



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, August 25, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. PRESENTATION

A. Award Presentation - Chief Heishman

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

5. 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 August 11, 2020

B. Study Session Meeting Minutes of August 18, 2020

C. Review of Commission, Committee and Board Meeting Minutes

D. **AB20-042** - A motion approving August 2020 Budget Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; and IRS 941 ACHs in the amount of \$121,470.98; and Vendor Check Numbers 24503 through 24521 with EFT and Direct Pay Payments in the amount of \$71,693.77. Total distributions submitted for review & authorization in the amount of \$193,164.75.

E. **AB20-0516** - a motion approving Resolution No. 20-0516, North Edgewood Apartments Sewer Easement

6. COUNCIL BUSINESS

A. **AB20-0517** - a motion approving Resolution No. 20-0517, Chrisella Property Purchase Agreement

B. **AB20-0518** - a motion approving Resolution No. 20-0518, nominating Mayor Daryl Eidinger of the City of Edgewood to serve as a member of the Board of Commissioners for Pierce Transit representing the cities of Puyallup and Edgewood

7. COUNCIL COMMENTS

8. ADJOURN

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



CITY OF EDGEWOOD

08/11/2020 REGULAR COUNCIL MEETING MEETING AGENDA SUMMARY

Tuesday, August 11, 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, 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 AUDIENCE COMMENT

Jason Ramirez spoke.

3 MAYOR'S REPORT

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

4 CONSENT AGENDA

- 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
- Motion:** Action: Approve **Moved By:** Councilmember Wise **Seconded By:** Councilmember Christopherson Motion passed (7-0)

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
- Code Compliance Specialist John Fairbanks discussed the details of the positions briefly with Council.
- Motion:** Action: Approve **Moved By:** Councilmember Tomyn **Seconded By:** Councilmember West Motion passed (7-0).
- 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
- Community and Economic Development Director Groth briefed Council on this agenda item and opened it up for questions.
- Motion:** Action: Approve **Moved By:** Councilmember Wise **Seconded By:** Councilmember Tomyn Motion passed (7-0).
- 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
- Community and Economic Development Director brought this item back for final action, discussing it briefly.
- Motion:** Action: Approve **Moved By:** Councilmember Lowry **Seconded By:** Councilmember Wise Motion passed (7-0).
- D. **AB20-0584** - adopting Ordinance No. 20-0584, amending Edgewood Municipal Code Section 16.04.040 related to Neighborhood Meetings for Full Subdivisions
- Community and Economic Development Director Groth discussed this agenda item and the changes in language for transparency purposes.
- Motion:** Action: Approve **Moved By:** Councilmember Day **Seconded By:** Councilmember Tomyn Motion passed (6-1) Councilmember Wise abstained.

6 COUNCIL COMMENTS

Mayor Eidinge spoke.

Councilmember Wise spoke.

Councilmember Tomye spoke.

Audience member Jason Ramirez spoke.

7 ADJOURN

Mayor Eidinge adjourned the meeting at 7:50pm.

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinge, Mayor



CITY OF EDGEWOOD

08/18/2020 STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, August 18, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Eidinger, Deputy Mayor Creley, Councilmember West, 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, Planning Manager Emily Arteché

2 COUNCIL BUSINESS

A. Discussion - Development Review

Planning Manager Emily Arteché reviewed this agenda item with Council in detail.

B. Discussion - 36th & Meridian Park Naming

Public Works Director Metzler addressed this item with Council and discussed options for moving forward. Council suggested involving the Parks and Recreation Advisory Board in the naming process, and using the same method as the City did to pick the recent website logo.

C. Resolution – North Edgewood Apartments Sewer Easement

Public Works Director Metzler reviewed this housekeeping item with Council and opened it up for questions. Councilmembers asked that this item be moved to an upcoming Consent Agenda.

D. Resolution - Chrisella Property Purchase Agreement

Public Works Director Metzler discussed the purpose of this agenda item and details surrounding it, discussion then ensued between Council and staff. Council asked to bring this back for more discussion at a later date.

3 OTHER COUNCIL ITEMS

Mayor Eidinger spoke, Councilmember Wise spoke, Councilmember Day spoke, Councilmember Tomin spoke, Councilmember West spoke, Deputy Mayor Creley spoke, Councilmember Lowry spoke.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 7:59pm

Jill S. Herrera, Communications Coordinator/
Deputy City Clerk

Daryl Eidinger, Mayor



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, July 13, 2020 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. East

Meeting Held Virtually via Zoom

1. **CALL TO ORDER:** Chair Overfield called meeting to order at 6:06 PM
 - A. **Commissioners Present:** Guillory; Overfield; Wagner; Ramirez; Pincas
 - B. **Commissioners Absent:** Goode, Slate
 - C. **Staff Member(s) Present:** Darren Groth, Community Development Director
Evan Hietpas, Planning Technician
Jeremy Metzler, Public Works Director
Emily Arteche, Planning Manager
James Tumelson, Building Official
 - D. **Others Present:** Councilmember Wise
 - E. **Chair Selection:** Overfield volunteered to continue to serve as Chair.
Pincas volunteered to continue to serve as Vice-Chair. Overfield motioned to serve as Chair and have Pincas serve as Vice-Chair. Guillory seconded. Commission voted 5-0 to approve Chair and Vice-Chair positions.
2. **CONSENT AGENDA:** Guillory moved to APPROVE as presented, Pincas seconded. Commission voted 5-0 to approve the Consent Agenda.
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:**
 - A. **Design Standards Applicability**
 - i. Overfield opened the Public Hearing at 6:12.
 - ii. Groth provided a summary of staff's recommendation.
 - iii. No public comments were received.
 - iv. Public Hearing closed at 6:18.
 - B. **Plat Naming Standards**
 - i. Overfield opened the Public Hearing at 6:18
 - ii. Groth provided a summary of staff's recommendation.
 - iii. No public comments were received.
 - iv. Public Hearing closed at 6:21.
 - C. **Neighborhood Meetings**
 - i. Overfield opened at 6:21.
 - ii. Groth provided a summary of staff's recommendation.
 - iii. No public comments were received.
 - iv. Public Hearing closed at 6:24.



**CITY OF EDGEWOOD
PLANNING COMMISSION MEETING MINUTES**

Monday, July 13, 2020 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. East

Meeting Held Virtually via Zoom

5. NEW BUSINESS:

A. Action Items:

- i. Design Standards Applicability Recommendation
 - a. Ramirez moved to approve all modifications included in the staff report, Wagner seconded. Commission voted 5-0 to approve, as presented by staff.
- ii. Plat Naming Standards Recommendation
 - a. Pincas moved to approve, Wagner seconded. Commission voted 5-0 to approve, as presented by staff.
- iii. Neighborhood Meetings Recommendation
 - a. Guillory moved to approve, Pincas seconded. Commission voted 5-0 to approve, as presented by staff.

B. Discussion Items:

- i. Construction Work Hours
 - a. Groth opened discussion, and various other staff members added input.
 - b. Further discussion ensued.
 - c. Planning Commission asked to continue the discussion in future meetings, and asked staff to conduct some research on what other jurisdictions have established and Construction Work Hours regulations.
- ii. Street Light Standards
 - a. Hietpas opened discussion and presented the results of the public survey.
 - b. Discussion ensued.
 - c. Planning Commission asked to continue the discussion on street light standards, and suggested that a second public survey be conducted in a few months when there is less daylight.
- iii. Flood Code Update
 - a. Metzler opened discussion and presented Public Works recommendation.
 - b. Discussion ensued, and the Planning Commission agreed with city staff.
- iv. Pierce County Road Standards
 - a. Metzler opened discussion and presented proposed code adoption.
 - b. Discussion ensued, and the Planning Commission agreed with city staff.
- v. Tree Preservation
 - a. Groth opened discussion.
 - b. Discussion ensued.
 - c. Planning Commission asked to continue the discussion in future meetings on tree preservation regulations. Chair Overfield asked all Commissioners to think about the concerns that they have and share them in a discussion in the August Planning Commission meeting.
- vi. 2020 Work Plan
 - a. Groth gave Commissioners the opportunity to discuss work plan items
 - b. No further discussion ensued.



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, July 13, 2020 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. East

Meeting Held Virtually via Zoom

6. STAFF COMMENTS:

- A. Groth asked if the Planning Commission would like to discuss Firework regulations at future meetings. The Planning Commission decided that they are content with current regulations.

7. COMMISSIONER UPDATES: NONE

8. ADJOURN: Chair Overfield adjourned meeting at 7:55



CITY OF EDGEWOOD

PARKS AND RECREATION ADVISORY BOARD MINUTES

Thursday July 2, 2020 – 6pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Chair Levenhagen called the meeting to order at 6:08pm

2. ROLL CALL

Present: Brian Levenhagen, Jeff Southard, Anne Percival, Linda Howard, Bill Hilton

Excused: Caitlyn Remington, Mary Grace

City Staff: Public Works Director Jeremy Metzler, IT Director Matthew Ray,
and Communications Coordinator/Deputy City Clerk Jill Schwerzler-Herrera

3. APPROVAL OF MEETING MINUTES

Anne Percival **MOVED**, seconded by Bill Hilton to approve the June 7, 2020 Meeting Minutes.

APPROVED (5-0)

4. OLD BUSINESS

- Eagle Scout Project – Nature Park Benches

Chair Levenhagen requested this agenda item be moved from the last item to the first.

Public Works Director Metzler introduced Boy Scout Isaac Hester who requested to build new benches for the Nelson Nature Park as his Eagle Scout Project.

Isaac was encouraged to submit his plans to Public Works Director Metzler for review before proceeding with the building of his prototype.

Linda Howard **MOVED**, seconded by Bill Hilton to accept Isaac Hester's proposal to build new benches for the Nelson Nature Park for his Eagle Scout Project. **APPROVED (5-0)**

- 36th & Meridian Park Update

Public Works Director Metzler briefed board members on this agenda item sharing minor changes made to the plans since the last meeting. He also noted the RCO Grant Agreement is set to expire at the end of 2020 and the City has already submitted for an extension request.

- 2020 Work Plan Update

Costs involved for new playground equipment in Edgemont Park were discussed.

Board members suggested adding it to next year's budget.

It was requested this item be brought back in August or September for further discussion.

- Parks Level of Service

Plan update not required until March 2022, staff looking to coordinate effort with periodic comprehensive plan update and RFP in Q1/Q2 2021.

- Howards Retirement
Howard indicated he was not interested in a retirement party due to community health concerns. Board members agreed on signing a card and dropping it by city hall for Public Works Director Metzler to deliver.

5. NEW BUSINESS

- Community Garden
Anne Percival discussed changes to the Community Garden rules, and discussed having to ask two gardeners to give up their beds for the first time, as they were not maintaining them per the guidelines.

6. ADJOURN – 7:07PM



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-042 - A motion approving August 2020 Budget Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; and IRS 941 ACHs in the amount of \$121,470.98; and Vendor Check Numbers 24503 through 24521 with EFT and Direct Pay Payments in the amount of \$71,693.77. Total distributions submitted for review & authorization in the amount of \$193,164.75.	Agenda Item #: AB20-042
	For Agenda of: 8/25/2020
	Prepared by: Jill Schwerzler-Herrera
Attachments (list): 1. 082520 Voucher Directory 2. 082520 Claims Register	
Approval of Materials: Jill Schwerzler-Herrera Rachel Pitzel 8/20/2020 Dave Gray 8/20/2020 Daryl Eiding 8/20/2020	Expenditure Required: \$193,164.75
	Amount Budgeted: N/A
	Timeline: N/A

Summary Statement:

Approving August 2020 Budget Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; and IRS 941 ACHs in the amount of \$121,470.98; and Vendor Check Numbers 24503 through 24521 with EFT and Direct Pay Payments in the amount of \$71,693.77. Total distributions submitted for review & authorization in the amount of \$193,164.75.

Item History:

N/A

Recommended Action:

AB20-042 - A motion approving August 2020 Budget EMOTION to adopt as presented under the Consent Agenda.

Fiscal Note/Consideration:

N/A



Voucher Directory

Fiscal: : 2020 - August
Council Date: : 2020 - August - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Amazon Capital Services					
		Direct Pay Payment 8/20/2020 1:07:02 PM - 1	2020 - August - 2nd Council Meeting		
		1P7G-7TF9-J16J			
			August Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$25.89
				(3) Inspectors Mirrors	
		Total 1P7G-7TF9-J16J			\$25.89
		Total Direct Pay Payment 8/20/2020 1:07:02 PM - 1			\$25.89
Total Amazon Capital Services					\$25.89
Arctic Glacier USA, Inc.					
24503			2020 - August - 2nd Council Meeting		
		M610008330			
			July Purchases		
			001-076-000-576-80-32-01	Fuel	\$57.47
				Fuel for Mower	
		Total M610008330			\$57.47
		Total 24503			\$57.47
Total Arctic Glacier USA, Inc.					\$57.47
Buell Recreation LLC					
24504			2020 - August - 2nd Council Meeting		
		200098			
			PO# 20200047- Edgemont Park		
			001-076-000-576-80-35-05	Park Equipment	\$4,439.43
				Playground Equipment Parts	
		Total 200098			\$4,439.43
		Total 24504			\$4,439.43
Total Buell Recreation LLC					\$4,439.43
CDW Government					
		Direct Pay Payment 8/20/2020 1:07:02 PM - 2	2020 - August - 2nd Council Meeting		
		SE2000967			
			July Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$1,329.79
				Microsoft 0365 Deployment	
		Total SE2000967			\$1,329.79

Vendor	Number	Reference	Account Number	Description	Amount
		ZPM6342			
			July Purchases		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$930.15
			(2) Xerox Printers		
		Total ZPM6342			\$930.15
		ZPR1384			
			July Purchases		
			001-018-000-518-85-31-03	Computer Hardware	\$383.18
			Network Card		
		Total ZPR1384			\$383.18
		ZPR7304			
			July Purchases		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$2,929.35
			(5) Xerox Printers, (8) Toner Cartridges		
		Total ZPR7304			\$2,929.35
		Total Direct Pay Payment 8/20/2020 1:07:02 PM - 2			\$5,572.47
Total CDW Government					\$5,572.47
Crystal Springs					
		EFT Payment 8/20/2020 1:12:31 PM - 1		2020 - August - 2nd Council Meeting	
		15787820 081220			
			Acct# 698722615787820		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$87.97
			City Hall Water		
		Total 15787820 081220			\$87.97
		Total EFT Payment 8/20/2020 1:12:31 PM - 1			\$87.97
Total Crystal Springs					\$87.97
Drain-Pro					
	24505			2020 - August - 2nd Council Meeting	
		69747			
			7/10-7/11 PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$65.90
			7/10-7/11 PW Yard		
		Total 69747			\$65.90
		71661			
			8/9-9/5/20 Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$437.50
			8/9-9/5/20 Edgemont Park		
		Total 71661			\$437.50
		71662			
			8/9-9/5/20 Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$241.00
			8/9-9/5/20 Nelson Nature Park		
		Total 71662			\$241.00

Vendor	Number	Reference	Account Number	Description	Amount
		71663			
			8/9-9/5/20 Nelson Farm		
			001-076-000-576-80-45-03	Operating Rentals	\$106.50
				8/9-9/5/20 Nelson Farm	
		Total 71663			\$106.50
		71664			
			8/9-9/5/20 Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$196.00
				8/9-9/5/20 Trailhead Park	
		Total 71664			\$196.00
		71665			
			8/9-9/5/20 PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$124.50
				8/9-9/5/20 PW Yard	
		Total 71665			\$124.50
		72278			
			Special Event- COVID Testing Site		
			001-019-000-525-60-41-01	Emergency Services	\$175.00
				Special Event- COVID Testing Site	
		Total 72278			\$175.00
		90243			
			Culvert Locate		
			410-000-000-531-38-41-01	Professional Service	\$3,481.21
				Culvert Locate - 124th Ave Ct E & 24th St E	
		Total 90243			\$3,481.21
		90449			
			Pipe Inspection		
			410-000-000-531-38-41-01	Professional Service	\$486.39
				Pipe Inspection- 20th St E & 103rd	
		Total 90449			\$486.39
	Total 24505				\$5,314.00
Total Drain-Pro					\$5,314.00
Epic Land Solutions, Inc.					
	24506			2020 - August - 2nd Council Meeting	
		0720-1037			
			August Services		
			340-000-000-595-20-61-01	ROW Acquisition - Land	\$1,149.44
				Chrisella Rd. Early Acquisition	
		Total 0720-1037			\$1,149.44
	Total 24506				\$1,149.44
Total Epic Land Solutions, Inc.					\$1,149.44

Vendor	Number	Reference	Account Number	Description	Amount
ESI Security	24507	000781	2020 - August - 2nd Council Meeting		
	August Purchases				
	001-076-000-576-80-31-01			Operational Supplies	\$861.62
	Keys				
	Total 000781				\$861.62
Total 24507				\$861.62	
Total ESI Security				\$861.62	
Grainger	24508	9602092356	2020 - August - 2nd Council Meeting		
	July Purchases				
	410-000-000-531-38-31-01			Operational Supplies	\$27.96
	Maintenance Absorbent				
	Total 9602092356				\$27.96
	9602092364				
	July Purchases				
	410-000-000-531-38-31-01			Operational Supplies	\$35.38
	Absorbent Pads				
	Total 9602092364				\$35.38
	9602092372				
	July Purchases				
	410-000-000-531-38-31-01			Operational Supplies	\$97.92
	Absorbent Socks				
	Total 9602092372				\$97.92
	9614838648				
	August Purchases				
	001-076-000-576-80-31-01			Operational Supplies	\$3.79
	Mask Respirator				
101-000-000-542-90-31-01			Admin/Overhead-Office Supplies	\$7.60	
Mask Respirator					
410-000-000-531-38-31-01			Operational Supplies	\$7.60	
Mask Respirator					
Total 9614838648				\$18.99	
9614838663					
August Purchases					
001-076-000-576-80-31-01			Operational Supplies	\$4.05	
Wire Rope Sleeve					
101-000-000-542-90-31-01			Admin/Overhead-Office Supplies	\$8.12	
Wire Rope Sleeve					
410-000-000-531-38-31-01			Operational Supplies	\$8.12	
Wire Rope Sleeve					
Total 9614838663				\$20.29	

Vendor	Number	Reference	Account Number	Description	Amount
		9614838671			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$4.14
				Chemical Cartridge	
			101-000-000-542-90-31-01	Admin/Overhead-Office Supplies	\$8.26
				Chemical Cartridge	
			410-000-000-531-38-31-01	Operational Supplies	\$8.26
				Chemical Cartridge	
		Total 9614838671			\$20.66
		9614838689			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$3.57
				Rope	
			101-000-000-542-90-31-01	Admin/Overhead-Office Supplies	\$7.15
				Rope	
			410-000-000-531-38-31-01	Operational Supplies	\$7.15
				Rope	
		Total 9614838689			\$17.87
	Total 24508				\$239.07
Total Grainger					\$239.07
Julie Dyer					
	Direct Pay Payment 8/20/2020 1:07:02 PM - 3	2020 - August - 2nd Council Meeting			
	1019-JD				
		8/1-8/15/20 Services			
		001-018-000-518-80-41-01		Contracted IT Services	\$3,106.60
				IT Consulting Services 8/1-8/15/20	
		Total 1019-JD			\$3,106.60
	Total Direct Pay Payment 8/20/2020 1:07:02 PM - 3				\$3,106.60
Total Julie Dyer					\$3,106.60
Lakehaven Water & Sewer District					
	24509				
		2020 - August - 2nd Council Meeting			
	Prj. 6320006 August 2020				
		August Services			
		310-000-000-594-76-41-03		Professional Svs.-Property	\$394.37
				Meridian Sewer Extension- 36th & Meridian Park	
		Total Prj. 6320006 August 2020			\$394.37
	Total 24509				\$394.37
Total Lakehaven Water & Sewer District					\$394.37

Vendor	Number	Reference	Account Number	Description	Amount
McCarthy & Causseaux	24510			2020 - August - 2nd Council Meeting	
		210			
			July Services		
			001-015-000-515-41-41-14	Hearing Examiner Legal Fees	\$796.91
				Hearing Examiner Svcs	
		Total 210			\$796.91
	Total 24510				\$796.91
Total McCarthy & Causseaux					\$796.91
McKinstry Co, LLC	24511			2020 - August - 2nd Council Meeting	
		10122239			
			WO# 9851669		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$857.22
				Pump Repair	
		Total 10122239			\$857.22
	Total 24511				\$857.22
Total McKinstry Co, LLC					\$857.22
O'Reilly Auto Parts				2020 - August - 2nd Council Meeting	
	EFT Payment 8/20/2020 1:12:31 PM - 2				
	3725-316814				
			June Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$28.00
				Floor Mats, Cleaning Wipes- Chevy Silverado	
		Total 3725-316814			\$28.00
	3725-316973				
			July Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$28.68
				Wiper Blades- Chevy Silverado	
		Total 3725-316973			\$28.68
	3725-317878				
			July Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$18.67
				Wiring Adapter- Trailer	
		Total 3725-317878			\$18.67
	3725-318393				
			July Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$25.16
				Vehicle Lightbulbs, Screwdriver	
		Total 3725-318393			\$25.16
	3725-320621				
			July Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$30.75

Vendor	Number	Reference	Account Number	Description	Amount
				Antifreeze- Extra	
		Total 3725-320621			\$30.75
		Total EFT Payment 8/20/2020 1:12:31 PM - 2			\$131.26
Total O'Reilly Auto Parts					\$131.26
Petersen Brothers, Inc.					
	24512			2020 - August - 2nd Council Meeting	
		2011101			
				Contract 20-111 Westridge Pkwy Guardrail Repair	
			101-000-000-542-64-41-19	Traffic Control Devices-Guardrails	\$2,935.86
				Westridge Pkwy Guardrail Repair	
		Total 2011101			\$2,935.86
	Total 24512				\$2,935.86
Total Petersen Brothers, Inc.					\$2,935.86
Pitney Bowes					
	24513			2020 - August - 2nd Council Meeting	
		081820-PB			
				August Purchases	
			001-018-000-518-20-42-02	Postage	\$500.00
				Postage Meter Refill	
		Total 081820-PB			\$500.00
	Total 24513				\$500.00
Total Pitney Bowes					\$500.00
Puget Sound Energy					
	EFT Payment 8/20/2020 1:12:31 PM - 3			2020 - August - 2nd Council Meeting	
		300000011233 July 2020			
				July Statement	
			001-018-000-518-30-47-01	Electricity	\$4,229.27
				July Statement	
		Total 300000011233 July 2020			\$4,229.27
	Total EFT Payment 8/20/2020 1:12:31 PM - 3				\$4,229.27
Total Puget Sound Energy					\$4,229.27

Vendor	Number	Reference	Account Number	Description	Amount
Shell					
		EFT Payment 8/20/2020 1:12:31 PM - 4	2020 - August - 2nd Council Meeting		
		66880629			
		July Statement			
		001-018-000-518-30-32-01	Fuel		\$986.38
		July Statement			
		001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles		\$100.67
		F350 Oil Change			
		Total 66880629			\$1,087.05
		Total EFT Payment 8/20/2020 1:12:31 PM - 4			\$1,087.05
Total Shell					\$1,087.05
Sterling Automotive Service					
	24514		2020 - August - 2nd Council Meeting		
		0029956			
		August Services			
		001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles		\$2,066.70
		2004 Chevy Silverado- Misc. Service/Repairs			
		Total 0029956			\$2,066.70
	Total 24514				\$2,066.70
Total Sterling Automotive Service					\$2,066.70
The News Tribune					
	24515		2020 - August - 2nd Council Meeting		
		255556 6/29-8/2/20			
		July Statement			
		001-019-000-511-30-41-02	Legal Publications		\$145.71
		Legal Notice			
		001-058-000-558-60-41-08	Legal Notices/Publications		\$2,236.28
		Legal Notice			
		310-000-000-594-76-41-03	Professional Svs.-Property		\$402.99
		Legal Notice- Edgewood Community Park			
		Total 255556 6/29-8/2/20			\$2,784.98
	Total 24515				\$2,784.98
Total The News Tribune					\$2,784.98
Traffic Management, Inc.					
	24516		2020 - August - 2nd Council Meeting		
		639093			
		July Services			
		410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint		\$3,044.75
		Annual Vegetation Maintenance Program- Traffic Control			
		Total 639093			\$3,044.75
	Total 24516				\$3,044.75
Total Traffic Management, Inc.					\$3,044.75

Vendor	Number	Reference	Account Number	Description	Amount
Transpo Group	24517			2020 - August - 2nd Council Meeting	
		25121			
			Prj. 1.18149.00 Tasks 14-16		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$3,483.75
				SR 161 & Emerald St. Signal Design & Traffic Analysis	
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$3,923.10
				Jovita Blvd/114th Ave E Traffic Analysis	
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$1,675.00
				SR 161/8th St. & SR 161/24th St. Signal Timing	
		Total 25121			\$9,081.85
		25122			
			Prj. 1.18149.00 Phillips Ridge Concurrency Evaluation		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$860.00
				Phillip's Ridge Concurrency Evaluation	
		Total 25122			\$860.00
		25125			
			Prj. 1.18149.00 24th & Meridian Sidewalk		
			350-000-000-595-61-63-01	Pedestrian Projects	\$3,585.00
				24th & Meridian Sidewalk	
		Total 25125			\$3,585.00
		25126			
			Prj. 1.18149.00 General Traffic Engineering		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$2,250.00
				General Traffic Engineering	
		Total 25126			\$2,250.00
	Total 24517				\$15,776.85
Total Transpo Group					\$15,776.85
Travelers	24518			2020 - August - 2nd Council Meeting	
		Invoice - 8/19/2020 1:20:35 PM			
		Acct# 3508C6233			
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$40.00
				Notary Bond- R.Pitzel	
		Total Invoice - 8/19/2020 1:20:35 PM			\$40.00
	Total 24518				\$40.00
Total Travelers					\$40.00
US Bank ACH/EFT					
	EFT Payment 8/20/2020 1:08:24 PM - 1			2020 - August - 2nd Council Meeting	
		073120-USBank			
			July Safekeeping Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$70.00
				July Safekeeping Fees	
		Total 073120-USBank			\$70.00

Vendor	Number	Reference	Account Number	Description	Amount
		081420-USBank			
			July Analysis Fee		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$288.10
				July Analysis Fee	
		Total 081420-USBank			\$288.10
		Total EFT Payment 8/20/2020 1:08:24 PM - 1			\$358.10
		Total US Bank ACH/EFT			\$358.10
US Bank Corporate Payment System					
		EFT Payment 8/20/2020 1:12:31 PM - 5			
		072720-USBank			
			July Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$28.80
				R.Pitzel-Notary Rotary-Stamp for Notary Services	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$72.08
				D.Eidinger-Lowes-Duct Tape, Striping Paint, Tarp Straps, Outdoor Cord	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$164.85
				D.Eidinger-ESI Security-Keys for City Hall	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$86.34
				B.Murray-Costco-Printer Ink	
			001-018-000-518-20-31-08	Wellness Supplies	\$144.23
				J.Bartelson-Sterlink LLC-Team Edge T-Shirts	
			001-018-000-518-20-35-02	Office Furniture	\$97.81
				J.Bartelson-Walmart-Office Chair for City Clerk	
			001-018-000-518-20-41-01	Professional Service	\$50.00
				J.S-Herrera-American Planning Assoc.-Posting for Planning Tech.	
			001-018-000-518-20-42-02	Postage	\$20.83
				J.S-Herrera-The Mail Spot-Mailing for Street Light Installation	
			001-018-000-518-20-43-04	Employee Meals	\$46.70
				B.Murray-Olivers Sandwiches-Lunch for COVID Trailer Pierce County Staff	
			001-018-000-518-20-49-11	City Employee Team Building	\$6.25
				B.Murray-Safeway-Retirement Card for Howard	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$241.29
				C.McVay-O'Reilly-2004 Chevy Silverado Battery, Starter, Cables	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$15.35
				D.Eidinger-Ebay-Key Fob for Ford Explorer	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$584.67
				D.Eidinger-Evergreen Automotive-1998 Chevy 2500- Replace Ignition Switch	
			001-018-000-518-85-49-03	Computer Subscriptions	\$17.95
				B.Murray-Cloud Cover Music-CH Lobby Music Subscription	
			001-018-000-518-85-49-03	Computer Subscriptions	\$311.93
				M.Ray-Amazon Web Services-Cloud Backup	
			001-058-000-558-60-49-01	Memberships	\$493.00
				E.Arteche-American Planning Assoc.-Annual Membership Dues	
			001-076-000-576-80-31-01	Operational Supplies	\$144.83
				A.Thompsson-Dog Waste Depot-Dog Waste Bags	

Vendor	Number	Reference	Account Number	Description	Amount
			001-076-000-576-80-31-01	Operational Supplies	\$59.37
				S.Goff-Costco-Garbage Bags	
			001-076-000-576-80-31-01	Operational Supplies	\$35.72
				A.Thompson-ESI Security-Keys for B.Whitman	
		Total 072720-USBank			\$2,622.00
		Total EFT Payment 8/20/2020 1:12:31 PM - 5			\$2,622.00
Total US Bank Corporate Payment System					\$2,622.00
Washington Tractor					
	24519			2020 - August - 2nd Council Meeting	
		2177289			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$126.66
				Saw Chains	
		Total 2177289			\$126.66
	Total 24519				\$126.66
Total Washington Tractor					\$126.66
Wells Fargo Vendor Fin Serv					
	EFT Payment 8/20/2020 1:12:31 PM - 6			2020 - August - 2nd Council Meeting	
		5011250140			
			August Lease		
			001-018-000-518-30-45-06	Copier Lease	\$368.17
				Kyocera Copier Lease	
		Total 5011250140			\$368.17
	Total EFT Payment 8/20/2020 1:12:31 PM - 6				\$368.17
Total Wells Fargo Vendor Fin Serv					\$368.17
West Coast Code Consultants, Inc.					
	24520			2020 - August - 2nd Council Meeting	
		2020-EDG-Jul			
			July Services		
			001-058-000-558-50-41-01	Professional Service	\$6,803.75
				3rd Party Plan Review- Paul Gneiding	
		Total 2020-EDG-Jul			\$6,803.75
		2020-EDG-JUN			
			June Services		
			001-058-000-558-50-41-01	Professional Service	\$5,757.50
				3rd Party Plan Review- Paul Gneiding	
		Total 2020-EDG-JUN			\$5,757.50
	Total 24520				\$12,561.25
Total West Coast Code Consultants, Inc.					\$12,561.25

Vendor	Number	Reference	Account Number	Description	Amount
Wilbur-Ellis Company	24521			2020 - August - 2nd Council Meeting	
		13693529			
			July Purchases		
			001-076-000-576-80-31-09	Chemicals	\$158.41
			Herbicide		
		Total 13693529			\$158.41
	Total 24521				\$158.41
Total Wilbur-Ellis Company					\$158.41
Grand Total		Vendor Count	29		\$71,693.77

City of Edgewood 2020

August 25th 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			
DCP EFT 8/14/2020	Deferred Compensation Program	8/14/2020	\$13,539.63
Direct Deposit Run - 8/12/2020	Payroll Vendor	8/14/2020	\$76,307.07
DRS EFT 8/14/2020	Dept of Retirement Systems	8/14/2020	\$19,182.37
DSHS-DCS EFT 8/14/2020	WA State Support Registry	8/14/2020	\$275.00
IRS 941 EFT 8/14/2020	IRS 941	8/14/2020	\$12,166.91
Total			\$121,470.98

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
24502 Last Number Issued Previous Authorization			
24503	Arctic Glacier USA, Inc.	8/25/2020	\$57.47
24504	Buell Recreation LLC	8/25/2020	\$4,439.43
24505	Drain-Pro	8/25/2020	\$5,314.00
24506	Epic Land Solutions, Inc.	8/25/2020	\$1,149.44
24507	ESI Security	8/25/2020	\$861.62
24508	Grainger	8/25/2020	\$239.07
24509	Lakehaven Water & Sewer District	8/25/2020	\$394.37
24510	McCarthy & Causseaux	8/25/2020	\$796.91
24511	McKinstry Co, LLC	8/25/2020	\$857.22
24512	Petersen Brothers, Inc.	8/25/2020	\$2,935.86
24513	Pitney Bowes	8/25/2020	\$500.00
24514	Sterling Automotive Service	8/25/2020	\$2,066.70
24515	The News Tribune	8/25/2020	\$2,784.98
24516	Traffic Management, Inc.	8/25/2020	\$3,044.75
24517	Transpo Group	8/25/2020	\$15,776.85
24518	Travelers	8/25/2020	\$40.00
24519	Washington Tractor	8/25/2020	\$126.66
24520	West Coast Code Consultants, Inc.	8/25/2020	\$12,561.25
24521	Wilbur-Ellis Company	8/25/2020	\$158.41
Direct Pay Payment 8/20/2020	Amazon Capital Services	8/25/2020	\$25.89
Direct Pay Payment 8/20/2020	CDW Government	8/25/2020	\$5,572.47
Direct Pay Payment 8/20/2020	Julie Dyer	8/25/2020	\$3,106.60
EFT Payment 8/20/2020	Crystal Springs	8/25/2020	\$87.97
EFT Payment 8/20/2020	O'Reilly Auto Parts	8/25/2020	\$131.26
EFT Payment 8/20/2020	Puget Sound Energy	8/25/2020	\$4,229.27
EFT Payment 8/20/2020	Shell	8/25/2020	\$1,087.05
EFT Payment 8/20/2020	US Bank Corporate Payment System	8/25/2020	\$2,622.00
EFT Payment 8/20/2020	Wells Fargo Vendor Fin Serv	8/25/2020	\$368.17
EFT Payment 8/20/2020	US Bank ACH/EFT	8/25/2020	\$358.10
Total Claims Voucher Distribution			\$71,693.77
Total Distribution Submitted for Review & Authorization			\$193,164.75

Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments **\$193,164.75**

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: AB20-0516 - a motion approving Resolution No. 20-0516, North Edgewood Apartments Sewer Easement	Agenda Item #: 5.E
	For Agenda of: 8/25/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 20-0516 - North Edgewood Apts Sewer Easement 2. Exhibit A - Easement for Sewer Facilities	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/19/2020 Dave Gray 8/19/2020 Daryl Eidingen 8/19/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: RCM 08/25/2020

Summary Statement:

The North Edgewood Apartments project is located at 109 to 209 Meridian Avenue East. The developer prepared and submitted sanitary sewer construction plans to the City's sewer service provider, Lakehaven Water & Sewer District, for review in 2017. These plans were approved for construction on February 28, 2018. The developer has constructed the approved sanitary sewer in accordance with said plans and specifications under the inspection purview of Lakehaven.

One of the necessary steps prior to project completion is the execution of the attached Easement for Sewer Facilities. Lakehaven has coordinated with the developer on executing the City's standard sanitary sewer easement form. Staff has reviewed the legal description and map exhibit prepared by the developer and finds them to be consistent with the approved sewer plans. Because an easement is an interest in land, the City Council is required to accept and approve the easement before it can be recorded against the property. The attached resolution will confirm said acceptance and approval, authorizing the Mayor to execute the easement as required.

Item History:

SS 08/18/2020

Recommended Action:

MOTION to adopt **AB20-0516** - a motion approving Resolution No. 20-0516, North Edgewood Apartments Sewer Easement

Fiscal Note/Consideration:

All costs associated with developer sewer extensions are coordinated between the developer and the City's sanitary sewer service provider, Lakehaven Water & Sewer District.

RESOLUTION NO. 20-0516

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A SANITARY SEWER EASEMENT FOR THE NORTH EDGEWOOD APARTMENTS PROJECT LOCATED AT 109 TO 209 MERIDIAN AVENUE EAST IN EDGEWOOD.

WHEREAS, the City has delegated its authority to inspect sanitary sewer construction in the Ramsaur Short Plat Project to Lakehaven Water and Sewer District; and

WHEREAS, according to Lakehaven Water and Sewer District, the developer of the North Edgewood Apartments Project has designed and constructed the sanitary sewer in accordance with the adopted standards and specifications; and

WHEREAS, prior to project completion, the City must accept and approve the necessary easement for the public sanitary sewer facilities on the developer's property; and

WHEREAS, the developer has submitted the attached easement for acceptance and approval by the City Council, executed by the underlying property owner; and

WHEREAS, the Council considered this Resolution during its meeting of August 18, 2020;

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

Section 1. Sanitary Sewer Easements Authorized. The City Council authorizes the Mayor to execute the Easement for Sewer Facilities with Edgewood Development Company, LLC, Exhibit A, which is attached hereto and incorporated herein by this reference.

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

ADOPTED THIS 25TH DAY OF AUGUST, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Easement for Sewer Facilities

When recorded return to:

**City of Edgewood
City Clerk
2224 - 104th Avenue E.
Edgewood, WA 98372**

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein):

Reference Number(s) of Documents assigned or released:

N/A

Additional reference #'s on page _____ of document

Grantor(s)

Edgewood Development Company, LLC

☐ Additional names on page _____ of document.

Grantee/City(s)

THE CITY OF EDGEWOOD, a Washington municipal corporation

☐ Additional names on page _____ of document.

Legal description (abbreviated)

Parcel A of BLA 2018-09-21-5002

☒ Additional legal is on page 8 of document.

Assessor's Property Tax Parcel/Account Number:

042003-2097

☐ Assessor Tax # not yet assigned

EASEMENT FOR SEWER FACILITIES

THIS EASEMENT FOR SEWER FACILITIES (or "Sewer Easement") is hereby entered into by and between the City of Edgewood, a municipal corporation organized under the laws of the State of Washington (hereinafter the "Grantee/City" or the "City") and Edgewood Development Company, LLC, a limited liability company (hereinafter the "Grantor") whose address is 6710 E Camelback Rd, STE 100, Scottsdale, AZ 85251.

RECITALS

WHEREAS, the Grantor owns the property commonly known as 109 to 209 Meridian Ave E, which is legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor has received preliminary land use approval from the City, and as a condition of such approval, the Grantor has been required to construct certain sewer facilities, and then turn them over to the City for public ownership and maintenance, together with this Easement and a Bill of Sale;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties covenant and agree as follows:

Section 1. Grant of Easement, Construction, Maintenance, Repair.

A. The Grantor represents and warrants that Grantor is the lawful owner of the Property legally described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter the "Property"). Grantor further represents and warrants (1) that to the knowledge of Grantor, the rights and privileges set forth herein do not breach or otherwise violate the legal rights of any third party, and (2) that Grantor is fully authorized to execute and grant this Sewer Easement.

B. The Grantor hereby dedicates, grants and conveys to the Grantee/City, the perpetual right to enter, reenter, use and occupy the Property legally described in Exhibit A, (hereinafter the "Property"), consistent with this non-exclusive Sewer Easement through, upon, over and across the Property. The purpose of this Sewer Easement shall be to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove and operate one or more sewer mains, conveyance pipes, laterals, cleanouts, pumps and manholes and all appurtenances related thereto (collectively termed "Grantee/City's Facilities" or the "Facilities"). The location of the Sewer Easement is legally described in Exhibit B and depicted on the map in Exhibit C, both of which are attached hereto/and incorporated herein by this reference (hereinafter the "Easement Area"). The surface of the Easement Area has been paved and is used by the Grantor and its tenants and invitees for parking.

Section 2. Grantee/City's Right of Access and Use – Grantee/City's Responsibilities.

A. The Grantee/City and its agents, contractors, designees or assigns shall have the right at such time as Grantee/City deems necessary, to utilize the Easement Area as described in Section 1 herein, and to enter onto the Property for such purposes, without incurring any legal obligation or liability therefore, except as otherwise set forth in this Sewer Easement. The Grantee/City's access to and across the Easement Area shall be unrestricted. Except for emergent situations, Grantee/City shall reasonably endeavor to provide 24 hours written or verbal notice to Grantor prior to such entry.

B. Grantee/City's rights hereunder shall expressly include, without limitation, the right, but not the requirement, to improve and maintain the surface of the Easement Area as deemed necessary in Grantee/City's sole discretion to reasonably accommodate vehicular access to Grantee/City's Facilities. Grantee/City's rights hereunder shall be exercised in a manner that prevents unnecessary destruction or unreasonable disturbance of existing private improvements upon the Property and minimizes interference with the use of the Property by Grantor and its tenants and invitees, except as provided hereunder.

C. Except for routine and ordinary maintenance of the paved areas, which shall be the responsibility of Grantor, the Easement Area shall be maintained by Grantee/City in accordance with applicable local regulatory standards. In the event of any encroachment, obstruction or interference of or upon the Easement Area or Grantee/City's Facilities, Grantee/City may require removal and termination thereof, and the same shall be accomplished promptly at Grantor's expense. Alternatively, Grantee/City may take such action as deemed necessary in Grantee/City's reasonable discretion to accomplish such removal and/or termination, and may charge to Grantor all expenses incurred therefor. Grantee/City's failure to require removal or termination of any encroachment, obstruction or interference shall neither constitute a waiver of Grantee/City's rights nor preclude any other remedy available to Grantee/City.

D. Any existing improvements upon the Property that neither encroach upon, nor conflict with, the rights conveyed to Grantee/City hereunder (including, without limitation, all paved areas) that are disturbed or destroyed by Grantee/City's Facilities, or Grantee/City's activities associated thereto, other than ordinary wear and tear, shall be promptly replaced, repaired or otherwise restored as reasonably practicable, to the pre-event condition by and at Grantee/City's expense.

E. Grantee/City shall have the right to issue permits to third parties to operate and maintain side sewers within the Easement Area; provided that they agree to be bound by all obligations of Grantee/City under this Sewer Easement.

Section 3. Easement Conditions and Responsibilities of Grantor.

A. Grantor shall avoid and prevent interference with and/or obstruction of the Easement Area and Grantee/City's Facilities as follows:

1. Grantor shall not construct, plant, or install, or allow to be constructed, planted or installed, any building, wall, fence, tree, rockery or structure of any kind within the Easement Area unless approved in writing by the Grantee/City;

2. Grantor shall not deposit or allow to be deposited, any fill material within the Easement Area;

3. Grantor shall not dig, tunnel or excavate, or allow any digging, tunneling, or excavation, within three feet (3') of Grantee/City's Facilities, and Grantor shall ensure that the ground surface within the Easement Area is maintained at the level and grade approximately extant at the time Grantee/City's Facilities were installed, except for minor, temporary disturbances not affecting Grantee/City's Facilities; and

4. Grantor shall not in any manner block, restrict or impede, or allow to be blocked, restricted or impeded, Grantee/City's access to or use of the Easement Area.

B. Grantor shall not convey to any third party any easement, license or other interest or right of use involving the Easement Area that would impair, interfere with or limit the easement rights granted herein.

C. Grantor shall not construct or install, or allow to be constructed or installed, any water or sewer facilities or appurtenance, other than Grantee/City's Facilities, within or proximate to the Easement Area without Grantee/City's prior written authorization. If authorized by the Grantee/City, any such facilities shall comply with all applicable regulatory standards, including without limitation the then-current edition of the "Criteria for Sewage Works Design" published by the Washington Department of Ecology.

D. Grantor shall not construct or install, or allow to be constructed or installed, any other utility facilities or appurtenances of any kind, including without limitation, any utility service connections, within three feet (3'), measured horizontally for parallel alignments, or within six inches (6''), measured vertically for crossing or perpendicular alignments, of any portion of Grantee/City's Facilities.

E. The Grantor shall neither take nor permit any action which would impair the lateral or subjacent support for Grantee/City's Facilities or cause the earth cover over any of Grantee/City's Facilities within the Property to be less than six feet (6'), measured vertically from the top of the pipeline. Grantor shall not modify the earth cover over the Grantee/City's Facilities without advance written authorization from the Grantee/City, which shall provide for full payment or reimbursement to the Grantee/City for all costs of adjusting the Grantee/City's Facilities made necessary by such modification.

F. Grantor shall be responsible for ordinary and routine maintenance of the paved areas.

Section 4. Intentionally Omitted.

Section 5. Indemnification.

A. *Environmental Indemnification.* To the extent that it legally may, and as long as the Grantee/City or its agents, contractors, designees or assigns did not cause or exacerbate Environmental Contamination, the Grantor, for itself and its successors and assigns, shall indemnify the Grantee/City against any liability, damages, costs, expenses, causes of action, claims losses, settlements, fines and penalties, and reasonable attorneys' fees claimed against the Grantee/City relating to (1) the existence, mitigation or remediation of Environmental Contamination in the Easement Area; (2) any Corrective Action in the Easement Area; or (3) any Environmental Contamination in the Easement Area that occurs or is discovered after conveyance of this Sewer Easement. As used in this Sewer Easement, "Environmental Contamination" means the presence within the Easement Area of any hazardous material, including but not limited to any of the substances defined as or included in the definition of "hazardous substance," "hazardous material," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 5010, *et seq.*, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to such laws. As used in this Sewer Easement, "Corrective Action" shall refer to risk assessment, active remediation, passive remediation, voluntary cleanup, investigation and/or monitoring of Environmental Contamination.

B. *General Indemnification.*

1. Grantee/City shall indemnify and hold harmless Grantor from and against all liability, damages, costs, expenses, causes of action, claims, losses, settlements, fines, penalties and reasonable attorneys' fees claimed by the Grantor resulting from the use of the Easement Area by the Grantee/City or its agents, contractors, designees or assigns or from the breach or violation of the Grantee/City's responsibilities hereunder.

2. Grantor shall indemnify and hold harmless the City from and against all liability, damages, costs, expenses, cause of action, claims, losses, settlements, fines, penalties and reasonable attorneys' fees claimed by the City resulting from the Grantor's breach or violation of the Grantor's responsibilities hereunder.

3. Each party's obligations under this General Indemnification Section 5(B) shall apply only to the extent such liability, damages, costs, expenses, causes of action, claims, losses, settlements, fines and penalties is proximately cause by the negligence or willful misconduct of that party or the party's agents, contractors, designees, assigns, tenants or invitees.

Section 6. Dispute Resolution. This Sewer Easement shall be governed by the laws of the State of Washington. The exclusive venue for any litigation arising out of this Easement shall be the Superior Court for Pierce County or the Federal District Court, Western District of Washington. The substantially prevailing party in any litigation shall be entitled to its reasonable attorneys' fees from the nonprevailing party.

Section 7. Recordation, Binding Effect, Modification. This Sewer Easement shall be recorded against the Property in the Pierce County Auditor's Office, and each provision, condition or covenant shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs or assigns. This Sewer Easement may only be modified by a written instrument executed by the duly authorized representatives of the parties, their respective successors, heirs or assigns, and recorded against the Property.

Section 8. No Third Party Beneficiary. The rights, duties and obligations set forth in this Sewer Easement are for the exclusive benefit of the signatory parties and their respective successors, heirs and assigns and may only be enforced thereby. Nothing herein shall be construed as vesting any rights for or in any third party.

Section 9. Entire Agreement-Severability. This writing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instruction. Should any section, paragraph, sentence, clause or phrase of this Sewer Easement, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason or should any portion of this Sewer Easement be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Sewer Easement or its application to other persons or circumstances. This Sewer Easement may be executed in counterparts.

Section 10. City Council Approval. This Sewer Easement is contingent upon acceptance and approval of the Edgewood City Council. It is expressly acknowledged and understood by the parties that the terms and conditions hereof shall not become binding upon Grantee/City/City unless and until such acceptance and approval has occurred.

Date: 7/24/2020

By Jordan Hafen
Jordan Hafen

Date: _____

DATED: 7/24/2020

My appointment expires Apr 24, 2023

 ALISON ASHER
Notary Public - Arizona
Maricopa County
Commission # 560928
My Comm. Expires Apr 24, 2023

EXHIBIT "A"

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 4 OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON;
THENCE NORTH 01°35'38" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 631.20 FEET;
THENCE SOUTH 88°35'46" EAST PARALLEL TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1073.00 FEET TO THE EAST LINE OF THE WEST 1073.00 FEET THEREOF;
THENCE SOUTH 01°35'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 316.50 FEET TO THE SOUTH LINE OF THE NORTH 186.5 FEET OF THE SOUTH 501.2 FEET OF SAID GOVERNMENT LOT 4;
THENCE SOUTH 88°35'46" EAST, A DISTANCE OF 308.86 FEET TO THE EAST LINE THEREOF;
THENCE SOUTH 00°02'28" WEST ALONG SAID EAST LINE, A DISTANCE OF 156.97 FEET TO THE NORTH RIGHT OF WAY LINE OF JOVITA BOULEVARD EAST;
THENCE NORTH 87°38'43" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1.10 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 294.17 FEET ALONG THE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 470.80 FEET AND A CENTRAL ANGLE OF 35°48'00";
THENCE SOUTH 56°33'17" WEST TANGENT TO SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 128.50 FEET TO THE SOUTH LINE OF THE ABOVE DESCRIBED GOVERNMENT LOT 4;
THENCE NORTH 88°35'46" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1003.26 FEET TO THE POINT OF BEGINNING.

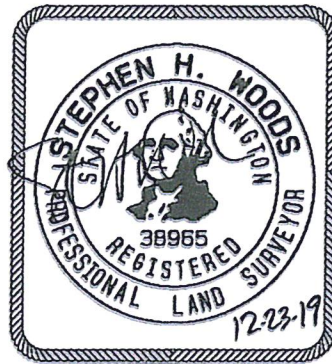
EXCEPT THE WEST 30 FEET FOR MERIDIAN AVENUE;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. S 1233742 AND 1235069;

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NOS .200106070730 AND 200311251365;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

(ALSO KNOWN AS PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 201809215002, RECORDS OF PIERCE COUNTY, WASHINGTON.)



CONTOUR

ENGINEERING • LLC

4706 97th Street Northwest, Suite 100, Gig Harbor, WA 98335. ph 253-857-5454. fax 253-509-0044

EXHIBIT "B"
15' SANITARY SEWER
EASEMENT

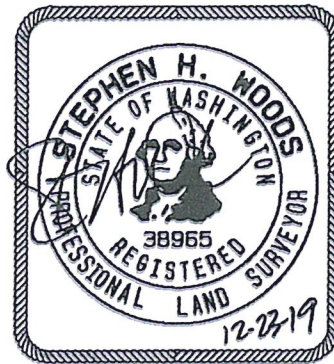
THAT PORTION OF PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 201809215002, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING WITHIN A STRIP OF LAND 15.00 FEET IN WIDTH, BEING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL A;
THENCE SOUTH 01°35'38" WEST ALONG THE EASTERLY LINE THEREOF, A DISTANCE OF 316.50 FEET TO THE SOUTHWEST CORNER OF PARCEL C, DECLARATION OF BOUNDARY LINE REVISION RECORDED UNDER RECORDING NO. 8905190253, RECORDS OF PIERCE COUNTY, WASHINGTON, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 01°35'38" WEST, A DISTANCE OF 34.34 FEET;
THENCE SOUTH 88°35'46" EAST, A DISTANCE OF 214.25 FEET;
THENCE SOUTH 01°35'20" WEST, A DISTANCE OF 39.67 FEET;
THENCE NORTH 01°35'20" EAST, A DISTANCE OF 39.67 FEET;
THENCE NORTH 88°35'46" WEST, A DISTANCE OF 214.25 FEET;
THENCE SOUTH 01°35'38" WEST, A DISTANCE OF 103.40 FEET;
THENCE SOUTH 46°30'00" WEST, A DISTANCE OF 8.44 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 175.36 FEET;
THENCE NORTH 46°24'21" EAST, A DISTANCE OF 9.02 FEET;
THENCE NORTH 01°24'29" EAST, A DISTANCE OF 11.96 FEET;
THENCE SOUTH 01°24'29" WEST, A DISTANCE OF 11.96 FEET;
THENCE SOUTH 46°24'21" WEST, A DISTANCE OF 9.02 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 3.24 FEET;
THENCE SOUTH 43°35'20" EAST, A DISTANCE OF 17.87 FEET;
THENCE SOUTH 01°24'23" WEST, A DISTANCE OF 8.86 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 8.86 FEET;
THENCE NORTH 43°35'20" WEST, A DISTANCE OF 17.87 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 92.50 FEET;
THENCE SOUTH 43°35'20" EAST, A DISTANCE OF 17.02 FEET;
THENCE SOUTH 01°24'29" WEST, A DISTANCE OF 11.96 FEET;
THENCE NORTH 01°24'29" EAST, A DISTANCE OF 11.96 FEET;
THENCE NORTH 43°35'20" WEST, A DISTANCE OF 17.02 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 49.40 FEET;
THENCE NORTH 43°35'37" WEST, A DISTANCE OF 16.21 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 147.23 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 41.67 FEET;
THENCE SOUTH 88°35'37" EAST, A DISTANCE OF 13.49 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 13.49 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 84.17 FEET;
THENCE SOUTH 88°35'37" EAST, A DISTANCE OF 21.99 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 21.99 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 52.59 FEET;
THENCE NORTH 88°35'35" WEST, A DISTANCE OF 21.51 FEET;
THENCE SOUTH 88°35'35" EAST, A DISTANCE OF 21.51 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 12.29 FEET;
THENCE SOUTH 01°24'23" WEST, A DISTANCE OF 190.72 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 17.20 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHWESTERLY A DISTANCE OF 27.49 FEET ALONG THE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 52.50 FEET AND A CENTRAL ANGLE OF 30°00'00";
THENCE NORTH 58°35'37" WEST TANGENT TO SAID CURVE, A DISTANCE OF 193.27 FEET;

THENCE NORTH 01°24'45" EAST, A DISTANCE OF 128.88 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 261.10 FEET;
THENCE SOUTH 01°45'30" WEST, A DISTANCE OF 341.79 FEET;
THENCE NORTH 88°24'22" WEST, A DISTANCE OF 130.71 FEET TO THE TERMINUS OF SAID
CENTERLINE.
SIDELINES SHALL EXTEND AND/OR TRUNCATE TO INTERSECT AT BOUNDARY LINES AND
INTERSECTION.

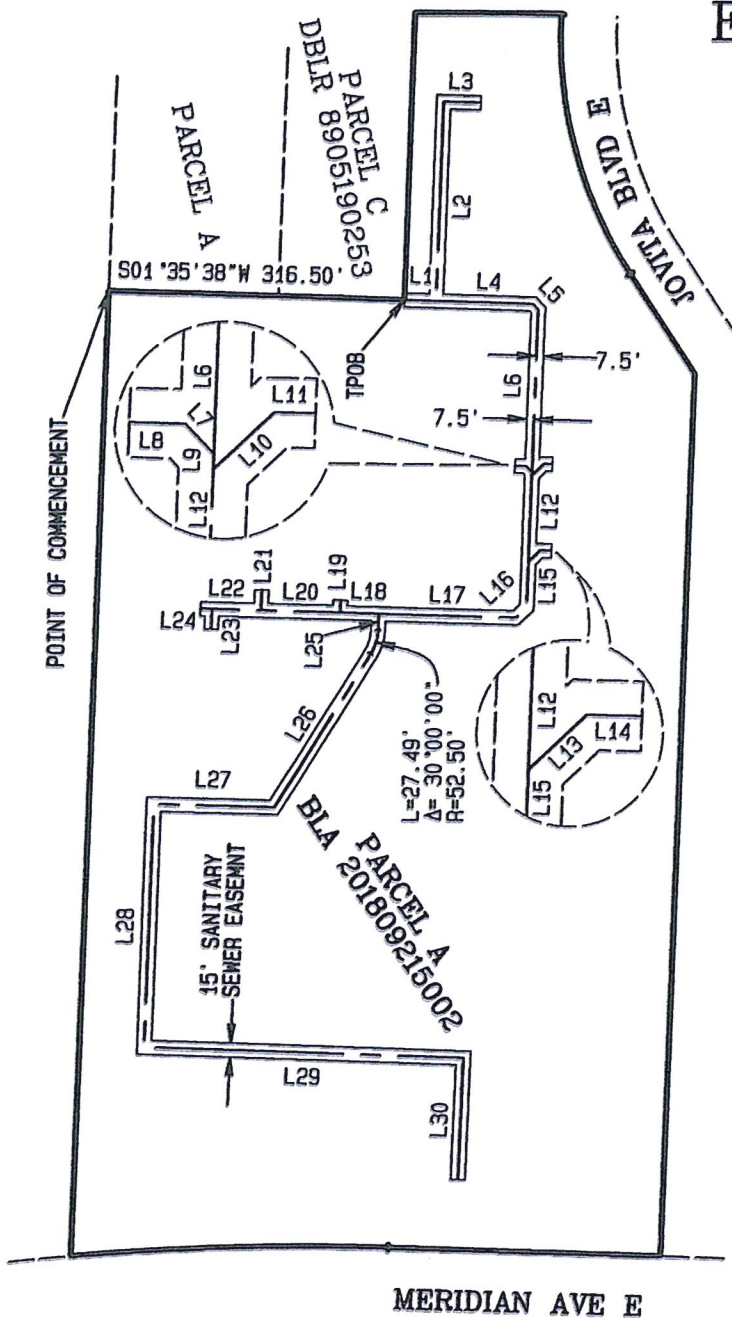
ALL SITUATE IN SECTION 3, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE
MERIDIAN, IN THE CITY OF EDGEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.



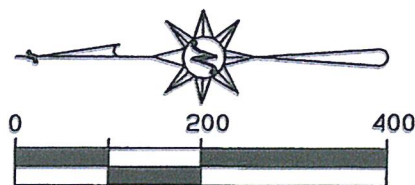
CONTOUR
ENGINEERING • LLC

4706 97th Street Northwest, Suite 100, Gig Harbor, WA 98335. ph 253-857-5454. fax 253-509-0044

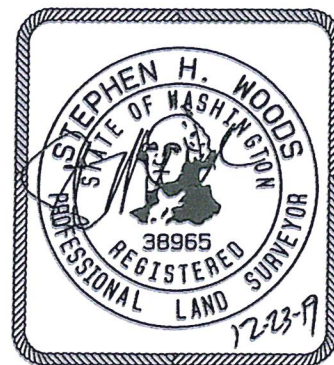
EXHIBIT "C"



LINE	BEARING	DISTANCE
L1	S01°35'38"W	34.34'
L2	S88°35'46"E	214.25'
L3	S01°35'20"W	39.67'
L4	S01°35'38"W	103.40'
L5	S46°30'00"W	8.44'
L6	N88°35'37"W	175.36'
L7	N46°24'21"E	9.02'
L8	N01°24'29"E	11.96'
L9	N88°35'37"W	3.24'
L10	S43°35'20"E	17.87'
L11	S01°24'23"W	8.86'
L12	N88°35'37"W	92.50'
L13	S43°35'20"E	17.02'
L14	S01°24'29"W	11.96'
L15	N88°35'37"W	49.40'
L16	N43°35'37"W	16.21'
L17	N01°24'23"E	147.23'
L18	N01°24'23"E	41.67'
L19	S88°35'37"E	13.49'
L20	N01°24'23"E	84.17'
L21	S88°35'37"E	21.99'
L22	N01°24'23"E	52.59'
L23	N88°35'35"W	21.51'
L24	N01°24'23"E	12.29'
L25	N88°35'37"W	17.20'
L26	N58°35'37"W	193.27'
L27	N01°24'45"E	128.88'
L28	N88°35'37"W	261.10'
L29	S01°45'30"W	341.79'
L30	N88°24'22"W	130.71'



SCALE: 1"=200'



CONTOUR
ENGINEERING • LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
4706 97th Street NW, Suite #100, Gig Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourp11c.com



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0517 - a motion approving Resolution No. 20-0517, Chrisella Property Purchase Agreement	Agenda Item #: 6.A
	For Agenda of: 8/25/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. Preliminary Realignment Exhibit 2. Resolution 20-0517 - Chrisella Road Property Purchase 3. Edgewood_Chrisella Road_Epic Purchase and Sale Agreement_20200812	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/19/2020 Dave Gray 8/19/2020 Daryl Eidinger 8/19/2020	Expenditure Required: \$260,000 Amount Budgeted: Approximately \$920,000 (Total Capital Roads Appropriation) for 2020. Timeline: RCM 08/25/2020

Summary Statement:

The City has appropriated an amount each year for general road improvements, parallel road improvement and acquisition and pedestrian safety improvements. The Transportation Improvement Plan and Capital Improvement Plan provide broadly defined areas of concentration for these activities designed to meet the overarching vision of the City's Comprehensive Plan. The TIP & CIP are modified each year, based upon activities from prior years, known by current year activity and as the Comprehensive Plan is modified over time by the City Council. The Meridian, 36th Street, Chrisella road intersection has been a focus of these plan improvements. The acquisition of land to accomplish these improvements is imperative in the success of this type of long term planning. The property at 3703 Chrisella road provides this type of opportunity and is currently available for purchase by the City. The property has a fire damaged building that will require the city demolish and remove the waste materials both for a public safety and community improvement standpoint, and because the long term plan for the land is to support roadway and pedestrian improvements for safety and traffic flow.

Item History:

SS 08/18/2020

Recommended Action:

MOTION to adopt **AB20-0517** - a motion approving Resolution No. 20-0517, Chrisella Property Purchase Agreement

Fiscal Note/Consideration:

The funding for this land acquisition, while not specified in the appropriation for 2020, is contained in the appropriated Capital Roads Budget and was funded in 2020 with REET2 revenue from 2019 or earlier.

36th & Meridian Park Property

10200

36th Street East

36th

3600



Chrisella Road E

Parcel to be Acquired

Meridian Ave E

3718

3602

RESOLUTION NO. 20-0517

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AUTHORIZING THE MAYOR'S EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF PROPERTY LOCATED AT 3703 CHRISSELLA ROAD IN EDGEWOOD, IN THE AMOUNT OF \$260,000, IN PREPARATION FOR A FUTURE ROAD IMPROVEMENT.

WHEREAS, the 2020 Appropriated City Budget for Capital Roads includes funding for road improvement for public safety, parallel road expansion and pedestrian safety improvements; and

WHEREAS, the property located at 3703 Chrisella Road East in Edgewood became available for sale and was viewed favorably by the Mayor and City staff for its proximity to the intersection of Meridian Ave. E / 36th Street E / Chrisella Road E, which has been identified in the City's Transportation Improvement Plan (TIP) for an intersection improvement; and

WHEREAS, with Council direction, the Mayor has negotiated a Purchase and Sale Agreement with the property owner, based on an appraisal for the property obtained by the City and considering the approximate cost of demolition and waste removal for the existing fire-damaged residence, and is seeking Council approval to execute the document; and

WHEREAS, with Council approval, the City performed a Phase I environmental analysis for hazardous materials, which did not reveal any hazards beyond the removal of the damaged building; and

WHEREAS, should the City be successful in acquiring said property, the Mayor and staff will bring forward a separate resolution and agreement to cause the demolition and waste removal of the existing fire damaged building at a later date; and

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

Section 1. The City Council hereby authorizes the Mayor to execute a Purchase and Sale Agreement for the property located at 3703 Chrisella Road, Edgewood, WA, for \$260,000 plus incidental closing costs, if any.

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

ADOPTED THIS 25TH DAY OF AUGUST, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

Fountain Investments, LLC

and

THE CITY OF EDGEWOOD

A municipal corporation of the State of Washington

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020, between, **Fountain Investments, LLC, a Washington Limited Liability Company**, ("Sellers") and **the City of Edgewood, a municipal corporation of the State of Washington**, its heirs and assigns ("Purchaser").

RECITALS

The property subject to this agreement (the "Property") is described in the attached Exhibit "A" and more fully described in Section 1 of this Agreement.

AGREEMENTS

1. PURCHASE AND SALE OF THE PROPERTY.

Sellers agree to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and accept the Property from Sellers, on the terms and conditions set forth in this Agreement. The "Property" shall include:

- (a) The land legally described in Exhibit "A" attached hereto and made a part hereof (the "Land"), together with all strips and gores, easements, right-of-way, licenses, interests, rights and appurtenances appertaining to the Land, and all rights, titles and interests of Sellers in and to any easements, rights-of-way, or other interests in, on or to any alley, highway, or street in, on across or adjoining the Land, if any; and
- (b) All buildings, fixtures, mechanical systems, other improvements, and any accessions or additions thereto (collectively, "Improvements") located on the Land; and
- (c) Any rights, titles, and interests of Sellers in and to all intangible property owned or held for use in connection with the Property, to the extent assignable, including but not limited to, air rights, water rights, permits, development rights, approvals, licenses, warranties, and plans and specifications (the "Intangible Property"); and
- (d) Any and all other rights, titles, interests, privileges and appurtenances owned by Sellers and in any way related to, or used in connection with, the ownership of the Land and the Improvements; provided Purchaser desires to receive assignment of the same.

2. PURCHASE PRICE.

The total purchase price for the Property is two hundred sixty thousand dollars and no/100 dollars (\$260,000.00) ("Purchase Price").

3. **TITLE TO THE PROPERTY AND TITLE INSURANCE.**

3.1 Sellers shall deliver marketable, fee title to the Property at closing, free and clear of liens and encumbrances (“Encumbrances”), except the Encumbrances accepted by Purchaser as identified in paragraph 3.2 below (“Permitted Encumbrances”)

3.2. The Permitted Encumbrances are identified in First American Title order number 3484923 dated May 27, 2020, attached as Exhibit “B,” and are the following:

- (a) Exception 2 – Declaration of Boundary Line Revision
- (b) Exception 3 – Easement for Utilities

3.3 Sellers will cause all other exceptions or other objections to title to be cleared, removed or remedied on or before the Closing Date as defined below in Paragraph 6.1. If Sellers fail to remove any disapproved exception to title or remedy any other objection to title by the Closing Date, Sellers will be in default under this Agreement and Purchaser may, at Purchaser’s election, terminate this Agreement.

3.4 Purchaser will pay the cost of title insurance.

4. **SELLERS’ OBLIGATIONS.**

Certification of Nonforeign Status: Sellers warrant that Sellers are not “foreign persons” as defined in Section 1445 of the Internal Revenue Code of 1954, as amended, and that such warranty will be true as of the Closing Date. Sellers shall deliver to Purchaser at Closing a Certificate of Nonforeign Status for each Seller, in a form reasonably acceptable to Purchaser, setting forth each Seller’s address and United States taxpayer identification number and certifying that the Seller is not a foreign person as so defined.

5. **PURCHASER’S DUE DILIGENCE.**

5.1 During the period (the “**Due Diligence Period**”) commencing on the Effective Date and ending at 5:00 p.m. on the date which is fifteen (15) calendar days following the Effective Date (the “**Due Diligence Termination Date**”), Purchaser shall have the right to inspect, investigate, test and examine, at Purchaser’s expense, all aspects, matters and conditions relating to the Property and the Purchaser’s intended use thereof, including, but not limited to, zoning, the presence of hazardous or toxic substances, soil conditions, the availability of utilities, and governmental requirements and restrictions affecting the Property. Purchaser’s Due Diligence shall also include a review of the status of all Leases, Licenses and Contracts pertaining to the Property. Sellers shall reasonably cooperate, and shall instruct their agents, employees and representatives to reasonably cooperate in facilitating Purchaser’s Due Diligence of the Property and the proposed transaction. During the Due Diligence Period, Purchaser shall determine, in its sole discretion, that the nature and condition of the Property is suitable for Purchaser’s intended use and that any existing tenants, licensees, or easements on the Property will

not interfere with Purchaser's intended use and that the due diligence information is acceptable. If for any reason the Property is not suitable or the due diligence information is not satisfactory, Purchaser may, at Purchaser's election, terminate this Agreement.

5.2 Purchaser shall pay the costs of all tests, inspections, Due Diligences and reviews conducted pursuant to this Agreement.

5.3 Within five (5) days of the Effective Date, Sellers shall deliver to Purchaser, for inspection and review all reports concerning the condition of the Property and all licenses, permits, improvement agreements, bonds, development agreements, leases, agreements, contracts, documents, instruments, reports, soils or environmental reports, surveys, books and records relating to the Property ("Sellers' Records"). Should Sellers fail to timely deliver to Purchaser all of the Sellers' Records, the Due Diligence Period and Due Diligence Termination Date shall each be extended for one (1) day for each day of delay in Purchaser's receipt of all of the Sellers' Deliveries.

5.4 On or prior to the Due Diligence Termination Date, Purchaser shall notify Sellers of either its election to terminate or of its approval and waiver of all Contingencies. In the event that Purchaser does not give Sellers notice of its election to terminate or its approval and waiver of all Contingencies on or prior to the Due Diligence Termination Date, then such Contingencies shall be deemed waived and Purchaser's option to terminate under this Section 5 will expire.

6. CLOSING.

6.1 Closing Date. This transaction shall be closed at a place, time, and date to be selected by Purchaser and reasonably acceptable to Sellers, but in any event on or before September 25, 2020 (the "**Closing Date**"). The word "**Closing**" refers to the closing of this transaction. Neither party need be physically present at the Closing.

6.2 Manner and Place of Closing. This transaction shall be closed at First American Title Insurance Company located at 712 Shaw Road E, Puyallup, WA 98372.

6.3 Prorations, Adjustments. All ad valorem real property taxes, assessments, utility charges and personal property taxes (collectively, "**Expenses**"), shall be prorated and adjusted between the parties as of the Closing Date. Seller shall arrange for utility services to Seller to be cancelled, in which event, Purchaser shall establish a new account with the utility, and Seller shall be entitled to any deposits on account paid by Seller.

6.4 Payment of the Purchase Price. Purchaser shall pay the total purchase price in cash at Closing, subject to any adjustments provided in this Agreement.

6.5 Payment of Closing Costs. Purchaser will pay all closing costs for this transaction, excluding recurring expenses such as property taxes that are due, any utility charges that are due, and assessments that are due or liens against the Property. Purchaser will pay for title insurance. Purchaser will pay excise tax on \$260,000.00 of

the transaction. Sellers shall pay excise tax on \$-0- of the transaction. Purchaser shall pay the escrow fee. Sellers and Purchaser shall pay their respective attorneys' fees. No real estate commission is associated with this sale of property.

6.6 Events of Closing. Provided the "Escrow Officer" has received the Purchaser's deposit of the purchase price, and is in a position to cause the title insurance policy to be issued in the form agreed to by Purchaser and the title company, this transaction shall be closed on the Closing Date as follows:

- a) Purchaser shall pay to Sellers, by deposit of the entire Purchase Price with the Escrow Officer, in immediately available funds via wire transfer or such other means of funding acceptable to Escrow Officer. The Purchase Price shall be adjusted for the Expenses and costs set forth in Agreement **Section 6.3** and **Section 6.5**.
- b) Any Expenses and costs set forth in Agreement **Section 6.3** and **Section 6.5** required to be paid by Sellers at Closing shall be paid and satisfied of record at Sellers' expense.
- c) Sellers shall deliver to Purchaser or Escrow Officer, as instructed by Purchaser:
 - a. A statutory warranty deed conveying to Purchaser fee simple title to the Property, subject only to the Permitted Encumbrances;
 - b. A bill of sale and assignment, dated the date of Closing, conveying to Purchaser all of the permits, warranties and other rights, to the extent such items are assignable;
 - c. Sellers' Certifications of Nonforeign Status as provided in **Section 4** above;
 - d. Any instrument necessary to release any liens against the Property;
 - e. A Washington real estate excise tax affidavit prepared by the Escrow Officer;
 - f. All documents, records, plans, keys, permits, and other items related to the Property which are in Seller's possession or control;
 - g. (i) Such affidavits and other evidence as the Title Company may require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement; and (ii) satisfactory evidence that all necessary corporate, partnership, or other action on the part of Seller has been taken with respect to the execution and delivery of this Agreement and the consummation of the Transaction so that all of said documents are or will be validly executed and delivered and will be binding upon the Seller;

- h. A certificate, dated as of the date of Closing and executed by Seller, stating that the representations and warranties of Seller contained in this Agreement are accurate in all material respects as of the date of Closing or identifying any representation or warranty which is not, or no longer is, true and correct and explaining the state of facts giving rise to the change. If the certificate delivered by Seller pursuant to this Section indicates any material adverse change in the representations and warranties made by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller, in which event the Deposits paid shall be immediately refunded to Purchaser. Further, if the certificate reflects that Seller materially breached a representation or warranty under Section 8 at the time made, Seller shall also reimburse Purchaser for Purchaser's out-of-pocket expenses in connection with the Transaction; and
- i. Any other instrument or document that may be reasonably required by Purchaser or Escrow Officer to consummate the transaction.

6.7 Possession.

The City of Edgewood will take legal possession immediately after the Closing Date which is September 25, 2020 or upon seller's vacation of the property whichever occurs first. The Property will transfer free and clear of all tenancies and parties in possession four months after the Closing Date or seller's vacation of the property, whichever occurs first.

6.8 Purchaser's Right to Enter and Inspect. Prior to the Closing Date, Purchaser may perform reasonable tests, engineering studies, surveys, soil tests, and other inspections, studies and tests on the Property as Purchaser may deem necessary, at Purchaser's expense. Purchaser shall defend, indemnify and hold Seller harmless for, from and against any claim, loss or liability or any claim of lien or damage in connection with any entry on the Property by Purchaser or any activities on the Property by Purchaser, its agents, employees and independent contractors except such as may result from the mere discovery of existing conditions. This obligation to defend, indemnify and hold Seller harmless shall survive any termination or rescission under this Agreement, including when provisions recite that this Agreement is null and void or shall have no further force and effect

6.9 Material Casualty Loss. A material casualty to the Property prior to closing will cause this agreement to terminate at the option of the parties. Notice of termination shall be provided to the other party within five business days of that party receiving actual notice of such material casualty loss.

7. FAILURE TO CLOSE.

7.1 Purchaser's Remedies. If, due to no fault or delay on the part of the Purchaser, the Sellers, or any one of them, for any reason fail to close the purchase of the Property, the Purchaser may at its option exercise any remedy available to it by law or in equity under the circumstances including, but not limited to, the remedy of specific performance and enforcement of this Agreement through an action in eminent domain. In the event of a breach by Seller of obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect only one of the following two remedies: (a) terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser, and Purchaser shall be entitled to recover damages from Seller resulting from such breach; or (b) enforce specific performance of this Agreement against Seller, including the right to recover attorneys' fees. Notwithstanding the foregoing, the limitation of remedies provision does not limit Seller's obligations under the Surviving Provisions. After Closing, in the event of a breach by Seller of its obligations under any Surviving Provisions, Purchaser may exercise any rights and remedies available at law or in equity.

7.2 Sellers' Remedies. In the event of a breach by Purchaser of obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller's sole remedy shall be to terminate this Agreement and retain all Deposits paid, and any earnings thereon, as liquidated damages but not as a penalty. PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF ALL DEPOSITS PAID IS A REASONABLE ESTIMATE OF SUCH ACTUAL DAMAGES, AND THAT SELLER'S REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN ALL DEPOSITS PAID AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES. Notwithstanding the foregoing, this liquidated damages provision does not limit Purchaser's obligations under any surviving provisions. After Closing, in the event of a breach by Purchaser of its obligations under any surviving provisions, Seller may exercise any rights and remedies available at law or in equity.

8. REPRESENTATIONS; CONDITION OF PROPERTY.

8.1 Sellers' Representations and Warranties. To Sellers' knowledge, Sellers represent, warrant and covenant to Purchaser as follows:

- a) Sellers have no knowledge of pending or threatened litigation or judicial, municipal, or administrative proceedings concerning the Property. o Seller's knowledge, there

is no legal action of any kind or nature affecting the Property which will in any way affect Purchaser following the purchase of the Property.

- b) Sellers have received no notices of violation of laws concerning the Property other than the violation issued by the City of Edgewood.
- c) The persons who have executed this Agreement have been duly authorized to do so by Sellers. All documents delivered at Closing will be executed by a duly authorized person. Sellers have a good and legal right to enter into this Agreement, to perform all covenants of Sellers contained in this Agreement in accordance with its terms, and to sell the Property in accordance with this Agreement.
- d) There are no outstanding agreements of sale, options, leases, rights of first refusal, or other rights of third parties to acquire the Property or any interest therein, except this Agreement.
- e) Sellers are aware of no environmental contamination or hazardous materials on, under, or affecting the Property. Hazardous Materials means: (a) substances defined as “hazardous substances,” “hazardous materials,” or “toxic substances” under federal, state or local law; (b) asbestos and any form of urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls; (c) petroleum and/or petroleum products or by-products; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of the properties adjacent to the Property. In the event environmental contamination or hazardous materials are found on the Property and determined to be caused by Sellers or their predecessor(s) in interest, Sellers agree to defend, indemnify, and hold the Purchaser harmless against any claim for damages, injunctive relief or administrative enforcement.
- f) To Seller's knowledge, there currently are no underground storage tanks on the Property.
- g) The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.
- h) Any contracts disclosed as part of the Property Documents, and/or shown as exceptions on the Title Commitment, constitute all of the Contracts affecting the Property. Seller has not received any written notice of uncured default and Seller has no knowledge of any existing uncured defaults under the contracts.

- i) Seller has not received any written notice of, and Seller has no knowledge of, any threatened or actual cancellation or suspension of any certificate of occupancy or other certificate, license or permit for any portion of the Improvements.
- j) Before Closing, Sellers may not create, or voluntarily permit to be created, any liens, easements, encumbrances, tenancies or other conditions instruments affecting the occupation, use, enjoyment, maintenance or operation of all or any part of the Property without Purchaser's prior written consent, which Purchaser may withhold in its sole discretion.

8.2 Survival. All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date and shall survive Closing and not be merged into any documents delivered at Closing. It is understood and agreed that the Purchaser may assign this Agreement.

9. GENERAL PROVISIONS.

9.1 Time of Essence. A material consideration to Sellers' entering into this transaction is that Purchaser will close the purchase of the Property by the Closing Date described above. Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

9.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns.

9.3 Notices. Notices under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, a notice shall be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other parties at the address shown below. Any party may change its address for notices by at least fifteen (15) days advance written notice to the other. The address of each party to this Agreement for purposes of notice shall be as follows:

Sellers: Fountain Investments, LLC
 Isaac Marat
 18026 10th Avenue NE
 Shoreline WA 98155

Purchaser: The City of Edgewood
 Jeremy Metzler, P.E.
 Public Works Director
 2224 104th Avenue East
 Edgewood, WA 98372

9.4 Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any

breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

9.5 Attorneys' Fees. In the event suit, arbitration or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

9.6 Integration. This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties and states the entire agreement of the parties, and the Parties shall not be bound by any stipulations, representations, agreements or promises, oral or otherwise, not included in or attached to this Agreement.

9.7 Applicable Law. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Washington.

9.8 Brokers. The Parties represent and warrant that no party has had dealings with any broker working on a commission basis in connection with negotiation or execution of this Agreement. Each party shall defend, indemnify, and hold the other party harmless from any claim, loss, or liability made or imposed by any other person claiming a commission or fee in connection with this transaction and arising out of its own conduct. The provisions of this Section shall survive the Closing or the termination of this Agreement.

9.9 Changes in Writing. This Agreement and any of its terms may only be changed, waived, discharged or terminated by a written instrument signed by both parties.

9.10 Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party shall extend to such party's members, elected officials, officers, employees, and agents.

9.11 Facsimile Signatures. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Escrow Officer, the parties shall confirm facsimile transmitted signatures by signing an original document.

9.12 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

9.13 Invalidity of Provisions. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect as long as the substance of the transactions contemplated

hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible.

9.14 Saturday, Sunday and Legal Holidays. If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

9.15 Survival of Covenants. Any covenants and agreements which this Agreement does not require to be fully performed prior to the Closing Date shall survive the Closing Date and shall be fully enforceable thereafter in accordance with their terms.

9.16 Expiration of Offer. Upon execution of this Agreement by one of the parties, this Agreement shall constitute an offer to sell or purchase the Property on the terms and conditions set forth herein. If such offer is not accepted in writing by the other party within twenty-one days (21) days following delivery, such offer shall automatically expire and terminate, unless the term of such offer is extended in writing by the executing party.

10. Additional Provisions

10.1 Approval. This Purchase and Sale Agreement is subject to approval and acceptance by several Departments of the City of Edgewood, including the City Attorney, Finance, and the Mayor. This Agreement may also require approval from City Council. Purchaser will not be deemed to have signed this Agreement under Paragraph 10.2 until the date that all necessary City department approvals have been received and the Agreement has been signed by the Mayor.

10.2 Effective Date. The date on which the last of Sellers and Purchaser signs this Agreement is the "Effective Date" of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the day and year first above written.

SELLER: Fountain Investments, LLC

By: _____

Date: _____, 2020

PURCHASER: The City of Edgewood

By: _____
Daryl Eiding, Mayor

Attest:

By: _____
Name: _____
By: _____

Approved as to form:

Ann Marie Soto, City Attorney

Exhibit A

The land in the County of Pierce, State of Washington, described as follows:

PARCEL A :

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH 89°55'29" EAST 527.08 FEET, ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE EAST LINE OF THE WEST HALF OF THE EAST 16 RODS OF SAID SUBDIVISION;
THENCE SOUTH 00°39'33" EAST 168.08 FEET, ALONG THE EAST LINE OF SAID WEST HALF TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00°39'33" EAST 150.81 FEET TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID SUBDIVISION;
THENCE NORTH 89°52'55" WEST 131.26 FEET, ALONG THE NORTH LINE OF SAID SOUTH 330 FEET TO THE EAST LINE OF THE WEST 24 RODS OF SAID SUBDIVISION;
THENCE NORTH 00°37'30" WEST 124.45 FEET, ALONG THE EAST LINE OF SAID WEST 24 RODS;
THENCE NORTH 43°12'48" EAST 36.09 FEET; THENCE SOUTH 89°52'55" EAST 106.17 FEET, PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS PARCEL B OF BOUNDARY LOT LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER [9302080699](#));

PARCEL B :

A NON EXCLUSIVE EASEMENT AS CREATED UNDER RECORDING NO [9301110127](#).





City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0518 - a motion approving Resolution No. 20-0518, nominating Mayor Daryl Eiding of the City of Edgewood to serve as a member of the Board of Commissioners for Pierce Transit representing the cities of Puyallup and Edgewood	Agenda Item #: AB20-0518
	For Agenda of: 8/25/2020
	Prepared by: Rachel Pitzel
Attachments (list): 1. Pierce Transit Board Resolution 2. Ballot 3. Pierce Transit Letter and bylaws	
Approval of Materials: Rachel Pitzel Rachel Pitzel 8/20/2020 Dave Gray 8/20/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 08/25/2020 Regular Council Meeting

Summary Statement:

The position on the Board of Commissioners for Pierce Transit is elected by the cities of Puyallup and Edgewood within the Pierce Transit boundary. This position is currently served by Mayor Eiding and opens for new appointment beginning October 12, 2020.

Pierce Transit is required to seek a nominee from the cities and towns that are represented by this position according to their Bylaws. All nominees must be an elected official, and the current term limit is three years, or until the commissioner is no longer serving as an elected official.

Item History:

Recommended Action:

MOTION to adopt **AB20-0518** - a motion approving Resolution No. 20-0518, nominating Mayor Daryl Eiding of the City of Edgewood to serve as a member of the Board of Commissioners for Pierce Transit representing the cities of Puyallup and Edgewood

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 20-0518

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, NOMINATING MAYOR DARYL EIDINGER OF THE CITY OF EDGEWOOD TO SERVE AS A MEMBER OF THE BOARD OF COMMISSIONERS FOR PIERCE TRANSIT REPRESENTING THE CITIES OF EDGEWOOD AND PUYALLUP

WHEREAS, on March 13, 2018 the City of Edgewood Council nominated by a motion Mayor Daryl Eiding to serve on the Pierce Transit Board of Commissioners; and

WHEREAS, The City of Edgewood is represented on the Pierce Transit Board through a “collective” representative elected from the cities of Edgewood and Puyallup; and

WHEREAS, each of the Councils of Edgewood and Puyallup has the opportunity to submit their ballot from among their respective councils; and

WHEREAS, Board Members terms are for a three-year period beginning October 12, 2020;

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

Section 1. Edgewood City Council nominates Mayor Daryl Eiding for the Edgewood/Puyallup position on the Pierce Transit Board of Commissioners, representing Edgewood and Puyallup, and authorizes the submittal of the ballot along with a copy of this resolution to Pierce Transit no later than 5:00pm on August 26, 2020.

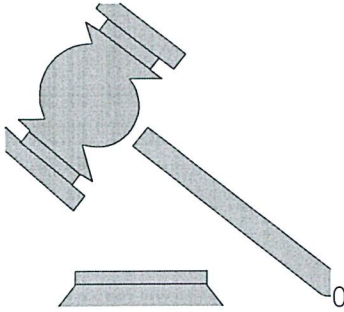
ADOPTED THIS 25TH DAY OF AUGUST, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
BALLOT



NOMINATION FORM

The city/town of *(insert name of your municipality)*

wishes to nominate Councilmember/Mayor *(insert nominee's name)*

_____ of the City of

*(insert municipality name here)*_____ to serve as

a member of the Board of Commissioners for Pierce Transit who will represent the Cities of Puyallup and Edgewood and will fill a three-year term beginning October 12, 2020. After all nominations are received, a final ballot listing all nominees will be distributed to the cities for final vote.

Date: _____

By: _____

Title: _____

**Please return Nomination Form to Pierce Transit no later than
5:00 PM on August 26, 2020.**

Djacobson@piercetransit.org

P: 253-581-8066

August 7, 2020

Rachel Pitzel
City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372

Subject: Notice of Proposed Changes to Pierce Transit Bylaws to Reflect New Composition of the Board

Dear Ms. Pitzel,

On July 22, 2020, Pierce Transit convened a meeting comprised of members of the Pierce County Council and elected officials from the cities and towns within the Public Transportation Benefit Area, also known as the Pierce Transit service area, to review the composition of the Board. This meeting is conducted every four years.

The participating members unanimously voted to change the composition of the Board as follows:

New Composition		Former Composition	
Jurisdiction(s)	# of Seats	Jurisdiction(s)	# of Seats
Pierce County	2	Pierce County	2
Tacoma (Change)	3	Tacoma	2
Lakewood	1	Lakewood	1
Puyallup, Edgewood (Change)	1	Puyallup	1
University Place, Fircrest (Change)	1	University Place	1
Auburn, Pacific, Gig Harbor, Steilacoom, Ruston, Milton, Fife (Change)	1	Fife, Milton, Edgewood	1
		Auburn, Pacific, Gig Harbor, Steilacoom, Fircrest, Ruston	1
Total	9	Total	9

Pierce Transit is required to change its Bylaws to reflect the new composition of the Board that was approved at the July 22, 2020 Board Composition Review Meeting. Pursuant to Section 2.01.020 of the Pierce Transit Code, the Agency must give thirty (30) days' notice to all jurisdictions within the Pierce

Transit service area of any proposed amendments before adoption. Because your jurisdiction is within our service area, please consider this as formal notification of intent to amend the Bylaws at the Pierce Transit Board of Commissioners' Meeting to be held on September 14, 2020.

Please find enclosed the proposed amendments to Pierce Transit's Bylaws Section 2.02.010 – Board Composition and Terms. The proposed revisions reflect the new composition of the Board and new legislation that went into effect August 1, 2018, addressing proportional representation of public transportation benefit areas in accordance with RCW 36.57A.050. The proposed amendments are provided in redline format for convenience. No other revisions to the Bylaws are proposed at this time.

No action from your jurisdiction is required but if you would like to provide written comments/concerns on the proposed changes, please forward those to me by September 10, 2020. The Board is scheduled to consider and adopt the proposed amendments at their regular meeting scheduled for September 14, 2020.

Should you have any questions, please do not hesitate to contact me at Djacobson@piercetransit.org, or by phone at 253-581-8066.

Best regards,



Deanne Jacobson
Clerk of the Board/Public Records Officer

Attachments: Proposed Amendments to Pierce Transit Bylaws in redline format

cc: Pierce Transit Board of Commissioners



Part 2 - BYLAWS

Chapter 2.01 - BYLAWS

2.01.010 - Bylaws.

All sections in Part 2 of this Code are the bylaws of the Pierce Transit Board of Commissioners ("board").

2.01.020 - Amendments.

These bylaws may be added to or changed by an affirmative vote of five voting members in attendance at any board meeting where a 30-day written notice of such meeting has been sent to all legislative bodies within the jurisdiction of Pierce Transit. The 30-day written notice shall advise all of the legislative bodies within the boundaries of Pierce Transit of the proposed changes which are to be considered.

Chapter 2.02 - MEMBERSHIP

2.02.010 - Board composition and terms.

- A. Pursuant to RCW 36.57A.050, the membership of the Pierce Transit Board must be selected to assure proportional representation, based on population, of each of the component cities located within the public transportation benefit area, to the extent possible within the restrictions placed on the size of the governing body of a public transportation benefit area. If necessary, to assure such proportional representation, multiple cities may be represented by a single elected official from one of the other cities. As established after review of board composition held in accord with RCW 36.57A.055, the board consists of nine voting members and may include one nonvoting member, selected as follows:
1. ~~Two-Three~~ voting members voted by the city council of the City of Tacoma;
 2. One voting member voted by the city council of the City of Lakewood;
 3. Two voting members voted by the Pierce County Council;
 4. One voting at-large member voted on by the Puyallup and Edgewood eCity Ceouncils of Puyallup;
 5. One voting at-large member voted on by the University Place and Fircrest eCity Ceouncils of University Place;
 6. One voting at-large member voted on by the Fife, Edgewood, and Milton, Auburn, Gig Harbor, Pacific, Ruston and Steilacoom City Councils;
 7. ~~One voting at-large member voted by the representatives of the city and town councils of Auburn, Fircrest, Gig Harbor, Pacific, Ruston and Steilacoom.~~
 - 7.8. One nonvoting member, pursuant to RCW 36.57.030(5), who may serve on the board upon recommendation by the labor organization representing Pierce Transit's public transportation employees. If Pierce Transit's employees are represented by more than one labor organization, all such labor organizations shall select the nonvoting member by majority vote. The nonvoting member shall comply with all governing bylaws and policies of Pierce Transit.
- B. All voting members of the board must be elected officials of the jurisdiction they represent.
- C. The members of the board shall serve a three-year term. Each voting member shall hold a seat on the board until:

2.03.010 - Regular.

The regular meetings of the board shall be held at 3720 96th Street SW, Lakewood, Washington, at the hour of 4:00 p.m. on the second Monday of each month. However, the board may designate an alternative regular meeting location and/or an alternative regular meeting date whenever the board finds it in the best interests of Pierce Transit. 2.03.020 - Special.

Special meetings of the board may be called at any time by the chairperson or by a majority of the members of the board by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the governing body with a copy to the clerk of the board. The clerk of the board shall then give notice to the public and members of the board in accord with the Open Public Meetings Act, RCW 42.30 as may be amended from time to time. As needed, the board may hold study sessions which shall be considered special meetings, and administered as such.

2.03.030 - Quorum.

Five voting members of the board is a majority and shall constitute a quorum. A quorum is required for any action of the board, including conducting public hearings.

2.03.040 - Chairperson.

The chairperson shall preside at all meetings of the board. In the event of their absence from any meeting, the vice-chairperson shall perform the duties of the chairperson. Absence is defined as the chairperson being unable or unwilling to conduct the duties and business of the position of chairperson. The chairperson shall be a voting member of the board with a vote equal in weight to the vote of any commissioner.

2.03.050 - Voting and authority decisions.

All voting members in attendance at board meetings, including the chairperson, may vote on matters brought before the board. All votes taken shall be by voice vote unless a roll call is requested by a member of the board present at the meeting.

A majority vote of the votes cast at a meeting at which a quorum is present and at least four affirmative votes are required for approval of an action, decision, or choice by the board unless a greater number is required by law, Robert's Rules of Order Newly Revised, or by these by-laws. The majority vote must have at least four affirmative votes if only five voting members are present. Motions drawing a tie vote shall be deemed lost.

2.03.060 - Order of business, consent agenda, and action of the board.

The clerk of the board may alter the order of business for a particular board meeting for purposes of efficiency or to accommodate special needs of board members, staff or the public upon direction of, or with the approval of, the chairperson or chief executive officer.

The consent agenda allows for action to be taken on all items on the consent agenda by one motion. Any voting member may remove an item from the consent agenda for consideration as regular business. Action on any item on the consent agenda is equal in effect to any action approved as regular business.

Action of the board shall be by motion or resolution as required by law.

2.04.030 - Duties of chair and vice chair.

In addition to the powers and duties granted by these bylaws, the chairperson and vice chairperson shall have such other powers and duties as shall be prescribed by law or by resolution of the board. In the absence of the chairperson, the vice-chairperson shall perform the duties of the chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairperson. The vice-chairperson shall perform other duties as may be assigned to him/her by the chairperson or by the board.

Chapter 2.05 - COMMITTEES

2.05.010 - Committees.

Committees of the board shall be created from time to time by act of the voting members of the board as needed to facilitate the conduct of business. Except where a motion is adopted with respect to a particular committee specifying a different method of appointment, the chairperson shall make the appointments to such committees. Terms of committee members should coincide with their term on the board.

Chapter 2.06 - RECORDS OF THE BOARD

2.06.010 - Board action and other legal documents.

All board minutes, records of board action, resolutions, and written contractual obligations of Pierce Transit are to be retained by the clerk of the board and made part of the agency official files, which shall be maintained as required by law. The clerk of the board is Pierce Transit's agent for service of process and is responsible for administering the official seal of Pierce Transit.

Chapter 2.07 - APPOINTED POSITION

2.07.010 - Chief executive officer.

The voting members of the board shall appoint a chief executive officer who shall be responsible for the administrative functions of Pierce Transit and who shall have such power and perform such duties as shall be prescribed by law and action of the board.