10	Citywide Road Maintenance Program (Traffic)	N/A	\$ 50,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	N/A	\$ 500,000	Annual program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
11	Meridian Parallel Road Network Construction - Various Segments	\$ -	\$ 100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ 4,500,000	Construct high-priority parallel road segments, closing gaps and fixing access deficiencies. (100% TIF Eligible)
12	Meridian Ave E / Emerald Street Signal Improvements (TIF NP-3)	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	Coordinate signal mast arm and detection design with WSDOT. (100% TIF Eligible)
13	36th Street E Walkway Extension Feas./Des./Build (TIF S-2/N-9)	\$ -	\$ -	\$ 50,000	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	Study project scope and costs, design and construct extension of existing walkway to new park property.
Annual Totals		\$ 90,000	\$ 2,305,000	\$ 2,190,000	\$ 3,050,000	\$ 2,035,000	\$ 2,255,000	\$ 7,715,000	\$ 7,790,000	\$ -	\$ 27,430,000	
				Proposed 6-Year Program Total:					\$ 25,035,000			
TIB Funding:			\$ 1,030,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,030,000	2020: 24th/Meridian Sidewalks; Edgewood/Sumner Hts Dr
STP/CMAQ Funding (PSRC/PCRC):			\$ -	\$ -	\$ -	\$ 302,750	\$ 549,275	\$ 6,215,025	\$ 6,271,250		\$ 13,338,300	Request for 2023/2024 due in 2020, 2025/2026 in 2022
WSDOT Funding:			\$ -	\$ 180,000	\$ 995,500	\$ -	\$ -	\$ -	\$ -		\$ 1,175,500	Chrisella HSIP Grant Application submitted March 2020
Public Works Trust Fund Loan:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Total Unidentified Grant Funds:			\$ -	\$ 50,000	\$ 480,000	\$ 145,000	\$ 80,000	\$ 90,000	\$ 100,000		\$ 945,000	
Total Anticipated Grant Funding:			\$ 1,030,000	\$ 230,000	\$ 1,475,500	\$ 447,750	\$ 629,275	\$ 6,305,025	\$ 6,371,250		\$ 16,488,800	
Total City Funds Needed:			\$ 1,275,000	\$ 1,960,000	\$ 1,574,500	\$ 1,587,250	\$ 1,625,725	\$ 1,409,975	\$ 1,418,750		\$ 10,851,200	
Traffic Impact Fees			\$ 814,500	\$ 1,485,000	\$ 1,119,500	\$ 1,162,250	\$ 1,200,725	\$ 984,975	\$ 993,750		\$ 7,760,700	
REET Funds			\$ 460,500	\$ 300,000	\$ 280,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000		\$ 2,040,500	
Surface Water Fund			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
General Fund			\$ -	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000		\$ 1,050,000	

Prepared by: Jeremy Metzler, P.E.

Date Prepared: 4/16/2020



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – City Attorney Services Contract - Madrona Law Group	Agenda Item #: 2.B
	For Agenda of: 5/5/2020
	Prepared by: Dave Gray
Attachments (list): 1. Resolution 20-0xx Agreement for Legal Services 2. Edgewood - 2020 AGREEMENT FOR LEGAL SERVICES - CITY ATTORNEY - signed	
Approval of Materials: Dave Gray Rachel Pitzel 4/30/2020 Dave Gray 4/30/2020 Daryl Eidingen 4/30/2020	Expenditure Required: None, expenditures are booked for by the hour services based upon the Agreement for Legal Services rate schedule on Exhibit A. Amount Budgeted: \$93,600.00 budgeted for the 2020 Fiscal Year Timeline: Study Session Discussion/Review - 05/05/2020 Regular Council Session Action - 05/12/2020

Summary Statement:

After receiving two proposals in response to the City's Request for Proposal, the Mayor and Staff interviewed both Municipal Law Firm. Both are well known and the City has received services from them in the past. The Mayor chose Madrona Law Group, PLLC based upon our experiences with them, their rates sheet being slightly less expensive, and the specialties of the members of the firm that fit Edgewood's current needs (land use, contract law, labor law, Open Public Meetings management).

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution – City Attorney Services Contract - Madrona Law Group

Fiscal Note/Consideration:

RESOLUTION NO. 20-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT FOR LEGAL SERVICES AND CONFIRMING THE APPOINTMENT OF THE CITY ATTORNEY.

WHEREAS, the City of Edgewood is required to appoint a City Attorney to represent the City; and

WHEREAS, the City issued a request for proposal (RFP) for soliciting City Attorney Legal Services utilizing the MRSC roster process; and

WHEREAS, the Mayor and staff reviewed the proposals submitted by law firms meeting the requirements of the RFP, interviewing two firms via Zoom; and

WHEREAS, the Mayor selected Madrona Law Group, PLLC to provide legal services and appointed Ann Marie Soto as City Attorney;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Mayor is authorized to execute the attached Agreement for Legal Services with Madrona Law Group, PLLC.

Section 2. The appointment of Ann Marie Soto as the City Attorney is hereby confirmed.

Section 3. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 12TH DAY OF MAY, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (“Agreement”) is made on this ____ day of _____, 2020, between Madrona Law Group, PLLC (“Attorneys”) and the City of Edgewood (“Client”).

SECTION 1. LEGAL SERVICES.

Attorneys shall provide City Attorney legal services to Client under the direction of the Mayor. Ann Marie Soto will serve as the City Attorney. As City Attorney, Attorneys shall be principally responsible for performing all legal work for the Client, except for matters assigned to insurance counsel, criminal prosecution, matters in which Attorneys have a conflict, or matters assigned to other counsel by the Mayor.

SECTION 2. RESPONSIBILITIES OF ATTORNEYS AND CLIENT.

Attorneys will perform the legal services called for under this Agreement in accordance with the rules of professional responsibility for attorneys in Washington State, keep Client informed of progress and developments, and respond promptly to Client’s inquiries and communications. Client will be truthful and cooperative with Attorneys, keep Attorney reasonably informed of developments, and timely make any payments required by this Agreement.

SECTION 3. COMPENSATION.

- A. Client will pay Attorneys for the legal services provided under this Agreement pursuant to the fees listed in Exhibit A. Attorneys will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour. Attorneys will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: attending meetings, conferences and court appearances; preparing for and participating in depositions; reviewing and preparing correspondence and legal documents; performing legal research and writing legal opinions; drafting of court papers, ordinances, and resolutions and engaging in telephone conversations. Attorneys will charge for their reasonable travel time at Attorneys’ normal hourly rates; however, travel to and from City Hall shall be limited to a flat, one-hour round trip rate. When two or more of Attorneys’ personnel are engaged in working on a matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.
- B. If applicable, Client will pay Attorneys for services related to public records pursuant to the fees listed in Exhibit A and as further defined below:
 - i. Attorneys shall be compensated at the “Attorney” hourly rates for reviewing public records for responsiveness and exemptions, redacting exempt records, reviewing

exemption logs, and providing legal advice related to Public Records Act (Ch. 42.56 RCW) compliance.

- ii. Attorneys shall be compensated at the “Public Records Processing” rate for services such as, but not limited to, converting and deduplicating files, preparing exemption logs, downloading and transmitting files to and from Client, and other tasks typically performed by the Public Records Officer that do not call for the independent legal judgment of Attorneys.
- C. Attorneys will review their hourly rates once per year. If, while this Agreement is in effect, Attorneys implement an increase in the hourly rates being charged to clients, that increase may be applied to fees incurred under this Agreement, but only with respect to services provided thirty (30) days or more after written notice of the increase is mailed to Client. If Client declines to accept the increased rates, the parties may negotiate an alternate rate, or Client may terminate this Agreement by written notice effective when received by Attorneys, provided Client executes and returns a substitution-of-attorney form immediately on its receipt from Attorney if Attorneys are Client’s attorney of record in any proceeding.

SECTION 4. COSTS.

- A. Client will pay all costs in connection with Attorneys’ representation of Client under this Agreement. Costs may be advanced by Attorney and then billed to Client. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, messenger service fees, postage fees, photocopying expenses, and process server fees.
- B. Attorneys shall not charge Client for mileage nor for long-distance telephone charges. In addition, Attorneys shall not charge Client for legal research fees incurred by Attorneys as part of their standard use of any online legal research database. Extraordinary legal research costs may be billed to the Client upon Client’s approval.

SECTION 5. STATEMENTS

- A. Attorneys shall render to Client a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with Client funding categories or to track project costs, or such other basis as the Client may direct. Reimbursable costs shall be separately itemized.
- B. Payments shall be made by Client within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by Client with a written explanation of the question or contest, within thirty (30) days of

receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the rate of 12% per annum.

SECTION 6. INDEPENDENT CONTRACTOR

Attorneys shall perform all legal services required under this Agreement as an independent contractor of Client, and shall remain, at all times as to Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither Client, nor any of its employees, shall have any control over the manner, mode, or means by which Attorneys, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth and as required by the rules of professional conduct applicable to Attorneys. Client shall have no voice in the selection, discharge, supervision or control of Attorneys' employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

SECTION 7. INSURANCE.

Attorneys shall maintain for the duration of this Agreement professional liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Attorneys shall provide Client with written notice of any policy cancellation within two business days of their receipt of such notice. Failure on the part of Attorneys to maintain the insurance as required shall constitute a material breach of contract, upon which Client may, after giving five business days' notice to Attorneys to correct the breach, immediately terminate the contract.

SECTION 8. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CLIENT:

City of Edgewood
Attn: Mayor
2224 104th Avenue East
Edgewood, WA 98372

ATTORNEYS:

Madrona Law Group, PLLC
14205 SE 36th Street
Suite 100, PMB 440
Bellevue, WA 98006

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to

the other, designate a different address or person which shall be substituted for that specified above.

SECTION 9. TERM

- A. This Agreement shall be effective upon mutual execution by the parties, and shall remain in full force and effect until terminated by either party hereto. Client may discharge Attorneys at any time. Attorneys may withdraw from Client's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon thirty (30) days' notice to Client.
- B. In the event of such termination or withdrawal, Client will pay Attorneys professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation.

SECTION 10. CONFLICTS

Attorneys have no present or contemplated engagements which are adverse to the Client. Attorneys agree that they shall not represent any other client in a matter (either litigation or non-litigation) in which Attorneys' representation would be adverse the Client. If, in the future, the Client asks Attorneys to represent the Client in a matter that is adverse to another current or former client of Attorneys, Attorneys will determine whether and under what circumstances Attorneys may undertake such representation and, if appropriate, seek informed consent(s) from affected parties.

SECTION 11. GENERAL PROVISIONS.

This Agreement sets forth the entire agreement of the parties and shall supersede any prior agreements between the parties. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Washington. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

CITY OF EDGEWOOD

MADRONA LAW GROUP, PLLC

By: _____

Daryl Eidinger, Mayor

By:  _____

Ann Marie Soto, Member

Dated: _____

Dated: 4/30/2020

ATTEST:

By: _____

Rachel Pitzel, City Clerk

Dated: _____

EXHIBIT A
MADRONA LAW GROUP, PLLC
2020 HOURLY RATES

ATTORNEYS:

Eileen M. Keiffer	\$230
David A. Linehan	\$300
Kim Adams Pratt	\$300
Ann Marie J. Soto	\$230
Rachel B. Turpin	\$230

STAFF:

Paralegal	\$130
Legal Assistant	\$75
Public Records Processing	\$130



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - DD21 Withdrawal MOU	Agenda Item #: 2.C
	For Agenda of: 5/5/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT MOU Withdrawal of DD21 2020-04-29	
Approval of Materials: Jeremy Metzler Rachel Pitzel 4/30/2020 Dave Gray 4/30/2020 Daryl Eidingen 4/30/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: SS 5/05/2020 RCM 5/12/2020 (Tentative) DD21 Board 5/26/2020 SS 6/2/2020 RCM 6/9/2020

Summary Statement:

Pierce County Drainage District #21 (DD21) currently manages drainage channels in the Wapato and Simons Creek basins, serving portions of the cities of Edgewood and Puyallup, as well as a portion of unincorporated Pierce County. Prior to 2010, DD21 also served a significant portion of the city of Fife, as Wapato Creek flows through it on the way to Commencement Bay. The DD21 Board approached the Edgewood staff in 2019, seeking to cease its operations and turn over its current responsibilities within the City to the City. This is best accomplished through the withdrawal process, as demonstrated by the City of Fife in 2009, and the statutory process is outlined in RCW 85.38.213.

Staff has been in conversation with the DD21 board since mid-2019 to better understand their purpose, activity, and steps needed to proceed. Staff believes the DD21 proposal to withdrawal will result in economies of scale because the City currently operates a city-wide drainage utility, already collects fees from citizens in this area, and will effectively eliminate double assessments paid by those citizens. Also, because the District is a small, volunteer run organization without any employees, Staff believes that the proposal will ensure reliable service and environmental protection.

For Council's consideration and discussion, staff has prepared the attached DRAFT Memorandum of Understanding, formalizing the steps to accept the DD21 withdrawal from the City of Edgewood and assume the maintenance responsibilities therein. However, the MOU is just a framework to guide the parties' negotiation of the District's proposed withdrawal from the City and includes benchmarks that need to occur prior to the City accepting such withdrawal. The MOU does not bind either party and imposes no

enforceable obligations.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Discussion - DD21 Withdrawal MOU

Fiscal Note/Consideration:

Staff estimates that the City can perform DD21's annual maintenance tasks without an increase in drainage utility rates. DD21 anticipates a transfer of a proportionate share of its general fund balance at the end of 2020 to the City for the City's use in serving the additional drainage utility area, currently estimated to be between \$20K and \$30K.

Memorandum of Understanding
City of Edgewood Washington and Pierce County Drainage District #21

This Memorandum of Understanding (“MOU”) is intended to promote the withdrawal of Pierce County Drainage District #21 (“District”) from the boundaries of the City of Edgewood (“City”) in aid of the District’s anticipated dissolution and to set forth the timeline and responsibilities for the tasks necessary for the withdrawal of the District from within the City.

BACKGROUND AND PURPOSE

WHEREAS, Pierce County Drainage District #21 was created in the year 1930, prior to the establishment of the City of Edgewood’s drainage utility in the year 1996;

WHEREAS, the District’s drainage utility currently serves portions of the cities of Edgewood and Puyallup, as well as a portion of unincorporated Pierce County; and

WHEREAS, given the development and growth within Edgewood and Puyallup and the transition of the area from more rural to more urban, Pierce County Drainage District #21 wishes to dissolve in January of 2021 and to turn over its current responsibilities to Edgewood, Puyallup, and Pierce County, as appropriate; and

WHEREAS, the District has approached the cities of Edgewood and Puyallup, and Pierce County about its plans for dissolving in 2021; and

WHEREAS, the City of Edgewood supports the District’s proposed dissolution and the City’s proposed assumption of the portion of the District’s drainage utility within the City because the City currently operates a drainage utility and adding this area to the City’s existing service area will result in economies of scale; and

WHEREAS, the City further supports the District’s proposed withdrawal from the City and the City’s proposed assumption of the portion of the District’s drainage utility within the City because it will eliminate double assessments paid by those currently within the District’s drainage utility area within the City who currently pay both an assessment for the City’s drainage utility as well as for Drainage District #21; and

WHEREAS, the City estimates that in 2021, the City can serve the additional area without an increase in drainage utility rates for City utility customers; and

WHEREAS, the District anticipates a transfer of a proportionate share of its general fund balance at the end of 2020 to the City for the City’s use in serving the additional drainage utility area; and

WHEREAS, because the District is a small, volunteer run organization without any employees, the City believes that serving the portion of the City currently served by the District with the City’s drainage utility will ensure reliable service and environmental protection.

RECITALS OF UNDERSTANDING

NOW, THEREFORE, the District and the City (collectively, “Parties”) agree to the following:

1. The recitals set forth above are adopted and incorporated into this MOU.
2. Pursuant to RCW 85.38.213, the Parties will engage in negotiations for an interlocal agreement (“ILA”) to effectuate the withdrawal of the District from the City.
3. The District and the City will engage in negotiations on an ILA to include benchmarks with respect to the following issues:
 - a. Whether any reimbursement to the District for lost assessment revenue from the withdrawn area is required; however, the parties currently do not anticipate such reimbursement because of the District’s anticipated dissolution;
 - b. The method and amount of distribution by the District to the City of general fund balances at the end of 2020 for the City’s use for operation of the drainage system within the City limits;
 - c. The method and timing of transfer of any facilities or improvements owned by the District to the City;
 - d. The method and timing of transfer of any contracts, maintenance obligations, real and personal property rights from the District to the City;
 - e. The method and timing of the District’s provision to the City of all warranties, maps, titles, “as built,” maintenance logs and records, maintenance and performance standards and all other records relating to the facilities, improvements, and properties/property rights currently owned and operated by the District within the City;
 - f. The method and timing of transfer by the District of any records relating to current surface water runoff and water quality, if any;
 - g. The District’s and/or the City’s testing of surface water runoff and quality in 2020 to establish a base line for future service standards, should the District lack records relating to current surface water runoff and water quality;
 - h. The City’s maintenance of the existing water runoff and water quality levels in the area; and
 - i. All other covenants and matters necessary to effectuate the withdrawal of the District from within the City.
4. Upon negotiation of an ILA that is acceptable to both parties, the District will adopt a resolution requesting withdrawal of the area within the District that lies within the corporate boundaries of the City.
5. Upon negotiation of an ILA that is acceptable to both parties, the City will adopt a resolution approving the withdrawal of the District from the City and assuming full responsibilities for the maintenance, improvements, and collection of payment for the operation of the system previously operated by the District within the City.

6. Upon the City approving withdrawal of the District from the City, the District will transfer all of its rights-of-way or easements within the City to the City.
7. The formal approval of the ILA and the aforementioned resolutions may be adopted concurrently by the governing bodies of the District and the City in a single resolution.
8. This MOU is intended to set forth the parties' understanding and intent with respect to the matters addressed here. This MOU is not, however, intended to set forth in full detail the terms and conditions under which the Parties are to proceed in carrying out the withdrawal and assumption discussed herein. Thus, the Parties agree that this MOU is not binding and imposes no enforceable obligations upon the Parties.
9. This MOU may be executed in counterparts.

This Memorandum of Understanding will be effective at signing by both Parties and will remain valid for a period of two (2) years, or until terminated at any time in writing by either party. Any modification, integration or renewal of this Memorandum of Understanding shall be made in written form, subject to the consent of the Parties.

This Memorandum of Understanding is acknowledged and agreed to by:

PIERCE COUNTY
DRAINAGE DISTRICT #21

CITY OF EDGEWOOD

Daryl Eidingen
Mayor

Date

Date

ATTEST:

Secretary

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie J. Soto
Interim City Attorney