



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, June 16, 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 - Development Review

B. Discussion – Uniform Policy

C. Discussion – Resolution - Local Government Investment Pool

D. Discussion – Resolution - PW Unit Cost On Call Contract

E. Discussion – Resolution – ROW Procedures Administrative Policy

F. Discussion - DD21 Withdrawal Resolution

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 - Development Review	Agenda Item #: 2.A
	For Agenda of: 6/16/2020
	Prepared by: Emily Arteche
Attachments (list): 1. 2020 Permit Inspection Tally through May 2. June 2020 Land Division report 3. Monthly Projects Summary 4. Planning Project Workload Tracking	
Approval of Materials: Emily Arteche Rachel Pitzel 6/12/2020 Dave Gray 6/12/2020 Daryl Eidinger 6/12/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: MONTHLY

Summary Statement:

The City's Community & Economic Development (CED) Department is entrusted by City Council, Edgewood citizens, and the State of Washington to provide growth management and development review, neighborhood preservation and revitalization, property inspection and maintenance, and other programs and business development services necessary to ensure the healthy, safety, and quality of life of Edgewood residents. To carry out these responsibilities, CED staff members perform numerous customer interactions, code interpretations, permitting functions, project reviews, on-site inspections, and multiple other functions. Emily Arteche will be presenting the Development Review this month.

Item History:

N/A

Recommended Action:

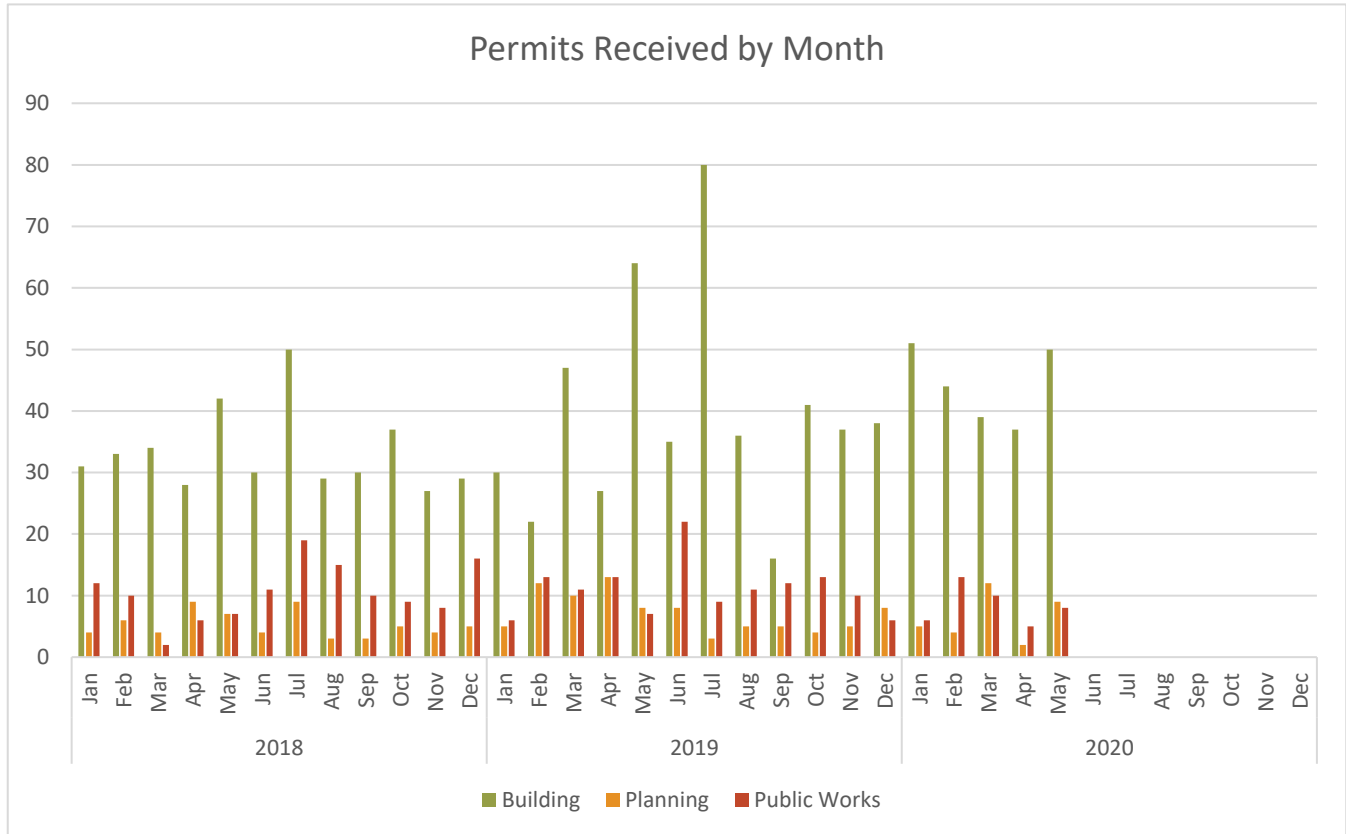
PRESENTATION ONLY

Fiscal Note/Consideration:

N/A

May 2020

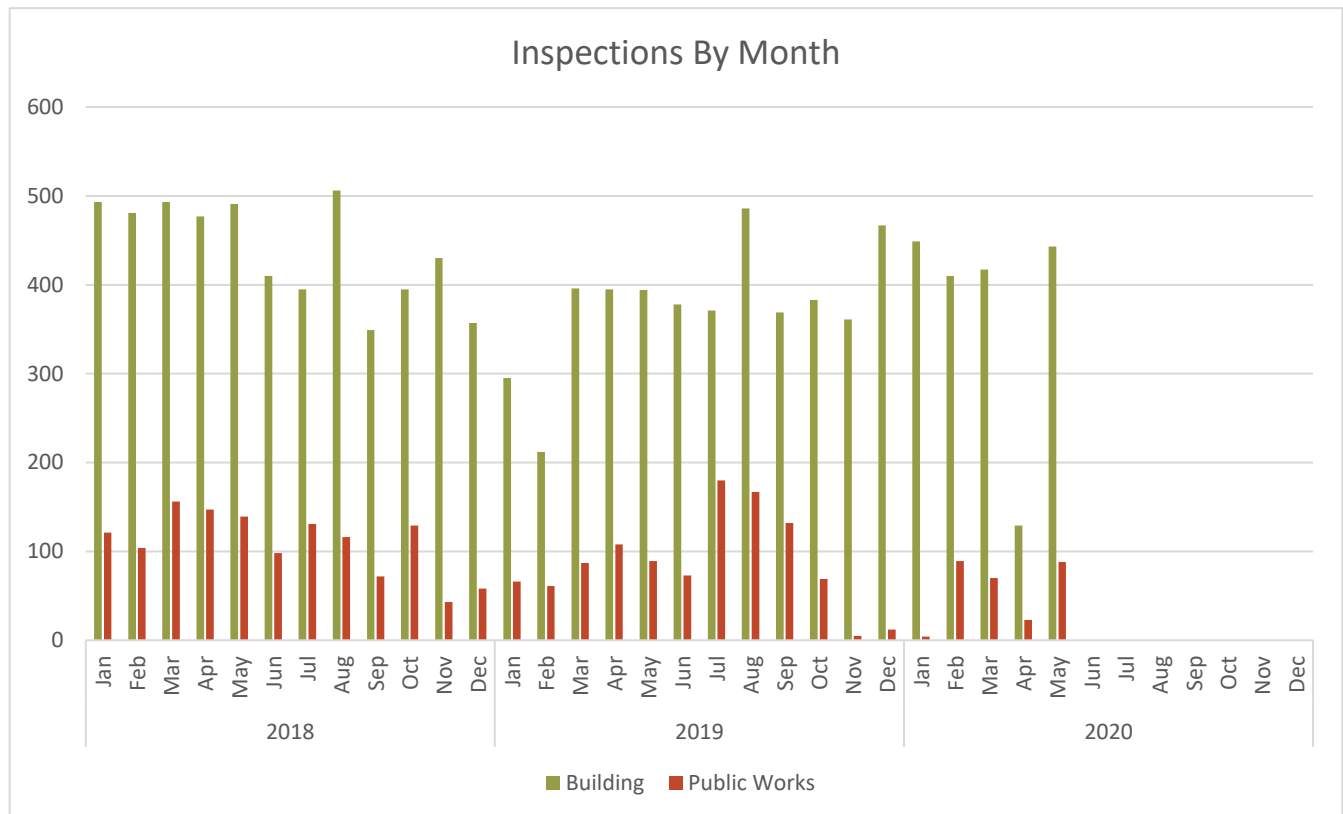
City of Edgewood Monthly Development Report



Permits	Building		Planning		Public Works	
	Received	Issued	Received	Issued	Received	Issued
May 2020	50	26	9	4	8	6
May 2019	64	50	8	8	7	9
May 2018	42	39	7	0	7	4
Average 2020	44	28	6	2	8	6
Average 2019	39	38	7	6	11	10
Average 2018	33	32	5	2	10	7
YTD 2020	221	139	32	12	42	32
YTD 2019	190	175	48	31	50	52
YTD 2018	168	162	30	0	37	23
	Building		Planning		Public Works	
	Month	Received	Month	Received	Month	Received
Highest Month 2020	Jan	51	Mar	12	Feb	13
Highest Month 2019	Jul	80	Apr	13	Jun	22
Highest Month 2018	Jul	50	Apr	9	Jul	19

May 2020

City of Edgewood Monthly Development Report



<i>Inspections</i>	Building		Public Works	
May 2020	443		88	
May 2019	394		89	
May 2018	491		139	
Average 2020	370		55	
Average 2019	376		87	
Average 2018	440		110	
YTD 2020	1848		274	
YTD 2019	1692		411	
YTD 2018	2435		667	
	Building		Public Works	
	Month	Insp.	Month	Insp.
Highest Month 2020	Jan	449	Feb	89
Highest Month 2019	Aug	486	Jul	180
Highest Month 2018	Aug	506	Mar	156

Land Division Report- June 2020

Preliminary Plat						Site Development	Final Plat		
Start Year	Submitted	Project	Total Lots Proposed	Status	Approved	Status	Status	Recorded Date	Total Lots Recorded
2020	3/18/2020	PHILLIPS RIDGE SUBDIVISION	14	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
	2/28/2020	DODDS SHORT PLAT	2	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
	1/23/2020	SMITH SHORT PLAT	2	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
2019	11/7/2019	BJERK SHORT PLAT	2	APPROVED	1/14/2020	N/A	APPLICATION		
	10/18/2019	ESTATES ON CALDWELL SUBDIVISION	6	APPROVED		APPLICATION	NOT SUBMITTED		
	8/28/2019	JENNA ACRES SHORT PLAT	4	APPLICATION		APPLICATION	NOT SUBMITTED		
	4/8/2019	SELLERS SHORT PLAT	2	APPROVED	9/27/2019	NOT SUBMITTED	NOT SUBMITTED		
	3/26/2019	WAGNER SHORT PLAT	3	APPROVED	10/23/2019	APPLICATION	NOT SUBMITTED		
	3/26/2019	RAMSAUR SHORT PLAT	4	APPROVED	6/21/2019	NOT SUBMITTED	NOT SUBMITTED		
	3/18/2019	MISENAR SHORT PLAT	2	APPROVED	5/23/2019	N/A	APPROVED	6/14/2019	2
	3/12/2019	BECKER SHORT PLAT	2	APPROVED	7/1/2019	APPLICATION	APPLICATION		
2018	11/26/2018	BARTH SUBDIVISION	37	APPLICATION		APPLICATION	NOT SUBMITTED		
	10/17/2018	T GARRETT SHORT PLAT	2	APPROVED	3/1/2019	APPROVED	APPROVED	10/4/2019	2
	7/13/2018	MAKSIMCHUK SHORT PLAT	2	APPROVED	1/25/2019	N/A	APPROVED	3/13/2019	2
	6/15/2018	GRUBB SHORT PLAT	3	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
	4/17/2018	HEART & SOUL SHORT PLAT	4	APPROVED	12/26/2018	ISSUED	NOT SUBMITTED		
	4/17/2018	MICKELSON SUBDIVISION	10	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
	2/15/2018	CHUMAKIN SHORT PLAT	4	APPROVED	6/22/2018	FINALED	APPROVED	5/21/2020	4
	2/8/2018	BEREZNYOV SHORT PLAT	4	APPROVED	1/10/2019	APPLICATION	NOT SUBMITTED		
	1/9/2018	ABEL SHORT PLAT	6	APPROVED	9/13/2018	ISSUED	NOT SUBMITTED		
2017	12/6/2017	CIRILIUM SUBDIVISION	18	APPROVED	8/15/2018	FINALED	APPROVED	3/27/2020	18
	10/11/2017	CHAMBERLIN SHORT PLAT	2	APPROVED	4/26/2018	N/A	APPROVED	7/11/2018	2
	10/10/2017	WOLF POINT SUBDIVISION	56	APPROVED	3/20/2019	APPLICATION	NOT SUBMITTED		
	3/23/2017	YURINA-COLLINS SHORT PLAT	3	APPROVED	10/19/2017	FINALED	APPROVED	3/12/2019	3
	3/22/2017	GAGNON SHORT PLAT	2	APPROVED	11/17/2017	APPROVED	NOT SUBMITTED		
2016	11/3/2016	VOLENTE SUBDIVISION	15	APPROVED	6/6/2017	ISSUED	APPLICATION		
	9/23/2016	DOMUS TOWNHOMES PRD (THE WOODLANDS)	55	APPROVED	1/11/2017	ISSUED	APPROVED	7/11/2018	55
	9/2/2016	EDGEWOOD VIEW ESTATES SUBDIVISION PHASE 2	92	APPROVED	12/14/2017	FINALED	APPROVED	3/25/2020	69
		EDGEWOOD VIEW ESTATES SUBDIVISION PHASE 1					APPROVED	12/5/2019	23
	7/15/2016	PETERSON SHORT PLAT	3	APPROVED	12/10/2016	NOT SUBMITTED	NOT SUBMITTED		
	7/13/2016	DAFFODIL FARMS SHORT PLAT	5	APPROVED	3/7/2017	FINALED	APPROVED	5/29/2018	5
	6/3/2016	GERVAIS SHORT PLAT	3	APPROVED	12/22/2016	APPLICATION	NOT SUBMITTED		
	5/12/2016	NORTHWOOD ESTATES WEST SUBDIVISION- PHASE 2	41			APPLICATION	NOT SUBMITTED		
		NORTHWOOD ESTATES WEST SUBDIVISION- PHASE 1	13	APPROVED	10/24/2017	ISSUED	APPROVED	1/25/2018	13
	4/4/2016	PASCOLO ESTATES SUBDIVISION	19	APPROVED	3/21/2017	FINALED	APPROVED	12/18/2019	19
2015	2/16/2016	EDGEWOOD TERRACE SUBDIVISION	28	APPROVED	7/5/2017	NOT SUBMITTED	NOT SUBMITTED		
	12/10/2015	NICKLAUS SUBDIVISION	38	APPROVED	12/15/2016	FINALED	APPROVED	6/12/2019	38
	11/13/2015	CALDWELL CREST SUBDIVISION	15	APPROVED	6/30/2016	FINALED	APPROVED	11/16/2017	15
	11/12/2015	RAINIER VISTA SUBDIVISION	13	APPROVED	7/28/2016	FINALED	APPROVED	11/28/2018	13
	11/2/2015	CALIBER SHORT PLAT	6	APPROVED	9/8/2016	FINALED	APPROVED	9/6/2019	
	10/26/2015	EDGEWOOD HEIGHTS SHORT PLAT	2	APPROVED	8/4/2016	ISSUED	APPROVED	5/4/2017	0
	7/21/2015	LEEPER SHORT PLAT	3	APPROVED	9/26/2015	FINALED	APPROVED	3/5/2018	3
	7/8/2015	EDGEWOOD ESTATES SUBDIVISION	14	APPROVED	9/29/2016	APPLICATION	NOT SUBMITTED		
	6/24/2015	LARSON SHORT PLAT	4	APPROVED	2/23/2016	FINALED	APPROVED	1/20/2017	4
	3/3/2015	GRAHAM-WHITSON SHORT PLAT	2	APPROVED	5/1/2015	NOT SUBMITTED	NOT SUBMITTED		
	2/27/2015	VIEW POINTE SUBDIVISION	44	APPROVED	4/29/2016	FINALED	APPROVED	8/16/2017	44
	1/26/2015	MAPLE GROVE SUBDIVISION	8	APPROVED	9/13/2016	FINALED	APPROVED	11/13/2019	8
	1/23/2015	CURRAN ESTATES SUBDIVISION	9	APPROVED	12/30/2015	FINALED	APPROVED	6/12/2019	9
2014	10/31/2014	WAMPOLD SHORT PLAT	6	APPROVED	1/15/2015	FINALED	APPROVED	3/15/2017	6
	4/24/2014	FOREST WOOD ESTATES SHORT PLAT	4	APPROVED	7/15/2014	N/A	APPROVED	12/19/2014	4
	4/4/2014	NOLAN SHORT PLAT	2	APPROVED	7/21/2014	FINALED	APPROVED	7/17/2015	2
	1/27/2014	LISITSYN SHORT PLAT	6	APPROVED	7/15/2014	FINALED	APPROVED	7/15/2019	6
2013	6/19/2013	WESTRIDGE SUBDIVISION	360	APPROVED	9/4/2014	FINALED	APPROVED	7/20/2016	284

Pending Projects - Planning and Engineering Permits

47 Permits

Exported: 06/01/2020

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
BLA								
20-1235	HILLSTRAND/ CONRAD BOUNDARY LINE ADJUSTMENT	10716 TO 10718 47TH ST E	3030000260	PLANNING	BLA	APPLICATION	05/20/2020	05/28/2020
CLEAR AND GRADE								
18-1428	GREENE CLEAR AND GRADE	2818 105TH AV E	3625000211	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	11/06/2018	04/21/2020
19-1408	BELYAYEVA CLEAR AND GRADE	11826 24TH ST E	420113150	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	08/21/2019	12/10/2019
CODE UPDATES/CHANGES								
19-1561	SANDHU COMPREHENSIVE PLAN AMENDMENT	830 WEST VALLEY HWY E	420024003	PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/23/2019	05/18/2020
19-1569	BRIDGE DEVELOPMENT PARTNERS COMPREHENSIVE PLAN AMENDMENT/ REZONE	XXX 96TH AV E	420164050	PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/31/2019	05/18/2020
19-1570	ABOLISH PUBLIC DESIGNATIONS			PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/31/2019	05/18/2020
19-1571	EAST SIDE COMMERCIAL FLUM			PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/31/2019	05/18/2020
19-1572	ELIMINATE STUDY OVERLAY			PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/31/2019	05/18/2020
19-1573	STUDY OVERLAY INDUSTRIAL FLUM			PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/31/2019	05/18/2020
19-1574	TRANSPORTATION SYSTEMS PLAN			PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/31/2019	05/18/2020
CONDITIONAL USE PERMIT (CUP)								
20-1114	MOUNTAIN VIEW ELEMENTARY CUP	3411 119TH AV E	420142130	PLANNING	CONDITIONAL USE PERMIT (CUP)	TECHNICALLY COMPLETE	03/05/2020	05/28/2020
20-1258	SE EDGEWOOD	3505 TO 3601 122ND AV E	420142138	PLANNING	CONDITIONAL USE PERMIT (CUP)	APPLICATION	05/29/2020	05/29/2020
DESIGN STAND REVIEW								
19-1436	THE LEARNING EXPERIENCE DESIGN STANDARDS REVIEW	527 MERIDIAN AV E	420036070	PLANNING	DESIGN STAND REVIEW	WAITING ON REVISIONS	09/18/2019	04/21/2020
20-1123	EDGEWOOD HEIGHTS PHASE II DESIGN REVIEW	1909 104TH AV E	420106035	PLANNING	DESIGN STAND REVIEW	WAITING ON REVISIONS	03/12/2020	05/26/2020
20-1144	CITY OF EDGEWOOD PARK DESIGN REVIEW	10301 36TH ST E	420152006	PLANNING	DESIGN STAND REVIEW	WAITING ON REVISIONS	03/25/2020	05/28/2020
NPDES EROSION CONTROL								
TESC 20-005	VOLENTE	8626 33RD ST E	9853000240	ENGINEERING	NPDES EROSION CONTROL	APPLICATION	02/18/2020	02/18/2020
TESC 20-006	Caldwell Crest	4112 CALDWELL RD E	420147039	ENGINEERING	NPDES EROSION CONTROL	APPLICATION	03/06/2020	03/06/2020
TESC 20-007	Heart & Soul Short Plat	9725 18TH STCT E	420095021	ENGINEERING	NPDES EROSION CONTROL	APPLICATION	03/06/2020	03/06/2020
TESC 20-008	Domus	10525 11TH ST E	420033084	ENGINEERING	NPDES EROSION CONTROL	APPLICATION	03/06/2020	03/06/2020
PRE APP								
20-1142	VIEW POINTE SELF STORAGE PHASE II AND III PRE-APPLICATION MEETING	10315 12TH STCT E	420037059	PLANNING	PRE APP	UNDER REVIEW	03/25/2020	05/28/2020

Pending Projects - Planning and Engineering Permits

47 Permits

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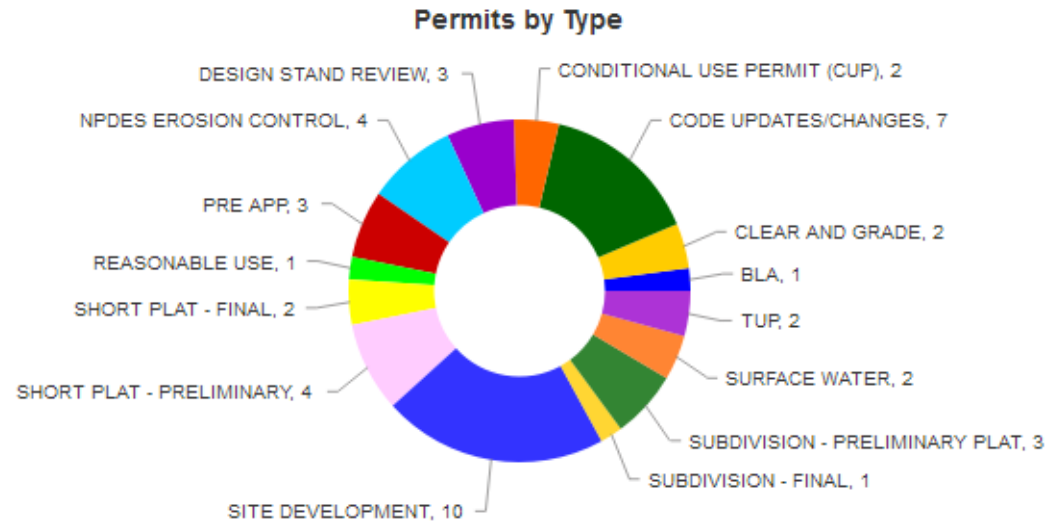
Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
20-1232	8TH ST (FOSTER) MIXED USE PRE-APPLICATION MEETING	10312 8TH ST E	6575000040	PLANNING	PRE APP	APPLICATION	05/19/2020	05/27/2020
20-1237	HUNTINGTON SHORT PLAT PRE-APPLICATION MEETING	XXX 95TH AVCT E	420091127	PLANNING	PRE APP	APPLICATION	05/21/2020	05/27/2020
REASONABLE USE								
19-1134	MCCUTCHEON REASONABLE USE PERMIT	XXX 36TH ST E	420152089	PLANNING	REASONABLE USE	WAITING ON REVISIONS	04/05/2019	05/27/2020
SHORT PLAT - FINAL								
20-1227	BECKER SHORT PLAT FINAL PLAT	4122 CALDWELL RD E	420147038	PLANNING	SHORT PLAT - FINAL	APPLICATION	05/18/2020	05/28/2020
20-1233	BJERK SHORT PLAT FINAL PLAT	9815 31ST ST E	420098061	PLANNING	SHORT PLAT - FINAL	APPLICATION	05/20/2020	05/27/2020
SHORT PLAT - PRELIMINARY								
18-1214	GRUBB SHORT PLAT PRELIMINARY PLAT	12325 48TH ST E	6755000323	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	06/15/2018	05/27/2020
19-1416	JENNA ACRES SHORT PLAT PRELIMINARY PLAT	1419 114TH AV E	420034061	PLANNING	SHORT PLAT - PRELIMINARY	UNDER REVIEW	08/28/2019	05/27/2020
20-1034	SMITH SHORT PLAT PRELIMINARY PLAT	2506 117TH AV E	420108013	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	01/23/2020	05/27/2020
20-1100	DODDS SHORT PLAT PRELIMINARY PLAT	4902 EDGEWOOD DR E	420235048	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	02/28/2020	05/27/2020
SITE DEVELOPMENT								
17-1527	NORTHWOOD ESTATES WEST PHASE II SITE DEVELOPMENT	9609 24TH ST E	420091136	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	12/05/2017	01/15/2020
18-1412	2818 MERIDIAN APARTMENTS SITE DEVELOPMENT	2818 MERIDIAN AV E	420098023	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	10/25/2018	04/28/2020
19-1401	BEREZNYOV SHORT PLAT SITE DEVELOPMENT	8904 20TH ST E	420096012	ENGINEERING	SITE DEVELOPMENT	INCOMPLETE	08/16/2019	02/11/2020
19-1413	WOLF POINT SUBDIVISION SITE DEVELOPMENT	XXX MERIDIAN AV E	420164094	ENGINEERING	SITE DEVELOPMENT	TECHNICALLY COMPLETE	08/27/2019	05/27/2020
19-1435	EDGEWOOD ESTATES SUBDIVISION SITE DEV (Process Type 1)	12220 12TH ST E	420023062	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	09/18/2019	05/20/2020
20-1131	WAGNER SHORT PLAT SITE DEVELOPMENT	11226 18TH ST E	9770000069	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	03/18/2020	05/27/2020
20-1145	CITY OF EDGEWOOD PARK SITE DEVELOPMENT	10301 36TH ST E	420152006	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	03/25/2020	05/27/2020
20-1198	ESTATES ON CALDWELL SITE DEVELOPMENT	XXX CALDWELL RD E	6755000022	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	04/29/2020	05/28/2020
20-1229	BARTH SUBDIVISION SITE DEVELOPMENT	3624 96TH AV E	420161087	ENGINEERING	SITE DEVELOPMENT	APPLICATION	05/19/2020	05/27/2020
20-1236	JENNA ACRES SHORT PLAT SITE DEVELOPMENT	1419 114TH AV E	420034061	ENGINEERING	SITE DEVELOPMENT	APPLICATION	05/20/2020	05/28/2020
SUBDIVISION - FINAL								
20-1111	VOLENTE SUBDIVISION FINAL PLAT	XXX 87TH AV E	9853000260	PLANNING	SUBDIVISION - FINAL	APPLICATION	03/04/2020	05/27/2020
SUBDIVISION - PRELIMINARY PLAT								
18-1132	MICKELSON SUBDIVISION PRELIMINARY PLAT	2804 90TH AV E	420093089	PLANNING	SUBDIVISION - PRELIMINARY PLAT	UNDER REVIEW	04/17/2018	04/28/2020
18-1447	BARTH SUBDIVISION PRELIMINARY PLAT	XXX 96TH AV E	420164083	PLANNING	SUBDIVISION - PRELIMINARY PLAT	UNDER REVIEW	11/26/2018	05/28/2020
20-1133	PHILLIPS RIDGE SUBDIVISION PRELIMINARY PLAT	XXX 86TH AVCT E	420081040	PLANNING	SUBDIVISION - PRELIMINARY PLAT	TECHNICALLY COMPLETE	03/18/2020	05/28/2020

Pending Projects - Planning and Engineering Permits

47 Permits

Exported: 06/01/2020

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
SURFACE WATER								
19-1423	56TH ST E STORMWATER IMPROVEMENTS SEPA	13122 56th St E	420234043	ENGINEERING	SURFACE WATER	UNDER REVIEW	09/09/2019	05/27/2020
20-1046	BECKER SHORT PLAT FRONTAGE IMPROVEMENTS	4122 CALDWELL RD E	420147038	ENGINEERING	SURFACE WATER	UNDER REVIEW	01/29/2020	05/27/2020
TUP								
20-1186	FIREFLY FIREWORKS TUP	909 MERIDIAN AV E	420033077	PLANNING	TUP	UNDER REVIEW	04/22/2020	05/18/2020
20-1223	MOUNTAIN VIEW ELEMENTARY TUP	3411 119TH AV E	420142130	PLANNING	TUP	APPLICATION	05/15/2020	05/28/2020



Current Land Use Applications Tracking

Review Status	Project Number	Project Name	Assigned Staff (Drop Down)	Project Status Summary	Associated Permits (Alt + Enter for additional lines)	Permit Types (dropdown)	Project Status (dropdown)	Application Submitted Date	NOC Due (28 Days)	Application Completeness Resubmittal (if applicable)	NOC (14 days)	NOC (Issued Date)	NOA Due	NOA Comment Period	SEPA Exemption Determination (14 Days from NOC)	SEPA Determination (dropdown)	SEPA Notice	SEPA Comment Period	SEPA Determination (90 Days from NOC*)	SEPA Det. Comment Period	SEPA Det. Appeal Period	Stop Clock Days (SmartGov Data)	Potential Hearing Date (DNS + 30 days)	120 Day Decision Due	Appeal Period
	18-1132	MICKELSON SUBDIVISION PRELIMINARY PLAT	Kristin	Initial Submittal Date: 4/17/2018 NOI: 5/14/2018 NOC: 8/31/2018 NOA: 11/7/2018 SEPA: Pending (next step) Peer Review: Wetland Review: no wetland 4/16/19, candidate species (gallated woodpecker) habitat to condition Geotech Review: Review 1: January 4, 2018 Review 2: March 9, 2020 NOT FULLY ACCEPTED BUT CHUCK OKAY?	SEPA	Type III	Under Review	4/17/18	5/15/18	8/7/18	8/21/18	8/31/18	9/14/18	9/29/18	5/29/18		FALSE	FALSE	FALSE	FALSE	FALSE	549	1/30/00	6/30/20	7/21/20
	18-1214	GRUBB SHORT PLAT PRELIMINARY PLAT	Kristin	Initial Submittal Date: 6/15/2018 NOC: 7/3/2018 NOA: 7/6/2018 2nd NOA: 1/31/2020 Peer Review: Wetland Revisions needed Review 1: 8/6/2018 Review 2: 3/10/2020 Staff Report:		Type II No SEPA	Clock Stopped	6/15/18	7/13/18		FALSE	7/3/18	N/A	N/A	N/A	Exempt	N/A	N/A	N/A	N/A	N/A	338	No Hearing	10/4/19	10/25/19
	18-1447	BARTH SUBDIVISION PRELIMINARY PLAT	Kristin	Initial Submittal Date: 11/26/2018 NOC: 12/21/2018 NOA: 5/2/2019 SEPA: Determination date (4/14/2020) or NOA date? Peer Review: What do we want to track? Review 1: 6/25/2019 Review 2: 12/19/2019 Staff Report: 5/7/2020 H/E Decision: 6/6/2020	SEPA	Type III	Approved	11/26/18	12/24/18	4/15/19	4/29/19	12/21/18	1/4/19	1/19/19	1/7/19	MDNS	1/4/19	1/18/19	3/29/20	4/12/20	4/12/20	371	4/28/20	4/25/20	5/16/20
	19-1134	MCCUTCHEON REASONABLE USE PERMIT	Kristin	Initial Submittal Date: 4/5/2019 NOC: 5/3/2019 RFI: 5/4/2019 NOA: 9/11/2019 SEPA: Determination date (4/14/2020) or NOA date? Peer Review: What do we want to track? Review 1: Review 2: Staff Report:	SEPA	Type III	Clock Stopped	4/5/19	5/3/19	8/23/19	9/6/19	5/3/19	5/17/19	6/1/19	5/17/19	DNS	5/17/19	5/31/19	3/17/20	3/31/20	3/31/20	229	4/16/20	4/16/20	5/7/20
	19-1416	JENNA ACRES SHORT PLAT PRELIMINARY PLAT	Kristin	Initial Submittal Date: 8/28/2019 NOI: 9/9/2019 NOC: 3/10/2020 NOA: 3/26/2020 Peer Review: Wetland Review Pending Review 1: Review 2: Staff Report:		Type II No SEPA	Clock Stopped	8/28/19	9/25/19	2/28/20	3/13/20	3/10/20	N/A	N/A	N/A	Exempt	N/A	N/A	N/A	N/A	N/A	84	No Hearing	9/30/20	10/21/20
	19-1436	THE LEARNING EXPERIENCE DESIGN STANDARDS REVIEW	Darren	Initial Submittal Date: 9/18/2019 NOI: 9/27/2019 NOC: 12/27/2019 NOA: 1/9/2020 Review 1: 2/28/2020 Review 2: Staff Report:	SEPA Site Development?	Type I W/ SEPA	Clock Stopped	9/18/19	10/16/19	12/6/19	12/20/19	12/27/19	1/10/20	1/25/20	10/30/19		FALSE	FALSE	FALSE	FALSE	FALSE	94	No Hearing	7/28/20	8/18/20
	19-1488	CHUMAKIN SHORT PLAT- FINAL PLAT	Silas	Initial Submittal Date: 11/6/2019 NOI: 12/4/2019 RFI: 12/20/2019 NOC: 2/10/2020 Review 1: 3/12/2020 Reopened: 5/21/2020		Type I No SEPA	Approved	11/6/19	12/4/19	2/6/20	2/20/20	2/10/20	N/A	N/A	N/A	Exempt	N/A	N/A	N/A	N/A	N/A	47	No Hearing	7/26/20	8/16/20
	20-1034	SMITH SHORT PLAT PRELIMINARY PLAT	Silas	Initial Submittal Date: 1/23/2020 NOC: 2/12/2020 RFI: 2/12/2020 NOA: Review 1: Review 2: Staff Report:		Type II No SEPA	Clock Stopped	1/23/20	2/20/20		FALSE	2/12/20	N/A	N/A	N/A	Exempt	N/A	N/A	N/A	N/A	N/A	110	No Hearing	9/29/20	10/20/20
	20-1100	DODDS SHORT PLAT PRELIMINARY PLAT	Evan	Initial Submittal Date: 2/28/2020 NOC: 3/11/2020 RFI: 3/12/2020 NOA: Peer Review: Review 1: Review 2: Staff Report:		Type II No SEPA	Clock Stopped	2/28/20	3/27/20		FALSE	3/11/20	N/A	N/A	N/A	Exempt	N/A	N/A	N/A	N/A	N/A	81	No Hearing	9/28/20	10/19/20
	20-1111	VOLENTE SUBDIVISION FINAL PLAT	Kristin	Initial Submittal Date: 3/4/2020 NOI: 3/11/2020 NOC: Sent 5/21/2020. Complete as of 5/4/2020 Review 1: 5/21/2020 Review 2: Staff Report:		Type IV	Clock Stopped	3/4/20	4/1/20	4/17/20	5/1/20	5/21/20	N/A	#VALUE!	NA	Exempt	N/A	N/A	N/A	N/A	N/A	4	#VALUE!	9/22/20	10/11/20
FALSE	20-1114	MOUNTAIN VIEW ELEMENTARY CUP	Kristin	Initial Submittal Date: 3/05/2020 NOI: 4/2/2020 NOC: 5/18/2020 NOA: 5/20/2020 SEPA: Exempt Review 1: Review 2: Staff Report:		Type III	No	3/5/20	4/2/20	4/6/20	4/20/20	5/18/20	5/21/20	6/5/20	5/19/20	Exempt	N/A	N/A	N/A	N/A	N/A	0	#VALUE!	9/15/20	10/6/20
FALSE	20-1119	EDGEWOOD ESTATES PRELIMINARY PLAT MODIFICATION	Silas	Initial Submittal Date: 3/11/2020 NOI: 4/10/2020 NOC: 4/15/2020 Staff Report: 5/21/2020		Type I No SEPA	No	3/11/20	4/8/20		4/10/20	4/10/20	N/A	N/A	N/A	Exempt	N/A	N/A	N/A	N/A	N/A	0	No Hearing	8/8/20	8/29/20
	20-1123	EDGEWOOD HEIGHTS PHASE II DESIGN REVIEW	Evan	Initial Submittal Date: 3/12/2020 NOC: 4/8/2020 Review 1: 4/30/2020 Review 2: 5/21/2020 Staff Report:		Type I No SEPA	Clock Stopped	3/12/20	4/9/20		FALSE	4/8/20	N/A	N/A	N/A	Exempt	N/A	N/A	N/A	N/A	N/A	29	No Hearing	9/4/20	9/25/20
	20-1133	PHILLIPS RIDGE SUBDIVISION PRELIMINARY PLAT	Kristin	Initial Submittal Date: 3/18/2020 NOI: 4/15/2020 NOA: 5/11/2020 (Discussion of Neighborhood meeting caused delay) SEPA: Peer Review: Traffic Concurrence fees not paid Review 1: Review 2: Staff Report:	SEPA	Type III	Clock Stopped	3/18/20	4/15/20		FALSE	4/15/20	4/29/20	5/14/20	4/29/20		FALSE	FALSE	FALSE	FALSE	FALSE	19	1/30/00	9/1/20	9/22/20

FALSE	20-1142	VIEW POINTE SELF STORAGE PHASE II AND III PRE-APPLICATION MEETING	Kristin	Initial Submittal Date: 3/25/2020 Meeting Date: 4/8/2020		No	3/25/20	4/22/20		FALSE		FALSE	FALSE	FALSE	Exempt	N/A	FALSE	FALSE	FALSE	FALSE	0	FALSE	FALSE	FALSE
	20-1144	CITY OF EDGEWOOD PARK DESIGN REVIEW	Kristin	Initial Submittal Date: 3/25/2020 NOC: 4/02/2020 NOA: 4/06/2020 SEPA: Review 1: 5/7/2020 Review 2: Staff Report	SEPA	Type I W/ SEPA	Clock Stopped	3/25/20	4/22/20		4/2/20	4/16/20	5/1/20	5/6/20		FALSE	FALSE	FALSE	FALSE	FALSE	25	No Hearing	8/25/20	9/15/20
FALSE	20-1186	FIREFLY FIREWORKS TUP	Evan	Initial Submittal Date: 4/22/2020 NOC: 5/14/2020 Review 1: Review 2: Staff Report		Type I No SEPA	No	4/22/20	5/20/20		FALSE	5/14/20	N/A	N/A	N/A	Exempt	N/A	N/A	N/A	N/A	0	No Hearing	9/11/20	10/2/20
FALSE	20-1223	MOUNTAIN VIEW ELEMENTARY TUP	Kristin	Initial Submittal Date: 5/15/2020 NOC: NOA: SEPA: Peer Review: Review 1: Review 2: Staff Report		Type I No SEPA	No	5/15/20	6/12/20		FALSE		FALSE	FALSE	FALSE	Exempt	N/A	FALSE	FALSE	FALSE	0	FALSE	FALSE	FALSE
FALSE	20-1227	BECKER SHORT PLAT FINAL PLAT	Kristin	Initial Submittal Date: 5/18/2020 NOC: NOA: SEPA: Peer Review: Review 1: Review 2: Staff Report		Type I No SEPA	No	5/18/20	6/15/20		FALSE		FALSE	FALSE	FALSE	Exempt	N/A	FALSE	FALSE	FALSE	0	FALSE	FALSE	FALSE
FALSE	20-1232	8TH ST (FOSTER) MIXED USE PRE-APPLICATION MEETING	Kristin	Initial Submittal Date: 5/19/2020 Meeting Date: 6/10/2020		Pre-Application	No	5/19/20	6/16/20		FALSE	5/27/20	FALSE	FALSE	FALSE	Exempt	N/A	N/A	N/A	N/A	0	FALSE	9/24/20	10/15/20
FALSE	20-1235	HILLSTRAND/ CONRAD BOUNDARY LINE ADJUSTMENT	Evan	Initial Submittal Date: 5/20/2020 NOC: NOA: SEPA: Peer Review: Review 1: Review 2: Staff Report		Type I No SEPA	No	5/20/20	6/17/20		FALSE		FALSE	FALSE	FALSE	Exempt	N/A	FALSE	FALSE	FALSE	0	FALSE	FALSE	FALSE
FALSE	20-1233	BIERK SHORT PLAT FINAL PLAT	Silas	Initial Submittal Date: 5/20/2020 NOC: 6/5/2020 NOA: SEPA: Peer Review: Review 1: Review 2: Staff Report	19-1490	Type I No SEPA	No	5/20/20	6/17/20		FALSE	6/5/20	N/A	N/A	N/A	Exempt	N/A	N/A	N/A	N/A	0	No Hearing	10/3/20	10/24/20
FALSE	20-1237	HUNTINGTON SHORT PLAT PRE-APPLICATION MEETING	Kristin	Initial Submittal Date: 5/21/2020 Meeting Date: 6/10/2020		Pre-Application	No	5/21/20	6/18/20		FALSE	5/27/20	FALSE	FALSE	FALSE	Exempt	N/A	N/A	N/A	N/A	0	FALSE	9/24/20	10/15/20
FALSE	20-1258	VERIZON CELL TOWER CONDITIONAL USE PERMIT		Initial Submittal Date: 5/29/2020 NOC: NOA: SEPA: Peer Review: Review 1: Review 2: Staff Report		Type III		5/29/20	6/26/20		FALSE		FALSE	FALSE	FALSE		FALSE	FALSE	FALSE	FALSE		FALSE	FALSE	FALSE
FALSE	20-1280	BREYER- BURNETT SHORT PLAT ALTERATION		Initial Submittal Date: 6/5/2020 NOC: NOA: SEPA: Peer Review: Review 1: Review 2: Staff Report		Type II No SEPA		6/5/20	7/3/20		FALSE		FALSE	FALSE	FALSE		FALSE	FALSE	FALSE	FALSE		FALSE	FALSE	FALSE



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Uniform Policy	Agenda Item #: 2.B
	For Agenda of: 6/16/2020
	Prepared by: Jennifer Bartelson
Attachments (list): 1. IAAC - Uniforms (Allowance) 2. Program Costs - Uniform Policy	
Approval of Materials: Jennifer Bartelson Rachel Pitzel 6/11/2020 Dave Gray 6/11/2020 Daryl Eidingen 6/12/2020	Expenditure Required: \$500 per PW Maintenance Employee (Annually) \$300 per Field Employee (Annually) Amount Budgeted: Timeline: SS 3/17/2020 Discussion SS 6/16/2020 Discussion

Summary Statement:

In an effort to make staff identifiable to the public as well as recognizing the importance of safety for employees, a uniform policy is being proposed. Currently the City contracts with Cintas to provide uniform items to certain work groups. The current Cintas contract expires on June 20th. After discussion with staff, a yearly monetary allotment is preferred along with safety vests with a city logo provided by the City. There will also be a cost savings to the City by implementing the allotment and no longer contracting with Cintas.

A revision to how the allotment is paid and chart showing expenses associated with different options are now included in the policy.

Item History:

SS 3/17/2020 - Discussion with Council about different options

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Uniform Policy

Fiscal Note/Consideration:

IAAC (INTERNAL ACCOUNTING & ADMINISTRATIVE CONTROLS)

IAAC NO. _____

Revised: ~~March-June~~ 2020

Approved:

City Provided Personal Protective Equipment (PPE) and Clothing

Purpose: Recognizing the importance of safety for its employees, the City of Edgewood provides staff with Personal Protective Equipment (PPE) to ensure employees have needed safety equipment. An annual clothing allotment is also provided to certain identified employees.

Personal Protective Equipment (PPE)

Personal Protective Equipment (PPE) is equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses and may include items such as gloves, safety glasses and shoes/boots, earplugs or muffs, hard hats, respirators, and/or coveralls, vests and full body suits. Employees whose jobs require this type of equipment/protection will be provided items as needed. Necessary PPE will be purchased with supervisor approval using city funds.

In an effort to make Public Works (PW) maintenance employees identifiable to the public as City of Edgewood staff and to ensure employee safety, the city will provide ANSI Class 2 rated safety vests with a city logo. Additional safety vests with city logos will be available in a common area for use by all other staff.

Clothing

All employees will be provided with an option of either a water-resistant or enhanced visibility jacket with a city logo which is eligible for replacement every three years. If a jacket becomes damaged while in the performance of assigned job duties, a determination will be made to either replace or repair the jacket.

Allotment

PW Maintenance Employees

An annual monetary allotment of \$500 will be given to maintenance employees to be applied towards the purchase of clothing and/or other supervisor-approved apparel.

Field Employees

An annual monetary allotment of \$300 will be given to field employees to be applied towards the purchase of clothing and/or other supervisor-approved apparel.

Employee uniform clothing purchased through an advance or reimbursement that can be worn as street clothing (outside of work) shall be taxable income to the employee in accordance with the Internal Revenue Service rules.

~~The allotment will be applicable for the calendar year January 1–December 31 and will be applied on the first paycheck following their start date and on the first paycheck of the year every year thereafter. Employees who are hired after the first of the year will receive a prorated amount based upon their hire date. For current employees, the allotment will commence July 1, 2020 and be paid on July 1st every year thereafter. For new employees, the allotment will be applied on the first paycheck following their start date and on their anniversary date every year thereafter.~~

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Workplace Attire Requirements

Supervisors and managers will determine appropriate dress code requirements for their work groups and will communicate these to their employees.

Employees who are in the field for any length of time will need to identify themselves as a City of Edgewood employee by wearing a City of Edgewood vest, jacket, or hat and employee badge.

Employees in every workgroup are expected to come to work in clothes that are professional and appropriate for the job. Pants, shirts, and jackets shall be free of holes, stains, and inappropriate language/images. Shirts will be free of logos. Failure to follow these requirements may result in disciplinary action.

Outside of work

Uniform items provided by the city (anything with a city logo) may not be worn by the employee when off duty, except when the employee is in the process of commuting to and from work, or at a work-related function. If an employee is found to be wearing anything with a City of Edgewood logo outside of work hours in a public place, like in a bar, restaurant, or at a public event on personal time, this may result in disciplinary action.

End of Employment

All clothing bearing the city logo is considered city property and must be returned upon the end of employment with the city. If the items are not returned, the city may pursue reimbursement.

Definitions

PW Maintenance Employee – Position that requires the employee to spend most to all of their time in the field performing physical work where the wear and tear on clothing is more significant than other positions and high visibility clothing is required for safety. There is also a need for recognition as a city employee (with a city logo) when in the public.

Field Employee – Position that requires the employee to spend a majority of their time in the field where public contact often occurs but the physicality of the role is not as intense. There is also a need for recognition as a city employee (with a city logo) when in the public.

Office Employee – Position that requires the employee to spend a majority of their time in the office and where the employee infrequently or rarely makes field visits. There is a need, however, for recognition as a city employee (with a city logo) if/when in the public.

PW Maintenance Employees:

Field Supervisor
Parks Maintenance Lead
PW Maintenance Tech I/II

Field Employees:

PW Superintendent
Building Inspector/Plans Examiner
Code Compliance Specialist
Combination Inspector
Engineering Tech

ROW Inspector

Employee Uniform Options – Costs per Program

Program Option	Costs	Yearly Cost
Cintas	Covered 7 employees	\$6,810.00
Allotment	3 PW Employees @\$500 - \$1500 6 Field Employees @ \$300 - \$1800	\$3,300.00
Whistle Workwear Account	Staff Time 2 hrs @ \$27.91 per month - \$55.82 x 12 - \$669.84 1 hr @\$41.61 per month – \$41.61 x 12 - \$499.32 1 hr @ \$71.13 per month – \$71.13 x 12 - \$853.56 Employee Allotments 3 PW Employees @ \$500 - \$1500 6 Field Employees @ \$300 - \$1800	\$5,322.72



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution - Local Government Investment Pool	Agenda Item #: 2.C
	For Agenda of: 6/16/2020
	Prepared by: Stephanie Goff
Attachments (list): 1. LGIP_MoneyMktFundProspectus 2. LGIP-Authorization-Form-April_2019 3. LGIP Resolution final - AMS edits	
Approval of Materials: Stephanie Goff Rachel Pitzel 6/12/2020 Dave Gray 6/12/2020 Daryl Eidinger 6/12/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: Discuss needed structural changes at the 06/16/2020 Study Session. Request Council action on the resolution at the 06/23/2020 Council Meeting.

Summary Statement:

The City has not changed the authorization "structure" registered with the Washington State Local Government Investment Pool (LGIP) since we changed to a "Strong Mayor" form of government in 2015. The attached resolution will change the authorizing structure from City Manager to Mayor. This will allow the individual in the elected Mayor's position the ability to formally name specific individuals with the authority to conduct routine business with LGIP.

Currently named to initiate deposits and withdrawals to our LGIP account are Mayor Eidinger, then Deputy Mayor Christopherson, and Assistant City Administrator/Finance Director Dave Gray. These individuals were named by then Acting City Manager Eric Phillips prior to his resignation in 2016.

Item History:

The latest resolution on file with the Local Government Investment Pool is outdated and lists the authorized contact as an employee that has not been employed by the City of Edgewood since 2015. We are unable to make structural changes to our LGIP account until we have a new resolution on file with an updated authorized contact.

Recommended Action:

Discuss Resolution and ask to place the Resolution naming "Mayor" as the authorized contact for the City's

Local Government Investment Pool (LGIP) account on the next council meeting consent agenda.

Fiscal Note/Consideration:

N/A

**LOCAL GOVERNMENT
INVESTMENT POOL**

Prospectus

August 2016



James L. McIntire
Washington State Treasurer

Contents

I.	The LGIP	3-4
II.	Local Government Investment Pool – Money Market Fund	4-9
III.	Management	10
IV.	Miscellaneous	10

I. The LGIP

The Local Government Investment Pool (the “LGIP”) is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the “State Treasurer”) for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the “LGIP-MMF” or the “Fund”). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund’s investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of July 1, 2016)	Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants’ earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)

			2009	2010	2011	2012	2013	2014	2015	2016
<i>Total Operating Expenses</i>			<i>0.88</i>	<i>0.64</i>	<i>0.81</i>	<i>0.68</i>	<i>0.87</i>	<i>0.88</i>	<i>0.95</i>	<i>0.88</i>

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$950,000.

Fund Assets	\$8.0 bn	\$10.0 bn	\$12.0 bn
Total Operating Expenses (in Basis Points)	1.19	0.95	0.79

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize yield while maintaining liquidity and a stable net asset value per share, e.g., all contributions will be transacted at \$1.00 net asset value per share.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP portfolio will be managed to meet the portfolio maturity, quality, diversification and liquidity requirements set forth in GASB 79 for external investment pools who wish to measure, for financial reporting purposes, all of their investments at amortized cost. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to

be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

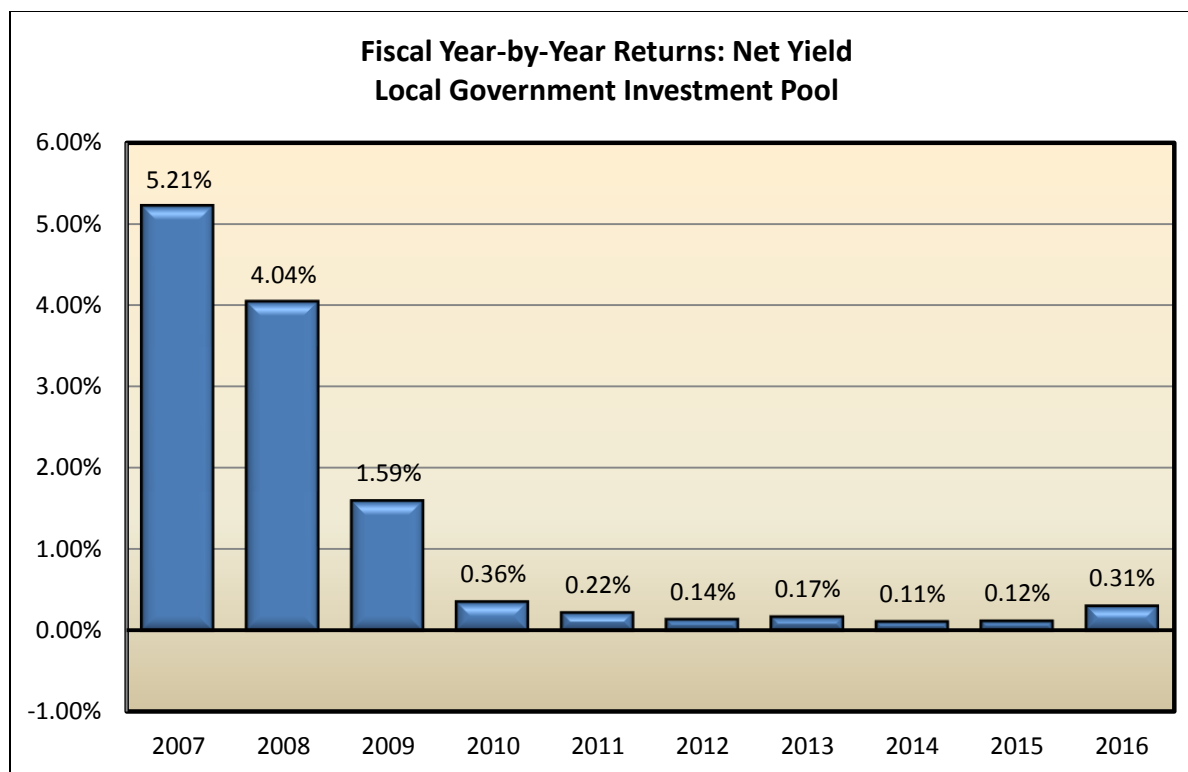
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.



<u>Local Government Investment Pool-Money Market Fund</u>			
<u>Average Accrued Net Yield</u>			
<u>1 Year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
0.31%	0.18%	0.17%	1.28%

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitations

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers. Failure to submit funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely submit will be assessed to the account of the pool participant responsible.

Notice of Wire contribution. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of ACH contribution. A pool participant must inform the State Treasurer of any contribution submitted through ACH no later than 2:00 p.m. on the business day before the contribution is made. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which proper notice is not received as described above will not receive same day credit, but will be credited as of the next business day from when the contribution is made. Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to transmit funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice of Wire withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Notice of ACH withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal by ACH no later than 2 p.m. on the prior business day the withdrawal is requested. No earnings will be credited on the date of withdrawal for the amounts withdrawn.

Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail: Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044

LOCAL GOVERNMENT INVESTMENT POOL AUTHORIZATION FORM

Please fill out this form completely, including any existing information, as this form will **replace** the previous form.

Entity Name:
Mailing Address:

Statement Delivery Options:

☐ EMAIL: _____ ☐ FAX: _____ ☐ BOTH

Note: Statements can only be emailed to **ONE** address due to system restrictions

Bank account where funds will be wired when a withdrawal is requested.

(Note: Funds **will not** be transferred to any account other than listed)

Bank Name:
Branch Location:
Bank Routing Number:
Accounting Number:
Account Name:

ACH Authorization: ☐ Yes ☐ No

Account Type: ☐ Checking ☐ Savings ☐ General Ledger

By selecting "Yes" and by signing this form, I hereby authorize the WA Local Government Investment Pool to initiate credit entries to the account listed above. I acknowledge that the origination of ACH transactions to our account must comply with the provisions of U.S. law.

Persons authorized to make deposits and withdrawals for entity listed above.

Name:	Title:	Phone Number:	Signature:

Online TM\$ Access: ☐ Yes ☐ No

If you selected yes, please complete the online section on page 2

If you selected no, skip the online access section

TM\$ Online Web Access

Note: Only complete this section if anyone wishes to have online access. Each Full access LGIP person must also be listed on the Transaction Authorization Form. [Please do not fill out the greyed-out areas]

	Service Type:				Account Type:	
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	☐	☐	☐	☐	☐	☐
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	☐	☐	☐	☐	☐	☐
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	☐	☐	☐	☐	☐	☐
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	☐	☐	☐	☐	☐	☐
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	☐	☐	☐	☐	☐	☐

OST Staff	
UserID	App Date
UserID	App Date
UserID	App Date
UserID	App Date
UserID	App Date
UserID	App Date
UserID	App Date

By signing below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

<i>(Authorized Signature)</i>	<i>(Title)</i>	<i>(Date)</i>
<i>(Print Authorized Name)</i>	<i>(E-mail address)</i>	<i>(Phone no.)</i>

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer.

OFFICE OF THE STATE TREASURER
STACI.ASHE@TRE.WA.GOV
 PHONE: (360) 902-9017
 FAX: (360) 902-9044

Date Received: ____ / ____ / ____
Account Number: _____
OK'd by: _____
<i>(For OST use only)</i> 04/26/19

State of Washington)
 County of _____) ss.
 Signed or attested before me by _____.
 Dated this ____ day of _____, 20____.

Signature of Notary

SEAL OR STAMP _____
Typed or printed name of Notary
 Notary Public in and for the State of Wash.

My appointment expires: _____

RESOLUTION NO. 20-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL GOVERNMENT INVESTMENT POOL

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal -of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, here, the City of Edgewood, ~~the “governmental entity”~~, to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the ~~governmental entity~~City shall be first duly authorized by the City of Edgewood City Council, as the “governing body”, or any designee of the City Council governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS, Resolution 14-0309 ~~designated Mark Bauer as the “authorized individual” to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the City, but Mr. Bauer is no longer employed by the City; and~~

WHEREAS, the City provided written notice to the Office of the State Treasurer that the City has revoked the delegation of Mr. Bauer as the authorized individual; and

WHEREAS, the City is required to pass a new resolution naming a new authorized individual in order to make amendments, changes, or alterations to the Local Government Investment Pool Transaction Authorization Form; and

WHEREAS, the ~~governmental entity~~City will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS, the ~~City Council governing body~~ and any designee appointed by the City Council governing body with authority to contribute or withdraw funds of the ~~governmental entity~~City of Edgewood has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP.

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

Section 1. The ~~City Council governing body~~ does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

Section 2. The ~~City Council governing body~~ has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by the City of Edgewood ~~City Council~~ Finance Department and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

Section 3. The ~~governmental entity~~ City of Edgewood designates the City of Edgewood Mayor ~~(name and title), as~~ the “authorized individual” to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the ~~governmental entity~~ City.

Section 4. This delegation ends upon the written notice, by any method set forth in the prospectus, of the ~~governing body~~ City Council that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the ~~governing body~~ City Council to provide notice of such revocation and is entitled to rely on the authorized individual’s instructions until such time as said notice has been provided.

Section 5. The Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual’s delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the ~~governmental entity~~ City of Edgewood. –No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual.

Section 6. The ~~governing body~~ City Council acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the ~~governing body~~ City Council agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

Section 7. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS ____TH DAY OF JUNE, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution - PW Unit Cost On Call Contract	Agenda Item #: 2.D
	For Agenda of: 6/16/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT ITB - 2020 On-Call Electrician Services	
Approval of Materials: Jeremy Metzler Rachel Pitzel 6/11/2020 Dave Gray 6/11/2020 Daryl Eidingen 6/12/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: SS 06/16/2020 SS 07/21/2020 (tentative) RCM 07/28/2020 (tentative)

Summary Statement:

The City of Edgewood currently owns and operates 14 flashing school zone beacons, some of which have been experiencing a myriad of issues in recent years. In addition, the City has deployed some radar speed signs, and there is the desire to install a more reliable source of power at those locations. As there is not a qualified electrician on staff, Public Works has identified a need for on-call electrician expertise to support these facilities.

Attached herewith is a draft Invitation to Bid for a Unit Priced Contract to support the City with on-call electrician services. As proposed, this call is for "installation, operation and maintenance of school zone beacons, pedestrian crossing warning beacons, radar speed limit signs, and similar roadside appurtenances on public roadways throughout the City". Staff is bringing this to Council for discussion, proposing a multi-year contract, and anticipating funding through the Citywide Pedestrian Mobility and Safety Improvements capital program and proceeds from the school zone safety cameras.

If Council is in support, Staff will advertise this call right away and bring a resolution and contract forward following the bid opening and contractor selection process.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Resolution - PW Unit Cost On Call Contract

Fiscal Note/Consideration:

The call anticipates up to \$75,000 per calendar year, which is in accordance with the Citywide Pedestrian Mobility and Safety Improvements capital program budget approved in the 2020 CIP Update.

**City of Edgewood
UNIT PRICED CONTRACT
INVITATION TO BID**

2020 ON-CALL CITYWIDE ELECTRICIAN SERVICES

I. CALL FOR BID

The City of Edgewood seeks a Contractor to furnish all labor, materials, and equipment necessary to meet the business and operational needs of the City for the category of work referenced above, including but not limited to: Installation, operation and maintenance of school zone beacons, pedestrian crossing warning beacons, radar speed limit signs, and similar roadside appurtenances on public roadways throughout the City. All work must comply with the National Electrical Code, National Electrical Safety Code and other standards approved by the American National Standards Institute.

Notice is hereby given that sealed bids will be received by the City Clerk at Edgewood City Hall, 2224 104th Avenue East, Edgewood, WA 98372. Mark the sealed envelope “2020 On-Call Citywide Electrician Services” – **No faxed, on-line, or electronic submittals will be accepted. Bids are due no later than July 17, 2020 at 2:00 pm EXACTLY Pacific Local Time**, according to the clock in the City Hall Council Chambers, at which time the bids received will be opened and publicly read.

Estimated Contract Terms and Value: This will be a competitively bid, unit price contract in accordance with RCW 35.23.352 (as referenced by RCW 35A.40.210). Work is anticipated on a recurring basis, under which the contractor agrees to a fixed period of indefinite quantity, indefinite frequency delivery of work, at a defined unit price for each category of work. Contracts will be awarded to the lowest responsible bidder under RCW 39.04.350. The City will issue or release work assignments, work orders, or task authorizations through individual Task Orders, with a clearly defined scope of work and budget based on the hourly rates or unit prices bid by the contractor. The initial term of this contract shall be three (3) years, with the City having the option to renew for one (1) additional year. Maximum contract value shall not exceed \$300,000, including applicable Washington State sales tax. The estimated annual contract value is \$75,000. The contract will terminate after the initial term and any option exercised, or when \$300,000 is met; whichever occurs first.

The City of Edgewood, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

II. INSTRUCTIONS TO BIDDERS

- A. **One (1) hard copy** of the bid must be received by the deadline established above. ***No faxed, on-line, or electronic submittals will be accepted.*** It is the responsibility of the firm to ensure the bid arrives on time and to the correct location. Any bid received after the scheduled opening shall be returned to the firm unopened. Postmarks will not be accepted.

- B. All bids shall be delivered to:
City of Edgewood
Attn: Rachel Pitzel, City Clerk
2224 104th Ave E
Edgewood, WA 98372-1513
- C. All Bids shall be submitted on the Bid Proposal Form enclosed herein. Substitutions will not be accepted during the bid process.
- D. Each Bid shall be accompanied with a certified check, cashier's check, or surety company bid bond, on a form acceptable to the City from a State-licensed surety company as surety, in an amount not less than 5% of the total amount of the Bid that could be awarded (including any Additives or Alternates and excluding sales tax), payable to the City of Edgewood.
- E. Bids shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed. If a Bid or Contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of Bidder, upon City request. An authorized partner of a co-partnership may sign the contract, subject to the approval of the City Attorney, who may at their discretion, require each and every member of the co-partnership to sign the contract.

III. GENERAL TERMS AND CONDITIONS

- A. The City expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities, and to further make award of the project to the lowest responsive, responsible bidder(s) as it best serves the interest of the City.
- B. The selected Contractor(s) will be expected to work with the City as a partner, working with City staff as directed to support needs as they arise. Work under this contract will be performed on a task order basis, each with a specific scope, budget, and schedule for the required services. The Contractor will be expected to respond to short notice requests and should be capable of performing urgent task order assignments while working on other simultaneous task orders.
- C. The contract resulting from acceptance of a bid by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this invitation. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this invitation, and which is not approved by the City Attorney.
- D. No oral interpretations will be made to any Bidder as to the meaning of the bid or contract documents, and any oral communication is not binding on the City of Edgewood. Requests for interpretation or questions in regard to this invitation must be directed via email to Jeremy Metzler, Public Works Director at jeremy@cityofedgewood.org. **Bidders shall submit questions no later than July 10, 2020, 3:00 PM Pacific local time.**
- E. Any interpretation deemed necessary by the City will be in the form of an addendum to the bid documents. Addendums will be posted on the City's website, and all addenda shall become part of the bid specifications. No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the City's website for the issuance of addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda.

- F. By bid signature, the Bidder certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer or to refrain from proposing.
- G. Washington State law prohibits City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with said law, the Bidder shall not give a gift of any kind to City employees or officials at any time, even after award of contract.
- H. The City shall not be responsible for any costs incurred by any firm in preparing, submitting or presenting its bid.
- I. No City-issued permits will be required for work performed under this bid. It is the responsibility of the Contractor(s) to obtain any other agency permits required to perform the work.
- J. All equipment utilized shall be of new manufacture, unless otherwise specifically stated or called for in the Bid Documents.
- K. Protests shall be in accordance with RCW 39.04.105. Only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved, are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening.

IV. PREVAILING WAGE

Unit price contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each task or work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. Intents and Affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

No worker, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician. The State of Washington prevailing wage rates for Pierce County apply to work performed under this contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Prior to making any payments under this contract, the City must receive a certified copy of the “Statement of Intent to pay Prevailing Wages on Public Works Contracts” from the Prime Contractor, all sub-Contractors, and lower tier Contractors, along with the Department of Labor and Industries. The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

It is the Contractor’s responsibility to obtain and file the statement. The Contractor shall be responsible for all filing fees. Unit price contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each task order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. Intents and Affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

V. BONDS & RETAINAGE

A Bid bond, Performance bond, Payment bond, and Maintenance bond, and retainage will be required on this project.

VI. SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

The two (2) responsibility criteria listed below will apply to this invitation as minimum qualifications to submit a bid. In a timely manner, Bidders may request, in writing, that the City modify or not modify any or all of the supplemental criteria in its discretion. The City reserves the right to modify any or all of the supplemental criteria. The City shall issue an Addendum, prior to the Bid Due Date, should it modify the supplemental criteria. The City shall not modify the supplemental criteria after the Bid Due Date, therefore, Bidders are encouraged to discuss with the project manager immediately and before the Bid Due Date the relevancy of the supplemental bidder criteria.

The City reserves the right, but is not obligated, to clarify if compliance to the minimum qualifications is not clear in Bidder's response. Those not responsive shall be rejected by the City without further consideration. The bidder determined to be not responsible, based on these supplemental criteria, may appeal the City's determination by providing additional information to the City within 2 business days following receipt of the City's written determination that the bidder was determined not responsible.

1. A licensed Electrical Contractor with the State of Washington Department of Labor and Industries at time of bid submittal;
2. The Electrical Contracting firm must have been in business performing electrical work for at least two years at the time of the bid submittal.

VII. BID AWARD

The City anticipates awarding multiple contracts from this invitation at the City's discretion. Award shall be to the lowest responsive responsible bidder(s). Bid documents shall include original Bidder Qualification Certificate, original Title VI Affidavit, original Invitation to Bid Form, Bid Bond, and Certificate of Insurance. Failure to return these documents within the prescribed time period may deem Contractor's Bid as Non-Responsive.

Before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required to submit documentation demonstrating compliance with the criteria. The Bidder must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
- B. Have a current Washington Unified Business Identifier (UBI) number.
- C. If applicable:
 1. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW.
 2. Have a Washington Employment Security Department number, as required in Title 50 RCW.
 3. Have a Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

- E. Not have a civil judgment entered by a court of limited or general jurisdiction of a willful violation, as defined by RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW and no final and binding citation and notice of assessment issued by the Department of Labor and Industries (L&I).
- F. Have received training, provided by the Department of Labor and Industries or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. However, bidders that have completed three or more public works projects and maintained a valid business license in Washington for at least three years are exempt from this requirement.

VIII. BID PRICE

The Bid shall include everything necessary for the prosecution and completion of the Contract including, but not limited to, overhead, mobilization, traffic control, furnishing all material, labor, equipment, and other facilities, restoration, disposal, and all management, superintendent's labor and service, except as may be provided otherwise in the Contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern. The City of Edgewood tax rate shall prevail over any calculated tax provided on the Invitation to Bid Form. If tax is calculated improperly, City shall utilize the Edgewood tax rate and calculate accordingly.

Prices set forth in the Bid will be reviewed by the City for mathematical accuracy. The City reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Bid. In the event of a discrepancy between a unit price and the extended amount for a Bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the Bid items for evaluation and award purposes.

IX. TAXES

Taxes are to be paid by the City as indicated on the Bid Proposal Sheet. Where no line item is provided for Washington State Sales Tax, Rule 171 (WAC 458-20-171) applies.

X. WAC RULE 458-20-171

According to WAC 458-20-171 (Rule 171), the City of Edgewood assumes that construction, repair and maintenance of roads, walkways, and bike paths located in public right-of-way and/or a city-owned park are considered public road construction and, therefore, not subject to retail sales tax. This includes all related maintenance services, lighting, signage, fencing, irrigation, handrails and landscaping.

XI. FORCE ACCOUNT

A force account is a line item in a bid, and in the estimate, that has a fixed dollar amount. The terms of the contract, or of a change order, may call for work or material to be paid for by force account. If so, then the objective is to reimburse the Contractor for all costs associated with the work, including cost of labor, small tools, supplies, equipment, specialized services, materials, applicable taxes and overhead and to include a profit commensurate with these costs. The items included within this line item can only be used when the work has been pre-authorized by the City. The force account is only an estimate and is not a guarantee that the City will actually execute or utilize any or all of the force account dollars. The most popular items to use for a force account, from the WSDOT Standard Specifications, are "property restoration", "roadside cleanup", and "potholing".

XII. TIME SCHEDULE

The City will attempt to follow this timetable:

Issue Invitation to Bid	June 22, 2020
Deadline for Submittal of Bid	July 17, 2020
Begin Contract Negotiations with Chosen Contractor(s)	July 21, 2020
Council Authorization to Execute Agreement with Contractor(s)	July 29, 2020

XIII. INDEMNIFICATION / HOLD HARMLESS

The Contractor shall defend, indemnify and hold the City of Edgewood, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

XIV. OTHER INFORMATION

General Background

The City of Edgewood is 8.9 square miles and home to over 11,000 residents. The City is entirely within Pierce County and is geographically located in the "North Hill" area surrounded by the cities of Milton, Fife, Puyallup and Sumner. The City's northern boundary is adjacent to King County. Incorporated as a code city, the City of Edgewood formed on February 28, 1996 and has operated under the strong Mayor form of government since August 2015. The City of Edgewood is a contract city with a small staff; therefore, it is necessary to have contractors available to assist with projects on an as needed basis to perform specialized services that cannot be performed by on-staff personnel.

Additional Task Orders

As a contract City, Edgewood typically issues a variety of task-based work in several fields of expertise to on-call consultants and contractors. The City expects to develop long-term relationships with efficient service providers that can effectively respond to continuing work on a priority and on-call/as needed basis, provide exemplary service and perform to the satisfaction of the City.

It is possible that more than one contractor will be selected for this invitation. The City of Edgewood reserves the right to award additional work or projects to the same firm, or another firm as necessary.

Questions / Contact

For additional information or explanation of the contents or intent of this invitation, please contact the City of Edgewood with your questions via email to Jeremy Metzler, P.E., Public Works Director, at jeremy@cityofedgewood.org, or by telephone at (253) 831-4266.

BIDDER'S CHECKLIST

The first four (4) forms listed below, provided herein, must be executed by **ALL BIDDERS** and submitted at the due date and time. Not submitting these forms at time of due date and time may deem your Bid as non-responsive

☐ **BIDDER'S QUALIFICATION CERTIFICATE**

To be completed, signed and submitted. The City reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.

☐ **BIDDER'S AFFIDAVIT OF TITLE VI COMPLIANCE**

To be completed, signed and submitted.

☐ **INVITATION TO BID FORM & CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

To be completed, signed and submitted. When applicable, the unit prices must be shown in the spaces provided. Bidders must bid on all items contained in the Invitation to Bid Form. The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.

☐ **BID BOND**

The BID BOND must be executed by the bidder and the surety company. The amount of the BID BOND shall not be less than 5% of the total bid amount that could be awarded and may be shown in dollars or on a percentage basis.

The following forms, provided herein, to be completed by each SUCCESSFUL bidder after award.

☐ **CERTIFICATE OF INSURANCE**

Successful bidder shall be required to obtain and submit a certificate of insurance with coverage as required in this Invitation to Bid.

☐ **CITY OF EDGEWOOD BUSINESS LICENSE**

Successful bidder shall be required to obtain a City of Edgewood business license.

☐ **SMALL PUBLIC WORK CONTRACT- Sample Attached**

To be signed by the successful bidder.

☐ **PAYMENT BOND**

To be executed by the successful bidder and their surety.

☐ **PERFORMANCE BOND**

To be executed by the successful bidder and their surety.

☐ **RETAINAGE AGREEMENT**

To be executed by the successful bidder and their surety.

☐ **MAINTENANCE BOND**

To be executed by the successful bidder and their surety.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice- president (or any other corporate officer accompanied by evidence of authority to sign). If a co- partnership, proposal must be executed by a partner.*

Address:

Telephone:

Email:

Washington State Contractor License #:

Required prior to bid pursuant to RCW 18.27

City of Edgewood License #:

INVITATION TO BID FORM # _____

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME: _____

ADDENDA ACKNOWLEDGED: _____

Pursuant to and in compliance with your Invitation to Bid Form, and all other documents relating thereto, the undersigned hereby certifies that Contractor has read and thoroughly understands the terms of the contract. Contractor proposes and agrees to perform the contract, including all of its component parts, and to provide and furnish any and all labor, prevailing wages, materials, equipment, superintendence, insurance, performance bond, payment bond, safety requirements, overhead, permits, fees, Intent and Affidavit filings, administration, management, profit, mobilization, utility and transportation and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the contract documents and the implied intent thereof.

- The Invitation to Bid Form must be signed.
- Use ink and print legibly.
- Unit prices are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.

Schedule of Unit Prices:

DESCRIPTION

FULLY-BURDENED HOURLY RATE

Transportation Right of Way Facilities (In accordance with Scope of Work on page 20):

Regular Hours Rate

(M-F 7:00am- 5:00pm)

\$ _____/hour

After Hours Rate

(M-F 5:00pm-7:00am)

\$ _____/hour

Weekend Rate

(Saturday/Sunday/Holiday)

\$ _____/hour

Emergency Call Out

\$ _____/hour

Material Markup

_____ %

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Company and Address _____

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

1. A licensed Electrical Contractor with the State of Washington Department of Labor and Industries at time of bid submittal.
YES ☐ NO ☐
2. The Electrical Contracting firm must have been in business performing electrical work for at least two years at the time of the bid submittal.
YES ☐ NO ☐
3. List journeyman and specialty electricians identifying those holding 01, 03, 04, 06A, 07, 07A or 10 certificates with 5 or more years' commercial experience (see WAC 296-46B-940). Fill in the lines below or submit a separate attachment.

4. State of Washington UBI Registration #: _____ Expires: _____
5. Number of years in contracting business under present name: _____
6. City of Edgewood Business License #: _____
Required prior to start of contract.
7. Company Federal ID #: _____
8. State of Washington Contractor's License #: _____
Required prior to bid pursuant to RCW 18.27.
9. Particular types of construction work performed by your company:

10. List several recent construction projects performed:

Amount	Type	Owner	Name	Phone

11. Choose one of the following:

- ☐ Bidder has industrial insurance coverage for employees working in Washington as required in Title 51 RCW: or
- ☐ Bidder is not required to have industrial insurance coverage for employees working in Washington as required in Title 51 RCW.

12. Choose one of the following:

- ☐ Bidder's Washington Employment Security Department registration number is: _____
- ☐ Bidder is not required to register with the Washington Employment Security Department pursuant to Title 50 RCW.

13. Choose one of the following:

- ☐ Bidder's Washington State Department of Revenue registration number is :_____; or
- ☐ Bidder is not required to register with the Washington State Department of Revenue pursuant to Title 82 RCW.

14. Bidder is not disqualified from bidding on any public works contract under RCW 39.06.010 or under RCW 36.12.065.

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I am the _____ (title of Bidder), have authority to bind Bidder,
am over the age of 18 and have personal knowledge of the facts set forth above.

Dated this ____ day of _____, 202__ at _____ (City), Washington.

By: _____
Authorized Signature

Printed Name

All Bidders Must Complete and Sign In The Space Provided Above And Submit This Form.

DRAFT

Affidavit of Title VI Compliance

TITLE VI - NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS:

SEC. 601. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SEC. 602. Each Federal department and agency which is empowered to extend Federal financial assistance to any program or activity, by way of grant, loan, or contract other than a contract of insurance or guaranty, is authorized and directed to effectuate the provisions of section 601 with respect to such program or activity by issuing rules, regulations, or orders of general applicability which shall be consistent with achievement of the objectives of the statute authorizing the financial assistance in connection with which the action is taken. No such rule, regulation, or order shall become effective unless and until approved by the President. Compliance with any requirement adopted pursuant to this section may be effected (1) by the termination of or refusal to grant or to continue assistance under such program or activity to any recipient as to whom there has been an express finding on the record, after opportunity for hearing, of a failure to comply with such requirement, but such termination or refusal shall be limited to the particular political entity, or part thereof, or other recipient as to whom such a finding has been made and, shall be limited in its effect to the particular program, or part thereof, in which such non-compliance has been so found, or (2) by any other means authorized by law: Provided, however, That no such action shall be taken until the department or agency concerned has advised the appropriate person or persons of the failure to comply with the requirement and has determined that compliance cannot be secured by voluntary means. In the case of any action terminating, or refusing to grant or continue, assistance because of failure to comply with a requirement imposed pursuant to this section, the head of the federal department or agency shall file with the committees of the House and Senate having legislative jurisdiction over the program or activity involved a full written report of the circumstances and the grounds for such action. No such action shall become effective until thirty days have elapsed after the filing of such report.

SEC. 603. Any department or agency action taken pursuant to section 602 shall be subject to such judicial review as may otherwise be provided by law for similar action taken by such department or agency on other grounds. In the case of action, not otherwise subject to judicial review, terminating or refusing to grant or to continue financial assistance upon a finding of failure to comply with any requirement imposed pursuant to section 602, any person aggrieved (including any State or political subdivision thereof and any agency of either) may obtain judicial review of such action in accordance with section 10 of the Administrative Procedure Act, and such action shall not be deemed committed to unreviewable agency discretion within the meaning of that section.

SEC. 604. Nothing contained in this title shall be construed to authorize action under this title by any department or agency with respect to any employment practice of any employer, employment agency, or labor organization except where a primary objective of the Federal financial assistance is to provide employment.

SEC. 605. Nothing in this title shall add to or detract from any existing authority with respect to any program or activity under which Federal financial assistance is extended by way of a contract of insurance or guaranty.

PART 1 – TITLE VI PROCEDURAL INFORMATION

1. **APPLICATIONS:** The following materials pertain to the regulations relative to nondiscrimination of Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, and as may be requested by the City. All contractors, subcontractors, consultants, suppliers and manufacturers who contract with the City must Comply with these requirements.
2. **AFFIDAVIT:** Before being considered for a contract, all contractors, etc. will be required to submit the Affidavit of Title VI Compliance as part of their proposal or upon request of the Procurement Services Manager.
3. **COMPLIANCE:** The City of Edgewood reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit. The contractors, etc. will be asked for a specific demonstration of compliance with the requirements.
4. **NON-COMPLIANCE:** A finding of non-compliance may be considered a breach of contract and suspension or termination of a contract may follow.
5. **CITY CONTACT:** The City's Compliance Officer is the City Clerk, and specific questions pertaining to this section may be directed to the City Clerk at (253) 952-3299.

PART 2 – ASSURANCES FOR CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

1. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made part of this contract.
2. **NONDISCRIMINATION:** The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations.
3. **SOLICITATION FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiations made by the contractor for the work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor's obligations under this contract and the Regulations relative to the nondiscrimination on the ground of race, color, sex, or national origin.
4. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Edgewood or the Washington State Department of Transportation to be pertinent to ascertain

compliance with such Regulations, orders and instructions. Where any information required of a contractor is an exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Edgewood or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **SANCTIONS FOR NONCOMPLIANCES:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Edgewood and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until contractor complies, and/or;
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **INCORPORATION OF PROVISIONS:** The contractor shall include in provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Edgewood or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Edgewood enter into such litigation to protect the interests of the City and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor hereby certifies that during the performance of this contract it agrees to comply with these assurances.

By: _____
Authorized Signature

Title:

Date:

END, AFFIDAVIT OF TITLE VI COMPLIANCE

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal and _____, as Surety, are held and firmly bound unto the CITY OF EDGEWOOD as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

Project Title: On Call Electrical Services Contract

Project No:

according to the terms of the bid made by the Principal and the Principal shall duly make and enter into a contract with Obligee in accordance with the terms of said bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the advertisement for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED, AND DATED THIS _____, day of _____, 20__.

Principal

Surety Agent

Surety Address

Surety Contact and Phone Number

Agent Address

Agent Contact and Phone Number

Received return of deposit in the sum of \$:_____ Dated: _____

ON CALL SMALL WORKS CONTRACT

1. **Contract and Parties.** This Public Works Contract-Small Works (“Contract”) is between the CITY OF EDGEWOOD, Pierce County, Washington (“City”), a Washington municipal corporation and _____ (“Contractor”), a corporation organized under the laws of the State of Washington, whose address is _____. The City and Contractor are each a “Party” and together the “Parties” to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City (“the Project”), generally described as:

ON CALL ELECTRICIAN SERVICES, including the installation, operation and maintenance of school zone beacons, pedestrian crossing warning beacons, radar speed limit signs, and similar roadside appurtenances on public roadways throughout the City. All work must comply with the National Electrical Code, National Electrical Safety Code and other standards approved by the American National Standards Institute.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party’s heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF EDGEWOOD
2224 104th Ave E
Edgewood, WA 98372-1513
Contact: Rachel Pitzel
Phone: (253) 952-3299

CONTRACTOR:

Address: _____

Contact: _____

Phone: _____

Tax ID #: _____

5. **Notice to Proceed.** Contractor will commence work on the date specified in each Work or Task Order issued by the City and shall complete said work within the time frame provided by each Work or Task Order.

6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. In general.

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) Contractor's proposal; (4) the solicitation for bids.
- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Fridays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM.
- (6) Conditions of Work. By submitting a bid, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors. Ingress/egress shall not be obstructed into the police department/council chambers.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his/her own expense and to the satisfaction of the City. When materials and equipment are

furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured or waived by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.

- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. Work Performance.

- (10) Prevailing wages. Contractor shall pay the then current prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.

For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in Pierce County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project. Contractor is advised that this is a multi-year contract and that prevailing wage rates are updated annually.

- (11) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.

- (12) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (13) Schedule of Work to be followed. All Work shall be performed by the date for completion provided in each Work Order. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (14) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (15) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same. T

c. Non-Discrimination.

- (16) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (17) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

7. Compensation. Compensation shall be by Unit Price for each of the 5 categories of work as defined in the attached Bid Form/Scope of Work at the bid amounts.

Compensation for services requested by the City beyond the defined Scope of Work shall be by the unit prices according to the bid or by change order.

8. Payment

- A. The City shall pay the Contractor for the work performed under this contract as follows (select one):
- ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☐ Lump sum price set forth on the Contractor's proposal; not to exceed _____ plus all applicable taxes.
 - ☒ Unit prices set forth in the Contractor's proposal; not to exceed \$300,000 plus all applicable taxes.
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

9. **Performance Bond.** If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract.

Initial: _____ (Contractor)

10. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

11. **Changes.** After execution of the Contract, changes in the scope of the Work set forth in the Work Order may be accomplished by change order. Change orders shall be in writing signed by the Parties.
12. **Term and Termination of Contract.** This Agreement shall be valid for a period of three (3) years from the date of mutual execution, with an option, exercisable by the City, of a one (1) year renewal term, or upon the Contractor completing \$300,000 worth of Work under this Contract, whichever occurs first. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
13. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:
 - A. *Responsibility Criteria.*
 - (1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:
 - a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
 - b. Contractor has a current state unified business identifier number;
 - c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
 - d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
 - e. Contractor is a licensed Electrical Contractor with the State of Washington Department of Labor and Industries; and

- f. Contractor has been in business performing electrical work for at least two years at the time of bid submittal.

B. *Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

14. Insurance.

A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees, subcontractors or agents (who are not otherwise covered by Contractor's insurance) against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its employees, subcontractors or agents.

B. Lack of insurance grounds for termination of contract. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice. Failure of Contractor to maintain insurance as required herein shall be grounds for termination of this Contract by the City, after giving five business days' notice to the Contractor to correct the breach. Alternatively, the City may procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due to the Contractor from the City.

C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows:

1. Automobile Liability insurance with limits not less than \$1,000,000 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall provide contractual liability coverage.

2. Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate and \$2,000,000 products-completed operations aggregate shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 05 09. There shall be no exclusion, endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Employer's liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – policy limit \$1,000,000.

4. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

E. Other Insurance Provisions. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Employer's Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. Contractor, at the City's request, shall provide to the City a complete copy of requested policy(ies) and not just certificates.

4. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the

City, or any self-insurance, or insurance pool coverage maintained by the City.

- F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of all amendatory endorsements, naming the City as additional named insured, including but not necessarily limited to the additional
- G. insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains at a minimum the same insurance coverage and limits as stated herein for Contractor. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations. Upon request of the City, Contractor shall provide evidence of such insurance.
- H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

15. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages

caused by the sole negligence of the City.

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

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

16. Assigning or Subcontracting. Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.

17. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City.

18. Disputes. Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

19. Attorney's Fees. In any suit or action instituted to enforce any right granted in this Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

20. Extent of Contract/Modification. This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

21. The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or

otherwise, without the City's express prior written consent.

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DRAFT

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THEM.

CITY OF EDGEWOOD

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Ann Marie J. Soto, Interim City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ (*Corporate Officer (Not Contract Signer)*) certify that I am the _____ (*Corporate Title*) of the corporation named as Contractor in the Contract attached hereto; that _____, (*Contract Signer*) who signed said Contract on behalf of Contractor, was then _____ (*Corporate Title*) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Officer Signature (*not Contract Signer*)

Print Name

Title

State of _____

County of _____

_____, (*Corporate Officer (not Contract Signer)*) being duly sworn, deposes and says that he/she is _____ (*Corporate Title*) of _____ (*Name of Corporation*).

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public (Signature)

Notary Public (Print)
My commission expires _____

CITY OF EDGEWOOD
PERFORMANCE BOND

Surety Bond #: _____
DATE POSTED: _____
PROJECT COMPLETION DATE: _____

RE: _____
Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
_____ (hereinafter called the "Principal"), and _____
a corporation organized under the laws of the State of _____, and authorized to
transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly
bound unto the City of Edgewood, Washington, in the sum of _____
(\$ _____), lawful money of the United States of America, for the payment of which sum
we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City for ____,
within the City;

WHEREAS, the agreement requires that certain work be done on behalf of the City; and that such work
be performed in full compliance with City standards, and the plans and specifications submitted with
the project, as required by the City; and

WHEREAS, the agreement granted by the City requires that the work is to be performed within a
certain period of time, unless an extension is granted in writing by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until
released in writing by the City of Edgewood, but only after the Principal has performed and satisfied
the following conditions:

A. Conditions.

1. The work to be performed by the Principal includes: (insert complete description
here)

2. The Principal must complete the Work as required by the City in accordance with the contract executed on _____ and according to any applicable Work or Task Orders ordering the Work. In addition, the Principal must perform the work according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all work as set forth in the Work or Task Order or other instruction provided by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse

to legal action, to take such action under this bond as described in Section B above.

- D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all work performed for a period of twenty-four (24) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this _____ day of _____, 20____.

SURETY COMPANY
(Signature must be notarized)

CONTRACTOR
(Signature must be notarized)

By: _____
Its: _____

By: _____
Its: _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF EDGEWOOD

By: _____

Date: _____

The City of Edgewood
2224 104th Avenue E
Edgewood, WA 98372

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ Individual (Form P-1)
_____ Corporation (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Signature

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: _____, Washington.
My Commission expires: _____

FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Signature

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: _____, Washington.
My Commission expires: _____

(For Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Signature

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: _____, Washington.
My Commission expires: _____

CITY OF EDGEWOOD MAINTENANCE BOND

Surety Bond #: _____

Date Posted: _____

Expiration Date: _____

RE: _____

Contractor: _____

Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(hereinafter called the "Principal"), and _____, a corporation organized under
the laws of the State of _____, and authorized to transact surety business in
the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of
Edgewood, Washington, in the sum of _____
dollars (\$ _____), lawful money
of the United States of America, for the payment of which sum we and each of us bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE
CONDITIONS of the above obligation are such that:

WHEREAS, the above-named Principal has performed work within the City of Edgewood pursuant to
contract with the City; and

WHEREAS, as a condition of said contract with the City, the Principal is required to post a bond for
the 24 months following project completion in order to ensure that the project does not contain defects
that require repair and to cover the cost of repair during that 24-month period; and

WHEREAS, in order to provide security for the obligation of the Principal to repair and/or replace said
work or improvements against defects in workmanship, materials or installation for a period of twenty-
four (24) months after written and final acceptance of the same and approval by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It
is understood and agreed that this obligation shall continue in effect until released in writing by the
City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions
of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

- E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.
- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this _____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

By: _____
Its: _____

Business Name: _____

Business Address: _____

City/State/Zip Code: _____

Telephone Number: _____

CONTRACTOR
(Signature must be notarized)

By: _____
Its: _____

Business Name: _____

Business Address: _____

City/State/Zip Code: _____

Telephone Number: _____

CITY OF EDGEWOOD

By: _____
Mayor

City of Edgewood
2224 104th Avenue E
Edgewood, WA 98372

APPROVED AS TO FORM:

Ann Marie J. Soto, Interim City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

____ Individual (Form P-1)
____ Corporation (Form P-2)
____ Surety Company (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Signature

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: _____, Washington.
My Commission expires: _____

(Developer/Owner)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Signature

NOTARY PUBLIC in and for the State of Washington, residing at: _____, Washington.
My Commission expires: _____

(Surety Company)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Signature

NOTARY PUBLIC in and for the State of Washington, residing at: _____, Washington.
My Commission expires: _____

**DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

Note: This form must be submitted at the time Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of RCW 60.28, at the option of Contractor, shall be:

_____ (1) Retained in a fund by the City.

_____ (2) Deposited by the City in an interest-bearing account in a bank, mutual savings bank or savings and loan association.

_____ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and Contractor jointly. Such check shall be converted into bonds and securities chosen by Contractor and approved by the City and the bonds and securities held in escrow. Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Date: _____

Contractor Signature

PAYMENT BOND

NOTE: THIS FORM MUST BE USED. NO SUBSTITUTE IS ACCEPTABLE.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that whereas the City of EDGEWOOD ("City"), Pierce County, Washington has awarded to _____ (**CONTRACTOR NAME**), the Principal (hereinafter designated as the "Contractor"), a contract for work, which contract consists of the Proposal/Agreement, together with the Contract Documents, Specifications, Special Provisions, Addenda and Plans, together with any duly authorized amendments, all as made a part hereof (collectively the "Contract"), and sometimes identified by

Project Name: _____

BID NUMBER: _____

and whereas the Contractor is required under the terms of the Contract to furnish a payment bond in accordance with RCW 39.08 and RCW 60.28, for the faithful and timely payment of the Contract; and **NOW THEREFORE**, we the Contractor, _____ and _____ ("Surety") a corporation, organized and existing under and by the virtue of the State of _____, and duly authorized to do business in the State of Washington as surety, NAIC Code # _____; WAOIC/CIC Code # _____ are held and firmly bound unto the City of Edgewood in the sum of: (\$ _____) lawful money of the United States, for the payment of which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

1. **THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and promptly and faithfully perform each and every covenant, condition and provision of the Contract and this Payment Bond, then and only then shall this obligation become null and void; otherwise it shall be and remain in full force and effect; and
2. The Contractor shall faithfully and promptly pay, in accordance with RCW Titles 60.28, 39.08, and 39.12, the sums due to all laborers, mechanics, subcontractors and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work under the Contract; and
3. The Contractor shall faithfully and promptly pay all taxes, if any, incurred on or related to the Contract under RCW Titles 50 and 51 and any and all taxes imposed on the Contractor under RCW Title 82 or any other law; and
4. The Contractor and Surety, jointly and severally, shall defend, indemnify, and save harmless the City, its employees, officials, officers and agents from any damage, tax, penalty, interest, cost, fee, expense, including attorneys' fees, arising out of claims, demands, liens, or suits by any person or entity seeking payment for any of the above-described payments or any other payment required by law or the Contract; and
5. The Contractor and Surety shall, jointly and severally, be liable for the City's reasonable costs and attorneys' fees expended in enforcing the provisions of this Bond; and

6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any way affect its obligations on this Bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or the work. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Bond and notice to Surety is not required for such increased obligation.
7. Any provision of this Bond conflicting with statutory or legal requirements shall be deemed deleted and provisions conforming to such statutory or legal requirements shall be deemed incorporated.

IN WITNESS THEREOF, the Contractor and the Surety caused this Bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this _____ day of _____, 20__.

PRINCIPAL:

SURETY:

By: _____	By: _____
Name: _____	Name _____
Title: _____	Title: _____
Address _____	Address: _____
Email: _____	Email: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____

Provide Local Address of Surety and Attach Notarized Power of Attorney for Surety

State of Washington, County of Pierce

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Notary Seal or Stamp for Principal)

Dated: _____
 Signature of Notary Public: _____
 Printed Name: _____
 Title: _____
 My appointment expires: _____

A POWER OF ATTORNEY MUST BE PROVIDED WHICH APPOINTS THE SURETY'S TRUE AND LAWFUL ATTORNEY-IN-FACT TO MAKE, EXECUTE, SEAL, AND DELIVER THIS BOND.

Address and Phone Number of local office and agent of Surety Company is:

Approved as to Form:

Ann Marie J. Soto, Interim City Attorney



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – ROW Procedures Administrative Policy	Agenda Item #: 2.E
	For Agenda of: 6/16/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 20-xxxx ROW Procedures 2. ExA - ROW Procedures 3. ExB - Waiver of Appraisal 4. ExC - Administrative Settlement Policy	
Approval of Materials: Jeremy Metzler Rachel Pitzel 6/11/2020 Dave Gray 6/11/2020 Daryl Eidinger 6/12/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: SS 06/16/2020 RCM 06/23/2020

Summary Statement:

For capital transportation projects to be eligible for federal funding, the project's right-of-way must be acquired in accordance with current WSDOT guidelines and right-of-way manual. This means that the City needs to adopt policies and procedures to accurately reflect and comply with Chapter 8.26 RCW, Chapter 468-100, and other applicable regulations. Edgewood's current policy and procedures are out of date, last reviewed and approved by WSDOT in January 2011.

Attached are the draft adopting resolution, updated Right of Way Procedures, Waiver of Appraisal Procedure, and Administrative Settlement Policy for Council review and consideration. These documents have been reviewed by WSDOT Local Programs and found to be acceptable and in conformance with their guidelines.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution – ROW Procedures Administrative Policy

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 20-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON,
ADOPTING RIGHT-OF-WAY ACQUISITION
PROCEDURES AND POLICIES**

WHEREAS, for City projects to be eligible for federal funding, the project's right-of-way must be acquired in accordance with WSDOT guidelines and right-of-way manual; and

WHEREAS, the City needs to adopt policies and procedures to accurately reflect and comply with Chapter 8.26 RCW, Chapter 468-100, and other applicable regulations; and

WHEREAS, the City Council has determined it to be in the best interest of the City to adopt these policies;

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

Section 1. The Right of Way Procedures are hereby adopted as set forth in Exhibit A, which is incorporated herein by this reference.

Section 2. The Waiver of Appraisal Procedure is hereby adopted as set forth in Exhibit B, which is incorporated herein by this reference.

Section 3. The Administrative Settlement Policy is hereby adopted as set forth in Exhibit C, which is incorporated herein by this reference.

Section 4. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 23RD DAY OF JUNE, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Right of Way Procedures

The **City of Edgewood**, hereinafter referred to as “AGENCY”, desiring to acquire real property (obtain an interest in, and possession of, real property) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the AGENCY will acquire right-of-way (ROW) in accordance with the policies set forth in the Right of Way Manual M 26-01 and Local Agency Guidelines. The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. The following relate to the AGENCY’s request.
 - a. Below is a list of responsible AGENCY individual names and positions, for which the AGENCY has qualified staff to perform the specific right-of-way function(s). Attached are resumes for each individual AGENCY staff listed to perform those functions below, and a brief summary of their qualifications pertaining to the specific ROW function(s) for which they are listed. The procedures shall be updated whenever staffing changes occur. The AGENCY will be approved to acquire based upon staff qualifications.
 - i. **PROGRAM ADMINISTRATION :**
Oversee delivery of the R/W Program on federal aid projects for the agency. Ensures R/W functions are carried out in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Ensures agency’s approved R/W Procedures are current, including staff qualifications, and provides copies to consultants and agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Approves administrative offer summaries per policy;
- Ensure agency has a relocation appeal process in place prior to starting relocation activities;
- Oversight of Administrative Settlements;
- Obligation authority for their agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether or not ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see Appendix 25.176).

Jeremy Metzler, Public Works Director

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

ii. **APPRAISAL**

Prepare and deliver appraisals on federal aid projects for the agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Appraisal Consultant on WSDOT's Approved Consultant List

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

iii. **APPRAISAL REVIEW:**

Review appraisals on federal aid projects for the agency to make sure they are adequate, reliable, and have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Appraisal Consultant on WSDOT's Approved Consultant List

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

iv. **ACQUISITION:**

Acquire, through negotiation with property owners, real property or real property interests (rights) on federal aid projects for the agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, and policies and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;

- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare administrative settlement justification and obtain approval;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each acquisition.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep R/W free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;

- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Jeremy Metzler, Public Works Director

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

- b. Any functions for which the AGENCY does not have qualified staff, the Agency will contract with another local agency with approved procedures, an outside contractor, or the Washington State Department of Transportation (WSDOT). An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person approved to negotiate who is not experienced in negotiation for FHWA funded projects, the LAC must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.
 - c. An AGENCY wishing to take advantage of an Appraisal Waiver (aka Administrative Offer Summary or AOS) procedure on properties valued up to \$25,000 or less should make their proposed waiver procedure a part of these procedures. The procedure outlined in LAG manual has already been approved using form LPA-003. The AGENCY may submit a procedure different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.
 - d. Attached is a copy of the AGENCY's administrative settlement procedure showing the approving authority(s) and the procedure involved in making administrative settlements.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages, and for a three year period following acceptance of the projects by WSDOT.
 3. Approval of the AGENCY's procedures by WSDOT may be rescinded at any time the AGENCY is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Mayor, City of Edgewood

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

WAIVER OF APPRAISAL PROCEDURE

The **City of Edgewood**, hereinafter referred to as “AGENCY”, desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The AGENCY may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the Project Funding Estimate (PFE) is \$25,000.00 or less including cost-to-cure items. A True Cost Estimate shall not be used with this procedure.
- B. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to the Mayor for approval.
- C. The Mayor signs the AOS authorizing a first offer to the property owner(s).

APPROVED:

CITY OF EDGEWOOD

By: _____

Local Programs Right of Way
Manager

**ADMINISTRATIVE SETTLEMENT POLICY
CITY OF EDGEWOOD**

The **CITY OF EDGEWOOD (AGENCY)** shall make every reasonable effort to expeditiously acquire real property by negotiation. Negotiation implies an honest effort by the AGENCY to resolve differences with property owners. Offers can be flexible and negotiations should recognize the inexact nature of the process by which just compensation is determined. The AGENCY shall endeavor to expedite the acquisition of real property by agreements with owners and to avoid litigation and relieve congestion in the courts.

The AGENCY shall carefully consider and maximize the use of administrative settlements in appropriate situations. An administrative settlement or stipulated settlement is a negotiated settlement of a right of way acquisition case in which the AGENCY has administratively approved payment in excess of fair market value as shown on the AGENCY'S approved determination of value (aka review appraiser's certificate). The AGENCY shall carefully consider and maximize the use of administrative settlements in appropriate situations.

Administrative settlements may be approved when it is determined that such action is in the public interest. In arriving at a determination to approve an administrative settlement, the following nonexclusive factors may be considered:

1. All available appraisals, including the owner's, comparable sales not included in an appraisal, and the probable range of testimony in a condemnation trial.
2. The negotiator's recorded information, including parcel details and the owner's rationale for increased compensation.
3. Recent court awards in cases involving similar acquisition and appraisal problems.
4. Likelihood of obtaining an impartial jury in local jurisdiction, opinion of legal counsel where appropriate.
5. Estimate of trial cost weighed against other factors.
6. Impact of construction delay pending acquisition.

Authority

The Public Works Director shall have authority to waive appraisal on properties valued at \$25,000 or less under the process outlined in LAG Manual Appendix 25.176. The Public Works Director shall have the authority to sign AGENCY concurrence with

the waiver valuation as Just Compensation and authorize the commencement of negotiations.

The Public Works Director shall have authority to sign AGENCY concurrence with the Appraisal Review (Determination of Value) as Just Compensation and authorize the commencement of negotiations.

Administrative settlements that do not exceed \$5,000 above just compensation may be approved by the Public Works Director. A diary entry, signed by the Public Works Director, shall be placed in the file or a memorandum in support of the settlement, signed by the Public Works Director, shall be placed in the file.

The Mayor may approve administrative settlements that do not exceed \$20,000 above just compensation. A memorandum in support of the settlement, signed by the Public Works Director, shall be placed in the file.

The City Council may approve administrative settlements that exceed \$20,000.

APPROVED:

CITY OF EDGEWOOD

Mayor

Date

APPROVED AS TO FORM:

City Attorney

Date

ATTEST:

Finance Director/City Clerk

Date



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - DD21 Withdrawal Resolution	Agenda Item #: 2.F
	For Agenda of: 6/16/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. DD21 Resolution No. 2020-02 2. RESOLUTION NO. 20-0504 - AMS signed	
Approval of Materials: Jeremy Metzler Rachel Pitzel 6/11/2020 Dave Gray 6/11/2020 Daryl Eidingen 6/12/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: SS 06/16/2020 SS 06/30/2020 (Tentative) SS 07/07/2020 (Tentative) RCM 07/14/2020 (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 Commissioners approached 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.

On June 9, 2020, at the request of DD21, Staff participated in an inter-agency meeting with DD21, the City of Puyallup, and Pierce County. DD21 is moving ahead with plans to cease its operations, having passed resolutions requesting withdrawal from the cities of Edgewood and Puyallup, and planning to suspend operations and turn over the remainder of its facilities and territory to Pierce County following such withdrawals (if any). DD21 submitted the attached Resolution 2020-02 to Edgewood at said meeting,

attached herewith.

Council approved a Memorandum of Understanding at the May 12, 2020 Regular Council Meeting (attached for reference), as negotiated with and approved by DD21, formalizing the steps to accept the DD21 withdrawal from the City of Edgewood and assume the maintenance responsibilities therein. In said MOU, Recital #4 states, *"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."*

While the DD21 resolution has been adopted prior to said ILA negotiation, Staff does not necessarily see this as a breach of the MOU. As discussed in May, 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.

Also, Puyallup has signaled its intent to not take over maintenance and operations responsibility for their area of DD21. If Puyallup does not agree to assume said maintenance and operations responsibility, the City has two options:

1. The City of Edgewood could perform maintenance and operations for the portion of the system that directly benefits Edgewood's Dechaux Road neighborhood, subject to an interlocal agreement with Puyallup that addresses maintenance rights and responsibilities. Funding for such maintenance would be something to be addressed in such ILA, and it is unclear at this time what Puyallup's position on helping fund any maintenance Edgewood would perform.
2. Allow Pierce County to accept responsibility for operation and maintenance of the portion of the District within Puyallup following the District's suspension.

Additionally, DD21 has signaled its intent to return its remaining fund balance to ratepayers, rather than transferring proportionate shares to Edgewood, Puyallup and Pierce County, as originally anticipated in the MOU between the District and the City from May.

If the City still wishes to assume the responsibility for the maintenance, improvements, and collection of payment for the relevant portion of the District within the City following a District withdrawal from the City, the following actions are necessary:

- 1) Negotiation of an ILA with the District (pursuant to the MOU) that outlines transfer of property, records, and other associated items to enable the City to assume maintenance and operation of the portion of the District within the City, and
- 2) Attempts to procure express, recorded easements with the relevant property owners due to the District's reliance on prescriptive easements.

Item History:

SS 05/05/2020

RCM 05/12/2020 (MOU)

Recommended Action:

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

Fiscal Note/Consideration:

Staff estimates that the City can perform DD21's annual maintenance tasks without an increase in drainage utility rates. DD21 no longer anticipates a transfer of a proportionate share of its general fund balance at the end of 2020 to the City.

RESOLUTION NO. 2020-02

A RESOLUTION OF PIERCE COUNTY DRAINAGE DISTRICT 21 FOR
WITHDRAWAL OF THE AREA WITHIN CITY OF EDGEWOOD BOUNDARIES

WHEREAS, RCW 85.38.213 states “a special district may withdraw area from its boundaries that is located within the boundaries of a city or town...”; and

WHEREAS, RCW 85.38.213 also states that the withdrawal shall result in the “...(a) adoption of a resolution by the special district requesting withdrawal of the area from the district; (b) adoption of a resolution by the city or town council approving the withdrawal of the special district from the area; (c) assumption by the city or town of full responsibility for the maintenance, improvements...”; and

WHEREAS, the City of Edgewood Resolution No. 20-0504, passed unanimously by Edgewood’s City Council on May 12, 2020, is an MOU (Memorandum of Understanding) that details the City’s eventual takeover of all Pierce County Drainage District 21’s (the District) conveyances contained within the City’s boundaries along with two negotiated ILA’s (Interlocal Agreements) for small portions contained within City of Puyallup and Pierce County boundaries; and

WHEREAS, the majority of parcel owners within the District’s City of Edgewood boundaries are primarily commercial and residential parcels not utilized for farming; and

WHEREAS, the District acknowledges the evidence of double taxation as it relates to its own annual taxation and the Stormwater Utility taxation; and

WHEREAS, the District has previously made attempts to secure volunteers for becoming Commissioners resulting in no responses; NOW THEREFORE,

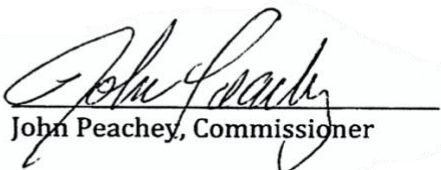
BE IT RESOLVED, that Pierce County Drainage District 21 shall withdraw the area within the City of Edgewood boundaries effective January 1, 2021; and

BE IT FURTHER RESOLVED, that Pierce County Drainage District 21 shall no longer assess parcels for taxation within the City of Edgewood boundaries effective January 1, 2021; and

BE IT FURTHER RESOLVED, that Pierce County Drainage District 21 shall no longer be responsible for conveyance and all other related maintenance responsibilities within the City of Edgewood boundaries effective January 1, 2021.

ADOPTED by the Board of Commissioners at a District Business Meeting held on the 26th day of May, 2020,


Doug Skelly, Commissioner

Margaret Skelly, Commissioner

John Peachey, Commissioner

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

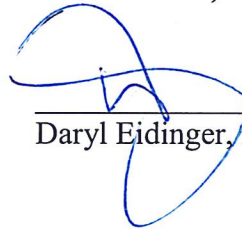
WHEREAS, the City and the District wish to enter into a non-binding Memorandum of Understanding (“MOU”) to set forth the parties’ understanding and intent with respect to the District’s proposed withdrawal from the City and to specify the anticipated steps and benchmarks prerequisite to the proposed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

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

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 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

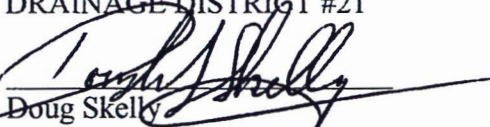
responsibilities for the maintenance, improvements, and collection of payment for the operation of the system previously operated by the District within the City.

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:

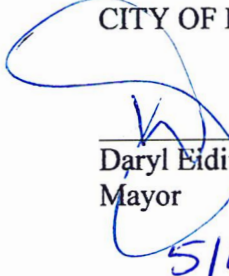
PIERCE COUNTY
DRAINAGE DISTRICT #21


Doug Skelly
Lead Commissioner

Date

5/14/20

CITY OF EDGEWOOD


Daryl Eidinger
Mayor

Date

5/12/2020

ATTEST:


Margaret Skelly
Secretary

APPROVED AS TO FORM:


Rachel Pitzel, CMC
City Clerk


Ann Marie J. Soto
Interim City Attorney