



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, August 11, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. AUDIENCE COMMENT

3. MAYOR'S REPORT

4. CONSENT AGENDA: *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of July 28, 2020

B. Study Session Meeting Minutes of August 4, 2020

C. AB20-040 - a motion approving August 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 ACHs in the amount of \$170,798.56; and Vendor Check Numbers 24482 through 24502 with EFT and Direct Pay Payments in the amount of \$587,531.82. Total distributions submitted for review & authorization in the amount of \$758,330.38.

D. AB20-0513 - approving Resolution No. 20-0513, 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

E. AB20-0514 - approving Resolution No. 20-0514, awarding the contract for the On-Call Citywide Electrician Services to Transportation Systems, Inc. in an amount not to exceed \$300,000 over three years

F. AB20-0515 - approving Resolution No. 20-0515, accepting the First Amendment to the Professional Services Agreement between the City of Edgewood and Transpo Group

5. COUNCIL BUSINESS

A. AB20-041 - confirming the Mayoral appointment of Kenneth Farthing to Position No. 4 with term ending December 31, 2021 and Jason Ramirez to Position No. 5 with term ending December 31, 2022 as alternates to the Code Enforcement Board

B. AB20-0582 - adopting Ordinance No. 20-0582, 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

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

- C. AB20-0583** - adopting Ordinance No. 20-0583, amending Edgewood Municipal Code Sections 16.04.060 and 16.04.130 related to Plat Name Procedures for Subdivisions
- D. AB20-0584** - adopting Ordinance No. 20-0584, amending Edgewood Municipal Code Section 16.04.040 related to Neighborhood Meetings for Full Subdivisions

6. COUNCIL COMMENTS

7. ADJOURN



CITY OF EDGEWOOD

07/28/2020 REGULAR COUNCIL MEETING MEETING AGENDA SUMMARY

Tuesday, July 28, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Councilmember West, Deputy Mayor Creley, Councilmember Day, Councilmember Christopherson, Councilmember Wise, Councilmember Tomin, Councilmember Lowry

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community & Economic Development Director Darren Groth, Jeremy Metzler Public Works Director, Matthew Ray, IT Director, Police Chief Micah Lundborg.

2 PUBLIC HEARINGS

A. AB20-034 - Design Standards Applicability

Mayor Eidinger opened the Public Hearing at 7:02pm

There was no public comment

Mayor Eidinger closed the Public Hearing at 7:05pm

B. AB20-035 - Plat Naming Standards

Mayor Eidinger opened the Public Hearing at 7:06pm

There was no public comment.

Mayor Eidinger closed the Public Hearing at 7:11pm

C. AB20-036 - Neighborhood Meetings

Mayor Eidinger opened the Public Hearing at 7:11pm

Jessie Gable spoke.

Mayor Eidinger closed the Public Hearing at 7:16pm

3 AUDIENCE COMMENT

There was no audience comment.

4 MAYOR'S REPORT

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

5 CONSENT AGENDA

A. Regular City Council Meeting Minutes of July 14, 2020

B. Study Session Meeting Minutes of July 21, 2020

C. Review of Commission, Committee and Board Meeting Minutes

- D. AB20-037** - a motion approving July 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; Employment Security Department-2nd Qtr UI Tax; Employment Security Department-2nd Qtr PFML Tax; Dept. of Labor & Industry-2nd Qtr L&I Tax; and IRS 941 ACHs in the amount of \$131,796.16; and Vendor Check Numbers 24462 through 24481 with EFT and Direct Pay Payments in the amount of \$94,469.81. Total distributions submitted for review & authorization in the amount of \$226,265.97.
- E. AB20-038** - approving under the consent agenda the purchase order of two used 2018 Ford Escape vehicles in the amount of \$45,550.07
Motion: Action: Approve **Moved By:** Councilmember Tomin **Seconded By:** Councilmember Wise Motion passed unanimously (7-0)

6 COUNCIL BUSINESS

- A. AB20-039** - approving the 2nd QTR First Half 2020 Financial Report and posting to the website
Assistant City Administrator Gray briefly discussed this agenda item.
Motion: Action: Approve **Moved By:** Councilmember Lowry **Seconded By:** Councilmember Wise Motion passed unanimously (7-0)
- B. AB20-0581** - a motion to adopt Ordinance No. 20-0581, relating to speed limits on the city's streets and highways, reducing the speed limit from 35 mph to 25 mph on certain city streets, and directing the Traffic Engineer to post signs reflecting the new speed limits on the affected streets; amending Edgewood Municipal Code Section 10.10.020
Public Works Director Metzler presented this agenda item for review, discussion then ensued.
Citizen Gary Lent spoke.
Citizen Melissa Reynolds spoke.
Motion: Action: Approve **Moved By:** Councilmember West **Seconded By:** Deputy Mayor Creley **Motion passed** (5-2) Christopherson, Lowry

- C. AB20-0512** - a motion adopting Resolution No. 20-0512, requesting review of the policies, procedures and best practices in the service of the citizens of Edgewood, respecting the diversity of our citizenry

Mayor presented this agenda item for discussion. Council amended the Resolution with the following verbiage.

Section 5. We are committed to regular and ongoing discussions, forums, and/or town meetings on this issue, holding at least one per month, starting with a planning session and engaging with local and regional partners.

Section 6. We will provide an update to the community within three months, with the goal of adopting a formal diversity and inclusion plan identifying ongoing action items, within six months.

Mayor Eidinger then asked for a motion to approve the Resolution as amended.

Motion: Action: As Amended **Moved By:** Councilmember Day **Seconded By:** Councilmember Wise Motion passed (6-1) Christopherson

7 COUNCIL COMMENTS

Councilmember Wise spoke.

Councilmember Lowry spoke.

Councilmember Christopherson spoke.

Deputy Mayor Creley spoke.

Councilmember Tomin spoke.

8 ADJOURN

Mayor Eidinger adjourned the meeting at 8:43pm

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



CITY OF EDGEWOOD

08/04/2020 STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, August 4, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Eidinger, Deputy Mayor Creley, Councilmember Christopherson, Councilmember West, Councilmember Tomyn, Councilmember Wise, Councilmember Lowry

Excused: Councilmember Day

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, Code Compliance Specialist John Fairbanks, Police Chief Micah Lundborg.

2 COUNCIL BUSINESS

A. Code Enforcement Board Interviews

Code Compliance Specialist John Fairbanks briefed Council on this agenda item. He then introduced each applicant who took a moment to express their interest in serving on the board.

B. Discussion - Resolution – DD21 Withdrawal Resolution

Public Works Director Metzler discussed this agenda item briefly with Council who recommended it be placed on an upcoming Consent Agenda.

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

Public Works Director Metzler discussed this agenda item which was first introduced a few months prior and reviewed the results from the recent bid.

D. Discussion/Review - Ordinance - Design Standards Applicability

Community and Economic Development Director Groth discussed this agenda item and its corresponding Public Hearing that was held the week prior.

E. Discussion/Review - Ordinance - Plat Naming Standards

Community & Economic Development Director Groth discussed this item briefly with Council

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

Public Works Director Metzler discussed this agenda item briefly with Council asking to move it forward to an upcoming Consent Agenda.

G. Discussion - Neighborhood Meetings

Community and Economic Development Director Groth discussed this agenda item briefly with Council.

3 OTHER COUNCIL ITEMS

Councilmember Lowry spoke.

Councilmember Wise spoke.

Deputy Mayor Creley spoke.

4 ADJOURN

Mayor Eidingen adjourned the meeting at 7:25pm.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-040 - a motion approving August 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 ACHs in the amount of \$170,798.56; and Vendor Check Numbers 24482 through 24502 with EFT and Direct Pay Payments in the amount of \$587,531.82. Total distributions submitted for review & authorization in the amount of \$758,330.38.	Agenda Item #: AB20-040
	For Agenda of: 8/11/2020
	Prepared by: Stephanie Goff
Attachments (list): 1. 081120 Voucher Directory 2. 081120 Claims Register	
Approval of Materials: Stephanie Goff Rachel Pitzel 8/6/2020 Dave Gray 8/6/2020 Daryl Eidinger 8/6/2020	Expenditure Required: \$758,330.38
	Amount Budgeted: N/A
	Timeline: N/A

Summary Statement:

Approving August 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 ACHs in the amount of \$170,798.56; and Vendor Check Numbers 24482 through 24502 with EFT and Direct Pay Payments in the amount of \$587,531.82. Total distributions submitted for review & authorization in the amount of \$758,330.38.

Item History:

N/A

Recommended Action:

AB20-040 - a motion approving August 2020 BudgetedMOTION to adopt as presented under the Consent Agenda.

Fiscal Note/Consideration:

N/A



Voucher Directory

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

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo	24482			2020 - August - 1st Council Meeting	
		504-A&R			
			August Services		
			001-018-000-518-30-41-01	Professional Services	\$835.00
				Monthly Janitorial Svs. for August	
		Total 504-A&R			\$835.00
	Total 24482				\$835.00
Total A & R Services dba Angela Rojo					\$835.00
Amazon Capital Services					
	Direct Pay Payment 8/5/2020 4:35:31 PM - 1			2020 - August - 1st Council Meeting	
	134T-WNPM-41N7				
			July Purchases		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$94.06
				12 Pack Purell Hand Sanitizer	
		Total 134T-WNPM-41N7			\$94.06
	14P7-76KG-M11D				
			July Purchases		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$29.23
				V-Guard Frames for Face Shields	
		Total 14P7-76KG-M11D			\$29.23
	163W-RPP4-V9TQ				
			July Purchases		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$50.54
				(12) Bandana Face Masks	
		Total 163W-RPP4-V9TQ			\$50.54
	1JL4-GLP4-1HNW				
			July Purchases		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$54.94
				(12) Bandana Face Masks	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$219.76
				(48) Bandana Face Masks- PD	
		Total 1JL4-GLP4-1HNW			\$274.70
	1YFW-DPFF-9MDP				
			July Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$53.42

Vendor	Number	Reference	Account Number	Description	Amount
				CR2 Batteries, Extension Cable, Retractable Pencil Holder	
		Total 1YFW-DPFF-9MDP			\$53.42
		Total Direct Pay Payment 8/5/2020 4:35:31 PM - 1			\$501.95
Total Amazon Capital Services					\$501.95
Berger Partnership					
	24483			2020 - August - 1st Council Meeting	
		32584			
			June Services- Prj. 20195029.00		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$3,990.00
				36th & Meridian Phase One	
		Total 32584			\$3,990.00
	Total 24483				\$3,990.00
Total Berger Partnership					\$3,990.00
CDW Government					
		Direct Pay Payment 8/5/2020 4:35:31 PM - 2		2020 - August - 1st Council Meeting	
		ZMK5314			
			July Purchases		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$930.15
				(2) Xerox Printers	
		Total ZMK5314			\$930.15
		Total Direct Pay Payment 8/5/2020 4:35:31 PM - 2			\$930.15
Total CDW Government					\$930.15
Century Link					
		EFT Payment 8/5/2020 4:36:43 PM - 1		2020 - August - 1st Council Meeting	
		253-927-2018 680B 7/25-8/25/20			
			7/25-8/25/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$131.83
				Elevator and Fire Alarm Line	
		Total 253-927-2018 680B 7/25-8/25/20			\$131.83
		253-952-3537 889B 7/22-8/22/20			
			7/22-8/22/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$133.22
				Fax Line	
		Total 253-952-3537 889B 7/22-8/22/20			\$133.22
		Total EFT Payment 8/5/2020 4:36:43 PM - 1			\$265.05
Total Century Link					\$265.05

Vendor	Number	Reference	Account Number	Description	Amount
City of Sumner					
	24484			2020 - August - 1st Council Meeting	
		391-COS			
			August Services		
			001-019-000-554-30-41-01	Animal Control Services	\$4,033.96
				Animal Control Svs. for August	
		Total 391-COS			\$4,033.96
	Total 24484				\$4,033.96
Total City of Sumner					\$4,033.96
Code Publishing Inc.					
	24485			2020 - August - 1st Council Meeting	
		67307			
			July Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$2,939.68
				EMC Updates	
		Total 67307			\$2,939.68
	Total 24485				\$2,939.68
Total Code Publishing Inc.					\$2,939.68
Comcast					
	EFT Payment 8/5/2020 4:36:43 PM - 2			2020 - August - 1st Council Meeting	
		8498 35 021 0458551 7/25-8/24/20			
			7/25-8/24/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$405.18
				City Hall Internet	
		Total 8498 35 021 0458551 7/25-8/24/20			\$405.18
		8498 35 021 0602869 7/29-8/28/20			
			7/29-8/28/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$90.23
				City Hall Public Internet	
		Total 8498 35 021 0602869 7/29-8/28/20			\$90.23
	Total EFT Payment 8/5/2020 4:36:43 PM - 2				\$495.41
Total Comcast					\$495.41
Comcast Business					
	EFT Payment 8/5/2020 4:36:43 PM - 3			2020 - August - 1st Council Meeting	
		104673594			
			7/15-8/14/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,070.57
				City Hall Phones	
		Total 104673594			\$1,070.57
	Total EFT Payment 8/5/2020 4:36:43 PM - 3				\$1,070.57
Total Comcast Business					\$1,070.57

Vendor	Number	Reference	Account Number	Description	Amount
Convergint Technologies LLC	24486			2020 - August - 1st Council Meeting	
		W940897			
			July Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$494.55
				Entry Repair	
		Total W940897			\$494.55
	Total 24486				\$494.55
Total Convergint Technologies LLC					\$494.55
Daily Journal of Commerce	24487			2020 - August - 1st Council Meeting	
		3360113			
			July Services		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$230.40
				Newspaper- Edgewood Comm Park	
		Total 3360113			\$230.40
	Total 24487				\$230.40
Total Daily Journal of Commerce					\$230.40
Daryl Eidinger	24488			2020 - August - 1st Council Meeting	
		080420-DE			
			Mileage Reimbursement		
			001-013-000-513-10-43-03	Mileage Reimbursement	\$228.85
				Mileage-Salem OR-pick up 2 Ford Escapes	
		Total 080420-DE			\$228.85
	Total 24488				\$228.85
Total Daryl Eidinger					\$228.85
DLT Solutions LLC	24489			2020 - August - 1st Council Meeting	
		SI486083			
			July Purchases		
			001-018-000-518-85-49-03	Computer Subscriptions	\$1,410.78
				Rapid Recovery- server backup annual maint. fee	
		Total SI486083			\$1,410.78
	Total 24489				\$1,410.78
Total DLT Solutions LLC					\$1,410.78
ESRI	24490			2020 - August - 1st Council Meeting	
		93866078			
			Order# 3783922		
			001-018-000-518-85-49-03	Computer Subscriptions	\$875.89

Vendor	Number	Reference	Account Number	Description	Amount
				ArcGIS-S.Read	
		Total 93866078			\$875.89
	Total 24490				\$875.89
Total ESRI					\$875.89
Grainger					
	24491			2020 - August - 1st Council Meeting	
		9588056086			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$515.16
				Safety and Misc. Supplies	
			101-000-000-542-90-31-01	Admin/Overhead-Office Supplies	\$1,030.33
				Safety and Misc. Supplies	
			410-000-000-531-38-31-01	Operational Supplies	\$1,030.33
				Safety and Misc. Supplies	
		Total 9588056086			\$2,575.82
		9592964663			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$16.27
				Corrugated Bins	
			101-000-000-542-90-31-01	Admin/Overhead-Office Supplies	\$32.53
				Corrugated Bins	
			410-000-000-531-38-31-01	Operational Supplies	\$32.53
				Corrugated Bins	
		Total 9592964663			\$81.33
		9592964671			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$28.88
				Wasp Killer, Hand Towels, Hand Soap	
			101-000-000-542-90-31-01	Admin/Overhead-Office Supplies	\$57.76
				Wasp Killer, Hand Towels, Hand Soap	
			410-000-000-531-38-31-01	Operational Supplies	\$57.76
				Wasp Killer, Hand Towels, Hand Soap	
		Total 9592964671			\$144.40
	Total 24491				\$2,801.55
Total Grainger					\$2,801.55

Vendor	Number	Reference	Account Number	Description	Amount
Gray & Osborne, Inc	24492			2020 - August - 1st Council Meeting	
		1-G&O Prj. 18626.11			
			SR161 & Emerald St Intersection Survey		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$7,954.29
				SR161 & Emerald St Intersection Survey	
		Total 1-G&O Prj. 18626.11			\$7,954.29
		13-G&O Prj. 18626.03			
			24th & Meridian Sidewalks		
			350-000-000-595-61-63-01	Pedestrian Projects	\$1,626.05
				24th & Meridian Sidewalks	
		Total 13-G&O Prj. 18626.03			\$1,626.05
		23-G&O Prj. 18626.01			
			56th St E SW Improvements		
			410-000-000-531-38-41-01	Professional Service	\$4,826.47
				56th St E SW Improvements	
		Total 23-G&O Prj. 18626.01			\$4,826.47
		9-G&O Prj. 18626.07			
			36th & Meridian Park Phase 1		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$3,423.48
				36th & Meridian Park Phase 1	
		Total 9-G&O Prj. 18626.07			\$3,423.48
		9-G&O Prj. 19614.00			
			General Sewer Plan Update		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	\$13,257.59
				General Sewer Plan Update	
		Total 9-G&O Prj. 19614.00			\$13,257.59
	Total 24492				\$31,087.88
Total Gray & Osborne, Inc					\$31,087.88
Hertz Car Sales-West One Automotive Inc.				2020 - August - 1st Council Meeting	
	Direct Pay Payment 7/27/2020 12:26:00 PM - 1				
		072320-WestOne			
			2 Ford Escape Purchases		
			501-000-000-594-18-65-03	City Equipment	\$22,997.56
				2018 Ford Escape VIN 1FMCU9HDXJUC89651	
			501-000-000-594-18-65-03	City Equipment	\$23,147.94
				2018 Ford Escape VIN 1FMCU9HD7JUC86979	
		Total 072320-WestOne			\$46,145.50
	Total Direct Pay Payment 7/27/2020 12:26:00 PM - 1				\$46,145.50
Total Hertz Car Sales-West One Automotive Inc.					\$46,145.50

Vendor	Number	Reference	Account Number	Description	Amount
Jennings Equipment, Inc.	24493			2020 - August - 1st Council Meeting	
		10153P			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$92.29
				Weed Eater Heads	
		Total 10153P			\$92.29
		10653P			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$172.78
				Filters for Mower	
		Total 10653P			\$172.78
		10946P			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$150.22
				Blades for Mowers	
		Total 10946P			\$150.22
	Total 24493				\$415.29
Total Jennings Equipment, Inc.					\$415.29
Julie Dyer					
	Direct Pay Payment 8/5/2020 4:35:31 PM - 3			2020 - August - 1st Council Meeting	
	1018-JD				
			7/15-7/31/20 Services		
			001-018-000-518-80-41-01	Contracted IT Services	\$2,030.00
				IT Consulting Services- 7/15-7/31/20	
		Total 1018-JD			\$2,030.00
	Total Direct Pay Payment 8/5/2020 4:35:31 PM - 3				\$2,030.00
Total Julie Dyer					\$2,030.00
Lakehaven Water & Sewer District					
	24494			2020 - August - 1st Council Meeting	
		35575901 4/23-6/23/20			
			4/23-6/23/20 Services		
			001-018-000-518-30-47-04	Sewer Charges	\$28.36
				22 114th Ave E	
		Total 35575901 4/23-6/23/20			\$28.36
	Total 24494				\$28.36
Total Lakehaven Water & Sewer District					\$28.36
Madrona Law Group, PLLC					
	24495			2020 - August - 1st Council Meeting	
		10325			
			July Services		
			001-019-000-515-41-41-01	Legal Services-External	\$12,535.00

Vendor	Number	Reference	Account Number	Description	Amount
				July Services	
		Total 10325			\$12,535.00
		10326			
			July Services		
			001-019-000-515-41-41-01	Legal Services-External	\$368.00
				July Services	
		Total 10326			\$368.00
		10327			
			July Services		
			001-019-000-515-41-41-01	Legal Services-External	\$1,196.00
				July Services	
		Total 10327			\$1,196.00
	Total 24495				\$14,099.00
Total Madrona Law Group, PLLC					\$14,099.00
McKinstry Co, LLC					
	24496			2020 - August - 1st Council Meeting	
		Invoice - 8/5/2020 10:41:13 AM			
			July Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,226.88
				July Maintenance	
		Total Invoice - 8/5/2020 10:41:13 AM			\$1,226.88
	Total 24496				\$1,226.88
Total McKinstry Co, LLC					\$1,226.88
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 8/5/2020 4:36:43 PM - 4			2020 - August - 1st Council Meeting	
		I36140/3			
			June Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$84.78
				Broom Head/Handle, Pitchfork	
		Total I36140/3			\$84.78
		I51877/3			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$188.04
				Misc. Pipe, Trimmer, Part Cleaner, Staples, Wood Stakes	
		Total I51877/3			\$188.04
		I57443/3			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$61.15
				Gloves	
		Total I57443/3			\$61.15
	Total EFT Payment 8/5/2020 4:36:43 PM - 4				\$333.97
Total McLendon Hardware-Blue Tarp Credit Services					\$333.97

Vendor	Number	Reference	Account Number	Description	Amount
Monarch Landscape Holdings					
		Direct Pay Payment 8/5/2020 4:35:31 PM - 4	2020 - August - 1st Council Meeting		
		CD50093699			
			August Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$1,129.77
				August Services	
		Total CD50093699			\$1,129.77
		Total Direct Pay Payment 8/5/2020 4:35:31 PM - 4			\$1,129.77
Total Monarch Landscape Holdings					\$1,129.77
Office Depot					
	24497		2020 - August - 1st Council Meeting		
		107242189001			
			July Purchases		
			001-018-000-594-18-64-01	Cap Exp-Office Furniture	\$978.07
				File Cabinets for Front Desk	
		Total 107242189001			\$978.07
		109141117001			
			July Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$79.77
				Papertowels	
		Total 109141117001			\$79.77
		109144756001			
			July Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$193.41
				Toilet Paper	
		Total 109144756001			\$193.41
	Total 24497				\$1,251.25
Total Office Depot					\$1,251.25
Olympic Embroidery					
	24498		2020 - August - 1st Council Meeting		
		23476			
			July Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$217.66
				COE Jackets- B.Whitman, E.Arteche	
		Total 23476			\$217.66
	Total 24498				\$217.66
Total Olympic Embroidery					\$217.66
Pierce County Budget & Finance Sheriff					
	24499		2020 - August - 1st Council Meeting		
		CI-290460			
			July Services		
			001-021-000-521-20-41-01	Police Services	\$218,653.33

Vendor	Number	Reference	Account Number	Description	Amount
				July Services	
		Total CI-290460			\$218,653.33
		CI-291311			
			August Services		
			001-021-000-521-20-41-01	Police Services	\$234,053.33
			August Services		
		Total CI-291311			\$234,053.33
	Total 24499				\$452,706.66
Total Pierce County Budget & Finance Sheriff					\$452,706.66
Puget Sound Energy					
	EFT Payment 8/5/2020 4:36:43 PM - 5		2020 - August - 1st Council Meeting		
		220021730704 July 2020			
			July Statement		
			001-018-000-518-30-47-01	Electricity	\$13.14
			July Statement		
		Total 220021730704 July 2020			\$13.14
		220023295029 July 2020			
			July Statement		
			001-018-000-518-30-47-01	Electricity	\$22.68
			July Statement		
		Total 220023295029 July 2020			\$22.68
	Total EFT Payment 8/5/2020 4:36:43 PM - 5				\$35.82
Total Puget Sound Energy					\$35.82
Refunds/Reimbursements Vendor					
	24500		2020 - August - 1st Council Meeting		
		080420-PSD	Puyallup School District #3		
			Refund ROW 18-040		
			001-058-000-558-50-41-01	Professional Service	\$13,090.00
			Refund ROW 18-040 Less Inspection Tlme		
		Total 080420-PSD			\$13,090.00
	Total 24500				\$13,090.00
Total Refunds/Reimbursements Vendor					\$13,090.00
Smarsh, Inc.					
	EFT Payment 8/5/2020 4:36:43 PM - 6		2020 - August - 1st Council Meeting		
		INV00599645			
			6/1-9/30/20 Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$0.13
			Archiving		
		Total INV00599645			\$0.13
	Total EFT Payment 8/5/2020 4:36:43 PM - 6				\$0.13
Total Smarsh, Inc.					\$0.13

Vendor	Number	Reference	Account Number	Description	Amount
Utilities Underground Location Center					
	24501			2020 - August - 1st Council Meeting	
		0070137			
			July Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$254.13
				Utility Locating Svcs. for July	
		Total 0070137			\$254.13
	Total 24501				\$254.13
Total Utilities Underground Location Center					\$254.13
Verizon Wireless					
	EFT Payment 8/5/2020 4:36:43 PM - 7			2020 - August - 1st Council Meeting	
	9859389827				
			July Statement		
			001-018-000-518-20-35-01	Small Tools/Minor Equipment	\$82.40
				Cell Phone & Case- B.Whitman	
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,488.97
				July Statement	
		Total 9859389827			\$1,571.37
	Total EFT Payment 8/5/2020 4:36:43 PM - 7				\$1,571.37
Total Verizon Wireless					\$1,571.37
Washington Tractor					
	24502			2020 - August - 1st Council Meeting	
		2148048			
			July Purchases		
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$804.36
				Leaf Blower, Hedge Trimmer Attachment	
		Total 2148048			\$804.36
	Total 24502				\$804.36
Total Washington Tractor					\$804.36
Grand Total		Vendor Count	33		\$587,531.82

City of Edgewood 2020

August 11th 2020 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
AWC EFT 7/31/2020	AWC Employee Benefit Trust	7/31/2020	\$44,544.59
DCP EFT 7/31/2020	Deferred Compensation Program	7/31/2020	\$14,072.67
Direct Deposit Run - 7/30/2020	Payroll Vendor	7/31/2020	\$79,613.41
DRS EFT 7/31/2020	Dept of Retirement Systems	7/31/2020	\$19,645.18
DSHS-DCS EFT 7/31/2020	WA State Support Registry	7/31/2020	\$275.00
IRS EFT 7/31/2020	IRS 941	7/31/2020	\$12,647.71
Total			\$170,798.56

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
24481 Last Number Issued Previous Authorization			
24482	A & R Services dba Angela Rojo	8/11/2020	\$835.00
24483	Berger Partnership	8/11/2020	\$3,990.00
24484	City of Sumner	8/11/2020	\$4,033.96
24485	Code Publishing Inc.	8/11/2020	\$2,939.68
24486	Convergint Technologies LLC	8/11/2020	\$494.55
24487	Daily Journal of Commerce	8/11/2020	\$230.40
24488	Daryl Eiding	8/11/2020	\$228.85
24489	DLT Solutions LLC	8/11/2020	\$1,410.78
24490	ESRI	8/11/2020	\$875.89
24491	Grainger	8/11/2020	\$2,801.55
24492	Gray & Osborne, Inc	8/11/2020	\$31,087.88
24493	Jennings Equipment, Inc.	8/11/2020	\$415.29
24494	Lakehaven Water & Sewer District	8/11/2020	\$28.36
24495	Madrona Law Group, PLLC	8/11/2020	\$14,099.00
24496	McKinstry Co, LLC	8/11/2020	\$1,226.88
24497	Office Depot	8/11/2020	\$1,251.25
24498	Olympic Embroidery	8/11/2020	\$217.66
24499	Pierce County Budget & Finance Sheriff	8/11/2020	\$452,706.66
24500	, Puyallup School District #3	8/11/2020	\$13,090.00
24501	Utilities Underground Location Center	8/11/2020	\$254.13
24502	Washington Tractor	8/11/2020	\$804.36
Direct Pay Payment 7/27/2020	Hertz Car Sales-West One Automotive Inc.	8/11/2020	\$46,145.50
Direct Pay Payment 8/5/2020	Amazon Capital Services	8/11/2020	\$501.95
Direct Pay Payment 8/5/2020	CDW Government	8/11/2020	\$930.15
Direct Pay Payment 8/5/2020	Julie Dyer	8/11/2020	\$2,030.00
Direct Pay Payment 8/5/2020	Monarch Landscape Holdings	8/11/2020	\$1,129.77
EFT Payment 8/5/2020	Century Link	8/11/2020	\$265.05
EFT Payment 8/5/2020	Comcast	8/11/2020	\$495.41
EFT Payment 8/5/2020	Comcast Business	8/11/2020	\$1,070.57
EFT Payment 8/5/2020	McLendon Hardware-Blue Tarp Credit Services	8/11/2020	\$333.97
EFT Payment 8/5/2020	Puget Sound Energy	8/11/2020	\$35.82
EFT Payment 8/5/2020	Smarsh, Inc.	8/11/2020	\$0.13
EFT Payment 8/5/2020	Verizon Wireless	8/11/2020	\$1,571.37
Total Claims Voucher Distribution			\$587,531.82
Total Distribution Submitted for Review & Authorization			\$758,330.38

Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments **\$758,330.38**

Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as

Accounting Manager, Stephanie Goff

Mayor, Daryl Eiding

Council Member



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0513 - approving Resolution No. 20-0513, 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	Agenda Item #: 4.D
	For Agenda of: 8/11/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - RES - Council Acceptance of DD21 Facilities 2. 2a - FINAL ILA Withdrawal of DD21 (2020-08-06) Signed 3. ExA - DD21 Map	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/6/2020 Dave Gray 8/6/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 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.

The attached Interlocal Agreement (ILA) is as presented at the August 4, 2020 Study Session, having since been authorized and executed by the DD21 commissioners. Staff recommends approval of the attached resolution, authorizing execution of said ILA.

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

SS 08/04/2020

Recommended Action:

MOTION to adopt **AB20-0513** - approving Resolution No. 20-0513, 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

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. 20-0513

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 Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

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 Personal Property Rights. The District shall further transfer to the City any contracts, maintenance obligations, and/or 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. No later than October 31, 2020, the District shall adopt a resolution requesting withdrawal of the City from the District, 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 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.

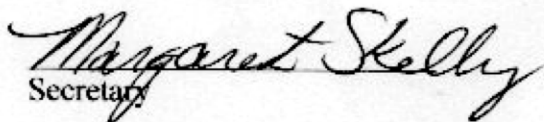
17. Entire Agreement. This Agreement is a complete expression of the understanding between the parties and any oral or written representations or understandings not incorporated expressly into this Agreement are expressly excluded. The parties recognize that time is of the essence in the performance 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

8/5/2020
Date

ATTEST:


Margaret Skelly
Secretary

CITY OF EDGEWOOD

Daryl Eidingen
Mayor

Date

Rachel Pitzel, CMC
City Clerk

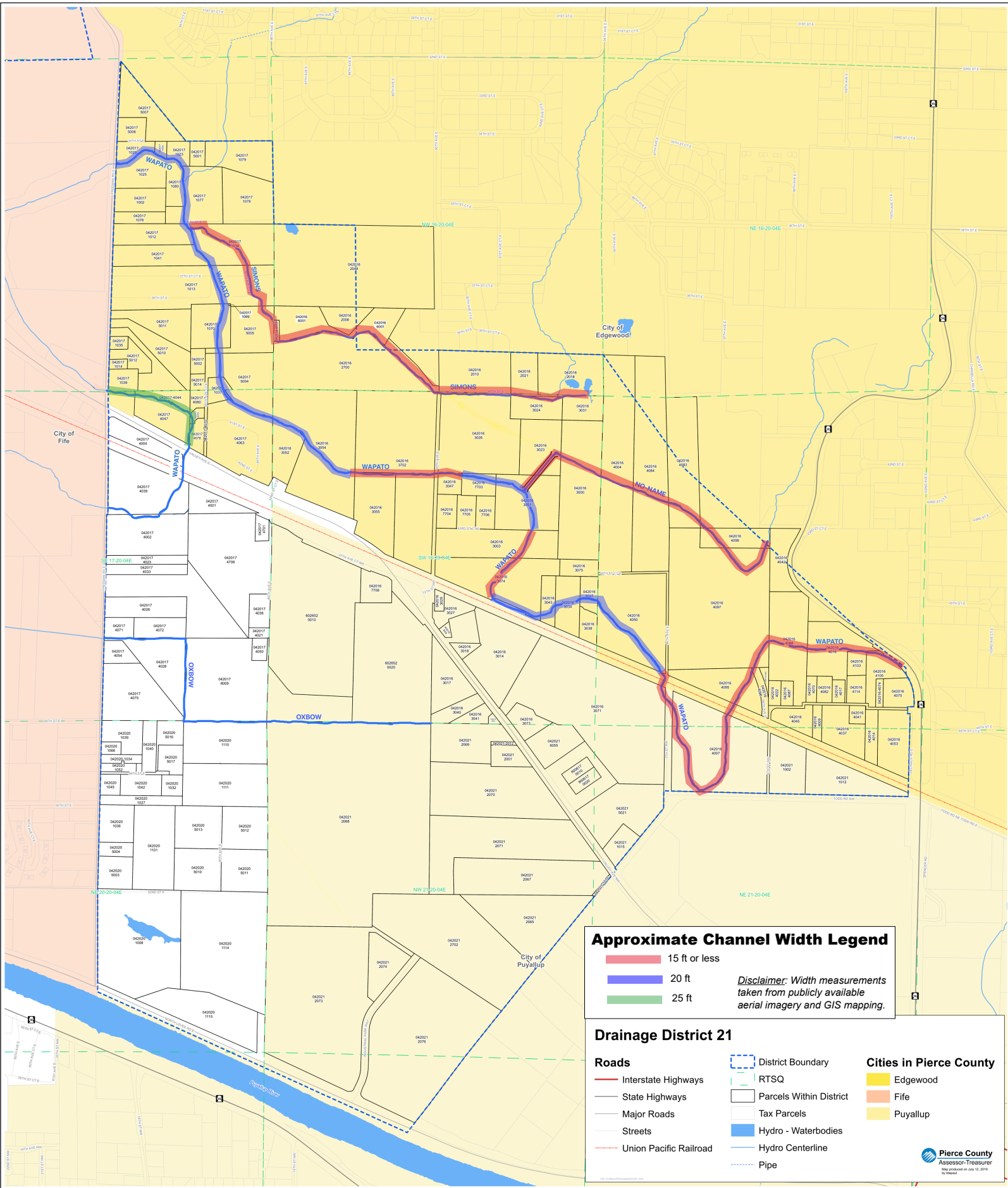
APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'Ann Marie J. Soto', positioned above a horizontal line.

Ann Marie J. Soto
City Attorney

Exhibit A

Drainage District No. 21 Facilities and Properties





City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0514 - approving Resolution No. 20-0514, awarding the contract for the On-Call Citywide Electrician Services to Transportation Systems, Inc. in an amount not to exceed \$300,000 over three years	Agenda Item #: 4.E
	For Agenda of: 8/11/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - Resolution 20-0514 - On-Call Electrical 2. 2a - SIGNED Contract (b) 3. 2b - TSI Performance Bond	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/6/2020 Dave Gray 8/6/2020 Daryl Eiding 8/6/2020	Expenditure Required: TBD Amount Budgeted: TBD Timeline: RCM 08/11/2020

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, as discussed at the August 4, 2020 Study Session. Attached herewith is a resolution authorizing the contract included as Exhibit A therein.

Item History:

SS 06/16/2020
 SS 08/04/2020

Recommended Action:

MOTION to adopt **AB20-0514** - approving Resolution No. 20-0514, awarding the contract for the On-Call Citywide Electrician Services to Transportation Systems, Inc. in an amount not to exceed \$300,000 over

three years

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.

RESOLUTION NO. 20-0514

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 Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Agreement and Bond Forms

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.

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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

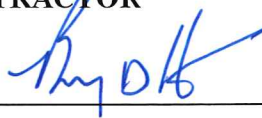
By: _____

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

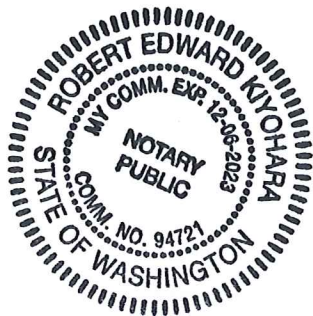
President
Title

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
PERFORMANCE BOND**

Surety Bond #: 30077835
DATE POSTED: _____
PROJECT COMPLETION DATE: August 11, 2023

RE: On Call Electrical Services Contract
Contractor: Transportation Systems, Inc.
Project Address: City of Edgewood - Citywide

KNOW ALL PERSONS BY THESE PRESENTS: That we, Transportation Systems, Inc.
_____ (hereinafter called the "Principal"), and Western Surety Company
a corporation organized under the laws of the State of South Dakota, and authorized to
transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly
bound unto the City of Edgewood, Washington, in the sum of Three Hundred Thousand and No/100
(\$ 300,000.00), lawful money of the United States of America, for the payment of which sum
we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City for*,
within the City; * On Call Electrical Services Contract

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

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

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

A. Conditions.

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

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.

2. The Principal must complete the Work as required by the City in accordance with the contract executed on 8/11/2020 and according to any applicable Work or Task Orders ordering the Work. In addition, the Principal must perform the work according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all work as set forth in the Work or Task Order or other instruction provided by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

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

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

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

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

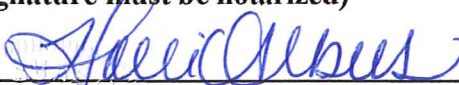
to legal action, to take such action under this bond as described in Section B above.

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

DATED this 29th day of July, 2020.

SURETY COMPANY

(Signature must be notarized)

By: 
Its: Attorney-in-Fact

Print Name: Holli Albers

Business Name: Western Surety Company

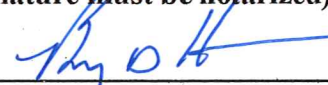
Business Address: 999 Third Avenue, Suite 2500

City/State/Zip Code: Seattle, WA 98104

Telephone Number: (800) 262-2110

CONTRACTOR

(Signature must be notarized)

By: 
Its: president

Print Name: Bryson Huie

Business Name: Transportation Systems, Inc.

Business Address: 6917 166th Ave E

City/State/Zip Code: Sumner, WA 98390

Telephone Number: (206) 510-6533

CITY OF EDGEWOOD

By: _____

Date: _____

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

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: 7/31/20

Angela Hiatt
Notary Signature
Angela Hiatt
(print or type name)



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

(For Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: July 29, 2020

Karen C. Swanson
Notary Signature
Karen C. Swanson, Notary Public
(print or type name)



NOTARY PUBLIC in and for the State of Washington, residing at: Tacoma, Washington.
My Commission expires: 11-20-2021



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0515 - approving Resolution No. 20-0515, accepting the First Amendment to the Professional Services Agreement between the City of Edgewood and Transpo Group	Agenda Item #: 4.F
	For Agenda of: 8/11/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. RES - Transpo First Amendment to PSA 2. FIRST AMENDMENT Transpo On-Call	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/6/2020 Dave Gray 8/6/2020 Daryl Eidinger 8/6/2020	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: RCM 08/11/2020

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 recommends adopting the attached resolution, authorizing a contract amendment that will allow continued work 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:

Recommended Action:

MOTION to adopt **AB20-0515** - approving Resolution No. 20-0515, accepting the First Amendment to the Professional Services Agreement between the City of Edgewood and Transpo Group

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.

RESOLUTION NO. 20-0515

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO A FIRST
AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH TRANSPOR GROUP, FOR ON-CALL
TRAFFIC ENGINEERING SERVICES**

WHEREAS, by passing Resolution 18-0423 on July 24, 2018, the City Council authorized execution of a Professional Services Agreement (“Agreement”) with Transpo Group (“Transpo”) to provide on-call traffic engineering services; and

WHEREAS, since the Agreement was executed, the City has requested task orders at a greater frequency and value than originally anticipated; and

WHEREAS, the additional work requires an amendment to the Agreement’s scope of work and compensation, which both parties desire;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The Mayor is hereby authorized to enter into the First Amendment to Professional Services Agreement, attached hereto, between the City of Edgewood and Transpo Group.

**PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 11TH DAY OF
AUGUST, 2020.**

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

**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

By: _____

Its: Mayor, Daryl Eidingen

Date: _____

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:



City Attorney, Ann Marie Soto

CONSULTANT

By: **Jon Pascal** Digitally signed by Jon Pascal
DN: cn=Jon Pascal, o=Transpo Group, ou=Principal, cn=Jon Pascal
Date: 2020.08.05 10:21:43-0700

Printed Name: Jon C. Pascal

Its: Principal

Date: August 5, 2020



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-041 - confirming the Mayoral appointment of Kenneth Farthing to Position No. 4 with term ending December 31, 2021 and Jason Ramirez to Position No. 5 with term ending December 31, 2022 as alternates to the Code Enforcement Board	Agenda Item #: 5.A
	For Agenda of: 8/11/2020
	Prepared by: John Fairbanks
Attachments (list):	
Approval of Materials: John Fairbanks Rachel Pitzel 8/6/2020 Dave Gray 8/6/2020 Daryl Eidingen 8/6/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 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:

08/04/2020: SS

Recommended Action:

MOTION confirming Mayoral Appointment of Kenneth Farthing to Position No. 4 with term ending December 31, 2021 and Jason Ramirez to Position No. 5 with term ending December 31, 2022 as alternates to the Code Enforcement Board

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0582 - adopting Ordinance No. 20-0582, 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	Agenda Item #: 5.B
	For Agenda of: 8/11/2020
	Prepared by: Darren Groth
Attachments (list): 1. ORD_ Amending EMC - Design Standards Applicability (Site Plans)	
Approval of Materials: Darren Groth Rachel Pitzel 8/6/2020 Dave Gray 8/6/2020	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 final action on Ordinance 20-0582, pertaining 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.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB20-0582** - adopting Ordinance No. 20-0582, 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

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 20-0582

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 regulations Any 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

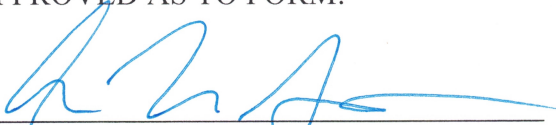
Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC

City Clerk

APPROVED AS TO FORM:



Ann Marie Soto, City Attorney

Date of Publication: August 13, 2020

Effective Date: August 18, 2020



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0583 - adopting Ordinance No. 20-0583, amending Edgewood Municipal Code Sections 16.04.060 and 16.04.130 related to Plat Name Procedures for Subdivisions	Agenda Item #: 5.C
	For Agenda of: 8/11/2020
	Prepared by: Darren Groth
Attachments (list): 1. ORD_ Amending EMC 16 - Plat Naming	
Approval of Materials: Darren Groth Rachel Pitzel 8/6/2020 Dave Gray 8/6/2020	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 final action on Ordinance No. 20-0583, amending Edgewood Municipal Code Sections 16.04.060 and 16.04.130 related to Plat Name Procedures for Subdivisions.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB20-0583** - adopting Ordinance No. 20-0583, amending Edgewood Municipal Code Sections 16.04.060 and 16.04.130 related to Plat Name Procedures for Subdivisions

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 20-0583

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.

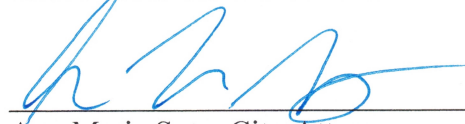
PASSED BY THE CITY COUNCIL ON THE 11th DAY OF AUGUST, 2020

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



Ann Marie Soto, City Attorney

Date of Publication: August 13, 2020

Effective Date: August 18, 2020



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0584 - adopting Ordinance No. 20-0584, amending Edgewood Municipal Code Section 16.04.040 related to Neighborhood Meetings for Full Subdivisions	Agenda Item #: 5.D
	For Agenda of: 8/11/2020
	Prepared by: Darren Groth
Attachments (list): 1. ORD_ Amending EMC 16.04.040 - Neighborhood Meetings	
Approval of Materials: Darren Groth Rachel Pitzel 8/6/2020 Dave Gray 8/6/2020	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 final action on Ordinance No. 20-0584, amending Edgewood Municipal Code Section 16.04.040 related to Neighborhood Meetings for Full Subdivisions.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB20-0584** - adopting Ordinance No. 20-0584, amending Edgewood Municipal Code Section 16.04.040 related to Neighborhood Meetings for Full Subdivisions

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 20-0584

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 Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



Ann Marie Soto, City Attorney

Date of Publication: August 13, 2020

Effective Date: August 18, 2020