



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, August 4, 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. Code Enforcement Board Interviews

B. Discussion - Resolution – DD21 Withdrawal Resolution

C. Discussion - Resolution – On-Call Electrician Services Contract

D. Discussion - Resolution – First Amendment to On-Call Transportation Planning and Engineering Services Contract

E. Discussion/Review - Ordinance - Design Standards Applicability

F. Discussion/Review - Ordinance - Plat Naming Standards

G. Discussion - Neighborhood Meetings

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Code Enforcement Board Interviews	Agenda Item #: 2.A
	For Agenda of: 8/4/2020
	Prepared by: John Fairbanks
Attachments (list):	
Approval of Materials: John Fairbanks Rachel Pitzel 7/30/2020 Dave Gray 7/30/2020 Daryl Eidinger 7/30/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 08/04/2020: SS 08/11/2020: RCM

Summary Statement:

In accordance with Section 2.33.020 of Edgewood Municipal Code (EMC), regarding the appointment to the Code Enforcement Board (CEB), the initial members shall be appointed by the mayor and confirmed by the city council, in accordance with the process set forth in the council rules of procedure. The city council shall also fill vacancies as stated in the council rules of procedure: the newly appointed board member(s) will serve the remainder of the vacant term(s).

The new CEB consists of positions 1,2,3 and alternate positions 4 and 5. This agenda item will allow for interviews and the subsequent confirmation of the Mayor's appointment for the two Alternate members filling Positions 4 and 5. The term for Position 4 will end on December 31, 2021. The term for Position 5 ends on December 31, 2022.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Code Enforcement Board Interviews

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Resolution – DD21 Withdrawal Resolution	Agenda Item #: 2.B
	For Agenda of: 8/4/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Resolution 2. DRAFT ILA Withdrawal of DD21 (2020-07-30) 3. ExA - DD21 Map	
Approval of Materials: Jeremy Metzler Rachel Pitzel 7/30/2020 Dave Gray 7/30/2020 Daryl Eidinger 7/30/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: SS 08/04/2020 RCM 08/11/2020

Summary Statement:

As discussed at prior Council Meetings, 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. The DD21 Commissioners approached staff last year seeking to cease operations and turn over responsibilities to the Cities through the statutory withdrawal process, as outlined in RCW 85.38.213.

Staff believes the DD21 proposal to withdraw from Edgewood 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 Edgewood citizens currently served by DD21. 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.

As negotiated with and approved by DD21, City Council approved a Memorandum of Understanding (MOU) at the May 12, 2020 Regular Council Meeting, formalizing the steps to accept the DD21 withdrawal from the City of Edgewood and assume the maintenance responsibilities therein. On June 16, 2020, DD21 submitted Resolution 2020-02 to Edgewood, formalizing their request to withdrawal from Edgewood and transfer maintenance responsibilities. While the DD21 withdrawal resolution was provided out of sequence with what was agreed to in the MOU, the MOU does not bind either party and imposes no enforceable obligations.

Based on prior discussions, staff prepared a draft Interlocal Agreement (ILA) for DD21 for review with

Council at the July 7, 2020 Study Session. The draft was forwarded to DD21 for review and comment, Staff met with the Commissioners, and only one concern was expressed: Item 10 of the ILA describes a twenty year term for the agreement. DD21 expressed a desire to include automatic renewal language, but upon further conversation with the City's legal counsel, the purpose of including any term at all is to ensure the City is able to obtain all necessary and relevant records from DD21 in the event that the City realizes it doesn't have everything it needs from the District during that time. Withdrawal of the District from the City will be permanent.

Also, following further conversation with the District, the City's legal counsel added clarifying language to Items 5 and 6 of the ILA regarding transfers and property rights. Revised language is included herein to clarify all the aforementioned items, and a draft resolution authorizing the ILA is also included herein for Council consideration.

Note there is still a need to acquire express, recorded easements on over fifty tax parcels in order to facilitate ongoing maintenance activity, including on two (2) tax parcels in the City of Puyallup in order to protect the Dechaux Road neighborhood. Staff is planning a joint public outreach effort with DD21 as the next step in this process. Also, Staff is awaiting response from Puyallup regarding the draft Right-of-Way Use Agreement, and will bring that item forward to Council once it is available.

Item History:

SS 05/05/2020

RCM 05/12/2020 (MOU)

SS 06/16/2020

SS 07/07/2020

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Resolution – 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. 20-xxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY DRAINAGE DISTRICT NO. 21, APPROVING WITHDRAWAL OF PIERCE COUNTY DRAINAGE DISTRICT NO. 21 FROM THE BOUNDARIES OF THE CITY, AND ACCEPTING PROPERTY AND FACILITIES FROM PIERCE COUNTY DRAINAGE DISTRICT NO. 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, pursuant to RCW 85.38.213, drainage districts may withdraw area from their boundaries located within the boundaries of a city pursuant to adoption of resolutions by both the District and the City, the City’s assumption of responsibility for the drainage utility area being withdrawn, transfer by the District to the City of all rights-of-way or easements within the City, and adoption of an interlocal agreement between the District and the City; 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, 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 entered 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 on May 14, 2020; and

WHEREAS, pursuant to Resolution 2020-02 passed by District on May 26, 2020, the District has requested to withdraw the portion of its drainage utility that is located within the City; and

WHEREAS, the City and the District have negotiated an Interlocal Agreement (ILA) with respect to the District's withdrawal pursuant to the requirements of RCW 85.38.213; and

WHEREAS, the City supports the District's withdrawal from the City pursuant to the terms and conditions contained within the ILA;

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

Section 1. Mayor Authorized to Execute Interlocal Agreement. The Mayor of the City of Edgewood is authorized and directed to execute on behalf of the City an Interlocal Agreement with Pierce County Drainage District #21 in the form attached hereto as Exhibit A, and by reference adopted and incorporated herein.

Section 2. Approval of District Withdrawal. The City Council hereby authorizes and approves the withdrawal of Pierce County Drainage District #21 from all area within the boundaries of the City of Edgewood effective December 31, 2020, in accordance with the terms of the ILA attached hereto as Exhibit A and contingent upon the execution of said ILA. The City hereby assumes full responsibility for the maintenance, improvements, and collection of payment for the operation of the drainage system previously operated by Pierce County Drainage District #21 within the City of Edgewood as of January 1, 2021, contingent upon the execution of the ILA attached hereto as Exhibit A.

Section 3. Acceptance of Property and Facilities of District. The City Council hereby accepts the property and facilities of the District within the City of Edgewood, if any, and authorizes the Mayor to execute any documents needed to effectuate such transfer, in a final form and content acceptable to the City Attorney.

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

ADOPTED THIS 11TH DAY OF AUGUST, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

INTERLOCAL AGREEMENT BETWEEN
CITY OF EDGEWOOD, WASHINGTON AND PIERCE COUNTY DRAINAGE
DISTRICT #21

This Interlocal Agreement (“Agreement”) is made by and between Pierce County Drainage District #21 (“District”) and the City of Edgewood, a municipal corporation of the State of Washington (“City”).

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes the parties to enter into an agreement for cooperative action; and

WHEREAS, Pierce County Drainage District #21 was created in the year 1935, prior to the City of Edgewood’s incorporation and also prior to the establishment of the City of Edgewood’s drainage utility in the year 1996; and

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 generally from rural to 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; 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 of Edgewood anticipates and supports also assuming a portion of the District’s drainage utility currently operated within the City of Puyallup, as Puyallup has indicated it is not interested in assuming that portion of the District’s drainage utility, and such portion of the District’s drainage utility directly impacts and benefits one or more Edgewood residents; 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 drainage facilities without an increase in drainage utility rates for City utility customers; 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.

AGREEMENT

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

1. Recitals Incorporated. The recitals set forth above are adopted and incorporated into this Agreement.
2. Purpose of Agreement. Pursuant to RCW 85.38.213, this Agreement will effectuate the withdrawal of the District from the City, and the City's assumption of the drainage utility facilities currently owned and/or operated by the District within the City and a portion of the drainage utility facilities currently owned and/or operated by the District within the City of Puyallup.
3. No Reimbursement for Lost Assessment Revenue. —The City will not provide reimbursement to the District for lost assessment revenue from the withdrawn area, because the District anticipates suspending operations in 2021.
4. District General Fund Balances. The District will not distribute a portion of general fund balances to the City for the City's use for operation of the drainage system within the City limits, but instead anticipates refunding its general fund balances to its customers.
5. Transfer of Facilities or Improvements (Real Property Rights). To the greatest extent possible, the District shall transfer to the City all facilities, dedications, real property rights, and/or improvements listed on the attached Exhibit A, which is incorporated herein by reference, on or before December 31, 2020 by Statutory Warranty Deed or other appropriate conveyance method. In the event the District has prescriptive easement rights rather than formal recorded easement rights for the above referenced facilities and/or improvements, the District shall instead provide documentation to the City establishing the location of, history of, and extent of the District's prescriptive easement rights. After December 31, 2020, the City will operate the drainage facilities listed on the attached Exhibit A.
6. Transfer of Contracts, Maintenance Obligations, and ~~Real and~~ Personal Property Rights. The District shall further transfer to the City any contracts, maintenance obligations, ~~dedications,~~ and/or ~~real/~~personal property rights owned by or benefitting the District relating to the facilities and improvements listed on Exhibit A to the City on or before December 31, 2020.
7. Transfer of Documents. The District shall further provide to the City 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 and relating to the facilities and improvements listed on Exhibit A within thirty (30) days of the effective date of this Agreement.
8. Surface Water Quality.

- a. The District shall transfer to the City within thirty (30) days of the effective date of this Agreement any records relating to pre-withdrawal surface water runoff and water quality, if any.
 - b. The City agrees to operate and maintain the drainage facilities and properties listed on Exhibit A to at least the same maintenance standards as those set forth in the Edgewood Municipal Code to ensure that the local and regional effects of said facilities shall not be diminished from previously provided by the District.
9. Adoption of Resolutions. ~~Concurrently with the approval of this Agreement and n~~No later than October 31, 2020, the District shall adopt a resolution requesting withdrawal of the City from the District ~~effective December 31, 2020~~, and the City shall adopt a resolution approving the permanent withdrawal of the District from the City limits effective December 31, 2020. The Parties may adopt this Agreement and request/approve withdrawal of the City from the District in a single resolution. The ~~p~~Parties agree to fully cooperate with each other to effectuate such withdrawal and agree to perform or cause to be performed any and all further acts as may be reasonably necessary to complete the withdrawal in accordance with this agreement and applicable law by December 31, 2020.
10. Term. This Agreement shall take effect upon approval by the respective governing bodies of the District and mutual execution and shall be in effect for twenty years from the date of mutual execution. Provided the Parties duly adopt the resolutions enumerated above, requesting and granting approval of the District's withdrawal from the City, the withdrawal of the District from the City shall be permanent and expiration of this Agreement shall not cause any reversion of responsibility for maintenance and operation of the drainage utility facilities within the City back to the District.
11. No New Entity Created. This Agreement does not create any separate legal or administrative entity.
12. Termination. Either party may terminate its obligations under this Agreement upon one (1) year's written notice to the other party.
13. Administrators. The Administrators of this Agreement shall be the Mayor of the City of Edgewood and the Lead Commissioner of the District.
14. No Joint Property Held. No property shall be held jointly between the Parties as part of this Agreement.
15. Amendment. This Agreement may be amended, altered, or clarified only by written agreement of the parties, and may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda or amendments shall be attached and by this reference made part of this Agreement as though fully set herein.
16. Hold Harmless and Indemnification. The District 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 resulting from the performance of this Agreement or in any way relating to 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 District and the City, its officers, officials, employees, and volunteers, the District's liability hereunder shall be only to the extent of the District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the District'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.

17. Entire Agreement. This Agreement is a complete expression of the understanding between the parties and any oral or written representations or understandings not incorporated expressly into this Agreement are expressly excluded. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. Further, waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties which shall be attached to the original agreement.
18. No Assignment. This Agreement shall not be assigned by either Party unless it has the written consent of the other Party.
19. Governing Law. This parties agree that this Agreement shall be interpreted and governed by the laws of the State of Washington. Venue for any suit brought to enforce this agreement shall lie exclusively in Pierce County Superior Court. Should any litigation be commenced between the parties hereto concerning this Agreement, the substantially prevailing party in such litigation shall be entitled to reasonable attorneys' fees or costs, in addition to such other relief as may be granted.
20. Filing of Agreement. Pursuant to RCW 39.34.040, this Agreement shall be filed with the County Auditor or alternatively, listed by subject on the Parties' respective websites.

PIERCE COUNTY
DRAINAGE DISTRICT #21

Doug Skelly
Lead Commissioner

Date

ATTEST:

Secretary

CITY OF EDGEWOOD

Daryl Eidinger
Mayor

Date

Rachel Pitzel, CMC

APPROVED AS TO FORM:

City Clerk

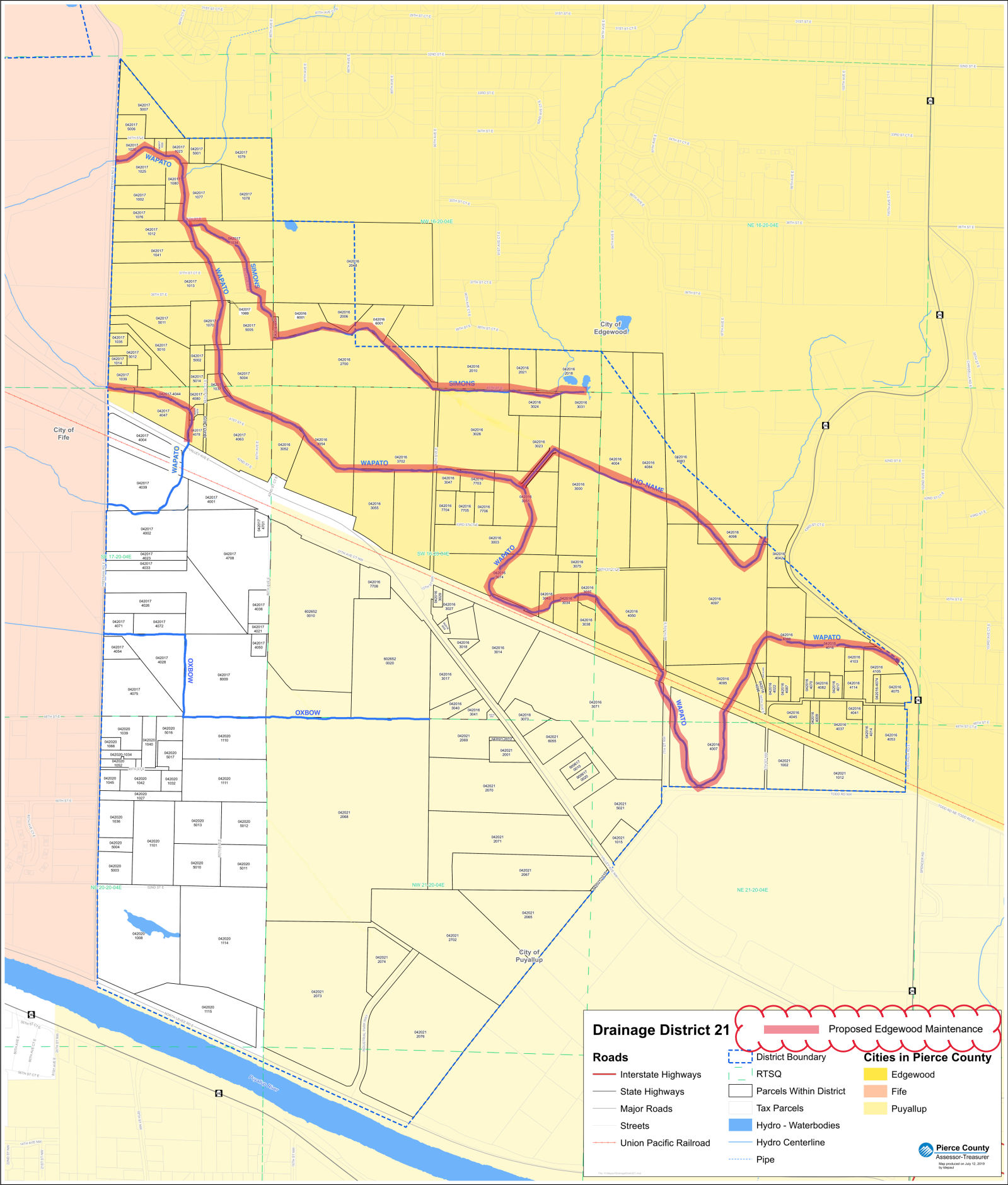
Ann Marie J. Soto
City Attorney

DRAFT

Exhibit A

Drainage District No. 21 Facilities and Properties

DRAFT





City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Resolution – On-Call Electrician Services Contract	Agenda Item #: 2.C
	For Agenda of: 8/4/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - Bid Tabulation 2020-07-24 2. 2 - Transportation Systems Inc Bid Submittal 3. 3 - DRAFT Resolution 20-0xxx 4. 4 - SIGNED Contract	
Approval of Materials: Jeremy Metzler Rachel Pitzel 7/31/2020 Dave Gray 7/31/2020 Daryl Eidinger 7/31/2020	Expenditure Required: TBD Amount Budgeted: TBD Timeline: 08/04/2020 SS 08/11/2020 RCM

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.

As discussed at the June 16, 2020 Study Session, an Invitation to Bid for a Unit Priced Contract to support the City with on-call electrician services was issued, and four (4) bids were received and opened on Friday, July 24, 2020. Staff determined the lowest responsive, responsible bidder to be Transportation Systems, Inc. Attached herewith are the bid tabulation, the proposal submitted by Transportation Systems, Inc., and a draft resolution authorizing the contract included as Exhibit A therein (bonds forthcoming).

Item History:

06/16/2020 SS

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Resolution – On-Call Electrician Services Contract

Fiscal Note/Consideration:

This contract anticipates up to a total of \$300,000 over three years. Funding for this contract will be provided through the Citywide Pedestrian Mobility and Safety Improvements capital program (up to \$75,000 per calendar year), proceeds from the school zone safety cameras, and other Public Works funding sources as needed and authorized.

Company Name		Danard Electric, Inc.	TITAN Earthwork, LLC	Transportation Systems, Inc.	West Coast Signal, Inc.
Ranking		2	3	1	4
FULLY BURDENED HOURLY RATES					
Electrician (incl. service truck)	Regular Hours Rate	\$125.00	\$170.00	\$142.00	\$235.00
	After Hours Rate	\$160.00	\$195.00	\$172.00	\$415.00
	Weekend / Holiday Rate	\$175.00	\$235.00	\$213.00	\$530.00
	Emergency Call Out	\$180.00	\$260.00	\$225.00	\$650.00
Elect Apprentice	Regular Hours Rate	\$106.25	\$120.00	\$95.00	\$195.00
	After Hours Rate	\$136.00	\$145.00	\$114.00	\$345.00
	Weekend / Holiday Rate	\$148.75	\$180.00	\$134.00	\$440.00
	Emergency Call Out	\$153.00	\$200.00	\$150.00	\$540.00
Operator	Regular Hours Rate	\$77.45	\$125.00	\$109.00	\$195.00
	After Hours Rate	\$116.18	\$150.00	\$136.00	\$345.00
	Weekend / Holiday Rate	\$154.90	\$190.00	\$174.00	\$440.00
	Emergency Call Out	\$164.90	\$210.00	\$186.00	\$540.00
Laborer	Regular Hours Rate	\$72.60	\$95.00	\$81.00	\$175.00
	After Hours Rate	\$108.90	\$120.00	\$104.00	\$310.00
	Weekend / Holiday Rate	\$145.20	\$150.00	\$145.00	\$395.00
	Emergency Call Out	\$155.20	\$170.00	\$157.00	\$485.00
Material Markup		25%	15%	16%	21%
Subcontractor Markup		25%	15%	12%	12%

Scenario #1 - 8 regular hrs (Electrician+Elect Apprentice only), \$5,000 materials, no subcontractor:

\$8,100.00	\$8,070.00	\$7,696.00	\$9,490.00
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Scenario #2 - 8 regular hrs (All 4 classes), \$7,500 materials, \$2,000 subcontractor (traffic control):

\$14,925.40	\$15,005.00	\$14,356.00	\$17,715.00
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Scenario #3 - 4 after hours rate (Electrician only), \$2,500 materials, no subcontractor:

\$3,765.00	\$3,655.00	\$3,588.00	\$4,685.00
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Scenario #4 - 16 regular hrs (Operator+Laborer), 8 regular hrs (Electrician+Elect Apprentice), \$10,000 materials, \$5,000 subcontractor (traffic control):

\$23,000.80	\$23,090.00	\$22,136.00	\$27,060.00
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Tie-breaker: Sum of all scenarios -

\$49,791.20	\$49,820.00
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INVITATION TO BID FORM # 2020 On-Call Citywide Electrician Services

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME: Transportation Systems, Inc.

ADDENDA ACKNOWLEDGED: 1

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:

Transportation & Right of Way Facilities:

<u>FULLY-BURDENED HOURLY RATES</u>				
Worker Classification	Electrician (incl. service truck)	Elect Apprentice	Operator	Laborer
Regular Hours Rate (M-F 7:00am- 5:00pm)	\$ 142.00	\$ 95.00	\$ 109.00	\$ 81.00
After Hours Rate (M-F 5:00pm-7:00am)	\$ 172.00	\$ 114.00	\$ 136.00	\$ 104.00
Weekend / Holiday Rate (Saturday/Sunday/Holiday)	\$ 213.00	\$ 134.00	\$ 174.00	\$ 145.00
Emergency Call Out	\$ 225.00	\$ 150.00	\$ 186.00	\$ 157.00

Material Markup 16 %

Subcontractor Markup 12 %

Other equipment, if needed, shall be billed per the current WSDOT rate sheet for that piece of equipment.

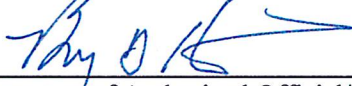
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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.

Transportation Systems, Inc

Bidder's Business Name



Signature of Authorized Official*

Bryson Huie

Printed Name

President

Title

7/23/2020

Date

Sumner

City

WA

State

Check One:

Sole Proprietorship ☐

Partnership ☐

Joint Venture ☐

Corporation ☒

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

Washington

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.*

Transportation Systems, Inc

Address: 6917 166th Ave E

Sumner, WA 98390

Telephone: 253-750-0284

Email: bryson@transportationsystemsinc.com

Washington State Contractor License #:

Required prior to bid pursuant to RCW 18.27 TRANSSI927NO

City of Edgewood License #: -

INVITATION TO BID FORM # 2020 on call city wide
Electrical Services

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Company and Address Transportation Systems, Inc
 6917 166th Ave E
 Sumner, WA 98390

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.

Jerry Beaudry 01

Danny Biscano 01

Brad Hoffman 01

Wesley Lindsey 01

4. State of Washington UBI Registration #: 602 726 209 Expires: Current

5. Number of years in contracting business under present name: 12

6. City of Edgewood Business License #: -
Required prior to start of contract.

7. Company Federal ID #: 26-0907314

8. State of Washington Contractor's License #: TRANSI927NO
Required prior to bid pursuant to RCW 18.27.

9. Particular types of construction work performed by your company:
Rapid Flashing Beacon Systems, Pedestrian Crossing Beacon Systems, School Zone
Flashing Beacons, Speed Signs/Camera's, Photo Enforcement Signs/Cameras,
Traffic Signals, Street Lighting, Parking Lot Lighting

10. List several recent construction projects performed:

Amount	Type	Owner	Name	Phone
\$276,641	Traffic Signal & Street Lighting	Sierra Pacific Industries	David Overland	206-659-9735
\$235,884	Traffic Signal & Street Lighting	City of Auburn	Scott Nutter	206-931-3000
\$458,874	Traffic Signal Modification	City of Auburn	Mark Eichelberger	253-561-1451
\$716,902	ADA Sidewalk, Electrical	City of Burien	Brian Victor	206-241-4647

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: 371074004
- ☐ 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: 26-0907314; 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 President (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 23 day of July, 2028 at Sumner (City), Washington.

By:



Authorized Signature

Bryson Huie

Printed Name

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

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

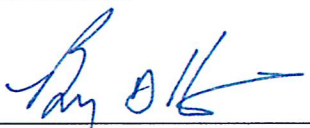
contractor is an exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Edgewood or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

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: President

Date: 7/23/2020

END, AFFIDAVIT OF TITLE VI COMPLIANCE

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Transportation Systems, Inc., as Principal and Western Surety Company, as Surety, are held and firmly bound unto the CITY OF EDGEWOOD as Obligee, in the penal sum of Five Percent (5%) of Bid Amount 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.

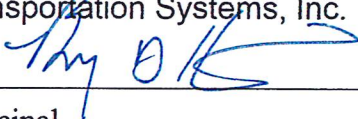
The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

Project Title: On Call Electrical Services Contract

Project No:

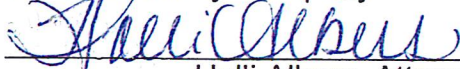
according to the terms of the bid made by the Principal and the Principal shall duly make and enter into a contract with Obligee in accordance with the terms of said bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal 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 24th, day of July, 2020.
Transportation Systems, Inc.



Principal

Western Surety Company



Surety Agent Holli Albers, Attorney-in-Fact

Western Surety Company

999 Third Avenue, Ste 2500, Seattle, WA 98104

Surety Address

Propel Insurance

1201 Pacific Avenue, Suite 1000, Tacoma, WA 98402

Agent Address

Michael Keller, 800-262-2110

Surety Contact and Phone Number

Brent Heilesen, 253-759-2200

Agent Contact and Phone Number

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael S Mansfield, Sara Sophie Sellin, Donald Percell Shanklin Jr, Misti Marie Brill, Tamara A Ringeisen, Kari Michelle Motley, Bryan Richard Ludwick, Amber Lynn Reese, Individually of Portland, OR
Cynthia L Jay, Eric A Zimmerman, James B Binder, Aliceon A Keltner, Brandon K Bush, Jacob T Haddock, Alyssa J Lopez, Katharine J Snider, Individually of Seattle, WA
Jamie L Marques, Carley Espiritu, Christopher Kinyon, Brent E Heilesen, Annelies M Richie, Kyle Joseph Howat, Kristine A Lawrence, Heather L Allen, Holli Albers, Erica E Mosley, Amelia G Burrill, Individually of Tacoma, WA
Dana M Brinkley, Linda D Shaddon, Individually, of Medford, OR

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of May, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of May, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of July, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

RESOLUTION NO. 20-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AWARDING THE CONTRACT FOR THE ON-CALL CITYWIDE ELECTRICIAN SERVICES TO TRANSPORTATION SYSTEMS INC. IN AN AMOUNT NOT TO EXCEED \$300,000.00 OVER THREE YEARS

WHEREAS, the City of Edgewood (“City”) does not employ a qualified electrician on staff and has a need for certain electrical work, such as for the City’s flashing school zone beacons, as well as other tasks; and

WHEREAS, the City determined to contract for such electrical services; and

WHEREAS, the City utilized a competitive bidding process to obtain bids for a three year on-call electrical services contract; and

WHEREAS, four bids were received on July 24, 2020; and

WHEREAS, after opening the bids received, City staff determined that the lowest responsible bidder was Transportation Systems Inc. of Sumner, WA; and

WHEREAS, the City Public Works Director analyzed the bids and recommended that Transportation Systems Inc. be awarded the contract as the lowest responsible bidder; and

WHEREAS, the City Council considered the recommendation of the Public Works Director during its regular Council meeting of August 11, 2020, and determined that the contract should be awarded to Transportation Systems Inc.;

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

Section 1. Awarding On-Call Citywide Electrician Services Contract. The City Council awards the On-Call Citywide Electrician Services contract to Transportation Systems Inc. and authorizes the Mayor to execute the contract between the City of Edgewood and Transportation Systems Inc. in an amount not to exceed \$300,000.00 over three years, which is attached hereto as Exhibit A.

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

ADOPTED THIS 11TH DAY OF AUGUST, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

DRAFT

Exhibit A
Agreement and Bond Forms

DRAFT

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 Transportation Systems, INC ("Contractor"), a corporation organized under the laws of the State of Washington, whose address is 6917 166th Ave E
SUMNER WA 98390. 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:

Transportation Systems INC.
Address: 6917 166th AVE E
SUMNER WA 98390
Contact: Bryson Huie
Phone: 253 750-0284

Tax ID #: 26-0907314

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: BK (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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

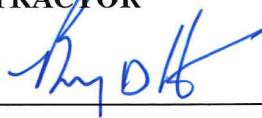
By: _____

Print name: _____

Title: _____

Date: _____

CONTRACTOR

By: 

Print name: Bryson Huie

Title: President

Date: 7/29/2020

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Bryson Huie (Corporate Officer (Not Contract Signer)) certify that I am the President (Corporate Title) of the corporation named as Contractor in the Contract attached hereto; that Bryson Huie, (Contract Signer) who signed said Contract on behalf of Contractor, was then President (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.

[Signature]

Corporate Officer Signature (not Contract Signer)

Bryson Huie
Print Name

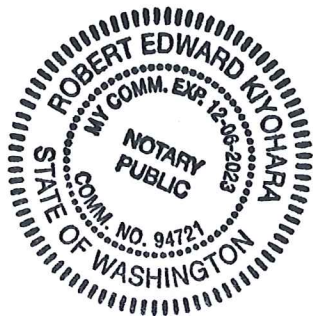
President
Title

State of WASHINGTON

County of PIERCE

Bryson D. Huie, (Corporate Officer (not Contract Signer)) being duly sworn, deposes and says that he/she is PRESIDENT (Corporate Title) of TRANSPORTATION SYSTEMS INC (Name of Corporation).

Subscribed and sworn to before me this 29 day of JULY, 2020.



Robert Edward Kiyohara
Notary Public (Signature)

ROBERT EDWARD KIYOHARA
Notary Public (Print)
My commission expires 12-06-2023



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Resolution – First Amendment to On-Call Transportation Planning and Engineering Services Contract	Agenda Item #: 2.D
	For Agenda of: 8/4/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. FIRST AMENDMENT Transpo On-Call	
Approval of Materials: Jeremy Metzler Rachel Pitzel 7/30/2020 Dave Gray 7/30/2020 Daryl Eidingen 7/30/2020	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 08/04/2020 SS 08/11/2020 RCM

Summary Statement:

On July 24, 2018, City Council passed Resolution 18-0423 authorizing the Mayor to execute a professional services agreement with the Transpo Group in an amount not to exceed \$250,000 over a three-year period. At the same meeting, Council also passed Resolutions 18-0415 and 18-0416, authorizing contracts with DKS Associates and DN Traffic Consultants, respectively, for the same amount and services. The contract language is clear that there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to fulfill the contract amount).

Staff's original intent for selecting three traffic engineering consultants was to have multiple vendors at the ready for a multitude of planned developer and capital projects, as well as managing the City's traffic concurrency model. Coordination with multiple consultants on similar tasks proved problematic, yielding inconsistent deliverables and experiences. It also became apparent that the City's concurrency model could not be maintained by multiple vendors, as sharing data generated by different modeling software packages created more work and confusion.

Therefore, staff has continued to use the Transpo Group for concurrency model management and a majority of the traffic engineering consultation, in part to maintain consistency. Their work product has been well received, is easy to understand, and Staff recommend continuing to work with them for the duration of the contract term. Please note the City will solicit new three-year on-call contracts for these services in 2021, as scheduled.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Resolution – First Amendment to On-Call Transportation Planning and Engineering Services Contract

Fiscal Note/Consideration:

There have been more than \$217K in task orders executed under this agreement over the last two years, of which \$20K has been for pass-through developer review fees. With nearly a year remaining under the current contract, and approximately \$100K in additional work anticipated, Staff recommends increasing the total contract amount with Transpo to not exceed \$350K.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEWOOD
AND TRANSPO GROUP**

Section I. Date and Parties.

This document ("First Amendment"), is dated the 11th day of August, 2020, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and Transpo Group ("Consultant"). This First Amendment modifies the Professional Services Agreement dated July 24, 2018, by and between the City and Consultant (the "Agreement").

Section II. General Recitals.

A. The City and Consultant entered into the Contract for the purposes of allowing the Consultant to perform transportation planning and engineering on-call services.

B. Since the Contract was executed, the City has requested task orders at a greater frequency and value than originally anticipated. Therefore, the City anticipates the need for additional services during the agreed contract term in excess of the "not to exceed" contract amount.

C. The parties have now determined that such an amendment is required as set forth in this First Amendment.

Section III. Amendments to the Agreement.

A. Section II. Payment. Section II of the original Agreement is hereby amended by modifying the third sentence under item A. as follows:

The City shall pay the Consultant an amount based on time and materials, not to exceed ~~Two~~Three Hundred Fifty Thousand Dollars (\$~~23~~350,000.00) for the services described in Section I herein.

Section IV. Other Terms Unchanged. All other terms of the Agreement remain unchanged and enforceable. The First Amendment is intended to modify the terms and conditions of the original Agreement only insofar as such modifications are set forth in this Amendment. In the case of any conflict between the terms of the Agreement and First Amendment, the provisions of the First Amendment shall control.

DATED: This 11th day of August, 2020.

CITY OF EDGEWOOD

CONSULTANT

By: _____

By: _____

Its: Mayor, Daryl Eidinge

Printed Name: _____

Its: _____

Date: _____

Date: _____, 2020

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

City Attorney, Ann Marie Soto



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion/Review - Ordinance - Design Standards Applicability	Agenda Item #: 2.E
	For Agenda of: 8/4/2020
	Prepared by: Darren Groth
Attachments (list): 1. Draft ORD_ Amending EMC - Design Standards Applicability (Site Plans)	
Approval of Materials: Darren Groth Rachel Pitzel 7/30/2020 Dave Gray 7/30/2020 Daryl Eidinger 7/30/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 07/21/2020: SS 07/28/2020: RCM, PUBLIC HEARING 08/04/2020: SS 08/11/2020: RCM, FINAL ACTION

Summary Statement:

City staff proposed adding a site plan review process to EMC 18.95 Design Standards. To facilitate this new site plan process, staff discussed necessary Edgewood Municipal Code (EMC) revisions to identify the Site Plan process and its applicability. On June 8, 2020, staff presented the proposed changes to the Planning Commission. On July 13, 2020, the Planning Commission held a public hearing on the proposed changes and voted 5-0 to recommend approval of all changes, as presented in the staff report exhibits (which are also provided as an attachment to this agenda bill item). City Council was briefed on this item during their July 21, 2020 Study Session and held a Public Hearing on July 28, 2020. Today's agenda item allows for discussion post hearing in advance of next week's final action.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Discussion/Review - Ordinance - Design Standards Applicability

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 20-xxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, RELATING TO SITE PLAN REVIEW; SPECIFICALLY AMENDING EDGEWOOD MUNICIPAL CODE CHAPTER 18.20 RELATED TO SITE PLAN DEFINITIONS; AMENDING EDGEWOOD MUNICIPAL CODE SECTION 18.90.110 RELATED TO NONCONFORMING STRUCTURES; AMENDING EDGEWOOD MUNICIPAL CODE CHAPTER 18.95 RELATED TO SITE PLAN APPLICATION PROCEDURES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on May 11, 2020, City staff and the Planning Commission discussed the concept of establishing a “Site Plan” application process in order to efficiently review the criteria set forth in Chapter 18.95 – Design Standards of the Edgewood Municipal Code (EMC); and

WHEREAS, on June 8, 2020, City staff presented a report completed by the City’s consultant, AHBL, that provided a summary of how the City of Edgewood could adopt a Site Plan application process, consistent with neighboring cities; and

WHEREAS, on July 13, 2020, the City Planning Commission held a public hearing to consider proposed amendments to Chapter 18.95 EMC; and

WHEREAS, the City’s Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800(19); and

WHEREAS, the City sent a draft of this Ordinance to the Washington State Department of Commerce, as required by RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on July 13, 2020, and sent its recommendation to the City Council; and

WHEREAS, the Edgewood City Council considered this draft Ordinance on July 21, 2020, in a study session; and

WHEREAS, City Council held a public hearing on this Ordinance on July 28, 2020; and

WHEREAS, the Edgewood City Council considered this draft Ordinance on August 4, 2020, in a study session; and

WHEREAS, the Council considered this Ordinance during its regular City Council meeting of August 11, 2020;

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

Section 1. EMC Section 18.20.190, Amended. The definition of “Project Permit” in Section 18.20.190 of the Edgewood Municipal Code is hereby amended to read as follows:

“Project permit” means any land use or environmental permit or license required from the city of Edgewood for a project action, including but not limited to building permits, site development permits, fill and grade permits, subdivisions, binding site plans, planned unit developments, conditional uses, Site Plan(s), shoreline substantial development permits, development plan review, site specific rezones authorized by the comprehensive plan; but excluding adoption or amendment of the comprehensive plan and development regulations, zoning of newly annexed land, area-wide rezones, and zoning map amendments except as otherwise specifically included in this subsection.

Section 2. EMC Section 18.20.220, Amended. Section 18.20.220 of the Edgewood Municipal Code is hereby amended to add a definition for the term “Site Plan” to read as follows:

“Site Plan” a project permit plan or map that conceptually illustrates the development proposal for the subject property in accordance with applicable development and design standards.

Section 3. EMC Section 18.90.110(H), Amended. Section 18.90.110(H) of the Edgewood Municipal Code is hereby amended to read as follows:

18.90.110 Nonconformities.

H. Nonconforming Structures. Maintenance, minor improvements and minor alterations to nonconforming structures are allowed to prevent them from becoming blighted and having detrimental impacts on the surrounding neighborhood. Nothing in this section shall be construed to prevent the strengthening or restoring to a safe condition of any nonconforming structure or part thereof declared to be unsafe by the building official or other proper authority. No nonconforming structure ~~partially occupied by a nonconforming use~~ shall be moved, altered, or enlarged ~~in such a way as to permit the enlargement of the space occupied by the nonconforming unless use.~~ ~~Alterations or expansions of nonconforming structures which are required by law or a public agency in order to comply with public health, safety, or welfare regulations are allowable., even if in conflict with other provisions of this title. All applicable construction permits must first be obtained for any such work.~~ The expansion of a non-conforming structure as allowed by law or a public agency in order to comply with public health, safety, or welfare regulationsAny such movement, alteration, or enlargement of a nonconforming structure shall be the minimum necessary to

achieve compliance with the regulation that is allowing the expansion.

Section 4. EMC Section 18.95.010(A), Amended. Section 18.95.010(A) of the Edgewood Municipal Code is hereby amended to read as follows:

18.95.010 Purpose.

A. The purpose of this chapter is to assure that quality physical development occurs in the city of Edgewood and to establish a comprehensive Site Plan design review processes. Key objectives include:

1. Promote economic vitality and a sense of place consistent with the community vision;
2. Emphasize human scale design with a main street character in mixed use and commercial areas;
3. Allow for flexibility to accommodate creative design that meets the intent of adopted standards;
4. Provide clear and straightforward regulations that can be understood by a wide range of users; ~~and~~
5. Establish an efficient and objective design review process; ~~and~~
6. To provide for the review of development proposals with respect to overall site design and to provide a means for guiding development in a logical, safe, attractive, and expedient manner, while also allowing property to be developed in phases.

Section 5. EMC Section 18.95.020, Amended. Section 18.95.020 of the Edgewood Municipal Code is hereby amended to read as follows:

18.95.020 Applicability.

~~A. Design standards shall only apply to commercial, mixed use, multifamily, and accessory dwelling unit projects in the city.~~

~~B. The design standards shall be implemented in the following manner:~~

~~1. Major Construction. All new construction and any exterior improvements/additions to existing structures where the cost of the improvements is greater than 50 percent of the assessed value of the structure in any four year period, then the standards apply to the entire project.~~

~~2. Minor Construction. Any exterior improvements/additions to an existing structure where the cost of the improvements is less than 50 percent of the assessed value of the structure, then only that portion of the site and building being improved or added to shall comply. (Ord. 16-469 § 2 (Exh. A); Ord. 11-360 § 3 (Exh. B)).~~

A. Site Plan design review shall be required prior to the issuance of construction permits in any of the following circumstances:

1. The new construction of a nonresidential building or other structure;
2. The expansion, remodel, or alteration of any building or other structure by more than five (5) percent of its existing floor area, or overall size in cases where floor area standards are not applicable; and allowed under EMC 18.90.110(H);
3. ~~or~~ The expansion of any building or structure that creates a new dwelling unit;
43. A change of use, or where traffic, parking, noise or other impacts are greater than the impacts for the previously existing use, as determined by the director; or
45. The construction and reconstruction of driveway approaches, gates, roads, shared access facilities, alleys, and driving surfaces within ingress/egress easements.

B. The following activities shall not require Site Plan design review.

1. Permits authorizing residential construction for detached single-family residential use and accessory dwelling units.
2. Any activity that does not require a building permit or is not considered a change in use, as determined by the director.
3. Any activity on the exterior of a building that does not exceed a twenty-five (25) percent change in any existing facade or roof form.
4. Interior work that does not alter the exterior of the structure or affect parking standards as determined by the director.
5. Normal building maintenance and repair.

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL ON THE 11th DAY OF AUGUST, 2020

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication:
Effective Date:

DRAFT



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion/Review - Ordinance - Plat Naming Standards	Agenda Item #: 2.F
	For Agenda of: 8/4/2020
	Prepared by: Darren Groth
Attachments (list): 1. Draft ORD_ Amending EMC 16 - Plat Naming	
Approval of Materials: Darren Groth Rachel Pitzel 7/30/2020 Dave Gray 7/30/2020 Daryl Eidinger 7/30/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 07/21/2020: SS 07/28/2020: RCM, PUBLIC HEARING 08/04/2020: SS 08/11/2020: RCM, FINAL ACTION

Summary Statement:

In accordance with RCW 58.17.280, City staff proposed adding a plat naming standards to Edgewood Municipal Code (EMC) Chapter 16.04 - Full Subdivisions. To facilitate this additional requirement, staff discussed with the Planning Commission on June 8, 2020 those necessary EMC revisions to identify the naming standards. On July 13, 2020, the Planning Commission held a public hearing on the proposed changes and voted 5-0 to recommend approval of all changes, as presented in the staff report exhibits (which are also provided as an attachment to this agenda bill item). City Council was briefed on this item during their July 21, 2020 Study Session and held a Public Hearing on July 28, 2020. Today's agenda item allows for discussion post hearing in advance of next week's final action.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Discussion/Review - Ordinance - Plat Naming Standards

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 20-xxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING EDGEWOOD MUNICIPAL CODE SECTIONS 16.04.060 AND 16.04.130 RELATED TO PLAT NAME PROCEDURES FOR SUBDIVISIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, tracking a plat project may be difficult when multiple names assigned to a single development or when multiple development projects have similar names; and

WHEREAS, the City's consultant, AHBL, prepared a report that summarized how other cities process plats in accordance with RCW 58.17.280 and provided a recommendation for proposed code changes.; and

WHEREAS, the City now desires to add clarity to plat naming requirements; and

WHEREAS, the City's Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800(19); and

WHEREAS, the City sent a draft of this Ordinance to the Washington State Department of Commerce, as required by RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on July 13, 2020, and sent its recommendation to the City Council; and

WHEREAS, the Edgewood City Council considered this draft Ordinance on July 21, 2020, in a study session; and

WHEREAS, City Council held a public hearing on this Ordinance on July 28, 2020; and

WHEREAS, the Edgewood City Council considered this draft Ordinance on August 4, 2020, in a study session; and

WHEREAS, the Council considered this Ordinance during its regular City Council meeting of August 11, 2020;

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

Section 1. EMC Section 16.04.060, Amended. Section 16.04.060 of the Edgewood Municipal Code is hereby amended to read as follows:

16.04.060 Preliminary plat – Contents.

The drawing of the preliminary plat shall contain the following information:

A. Drawn to scale with accurate dimensions at no less than one inch equals 100 feet and the scale shall be shown on the drawing;

B. Subdivision Name. The applicant shall provide a project name for the proposed subdivision. The name shall not duplicate previously named plats nor shall the name resemble the name of another subdivision in Edgewood. To ensure the plat can be recorded and the name has not been previously used for a recorded subdivision elsewhere in Pierce County, the applicant should vet the plat name with the Pierce County Recorder's Office prior to application.

~~CB.~~ A numeric scale, graphic scale, true north point, and date of preparation;

~~DC.~~ All existing property lines lying within the proposed plat including those to be vacated, those within 100 feet of the subject property and those within 100 feet of adjacent lots under the same ownership as the property being subdivided;

~~ED.~~ The location, right-of-way widths, pavement widths and names of all existing or platted streets and other public ways within, or adjacent to, the proposed full subdivision;

~~FE.~~ The location, widths and purposes of any existing easements lying within, or adjacent to, the proposed full subdivision;

~~GF.~~ The approximate location of any critical areas as prescribed in EMC Title 14 and critical area tracts;

~~HG.~~ The location and size of existing sanitary sewer, storm sewer and water lines lying within, or adjacent to, the proposed full subdivision;

~~IH.~~ The location of existing sections and municipal corporation boundary lines and tribal boundaries (if applicable) lying within, or adjacent to, the proposed full subdivision;

~~J.~~ The location of any well used for domestic water supply existing within the proposed full subdivision, or within 100 feet of the boundaries of the proposed full subdivision;

~~KJ.~~ Existing contour lines at intervals of two feet elevation when average slopes exceed 10 percent;

~~LK.~~ The location of any existing structures lying within the proposed full subdivisions;

~~ML.~~ The boundaries and dimensions of all proposed lots, the area of each proposed lot, and the proposed identifying number or letter to be assigned to each lot and/or block;

~~NM.~~ The square footage of land contained in access easements, access panhandles or pipestem configurations shall not be included in the lot size computations;

ON. The boundaries, dimensions and area of public and common park and open space areas;

PØ. Identification of all areas proposed to be dedicated for public use, together with the purpose and any condition of dedication; and
QØ. The building envelope shall be indicated for each lot.

Section 2. EMC Subsection 16.04.130(E)(1), Amended. Subsection 16.04.130(E)(1) of the Edgewood Municipal Code is hereby amended to read as follows:

E. A final plat shall contain the following information:

1. The name of the plat, as established on the approved preliminary plat map;

...

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL ON THE 11th DAY OF AUGUST, 2020

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication:

Effective Date:



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Neighborhood Meetings	Agenda Item #: 2.G
	For Agenda of: 8/4/2020
	Prepared by: Darren Groth
Attachments (list): 1. Draft ORD_ Amending EMC 16.04.040 - Neighborhood Meetings	
Approval of Materials: Darren Groth Rachel Pitzel 7/30/2020 Dave Gray 7/30/2020 Daryl Eidinger 7/30/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 07/21/2020: SS 07/28/2020: RCM, PUBLIC HEARING 08/04/2020: SS 08/11/2020: RCM, FINAL ACTION

Summary Statement:

On June 8, 2020, the Planning Commission discussed staff's proposal to modify certain requirements for neighborhood meetings that are required prior to submitting an application for a Full Subdivision. On July 13, 2020, the Planning Commission held a public hearing on the proposed changes and voted 5-0 to recommend approval of all changes, as presented in the staff report exhibits (which are also provided as an attachment to this agenda bill item). City Council was briefed on this item during their July 21, 2020 Study Session and held a Public Hearing on July 28, 2020. Today's agenda item allows for discussion post hearing in advance of next week's final action.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Discussion - Neighborhood Meetings

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 20-xxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING EDGEWOOD MUNICIPAL CODE SECTION 16.04.040 RELATED TO NEIGHBORHOOD MEETINGS FOR FULL SUBDIVISIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City requires full subdivision applicants to hold a neighborhood meeting to allow the applicant to identify community concerns and receive public input on the preliminary plat application; and

WHEREAS, the City desires to add clarity to the meeting requirements; and

WHEREAS, the City's Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800(19); and

WHEREAS, the City sent a draft of this Ordinance to the Washington State Department of Commerce, as required by RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on July 13, 2020, and sent its recommendation to the City Council; and

WHEREAS, the Edgewood City Council considered this draft Ordinance on July 21, 2020, in a study session; and

WHEREAS, City Council held a public hearing on this Ordinance on July 28, 2020; and

WHEREAS, the Edgewood City Council considered this draft Ordinance on August 4, 2020, in a study session; and

WHEREAS, the Council considered this Ordinance during its regular City Council meeting of August 11, 2020;

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

Section 1. EMC Section 16.04.040, Amended. Section 16.04.040 of the Edgewood Municipal Code is hereby amended to read as follows:

16.04.040 Neighborhood meeting.

Following the pre-application conference and prior to submission of a full subdivision application, ~~the applicant shall conduct a neighborhood meeting~~ is required. The purpose of the neighborhood meeting is to allow the applicant to identify community concerns and receive public input on the preliminary plat application. The

applicant shall take action minutes of the meeting and shall submit the minutes with the preliminary plat application.

The meeting shall be open to the public and a representative of the City should attend. The meeting shall be conducted during the evening on a weekday that is not a holiday held on a weekday evening, but not during a City observed holiday. A city staff member is required to be present at the meeting and take written minutes. The applicant shall mail notices to property owners consistent with the requirement set forth in EMC 16.01.080 and provide to the city an affidavit confirming the mailing. In order to schedule a neighborhood meeting, the applicant shall perform the following three steps: 1) contact the City to receive a mailing list consistent with the requirement set forth in EMC 16.01.080; 2) verify the date is not an observed holiday; and 3) pay the applicable fees. Once the meeting is scheduled, the applicant shall mail notice of the meeting to all property owners identified on the provided mailing list. The meeting notice shall be mailed at least 15 calendar days prior to the neighborhood meeting date. The applicant shall submit a copy of the mailed notice and an affidavit confirming all mailings with the preliminary plat application.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL ON THE 11th DAY OF AUGUST, 2020

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

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DRAFT