**CITY OF EDGEWOOD**
**REGULAR COUNCIL MEETING AGENDA**
Tuesday, May 12, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. **CALL TO ORDER**
   Roll Call, Pledge of Allegiance
2. **AUDIENCE COMMENT**
3. **MAYOR'S REPORT**
4. **CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*
   The following items are presented for Council approval:
   - **A.** Regular City Council Meeting Minutes of April 28, 2020
   - **B.** Study Session Meeting Minutes of May 5, 2020
   - **C.** **AB20-018,** a motion approving May 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 ACHs in the amount of $156,073.23; and Vendor Check Numbers 24359 through 24367 with EFT and Direct Pay Payments in the amount of $328,460.19. Total distributions submitted for review & authorization in the amount of $484,533.42.
5. **COUNCIL BUSINESS**
   - **A.** **AB20-0502,** Resolution No. 20-0502, adopting the 2021-2026 Transportation Improvement Plan
   - **B.** **AB20-0503,** adopting Resolution No. 20-0503, accepting City Attorney Services Contract with Madrona Law Group and confirming Ann Marie Soto as City Attorney
   - **C.** **AB20-0504,** adopting Resolution No. 20-0504, authorizing the Mayor to execute a Memorandum of Understanding with Drainage District #21
6. **COUNCIL COMMENTS**
7. **ADJOURN**

*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.*

## 1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led attendees in the Pledge of Allegiance.
**Present:** Mayor Eidinger, Councilmember West, Councilmember Day, Councilmember Tomyn, Councilmember Wise, Councilmember Christopherson, Councilmember Lowry, Deputy Mayor Creley
**Staff Present:** Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community & Economic Development Director Darren Groth, Jeremy Metzler Public Works Director, Matthew Ray, IT Director, Police Chief Micah Lundborg.

**Motion:** Councilmember West asked to add the suspending of pay for elected officials and non-essential workers if the statewide shut down goes beyond May 5. **Action:** No Second. Motion died.

## 2 PUBLIC HEARING

**A. AB20-016 -** Transportation Improvement Plan (TIP) 2021-2026 Update
Mayor Eidinger opened the Public Hearing at 7:04pm.
Gary Lent spoke.
Mayor Eidinger closed the Public Hearing at 7:07pm.

## 3 AUDIENCE COMMENT

Rudy Adams spoke

## 4 MAYOR'S REPORT

Mayor Eidinger read his report into the record and invited each director to speak on topics of their choosing.

## 5 CONSENT AGENDA

**A.** Regular City Council Meeting Minutes of April 14, 2020

**B.** Study Session Meeting Minutes of April 21, 2020

**C.** **AB20-017 -** a motion approving April 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; Employment Security Department-PFML; Department of Labor & Industry; Employment Security Department-UI; and IRS 941 ACHs in the amount of $123,274.38; and Vendor Check Numbers 24325 through 24348 with EFT and Direct Pay Payments in the amount of $374,488.52. Total distributions submitted for review & authorization in the amount of $497,762.90.

**Motion:** As Read, **Action**: Approve, Moved by Councilmember Christopherson, Seconded by Councilmember West. Motion passed unanimously (7-0).

## 6 COUNCIL BUSINESS

**A.** **AB20-0500 -** approving Resolution No. 20-0500, rescinding and removing the imposition and collection of the Twenty Dollar ($20) per vehicle Transportation Benefit Charge (TBC-Car Tab Fee)

Assistant City Administrator Gray briefed Council on this agenda item, and answered questions.
**Motion:** As Read, **Action:** Approve, Moved by Councilmember West, Seconded by Councilmember Day. Motion passed unanimously (7-0).

**B.** **AB20-0501 -** approving Resolution No. 20-0501, appropriating and authorizing Ten Thousand Dollar ($10,000) contribution be made to Nourish Pierce County from the City Reserve Fund to assist in reducing Community Food Source instability during the Coronavirus-19 pandemic

City Attorney Anne Marie Soto reviewed this agenda item, discussion ensued. Councilmember Lowry Motioned.
**Motion:** To increase the donation amount to Fifteen Thousand Dollars ($15,000) **Action:** Approve, Moved by Councilmember Lowry, Seconded by Councilmember Tomyn. Motion passed unanimously (7-0).
**Motion:** As Amended **Action**: Approve, Moved by Councilmember Tomyn, Seconded by Deputy Mayor Creley Motion passed unanimously (7-0).

## 7 COUNCIL COMMENTS

## 8 ADJOURN

Mayor Eidinger adjourned the meeting at 7:34pm.

## 1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led attendees in the Pledge of Allegiance.

**Present:** Mayor Eidinger, Deputy Mayor Creley, Councilmember West, Councilmember Day, Councilmember Christopherson, Councilmember Wise, Councilmember Tomyn, Councilmember Lowry.
**Staff Present:** Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community & Economic Development Director Darren Groth, Jeremy Metzler Public Works Director, Matthew Ray, IT Director, Police Chief Micah Lundborg.

## 2 COUNCIL BUSINESS

**A.** Discussion - Resolution - Transportation Improvement Plan
Public Workds Director Metzler briefed Council on this agenda item. Assistant City Administrator Gray discussed the Transportation Improvement Plan further as a working document, and long term plan for the city.

**B.** Discussion – Resolution – City Attorney Services Contract - Madrona Law Group
Assistant City Administrator Gray briefed Council on this agenda item, discussing the terms in detail.

**C.** Discussion - DD21 Withdrawal MOU
Public Works Director Metzler presented this item for discussion and how it would impact citizens going forward.

## 3 OTHER COUNCIL ITEMS

Councilmember West spoke.

## 4 ADJOURN

Mayor Eidinger adjourned the meeting at 7:24pm

# City Of Edgewood
## Council Agenda Summary Sheet

<table>
<tr><td rowspan="3">Subject:<br>AB20-018, a motion approving May 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 ACHs in the amount of $156,073.23; and Vendor Check Numbers 24359 through 24367 with EFT and Direct Pay Payments in the amount of $328,460.19. Total distributions submitted for review & authorization in the amount of $484,533.42.</td><td>Agenda Item #: AB20-018</td></tr>
<tr><td>For Agenda of: 5/12/2020</td></tr>
<tr><td>Prepared by: Stephanie Goff</td></tr>
<tr><td colspan="2">Attachments (list):<br><br>1. 051220 Claims Register<br>2. 051220 Voucher Directory</td></tr>
<tr><td rowspan="3">Approval of Materials:<br><br>Stephanie Goff<br><br>Rachel Pitzel 5/7/2020<br>Dave Gray 5/7/2020<br>Daryl Eidinger 5/7/2020</td><td>Expenditure Required:<br>$484,533.42</td></tr>
<tr><td>Amount Budgeted:<br>N/A</td></tr>
<tr><td>Timeline:<br>N/A</td></tr>
</table>

**Summary Statement:**
Approving May 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 ACHs in the amount of $156,073.23; and Vendor Check Numbers 24359 through 24367 with EFT and Direct Pay Payments in the amount of $328,460.19. Total distributions submitted for review & authorization in the amount of $484,533.42.

**Item History:**
N/A

**Recommended Action:**
AB20-018, a motion approving May 2020 Budgeted ExMOTION to adopt as presented under the Consent Agenda.

**Fiscal Note/Consideration:**
N/A

City of Edgewood 2020

May 12th 2020 Council Meeting Check & EFT Payment Distribution Review & Authorization

| Number | Name | Print Date | Amount |
|---|---|---|---|
| **US Bank** | **PAYROLL ACCOUNT DISTRIBUTION** | | |
| **10610** | **Last Number Issued Previous Authorization** | | |
| AWC EFT 4/30/2020 | AWC Employee Benefit Trust | 4/30/2020 | $41,529.77 |
| DCP EFT 4/30/2020 | Deferred Compensation Program | 4/30/2020 | $12,609.90 |
| Direct Deposit Run - 4/28/ | Payroll Vendor | 4/30/2020 | $72,506.21 |
| DRS EFT 4/30/2020 | Dept of Retirement Systems | 4/30/2020 | $17,973.94 |
| DSHS-DCS EFT 4/30/20 | WA State Support Registry | 4/30/2020 | $275.00 |
| IRS 941 EFT 4/30/20 | IRS 941 | 4/30/2020 | $11,178.41 |
| | | **Total** | **$156,073.23** |

| Number | Name | Print Date | Amount |
|---|---|---|---|
| | **CLAIM VOUCHER ACCOUNT DISTRIBUTION** | | |
| **24348** | **Last Number Issued Previous Authorization** | | |
| 24349 | Nourish Pierce County | 4/29/2020 | $15,000.00 |
| 24350 | A & R Services dba Angela Rojo | 5/12/2020 | $835.00 |
| 24351 | AHBL | 5/12/2020 | $225.00 |
| 24352 | City of Sumner | 5/12/2020 | $4,033.96 |
| 24353 | Code Publishing Inc. | 5/12/2020 | $2,121.41 |
| 24354 | Convergint Technologies LLC | 5/12/2020 | $2,946.42 |
| 24355 | Daryl Eidinger | 5/12/2020 | $149.50 |
| 24356 | Gray & Osborne, Inc | 5/12/2020 | $6,050.55 |
| 24357 | Jennings Equipment, Inc. | 5/12/2020 | $128.99 |
| 24358 | Julie Dyer | 5/12/2020 | $2,240.00 |
| 24359 | Madrona Law Group, PLLC | 5/12/2020 | $10,456.00 |
| 24360 | McCarthy & Causseaux | 5/12/2020 | $815.00 |
| 24361 | McKinstry Co, LLC | 5/12/2020 | $4,376.76 |
| 24362 | PCRCD, LLC | 5/12/2020 | $55.00 |
| 24363 | Pierce County Budget & Finance Sheriff | 5/12/2020 | $234,053.33 |
| 24364 | Rick Pederson | 5/12/2020 | $282.33 |
| 24365 | Transpo Group | 5/12/2020 | $9,253.75 |
| 24366 | Utilities Underground Location Center | 5/12/2020 | $127.71 |
| 24367 | West Coast Signal, Inc. | 5/12/2020 | $6,510.30 |
| Direct Pay Payment 5/7/ | Amazon Capital Services | 5/12/2020 | $2,509.41 |
| Direct Pay Payment 5/7/ | CDW Government | 5/12/2020 | $8,330.01 |
| Direct Pay Payment 5/7/ | Monarch Landscape Holdings | 5/12/2020 | $14,977.17 |
| EFT Payment 5/7/2020 | Century Link | 5/12/2020 | $255.95 |
| EFT Payment 5/7/2020 | Wells Fargo Vendor Fin Serv | 5/12/2020 | $368.17 |
| EFT Payment 5/7/2020 | Comcast | 5/12/2020 | $633.10 |
| EFT Payment 5/7/2020 | Comcast Business | 5/12/2020 | $1,052.20 |
| EFT Payment 5/7/2020 | Crystal Springs | 5/12/2020 | $78.29 |
| EFT Payment 5/7/2020 | McLendon Hardware-Blue Tarp Credit Services | 5/12/2020 | $345.94 |
| EFT Payment 5/7/2020 | O'Reilly Auto Parts | 5/12/2020 | $143.42 |
| EFT Payment 5/7/2020 | Pitney Bowes | 5/12/2020 | $88.73 |
| EFT Payment 5/7/2020 | Puget Sound Energy | 5/12/2020 | $13.39 |
| EFT Payment 5/7/2020 | Smarsh, Inc. | 5/12/2020 | $3.40 |
| **Total Claims Voucher Distribution** | | | **$328,460.19** |
| **Total Distribution Submitted for Review & Authorization** | | | $484,533.42 |
| **Authorization Adjustments:** | | | |
| Total Distribution Net of Prior Authorized Adjustments | | | **$484,533.42** |

***Claims Voucher Approval***: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

______________________________Accounting Manager, Stephanie Goff

______________________________Mayor, Daryl Eidinger ___________________________________Council Member

# Voucher Directory

Fiscal: : 2020 - May
Council Date: : 2020 - May - 1st Council Meeting

| Vendor | Number | Reference | Account Number | Description | Amount |
|---|---|---|---|---|---|
| **A & R Services dba Angela Rojo** | | | | | |
| | **24350** | | | **2020 - May - 1st Council Meeting** | |
| | | **497-AR** | | | |
| | | | **May Services** | | |
| | | | 001-018-000-518-30-41-01 | Professional Services | $835.00 |
| | | | | Monthly Janitorial Svs. for May | |
| | | **Total 497-AR** | | | **$835.00** |
| | **Total 24350** | | | | **$835.00** |
| **Total A & R Services dba Angela Rojo** | | | | | **$835.00** |
| **AHBL** | | | | | |
| | **24351** | | | **2020 - May - 1st Council Meeting** | |
| | | **118801** | | | |
| | | | **2/26-3/25 On-Call Services** | | |
| | | | 001-058-000-558-60-41-03 | Prof. Services (Non-reimbursable) | $225.00 |
| | | | | On-Call Services- Comp Plan Amend. Requests | |
| | | **Total 118801** | | | **$225.00** |
| | **Total 24351** | | | | **$225.00** |
| **Total AHBL** | | | | | **$225.00** |
| **Amazon Capital Services** | | | | | |
| | **Direct Pay Payment 5/7/2020 10:49:43 AM - 1** | | | **2020 - May - 1st Council Meeting** | |
| | | **13T7-T1CL-69K1** | | | |
| | | | **April Purchases** | | |
| | | | 001-018-000-518-20-31-01 | Office & Operational Supplies | $208.28 |
| | | | | 4 Wireless Keyboard w/Mouse Combos, HDMI Cables | |
| | | **Total 13T7-T1CL-69K1** | | | **$208.28** |
| | | **16KG-RQ9P-9NFH** | | | |
| | | | **April Purchases** | | |
| | | | 001-018-000-518-20-31-01 | Office & Operational Supplies | $475.40 |
| | | | | Laminating Sheets, Hands Free Door Openers, 3 Webcams- J.Metzler, D.Eidinger, Extra | |
| | | **Total 16KG-RQ9P-9NFH** | | | **$475.40** |
| | | **1JRC-YXMD-DHJJ** | | | |
| | | | **April Purchases** | | |
| | | | 001-018-000-518-20-31-01 | Office & Operational Supplies | $84.49 |
| | | | | Paper Plates, Paper Coffee Cups | |
| | | **Total 1JRC-YXMD-DHJJ** | | | **$84.49** |

| Vendor | Number | Reference | Account Number | Description | Amount |
|---|---|---|---|---|---|
| | | **1JTY-6VJX-LCD4** | | | |
| | | | **May Purchases** | | |
| | | | 001-018-000-518-20-31-01 | Office & Operational Supplies | $24.12 |
| | | | | Charging Cable, Hanging File Clips | |
| | | **Total 1JTY-6VJX-LCD4** | | | **$24.12** |
| | | **1NVJ-NJRM-9H3H** | | | |
| | | | **May Purchases** | | |
| | | | 001-019-000-525-60-31-01 | Emergency Preparedness-Supplies | $1,717.12 |
| | | | | Masks | |
| | | **Total 1NVJ-NJRM-9H3H** | | | **$1,717.12** |
| | **Total Direct Pay Payment 5/7/2020 10:49:43 AM - 1** | | | | **$2,509.41** |
| **Total Amazon Capital Services** | | | | | **$2,509.41** |
| **CDW Government** | | | | | |
| | **Direct Pay Payment 5/7/2020 10:49:43 AM - 2** | | | **2020 - May - 1st Council Meeting** | |
| | | **XPK7086** | | | |
| | | | **April Purchases** | | |
| | | | 001-018-000-594-18-64-02 | Cap Exp-Computer Hardware | $2,221.49 |
| | | | | 2 Curved Computer Monitors- J.Tumelson, C.McVay | |
| | | **Total XPK7086** | | | **$2,221.49** |
| | | **XPL2265** | | | |
| | | | **April Purchases** | | |
| | | | 001-018-000-594-18-64-02 | Cap Exp-Computer Hardware | $4,448.73 |
| | | | | 2 Laptops- C.McVay, G.Mehr | |
| | | **Total XPL2265** | | | **$4,448.73** |
| | | **XPL8723** | | | |
| | | | **April Purchases** | | |
| | | | 001-018-000-594-18-64-02 | Cap Exp-Computer Hardware | $549.18 |
| | | | | 3 Docking Stations- Building Inspectors | |
| | | **Total XPL8723** | | | **$549.18** |
| | | **XRB1714** | | | |
| | | | **April Purchases** | | |
| | | | 001-018-000-594-18-64-02 | Cap Exp-Computer Hardware | $1,110.61 |
| | | | | Curved Computer Monitor- G.Mehr | |
| | | **Total XRB1714** | | | **$1,110.61** |
| | **Total Direct Pay Payment 5/7/2020 10:49:43 AM - 2** | | | | **$8,330.01** |
| **Total CDW Government** | | | | | **$8,330.01** |
| **Century Link** | | | | | |
| | **EFT Payment 5/7/2020 10:49:24 AM - 1** | | | **2020 - May - 1st Council Meeting** | |
| | | **253-927-2018 680B 4/25-5/25/20** | | | |
| | | | **4/25-5/25 Services** | | |
| | | | 001-018-000-518-30-42-01 | Telecommunications Charges | $127.42 |
| | | | | Elevator and Fire Alarm Line | |
| | | **Total 253-927-2018 680B 4/25-5/25/20** | | | **$127.42** |

| Vendor | Number | Reference | Account Number | Description | Amount |
|---|---|---|---|---|---|
| | | **253-952-3537 889B 4/22/5/22/20** | | | |
| | | | **4/22-5/22 Services** | | |
| | | | 001-018-000-518-30-42-01 | Telecommunications Charges | $128.53 |
| | | | | Fax Line | |
| | | **Total 253-952-3537 889B 4/22/5/22/20** | | | **$128.53** |
| | **Total EFT Payment 5/7/2020 10:49:24 AM - 1** | | | | **$255.95** |
| **Total Century Link** | | | | | **$255.95** |
| | | | | | |
| **City of Sumner** | | | | | |
| | **24352** | | | **2020 - May - 1st Council Meeting** | |
| | | **332-COS** | | | |
| | | | **May Services** | | |
| | | | 001-019-000-554-30-41-01 | Animal Control Services | $4,033.96 |
| | | | | Animal Control Svs. for May | |
| | | **Total 332-COS** | | | **$4,033.96** |
| | **Total 24352** | | | | **$4,033.96** |
| **Total City of Sumner** | | | | | **$4,033.96** |
| | | | | | |
| **Code Publishing Inc.** | | | | | |
| | **24353** | | | **2020 - May - 1st Council Meeting** | |
| | | **66610** | | | |
| | | | **April Services** | | |
| | | | 001-019-000-518-90-41-01 | Gen'l Gov't-Professional Services | $2,121.41 |
| | | | | EMC Updates | |
| | | **Total 66610** | | | **$2,121.41** |
| | **Total 24353** | | | | **$2,121.41** |
| **Total Code Publishing Inc.** | | | | | **$2,121.41** |
| | | | | | |
| **Comcast** | | | | | |
| | **EFT Payment 5/7/2020 10:49:24 AM - 2** | | | **2020 - May - 1st Council Meeting** | |
| | | **8498 35 021 0458551 4/25-5/24/20** | | | |
| | | | **4/25-5/24/20 Services** | | |
| | | | 001-018-000-518-30-42-01 | Telecommunications Charges | $542.87 |
| | | | | City Hall Internet | |
| | | **Total 8498 35 021 0458551 4/25-5/24/20** | | | **$542.87** |
| | | **8498 35 021 0602869 4/29-5/28/20** | | | |
| | | | **4/29-5/28/20 Services** | | |
| | | | 001-018-000-518-30-42-01 | Telecommunications Charges | $90.23 |
| | | | | City Hall Public Internet | |
| | | **Total 8498 35 021 0602869 4/29-5/28/20** | | | **$90.23** |
| | **Total EFT Payment 5/7/2020 10:49:24 AM - 2** | | | | **$633.10** |
| **Total Comcast** | | | | | **$633.10** |

| Vendor | Number | Reference | Account Number | Description | Amount |
|---|---|---|---|---|---|
| **Comcast Business** | | | | | |
| | **EFT Payment 5/7/2020 10:49:24 AM - 3** | | | **2020 - May - 1st Council Meeting** | |
| | | **99566649** | | | |
| | | | **4/15-5/14/20 Services** | | |
| | | | 001-018-000-518-30-42-01 | Telecommunications Charges | $1,052.20 |
| | | | | City Hall Phones | |
| | | **Total 99566649** | | | **$1,052.20** |
| | **Total EFT Payment 5/7/2020 10:49:24 AM - 3** | | | | **$1,052.20** |
| **Total Comcast Business** | | | | | **$1,052.20** |
| **Convergint Technologies LLC** | | | | | |
| | **24354** | | | **2020 - May - 1st Council Meeting** | |
| | | **243743** | | | |
| | | | **Annual Maintenance Agreement** | | |
| | | | 001-018-000-518-30-41-01 | Professional Services | $2,946.42 |
| | | | | Annual Maintenance Agreement | |
| | | **Total 243743** | | | **$2,946.42** |
| | **Total 24354** | | | | **$2,946.42** |
| **Total Convergint Technologies LLC** | | | | | **$2,946.42** |
| **Crystal Springs** | | | | | |
| | **EFT Payment 5/7/2020 10:49:24 AM - 4** | | | **2020 - May - 1st Council Meeting** | |
| | | **15787820 042220** | | | |
| | | | **Acct# 698722615787820** | | |
| | | | 001-018-000-518-20-31-01 | Office & Operational Supplies | $78.29 |
| | | | | City Hall Water | |
| | | **Total 15787820 042220** | | | **$78.29** |
| | **Total EFT Payment 5/7/2020 10:49:24 AM - 4** | | | | **$78.29** |
| **Total Crystal Springs** | | | | | **$78.29** |
| **Daryl Eidinger** | | | | | |
| | **24355** | | | **2020 - May - 1st Council Meeting** | |
| | | **042420-DE** | | | |
| | | | **Mileage Reimbursement** | | |
| | | | 001-013-000-513-10-43-03 | Mileage Reimbursement | $149.50 |
| | | | | Economic Road Trip to Ridgefield | |
| | | **Total 042420-DE** | | | **$149.50** |
| | **Total 24355** | | | | **$149.50** |
| **Total Daryl Eidinger** | | | | | **$149.50** |
| **Gray & Osborne, Inc** | | | | | |
| | **24356** | | | **2020 - May - 1st Council Meeting** | |
| | | **2-G&O Prj.18626.09** | | | |
| | | | **Haworth Drainage As-Built** | | |
| | | | 410-000-000-531-38-41-01 | Professional Service | $1,511.35 |

| Vendor | Number | Reference | Account Number | | Description | Amount |
|---|---|---|---|---|---|---|
| | | | | Haworth Drainage As-Built | | |
| | | **Total 2-G&O Prj.18626.09** | | | | **$1,511.35** |
| | | **6-G&O Prj.18626.07** | | | | |
| | | | **36th & Meridian Park Phase 1** | | | |
| | | | 310-000-000-594-76-41-03 | | Professional Svs.-Property | $2,717.64 |
| | | | | 36th & Meridian Park Phase 1 | | |
| | | **Total 6-G&O Prj.18626.07** | | | | **$2,717.64** |
| | | **6-G&O Prj.19614.00** | | | | |
| | | | **General Sewer Plan Update** | | | |
| | | | 401-000-000-594-35-61-01 | | Cap Improvements-Sewer Plan Update | $1,821.56 |
| | | | | General Sewer Plan Update | | |
| | | **Total 6-G&O Prj.19614.00** | | | | **$1,821.56** |
| | **Total 24356** | | | | | **$6,050.55** |
| **Total Gray & Osborne, Inc** | | | | | | **$6,050.55** |
| | | | | | | |
| **Jennings Equipment, Inc.** | | | | | | |
| | **24357** | | | **2020 - May - 1st Council Meeting** | | |
| | | **6244** | | | | |
| | | | **April Purchases** | | | |
| | | | 001-018-000-518-30-32-02 | | Supplies/Parts - Vehicles & Equipment | $128.99 |
| | | | | Dust Covers, Blades for Large Mower | | |
| | | **Total 6244** | | | | **$128.99** |
| | **Total 24357** | | | | | **$128.99** |
| **Total Jennings Equipment, Inc.** | | | | | | **$128.99** |
| | | | | | | |
| **Julie Dyer** | | | | | | |
| | **24358** | | | **2020 - May - 1st Council Meeting** | | |
| | | **1010-JD** | | | | |
| | | | **4/16-4/30/20 Services** | | | |
| | | | 001-018-000-518-80-41-01 | | Contracted IT Services | $2,240.00 |
| | | | | IT Consulting Services 4/16-4/30/20 | | |
| | | **Total 1010-JD** | | | | **$2,240.00** |
| | **Total 24358** | | | | | **$2,240.00** |
| **Total Julie Dyer** | | | | | | **$2,240.00** |
| | | | | | | |
| **Madrona Law Group, PLLC** | | | | | | |
| | **24359** | | | **2020 - May - 1st Council Meeting** | | |
| | | **10190** | | | | |
| | | | **April Services** | | | |
| | | | 001-019-000-515-41-41-01 | | Legal Services-External | $10,456.00 |
| | | | | April Services | | |
| | | **Total 10190** | | | | **$10,456.00** |
| | **Total 24359** | | | | | **$10,456.00** |
| **Total Madrona Law Group, PLLC** | | | | | | **$10,456.00** |

| Vendor | Number | Reference | Account Number | Description | Amount |
|---|---|---|---|---|---|
| **McCarthy & Causseaux** | | | | | |
| | **24360** | | | **2020 - May - 1st Council Meeting** | |
| | | **207** | | | |
| | | | **April Services** | | |
| | | | 001-015-000-515-41-41-14 | Hearing Examiner Legal Fees | $815.00 |
| | | | | Hearing Examiner Svcs for Estates at Caldwell | |
| | | **Total 207** | | | **$815.00** |
| | **Total 24360** | | | | **$815.00** |
| **Total McCarthy & Causseaux** | | | | | **$815.00** |
| **McKinstry Co, LLC** | | | | | |
| | **24361** | | | **2020 - May - 1st Council Meeting** | |
| | | **10113764** | | | |
| | | | **March Maintenance** | | |
| | | | 001-018-000-518-30-48-03 | Maintenance/Repairs - Buildings | $1,226.88 |
| | | | | March Maintenance | |
| | | **Total 10113764** | | | **$1,226.88** |
| | | **10113867** | | | |
| | | | **April Maintenance** | | |
| | | | 001-018-000-518-30-48-03 | Maintenance/Repairs - Buildings | $1,226.88 |
| | | | | April Maintenance | |
| | | **Total 10113867** | | | **$1,226.88** |
| | | **10114964** | | | |
| | | | **Annual Fire Testing** | | |
| | | | 001-018-000-518-30-48-03 | Maintenance/Repairs - Buildings | $1,923.00 |
| | | **Total 10114964** | | | **$1,923.00** |
| | **Total 24361** | | | | **$4,376.76** |
| **Total McKinstry Co, LLC** | | | | | **$4,376.76** |
| **McLendon Hardware-Blue Tarp Credit Services** | | | | | |
| | **EFT Payment 5/7/2020 10:49:24 AM - 5** | | | **2020 - May - 1st Council Meeting** | |
| | | **H57011** | | | |
| | | | **April Purchases** | | |
| | | | 101-000-000-542-30-31-01 | Roadway-Operational Supplies | $33.86 |
| | | | | Knee Pads, Safety Glasses | |
| | | **Total H57011** | | | **$33.86** |
| | | **H61705** | | | |
| | | | **April Purchases** | | |
| | | | 101-000-000-542-30-31-01 | Roadway-Operational Supplies | $54.64 |
| | | | | Metal Rake | |
| | | **Total H61705** | | | **$54.64** |
| | | **H63903** | | | |
| | | | **April Purchases** | | |
| | | | 101-000-000-542-30-31-01 | Roadway-Operational Supplies | $34.95 |
| | | | | Screws, Lock Hasp | |
| | | **Total H63903** | | | **$34.95** |

| Vendor | Number | Reference | Account Number | Description | Amount |
|---|---|---|---|---|---|
| | | **H67611** | | | |
| | | | **April Purchases** | | |
| | | | 101-000-000-542-30-31-01 | Roadway-Operational Supplies | $137.56 |
| | | | | Decking for Trailer | |
| | | **Total H67611** | | | **$137.56** |
| | | **H67995** | | | |
| | | | **April Purchases** | | |
| | | | 101-000-000-542-30-31-01 | Roadway-Operational Supplies | $68.04 |
| | | | | Misc. Fasteners, Eye Bolts | |
| | | **Total H67995** | | | **$68.04** |
| | | **H69822** | | | |
| | | | **April Purchases** | | |
| | | | 101-000-000-542-30-31-01 | Roadway-Operational Supplies | $16.89 |
| | | | | Paint Supplies for Trailer | |
| | | **Total H69822** | | | **$16.89** |
| | **Total EFT Payment 5/7/2020 10:49:24 AM - 5** | | | | **$345.94** |
| **Total McLendon Hardware-Blue Tarp Credit Services** | | | | | **$345.94** |
| **Monarch Landscape Holdings** | | | | | |
| | **Direct Pay Payment 5/7/2020 10:49:43 AM - 3** | | | **2020 - May - 1st Council Meeting** | |
| | | **CD50077380** | | | |
| | | | **WO# 42013** | | |
| | | | 101-000-000-542-70-48-04 | Roadside- ROW Veg Maint Contractor | $659.40 |
| | | | | Backflow Assembly Test | |
| | | **Total CD50077380** | | | **$659.40** |
| | | **CD50077429** | | | |
| | | | **WO# 42905** | | |
| | | | 001-076-000-576-80-41-10 | Parks Maintenance | $13,188.00 |
| | | | | Hazard Tree Mitigation- Nelson Park | |
| | | **Total CD50077429** | | | **$13,188.00** |
| | | **CD50078878** | | | |
| | | | **May Services** | | |
| | | | 101-000-000-542-70-48-04 | Roadside- ROW Veg Maint Contractor | $1,129.77 |
| | | | | May Services | |
| | | **Total CD50078878** | | | **$1,129.77** |
| | **Total Direct Pay Payment 5/7/2020 10:49:43 AM - 3** | | | | **$14,977.17** |
| **Total Monarch Landscape Holdings** | | | | | **$14,977.17** |
| **Nourish Pierce County** | | | | | |
| | **24349** | | | **2020 - May - 1st Council Meeting** | |
| | | **042820-NOU** | | | |
| | | | **Donation** | | |
| | | | 001-019-000-518-90-41-01 | Gen'l Gov't-Professional Services | $15,000.00 |

| Vendor | Number | Reference | Account Number | | Description | Amount |
|---|---|---|---|---|---|---|
| | | | | Donation for CV19 Pandemic | | |
| | | **Total 042820-NOU** | | | | **$15,000.00** |
| | **Total 24349** | | | | | **$15,000.00** |
| **Total Nourish Pierce County** | | | | | | **$15,000.00** |
| | | | | | | |
| **O'Reilly Auto Parts** | | | | | | |
| | **EFT Payment 5/7/2020 10:49:24 AM - 6** | | | **2020 - May - 1st Council Meeting** | | |
| | | **3725-302489** | | | | |
| | | | **April Purchases** | | | |
| | | | 001-018-000-518-30-32-02 | | Supplies/Parts - Vehicles & Equipment | $15.05 |
| | | | | Vehicle Cleaning Supplies- Soap, Mit | | |
| | | **Total 3725-302489** | | | | **$15.05** |
| | | **3725-303345** | | | | |
| | | | **April Purchases** | | | |
| | | | 001-018-000-518-30-32-02 | | Supplies/Parts - Vehicles & Equipment | $35.25 |
| | | | | Paint for Trailer | | |
| | | **Total 3725-303345** | | | | **$35.25** |
| | | **3725-303671** | | | | |
| | | | **April Purchases** | | | |
| | | | 001-018-000-518-30-32-02 | | Supplies/Parts - Vehicles & Equipment | $17.74 |
| | | | | Rubber Coating for Trailer | | |
| | | **Total 3725-303671** | | | | **$17.74** |
| | | **3725-303672** | | | | |
| | | | **April Purchases** | | | |
| | | | 001-018-000-518-30-32-02 | | Supplies/Parts - Vehicles & Equipment | $75.38 |
| | | | | Bed Liner for Trailer | | |
| | | **Total 3725-303672** | | | | **$75.38** |
| | **Total EFT Payment 5/7/2020 10:49:24 AM - 6** | | | | | **$143.42** |
| **Total O'Reilly Auto Parts** | | | | | | **$143.42** |
| | | | | | | |
| **PCRCD, LLC** | | | | | | |
| | **24362** | | | **2020 - May - 1st Council Meeting** | | |
| | | **32416** | | | | |
| | | | **Acct# 395** | | | |
| | | | 101-000-000-542-30-48-03 | | Roadway-Maintenance/Cleaning | $55.00 |
| | | | | Freon Appliance Disposal | | |
| | | **Total 32416** | | | | **$55.00** |
| | **Total 24362** | | | | | **$55.00** |
| **Total PCRCD, LLC** | | | | | | **$55.00** |

| Vendor | Number | Reference | Account Number | Description | Amount |
|---|---|---|---|---|---|
| **Pierce County Budget & Finance Sheriff** | | | | | |
| | **24363** | | | **2020 - May - 1st Council Meeting** | |
| | | **CI-287910** | | | |
| | | | **April Services** | | |
| | | | 001-021-000-521-20-41-01 | Police Services | $234,053.33 |
| | | | | April Services | |
| | | **Total CI-287910** | | | **$234,053.33** |
| | **Total 24363** | | | | **$234,053.33** |
| **Total Pierce County Budget & Finance Sheriff** | | | | | **$234,053.33** |
| **Pitney Bowes** | | | | | |
| | **EFT Payment 5/7/2020 10:49:24 AM - 7** | | | **2020 - May - 1st Council Meeting** | |
| | | **1015504358** | | | |
| | | | **April Purchases** | | |
| | | | 001-018-000-518-20-31-01 | Office & Operational Supplies | $88.73 |
| | | | | Postage Machine Ink | |
| | | **Total 1015504358** | | | **$88.73** |
| | **Total EFT Payment 5/7/2020 10:49:24 AM - 7** | | | | **$88.73** |
| **Total Pitney Bowes** | | | | | **$88.73** |
| **Puget Sound Energy** | | | | | |
| | **EFT Payment 5/7/2020 10:49:24 AM - 8** | | | **2020 - May - 1st Council Meeting** | |
| | | **220021730704 April** | | | |
| | | | **April Statement** | | |
| | | | 001-018-000-518-30-47-01 | Electricity | $13.39 |
| | | | | April Statement | |
| | | **Total 220021730704 April** | | | **$13.39** |
| | **Total EFT Payment 5/7/2020 10:49:24 AM - 8** | | | | **$13.39** |
| **Total Puget Sound Energy** | | | | | **$13.39** |
| **Rick Pederson** | | | | | |
| | **24364** | | | **2020 - May - 1st Council Meeting** | |
| | | **04/01/20-RP** | | | |
| | | | **April Mileage Reimbursement** | | |
| | | | 101-000-000-542-90-43-03 | Admin/Overhead-Mileage Reimbursement | $64.98 |
| | | | | April Mileage Reimbursement | |
| | | | 410-000-000-531-38-43-03 | Mileage Reimbursement | $64.97 |
| | | | | April Mileage Reimbursement | |
| | | **Total 04/01/20-RP** | | | **$129.95** |
| | | **040120-RP** | | | |
| | | | **April Mileage Reimbursement** | | |
| | | | 101-000-000-542-90-43-03 | Admin/Overhead-Mileage Reimbursement | $76.19 |
| | | | | April Mileage Reimbursement | |
| | | | 410-000-000-531-38-43-03 | Mileage Reimbursement | $76.19 |

| Vendor | Number | Reference | Account Number | Description | Amount |
|---|---|---|---|---|---|
| | | | | April Mileage Reimbursement | |
| | | **Total 040120-RP** | | | **$152.38** |
| | **Total 24364** | | | | **$282.33** |
| **Total Rick Pederson** | | | | | **$282.33** |
| **Smarsh, Inc.** | | | | | |
| | **EFT Payment 5/7/2020 10:49:24 AM - 9** | | | **2020 - May - 1st Council Meeting** | |
| | | **INV00588585** | | | |
| | | | **4/1-9/30/20 Services** | | |
| | | | 001-018-000-518-85-49-03 | Computer Subscriptions | $3.40 |
| | | | | Archiving | |
| | | **Total INV00588585** | | | **$3.40** |
| | **Total EFT Payment 5/7/2020 10:49:24 AM - 9** | | | | **$3.40** |
| **Total Smarsh, Inc.** | | | | | **$3.40** |
| **Transpo Group** | | | | | |
| | **24365** | | | **2020 - May - 1st Council Meeting** | |
| | | **24657** | | | |
| | | | **Prj. 1.18149.00 24th & Meridian Sidewalk** | | |
| | | | 350-000-000-595-61-63-01 | Pedestrian Projects | $2,707.50 |
| | | | | 24th & Meridian Sidewalk | |
| | | **Total 24657** | | | **$2,707.50** |
| | | **24659** | | | |
| | | | **Prj. 1.18149.00 Local Road Safety Plan** | | |
| | | | 340-000-000-595-10-63-01 | Capital Improvements-Engineering | $5,143.75 |
| | | | | Local Road Safety Plan | |
| | | **Total 24659** | | | **$5,143.75** |
| | | **24660** | | | |
| | | | **Prj. 1.18149.00 36th & Meridian Sidewalk** | | |
| | | | 350-000-000-595-61-63-01 | Pedestrian Projects | $1,402.50 |
| | | | | 36th & Meridian Sidewalk | |
| | | **Total 24660** | | | **$1,402.50** |
| | **Total 24365** | | | | **$9,253.75** |
| **Total Transpo Group** | | | | | **$9,253.75** |

| Vendor | Number | Reference | Account Number | Description | Amount |
|---|---|---|---|---|---|
| **Utilities Underground Location Center** | | | | | |
| | **24366** | | | **2020 - May - 1st Council Meeting** | |
| | | **0040137** | | | |
| | | | **April Services** | | |
| | | | 410-000-000-531-38-49-09 | Misc. Fees & Charges | $127.71 |
| | | | | Utility Locating Svs. for April | |
| | | **Total 0040137** | | | **$127.71** |
| | **Total 24366** | | | | **$127.71** |
| **Total Utilities Underground Location Center** | | | | | **$127.71** |
| **Wells Fargo Vendor Fin Serv** | | | | | |
| | **EFT Payment 5/7/2020 10:49:24 AM - 10** | | | **2020 - May - 1st Council Meeting** | |
| | | **5010078061** | | | |
| | | | **May Lease** | | |
| | | | 001-018-000-518-30-45-06 | Copier Lease | $368.17 |
| | | | | Kyocera Copier Lease | |
| | | **Total 5010078061** | | | **$368.17** |
| | **Total EFT Payment 5/7/2020 10:49:24 AM - 10** | | | | **$368.17** |
| **Total Wells Fargo Vendor Fin Serv** | | | | | **$368.17** |
| **West Coast Signal, Inc.** | | | | | |
| | **24367** | | | **2020 - May - 1st Council Meeting** | |
| | | **3031** | | | |
| | | | **90001 Flasher Repair** | | |
| | | | 101-000-000-542-64-31-10 | Traffic Control Devices-School Zone Flashers | $6,510.30 |
| | | | | School Zone Flasher Repair | |
| | | **Total 3031** | | | **$6,510.30** |
| | **Total 24367** | | | | **$6,510.30** |
| **Total West Coast Signal, Inc.** | | | | | **$6,510.30** |
| **Grand Total** | | **Vendor Count** | **32** | | **$328,460.19** |

# City Of Edgewood
# Council Agenda Summary Sheet

| | |
|---|---|
| **Subject:**<br>**AB20-0502,** Resolution No. 20-0502, adopting the 2021-2026 Transportation Improvement Plan | **Agenda Item #:** **5.A**<br>**For Agenda of:** **5/12/2020**<br>**Prepared by: Jeremy Metzler** |

**Attachments (list):**

1. Resolution No. 20-0502, TIP Update
2. FINAL - 2021 TIP Budget Spreadsheet

| | |
|---|---|
| **Approval of Materials:**<br><br>Jeremy Metzler<br><br>Rachel Pitzel 5/7/2020<br>Dave Gray 5/7/2020<br>Daryl Eidinger 5/7/2020 | **Expenditure Required:**<br>N/A<br>**Amount Budgeted:**<br>N/A<br>**Timeline:**<br>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 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.

The attached plan 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.

Following discussion at the 5/5/2020 study session, it was reiterated this plan is not a final budget document, that staff will bring forward discussion items on the two public comments at future council meetings, and as such no further changes were made to the TIP.

**Item History:**
SS 4/07/2020
SS 4/21/2020
RCM PH 4/28/2020
SS 5/05/2020

**Recommended Action:**
MOTION to adopt **AB20-0502,** Resolution No. 20-0502, adopting the 2021-2026 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 he projected level of TIF funding, the City must receive on average $585,400 per year for fiscal years 2020 through 2026. Total TIF receipts in 2019 were $555,240.

# RESOLUTION NO. 20-0502

## 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

**Exhibit A**

2021-2026 Transportation Improvement Plan (TIP)

# Transportation Improvement Program (TIP)

Years 2021-2026



| 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**

| | Prior Years (Actual) | 2020 Estimate | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | Future Years | Total Project Cost | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 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:** 5/7/2020

# City Of Edgewood
# Council Agenda Summary Sheet

| | |
|---|---|
| **Subject:**<br>**AB20-0503,** adopting Resolution No. 20-0503, accepting City Attorney Services Contract with Madrona Law Group and confirming Ann Marie Soto as City Attorney | **Agenda Item #:** 5.B<br>**For Agenda of:** 5/12/2020<br>**Prepared by:** Dave Gray |
| **Attachments (list):**<br>1. Resolution 20-0xx Agreement for Legal Services<br>2. Edgewood - 2020 AGREEMENT FOR LEGAL SERVICES - CITY ATTORNEY - signed | |
| **Approval of Materials:**<br>Dave Gray<br>Rachel Pitzel 5/6/2020<br>Dave Gray 5/6/2020<br>Daryl Eidinger 5/6/2020 | **Expenditure Required:**<br>None, expenditures are booked for by the hour services based upon the Agreement for Legal Services rate schedule on Exhibit A.<br>**Amount Budgeted:**<br>$93,600.00 budgeted for the 2020 Fiscal Year<br>**Timeline:**<br>~~Study Session Discussion/Review - 05/05/2020~~<br>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:**
MOTION to adopt **AB20-0503,** adopting Resolution No. 20-0503, accepting City Attorney Services Contract with Madrona Law Group and confirming Ann Marie Soto as City Attorney

**Fiscal Note/Consideration:**

# RESOLUTION NO. 20-0503

## 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 Eidinger, 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 of 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:______________________ | By:______________________ |
| Daryl Eidinger, Mayor | 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:**<br>**AB20-0504,** adopting Resolution No. 20-0504, authorizing the Mayor to execute a Memorandum of Understanding with Drainage District #21 | **Agenda Item #: 5.C**<br>**For Agenda of: 5/12/2020**<br>**Prepared by: Jeremy Metzler** |

**Attachments (list):**

1. Resolution 20-0504 MOU with Drainage District
2. FINAL MOU Withdrawal of DD21

| | |
|---|---|
| **Approval of Materials:**<br><br>Jeremy Metzler<br><br>Rachel Pitzel 5/7/2020<br>Dave Gray 5/7/2020<br>Daryl Eidinger 5/7/2020 | **Expenditure Required:**<br>N/A<br><br>**Amount Budgeted:**<br>N/A<br><br>**Timeline:**<br>RCM 5/12/2020<br>DD21 Board 5/26/2020<br>SS 6/2/2020 (Tentative) |

**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 incorporating DD21's review comments, staff has prepared the attached 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. Here is a summary of the changes made as a result of comments provided by the DD21 commissioners:

1. Replaced "*dissolution*" in the opening paragraph with "*suspension of operations*", to be consistent with changes below,
2. Updated the DD21 creation year to 1935,
3. Replaced "*dissolve*" in the third Whereas with "*suspend operations*",
4. Replaced "*dissolving*" in the fourth Whereas with "*suspending operations*",
5. Adding a fifth Whereas acknowledging that, while independent of the proposed withdrawal action, DD21's suspension is subject to Pierce County's legislative authority,
6. Replaced "*dissolution*" in the sixth Whereas with "*withdrawal from the City*",
7. Adding a seventh Whereas acknowledging two portions of the Wapato conveyance lie outside Edgewood, and anticipating further coordination to ensure ongoing maintenance of those portions to prevent adverse impacts to Edgewood citizens, and
8. Replaced "*volunteer*" in the last Whereas with "*elected Commissioner*".

**Item History:**
SS 5/05/2020

**Recommended Action:**
MOTION to adopt **AB20-0504,** adopting Resolution No. 20-0504, authorizing the Mayor to execute a Memorandum of Understanding with Drainage District #21

**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.

# RESOLUTION NO. 20-0504

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH DRAINAGE DISTRICT #21.

**WHEREAS,** Pierce County Drainage District # 21 ("District") currently serves portions of the cities of Edgewood ("City") and Puyallup, as well as a portion of unincorporated Pierce County, with drainage utility services; and

**WHEREAS**, Pierce County Drainage District #21 was created in the year 1935, prior to the establishment of the City's drainage utility in the year 1996;

**WHEREAS,** given the development and growth within Edgewood and Puyallup and the transition of the area from more rural to more urban in character, the District wishes to suspend operations in 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 suspending operations in 2021; and

**WHEREAS,** the City of Edgewood 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 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, elected Commissioner 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; and

**WHEREAS,** the City and the District wish to enter into a non-binding Memorandum of Understanding ("MOU") to set forth the parties' understanding and intent with respect to the District's proposed withdrawal from the City and to specify the anticipated steps and benchmarks prerequisite to the proposed withdrawal.

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

**Section 1.** The Mayor is authorized to execute the Memorandum of Understanding with Drainage District No. 21 attached to this resolution as Exhibit A.

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

**ADOPTED THIS 12TH DAY OF MAY, 2020**

______________________________
Daryl Eidinger, Mayor

**ATTEST:**

______________________________
Rachel Pitzel, CMC
City Clerk

**<u>Memorandum of Understanding</u>**
**<u>City of Edgewood Washington and Pierce County Drainage District #21</u>**

This Memorandum of Understanding ("MOU") is to 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 suspension of operations 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 1935, 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 suspend operations 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 suspending operations in 2021; and

**WHEREAS**, the City recognizes that the District's suspension of operations per RCW 85.38.220 is subject to Pierce County's legislative authority (Pierce County Council) and the designated processes outlined therein; and

**WHEREAS,** the City of Edgewood 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 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,** in the event the District suspends operation, the City anticipates a need for further inter-agency coordination regarding maintenance of two small portions of the Wapato conveyance that lie outside of the City's jurisdiction that, if left unmaintained, will negatively affect upstream and downstream flows of the corresponding conveyances that fall within the City's boundaries; 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 organization, run by elected Commissioners 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 builts," 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<br>DRAINAGE DISTRICT #21 | CITY OF EDGEWOOD |
| ________________________<br>Doug Skelly<br>Lead Commissioner | ________________________<br>Daryl Eidinger<br>Mayor |
| ________________________<br>Date | ________________________<br>Date |

**ATTEST:**

| | |
|---|---|
| ________________________<br>Secretary | ________________________<br>Rachel Pitzel, CMC<br>City Clerk |

**APPROVED AS TO FORM:**

| | |
|---|---|
| | ________________________<br>Ann Marie J. Soto<br>Interim City Attorney |