



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, September 8, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. PRESENTATION

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 25, 2020

B. Study Session Minutes of September 1, 2020

C. AB20-043 - a motion approving September 2020 Budget Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; IRS 941; and AWC Benefit Trust ACH's in the amount of \$165,379.45; and Vendor Check Numbers 24522 through 24540 with EFT and Direct Pay Payments in the amount of \$328,736.77. Total distributions submitted for review and authorization in the amount of \$494,116.22

D. AB20-0519 - approving Resolution 20-0519, authorizing the Mayor to execute an agreement with Nourish Pierce County for the distribution of Cares Act Funds to assist in reducing food source instability as a result of the Covid-19 pandemic

E. AB20-0520 - a motion approving Resolution 20-0520, authorizing the Mayor to execute an interagency agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Local Governments

F. AB20-0521 - a motion approving Resolution 20-0521, authorizing the Mayor to execute a contract with CDW Government LLC to migrate the city's phone system to the Microsoft Cloud Teams phone system as a result of the Covid-19 pandemic

G. AB20-0522 - a motion approving Resolution 20-0522, awarding the contract for Edgewood Community Park to Active Construction Incorporated in the amount of \$3,621,672.08

H. AB20-044 - Speed Limit Radar Signs

6. COUNCIL BUSINESS

A. AB20-0523 - a motion approving Resolution 20-0523, Granting Final Plat approval to the plat of Volente

B. AB20-045 - voting for a representative to serve on the Pierce Transit Board to represent 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.

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

08/25/2020 REGULAR COUNCIL MEETING MEETING AGENDA SUMMARY

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

1 CALL TO ORDER

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

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

Excused: Councilmember West

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, Sergeant Burke

2 PRESENTATION

A. Award Presentation - Chief Heishman

Chief Heishman was unable to appear for the presentation. It will be rescheduled and brought back at a later date.

3 AUDIENCE COMMENT

4 MAYOR'S REPORT

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

5 CONSENT AGENDA

A. Regular City Council Meeting Minutes of 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
Motion: Action: Approve **Moved By:** Councilmember Christopherson **Seconded By:** Deputy Mayor Creley Motion passed (6-0)

6 COUNCIL BUSINESS

- A. **AB20-0517** - a motion approving Resolution No. 20-0517, Chrisella Property Purchase Agreement
Public Works Director Metzler discussed this agenda item with Council.
Motion: Action: Approve **Moved By:** Councilmember Lowry **Seconded By:** Councilmember Wise Motion passed (6-0)
- 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
Mayor Eidinger discussed this agenda item briefly with Council explaining the reasons for the boundary changes, discussion then ensued.
Motion: Action: Approve **Moved By:** Councilmember Wise **Seconded By:** Councilmember Tomyn Motion passed (6-0)

7 COUNCIL COMMENTS

Councilmember Wise spoke.
Councilmember Day spoke.
Deputy Mayor Creley spoke.
Councilmember Tomyn spoke.

8 ADJOURN

Mayor Eidinger adjourned the meeting at 7:39pm

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



CITY OF EDGEWOOD

09/01/2020 STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, September 1, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

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

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

2 COUNCIL BUSINESS

A. Discussion – Equity, Diversity & Inclusion (Trainings, Planning, etc)

Mayor Eidinger addressed Council participating in an upcoming Fife Milton Edgewood Chamber provided training, discussion then ensued on any requirement to do so. Council then reviewed other trainings available to them.

B. Discussion – Term Limits

Mayor Eidinger and Council discussed the history of the city, and the pros and cons of placing term limits on the position of Mayor. Council requested the topic be moved forward to the upcoming Regular Council Meeting.

C. Discussion – Resolution - Food Bank Donation

Assistant City Administrator Gray reviewed the specifics of this agenda item with Council.

D. Discussion - Resolution - Cares Act Agreement

Assistant City Administrator Gray discussed this topic in detail.

E. Discussion - Resolution - 36th & Meridian Park Construction Contract

Public Works Director Metzler reviewed the contracts for the park with Council. Council requested this item be placed on the Consent Agenda at the next Regular Council Meeting.

F. Discussion – 36th and Meridian Park Naming

Public Works Director Metzler provided the list of names Council suggested for review. Council narrowed down the list and agreed to send it to the Parks and Recreation Advisory Board to review at their upcoming meeting.

G. Discussion - Speed Limit Radar Signs

Public Works Director Metzler reviewed this agenda item and the plan for better signage for future use. Council was in favor of moving it forward to the upcoming Consent Agenda.

H. Discussion – Resolution - Statement of Work CDW-G Teams Phone System

IT Director Ray brought this item forward for discussion. Council was in favor of moving this item forward to the upcoming Consent Agenda.

3 OTHER COUNCIL ITEMS

Councilmember Day spoke.

Councilmember Tomyn spoke.

4 ADJOURN

Mayor Eidinge adjourned the meeting at 8:33pm

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinge, Mayor



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-043 - a motion approving September 2020 Budget Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; IRS 941; and AWC Benefit Trust ACH's in the amount of \$165,379.45; and Vendor Check Numbers 24522 through 24540 with EFT and Direct Pay Payments in the amount of \$328,736.77. Total distributions submitted for review and authorization in the amount of \$494,116.22	Agenda Item #: 5C
	For Agenda of: 09/08/2020
	Prepared by: Stephanie Goff
Attachments (list): 1. 090820 Claims Register 2. 090820 Voucher Directory	
Approval of Materials: Stephanie Goff Dave Gray 9/3/2020 Daryl Eidinger 9/3/2020	Expenditure Required: \$494,116.22
	Amount Budgeted: N/A
	Timeline: N/A

Summary Statement:

Approving August 2020 Budget Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; IRS 941; and AWC Benefit Trust ACH's in the amount of \$165,379.45; and Vendor Check Numbers 24522 through 24540 with EFT and Direct Pay Payments in the amount of \$328,736.77. Total distributions submitted for review and authorization in the amount of \$494,116.22

Item History:

N/A

Recommended Action:

A motion approving AB20-043 September 2020 budgeted expenditures, under the Consent Agenda.

Fiscal Note/Consideration:

N/A

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
<u>AWC EFT 8/31/2020</u>	AWC Employee Benefit Trust	8/31/2020	\$42,854.66
<u>DCP EFT 8/31/2020</u>	Deferred Compensation Program	8/31/2020	\$13,660.65
<u>Direct Deposit Run -</u>	Payroll Vendor	8/31/2020	\$77,077.89
<u>DRS EFT 8/31/2020</u>	Dept of Retirement Systems	8/31/2020	\$19,207.00
<u>DSHS-DCS EFT</u>	WA State Support Registry	8/31/2020	\$275.00
<u>IRS 941 EFT 8/31/2020</u>	IRS 941	8/31/2020	\$12,304.25
Total			\$165,379.45

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
24521 Last Number Issued Previous Authorization			
<u>24522</u>	A & R Services dba Angela Rojo	9/8/2020	\$835.00
<u>24523</u>	Berger Partnership	9/8/2020	\$13,210.00
<u>24524</u>	Bluebeam, Inc.	9/8/2020	\$4,668.55
<u>24525</u>	Drain-Pro	9/8/2020	\$2,800.81
<u>24526</u>	ESI Security	9/8/2020	\$12.09
<u>24527</u>	Grainger	9/8/2020	\$468.94
<u>24528</u>	Gray & Osborne, Inc	9/8/2020	\$25,125.26
<u>24529</u>	Kelly Imaging Systems, Inc.	9/8/2020	\$102.44
<u>24530</u>	McKinstry Co, LLC	9/8/2020	\$20,177.33
<u>24531</u>	National Barricade Co., LLC	9/8/2020	\$1,892.00
<u>24532</u>	Office Depot	9/8/2020	\$86.03
<u>24533</u>	Oregon Freeze Dry	9/8/2020	\$5,285.16
<u>24534</u>	Pierce County Budget & Finance PW	9/8/2020	\$5,197.99
<u>24535</u>	Pierce County Budget & Finance Sheriff	9/8/2020	\$234,053.33
<u>24536</u>	Rhay Design LLC	9/8/2020	\$2,000.00
<u>24537</u>	Staples	9/8/2020	\$4,298.54
<u>24538</u>	United States Postal Service	9/8/2020	\$1,094.22
<u>24539</u>	Utilities Underground Location Center	9/8/2020	\$303.15
<u>24540</u>	WA Assoc. of Building Officials	9/8/2020	\$340.00
<u>Direct Pay Payment</u>	Amazon Capital Services	9/8/2020	\$303.14
<u>Direct Pay Payment</u>	Julie Dyer	9/8/2020	\$1,141.00
<u>Direct Pay Payment</u>	Monarch Landscape Holdings	9/8/2020	\$1,129.77
<u>EFT Payment 9/3/2020</u>	Century Link	9/8/2020	\$268.05
<u>EFT Payment 9/3/2020</u>	Comcast	9/8/2020	\$90.23
<u>EFT Payment 9/3/2020</u>	Comcast Business	9/8/2020	\$1,070.88
<u>EFT Payment 9/3/2020</u>	McLendon Hardware-Blue Tarp Credit Services	9/8/2020	\$371.63
<u>EFT Payment 9/3/2020</u>	Mt. View-Edgewood Water Co.	9/8/2020	\$326.90
<u>EFT Payment 9/3/2020</u>	The Reinalt-Thomas Corp DBA Discount Tire	9/8/2020	\$649.89
<u>EFT Payment 9/3/2020</u>	Thyssenkrupp Elevator Corp.	9/8/2020	\$1,066.27
<u>EFT Payment 9/3/2020</u>	Wells Fargo Vendor Fin Serv	9/8/2020	\$368.17

Total Claims Voucher Distribution	\$328,736.77
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Total Distribution Submitted for Review & Authorization	\$494,116.22
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$494,116.22
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

Accounting Manager, Stephanie Goff

Mayor, Daryl Eidinger

Council Member



Voucher Directory

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

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo					
	24522		2020 - September - 1st Council Meeting		
		506			
			September Services		
			001-018-000-518-30-41-01	Professional Services	\$835.00
				Monthly Janitorial Svs. for Sept 2020	
		Total 506			\$835.00
	Total 24522				\$835.00
Total A & R Services dba Angela Rojo					\$835.00
Amazon Capital Services					
	Direct Pay Payment 9/3/2020 10:39:32 AM - 1		2020 - September - 1st Council Meeting		
		13DF-PPP7-JNPL			
			August Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$27.46
				Noise Canceling Headset	
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$136.40
				Face Shields (10)	
		Total 13DF-PPP7-JNPL			\$163.86
		13DF-PPP7-LTJN			
			August Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$34.43
				Command Cord Clips, Pens	
		Total 13DF-PPP7-LTJN			\$34.43
		1M1W-L3DP-7YV6			
			August Purchases		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$46.72
				Disinfecting Wipes	
		Total 1M1W-L3DP-7YV6			\$46.72
		1RVT-PJMW-FX9V			
			August Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$27.42
				Card Stock	
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$24.17
				Nitrile Gloves	
		Total 1RVT-PJMW-FX9V			\$51.59

Vendor	Number	Reference	Account Number	Description	Amount
		1WTV-6QN9-WHX6			
			August Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$6.54
				Hand Soap	
		Total 1WTV-6QN9-WHX6			\$6.54
	Total Direct Pay	Payment 9/3/2020 10:39:32 AM - 1			\$303.14
Total Amazon Capital Services					\$303.14
Berger Partnership					
24523				2020 - September - 1st Council Meeting	
		32611			
			July Services- Prj. 20195029.00		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$13,210.00
				36th & Meridian Phase One	
		Total 32611			\$13,210.00
	Total 24523				\$13,210.00
Total Berger Partnership					\$13,210.00
Bluebeam, Inc.					
24524				2020 - September - 1st Council Meeting	
		1315899			
			Annual Maintenance/License Renewal		
			001-018-000-518-85-49-03	Computer Subscriptions	\$2,096.89
				Annual Maintenance/License Renewal	
		Total 1315899			\$2,096.89
		1316323			
			Studio Prime Annual Renewal		
			001-018-000-518-85-49-03	Computer Subscriptions	\$2,571.66
				Studio Prime Annual Renewal	
		Total 1316323			\$2,571.66
	Total 24524				\$4,668.55
Total Bluebeam, Inc.					\$4,668.55
Century Link					
	EFT Payment 9/3/2020 10:40:50 AM - 1			2020 - September - 1st Council Meeting	
		253-927-2018 680 8/25-9/25/20			
			8/25-9/25/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$135.85
				Elevator and Fire Alarm Line	
		Total 253-927-2018 680 8/25-9/25/20			\$135.85
		253-952-3537 889 8/22-9/22/20			
			8/22-9/22/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$132.20

Vendor	Number	Reference	Account Number	Description	Amount
				Fax Line	
			Total 253-952-3537 889 8/22-9/22/20		\$132.20
			Total EFT Payment 9/3/2020 10:40:50 AM - 1		\$268.05
Total Century Link					\$268.05
Comcast					
			EFT Payment 9/3/2020 10:40:50 AM - 2	2020 - September - 1st Council Meeting	
			8498 35 021 0602869 8/29-9/28/20		
			8/29-9/28/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$90.23
			City Hall Internet		
			Total 8498 35 021 0602869 8/29-9/28/20		\$90.23
			Total EFT Payment 9/3/2020 10:40:50 AM - 2		\$90.23
Total Comcast					\$90.23
Comcast Business					
			EFT Payment 9/3/2020 10:40:50 AM - 3	2020 - September - 1st Council Meeting	
			106410883		
			8/15-9/14/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,070.88
			City Hall Phones		
			Total 106410883		\$1,070.88
			Total EFT Payment 9/3/2020 10:40:50 AM - 3		\$1,070.88
Total Comcast Business					\$1,070.88
Drain-Pro					
	24525		2020 - September - 1st Council Meeting		
		90679			
			Storm Line Cleaning- 124th & 24th St E		
			410-000-000-531-38-41-01	Professional Service	\$2,800.81
			Storm Line Cleaning- 124th & 24th St E		
			Total 90679		\$2,800.81
			Total 24525		\$2,800.81
Total Drain-Pro					\$2,800.81

Vendor	Number	Reference	Account Number	Description	Amount
ESI Security	24526			2020 - September - 1st Council Meeting	
		000784			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$12.09
				Keys-Edgemont Park Gates	
		Total 000784			\$12.09
	Total 24526				\$12.09
Total ESI Security					\$12.09
Grainger	24527			2020 - September - 1st Council Meeting	
		9614838655			
			August Purchases		
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$36.85
				Cordless Impact Driver	
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$73.72
				Cordless Impact Driver	
			410-000-000-594-31-64-04	Equipment	\$73.72
				Cordless Impact Driver	
		Total 9614838655			\$184.29
		9616912110			
			Augsut Purchases		
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$56.93
				Cordless Grease Gun	
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$113.86
				Cordless Grease Gun	
			410-000-000-594-31-64-04	Equipment	\$113.86
				Cordless Grease Gun	
		Total 9616912110			\$284.65
	Total 24527				\$468.94
Total Grainger					\$468.94
Gray & Osborne, Inc	24528			2020 - September - 1st Council Meeting	
		10-G&O Prj. 18626.07			
			36th & Meridian Park Phase 1		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$5,310.85
				36th & Meridian Park Phase 1	
		Total 10-G&O Prj. 18626.07			\$5,310.85
		10-G&O Prj. 19614.00			
			General Sewer Plan Update		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	\$5,392.97
				General Sewer Plan Update	
		Total 10-G&O Prj. 19614.00			\$5,392.97

Vendor	Number	Reference	Account Number	Description	Amount
		14-G&O Prj. 18626.03			
			24th & Meridian Sidewalks		
			350-000-000-595-61-63-01	Pedestrian Projects	\$1,222.37
				24th & Meridian Sidewalks	
		Total 14-G&O Prj. 18626.03			\$1,222.37
		24-G&O Prj. 18626.01			
			56th St E SW Improvements		
			410-000-000-531-38-41-01	Professional Service	\$13,199.07
				56th St E SW Improvements	
		Total 24-G&O Prj. 18626.01			\$13,199.07
	Total 24528				\$25,125.26
Total Gray & Osborne, Inc					\$25,125.26
Julie Dyer					
	Direct Pay Payment 9/3/2020 10:39:32 AM - 2	2020 - September - 1st Council Meeting			
	1020				
			8/16-8/31/20 Services		
			001-018-000-518-80-41-01	Contracted IT Services	\$1,141.00
				8/16-8/31/20 Services	
	Total 1020				\$1,141.00
	Total Direct Pay Payment 9/3/2020 10:39:32 AM - 2				\$1,141.00
Total Julie Dyer					\$1,141.00
Kelly Imaging Systems, Inc.					
24529		2020 - September - 1st Council Meeting			
	IN714492				
		August Purchases			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$102.44
			Plotter Ink-Magenta		
	Total IN714492				\$102.44
	Total 24529				\$102.44
Total Kelly Imaging Systems, Inc.					\$102.44
McKinstry Co, LLC					
24530		2020 - September - 1st Council Meeting			
	10124791				
		Quote 1006101/WO #9854889			
		001-018-000-518-30-48-03	Maintenance/Repairs - Buildings		\$4,258.63
			Install Hot Water Tank, Pod Feeder, Refer Connections		
	Total 10124791				\$4,258.63
	10124863				
		Quote 1005406/WO #9851854			
		001-018-000-518-30-48-03	Maintenance/Repairs - Buildings		\$12,223.64
			Heat Pump Replacement-Bullpen Area		
	Total 10124863				\$12,223.64

Vendor	Number	Reference	Account Number	Description	Amount
		10124882			
			Quote 1005478/ WO #9851853		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$3,695.06
				Replace Belts & Air Screens on Roof Main Unit (HRU-1)	
		Total 10124882			\$3,695.06
	Total 24530				\$20,177.33
Total McKinstry Co, LLC					\$20,177.33
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 9/3/2020 10:40:50 AM - 4		2020 - September - 1st Council Meeting		
		I162573/3			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$88.41
				2x4 Boards, Screws	
		Total I162573/3			\$88.41
		I69153/3			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$173.00
				4x4 Treated Wood, Bolts, Drill Bits, Posts	
		Total I69153/3			\$173.00
		I77892/3			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$8.37
				PVC Pipe & Supplies	
		Total I77892/3			\$8.37
		I82815/3			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$101.85
				Supplies for Picnic Table Repair, Pruners	
		Total I82815/3			\$101.85
	Total EFT Payment 9/3/2020 10:40:50 AM - 4				\$371.63
Total McLendon Hardware-Blue Tarp Credit Services					\$371.63
Monarch Landscape Holdings					
	Direct Pay Payment 9/3/2020 10:39:32 AM - 3		2020 - September - 1st Council Meeting		
		CD50099497			
			September Maintenance		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$1,129.77
				September Maintenance	
		Total CD50099497			\$1,129.77
	Total Direct Pay Payment 9/3/2020 10:39:32 AM - 3				\$1,129.77
Total Monarch Landscape Holdings					\$1,129.77

Vendor	Number	Reference	Account Number	Description	Amount
Mt. View-Edgewood Water Co.					
		EFT Payment 9/3/2020 10:40:50 AM - 5	2020 - September - 1st Council Meeting		
		15690-3401 6/11-8/10/20			
		6/11-8/10/20 Services			
		001-018-000-518-30-47-02	Water		\$119.48
		Nelson Farm			
		Total 15690-3401 6/11-8/10/20			\$119.48
		19143-3401 6/11-8/10/20			
		6/11-8/10/20 Services			
		001-018-000-518-30-47-02	Water		\$53.62
		118th Ave E			
		Total 19143-3401 6/11-8/10/20			\$53.62
		2-3401 6/11-8/10/20			
		6/11-8/10/20 Services			
		001-018-000-518-30-47-02	Water		\$153.80
		Edgemont Park			
		Total 2-3401 6/11-8/10/20			\$153.80
		Total EFT Payment 9/3/2020 10:40:50 AM - 5			\$326.90
Total Mt. View-Edgewood Water Co.					\$326.90
National Barricade Co., LLC					
	24531		2020 - September - 1st Council Meeting		
		628527			
		Order #22712/22730			
		101-000-000-542-70-45-03	Roadside-Operating Rentals		\$946.00
		Jovita Road Closure 8/5-8/17/20			
		Total 628527			\$946.00
		628528			
		Order #22711/22729			
		101-000-000-542-70-45-03	Roadside-Operating Rentals		\$946.00
		Jovita Road Closure 8/5-8/17/20			
		Total 628528			\$946.00
	Total 24531				\$1,892.00
Total National Barricade Co., LLC					\$1,892.00
Office Depot					
	24532		2020 - September - 1st Council Meeting		
		117480136001			
		August Purchases			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$86.03
		Steno Pads, Post It Notes, Copy Paper			
		Total 117480136001			\$86.03
	Total 24532				\$86.03
Total Office Depot					\$86.03

Vendor	Number	Reference	Account Number	Description	Amount
Oregon Freeze Dry	24533			2020 - September - 1st Council Meeting	
		738192			
			Order #752197		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$5,285.16
				100 Qty 3-day Emergency Food Kit	
		Total 738192			\$5,285.16
	Total 24533				\$5,285.16
Total Oregon Freeze Dry					\$5,285.16
Pierce County Budget & Finance PW	24534			2020 - September - 1st Council Meeting	
		CI-291659			
			June/July Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$5,197.99
				June/July Services	
		Total CI-291659			\$5,197.99
	Total 24534				\$5,197.99
Total Pierce County Budget & Finance PW					\$5,197.99
Pierce County Budget & Finance Sheriff	24535			2020 - September - 1st Council Meeting	
		CI-292517			
			September Services		
			001-021-000-521-20-41-01	Police Services	\$234,053.33
				September Services	
		Total CI-292517			\$234,053.33
	Total 24535				\$234,053.33
Total Pierce County Budget & Finance Sheriff					\$234,053.33
Rhay Design LLC	24536			2020 - September - 1st Council Meeting	
		090220-RHAY			
			Fall Magazine Services		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$2,000.00
				Fall 2020 Magazine Design Services	
		Total 090220-RHAY			\$2,000.00
	Total 24536				\$2,000.00
Total Rhay Design LLC					\$2,000.00
Staples	24537			2020 - September - 1st Council Meeting	
		8059433958			
			August Purchases		
			001-018-000-594-18-64-01	Cap Exp-Office Furniture	\$4,298.54

Vendor	Number	Reference	Account Number	Description	Amount
			(5) Sit-Stands Desks- PO# 20200048		
		Total 8059433958			\$4,298.54
	Total 24537				\$4,298.54
Total Staples					\$4,298.54
The Reinalt-Thomas Corp DBA Discount Tire					
	EFT Payment 9/3/2020 10:40:50 AM - 6		2020 - September - 1st Council Meeting		
	1293543				
		July Purchases			
		001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment		\$649.89
			Tires for Dump Trailer		
	Total 1293543				\$649.89
	Total EFT Payment 9/3/2020 10:40:50 AM - 6				\$649.89
Total The Reinalt-Thomas Corp DBA Discount Tire					\$649.89
Thyssenkrupp Elevator Corp.					
	EFT Payment 9/3/2020 10:40:50 AM - 7		2020 - September - 1st Council Meeting		
	3005454902				
		9/1-11/30/20 Maintenance			
		001-018-000-518-30-48-03	Maintenance/Repairs - Buildings		\$1,066.27
			Elevator Maint Contract 9/1-11/30/20		
	Total 3005454902				\$1,066.27
	Total EFT Payment 9/3/2020 10:40:50 AM - 7				\$1,066.27
Total Thyssenkrupp Elevator Corp.					\$1,066.27
United States Postal Service					
	24538		2020 - September - 1st Council Meeting		
		082720-USPS			
		Fall 2020 Magazine Postage			
		001-018-000-518-20-42-02	Postage		\$1,094.22
			Fall 2020 Magazine Postage		
	Total 082720-USPS				\$1,094.22
	Total 24538				\$1,094.22
Total United States Postal Service					\$1,094.22

Vendor	Number	Reference	Account Number	Description	Amount
Utilities Underground Location Center					
	24539			2020 - September - 1st Council Meeting	
		0080137			
			August Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$303.15
				Utility Locating Svs. for Aug 2020	
		Total 0080137			\$303.15
	Total 24539				\$303.15
Total Utilities Underground Location Center					\$303.15
WA Assoc. of Building Officials					
	24540			2020 - September - 1st Council Meeting	
		39720			
			Fall 2020- Permit Technician Registration		
			001-058-000-558-50-43-01	Training/Travel Costs	\$340.00
				Fall 2020- Permit Technician Registration-J.Curbow	
		Total 39720			\$340.00
	Total 24540				\$340.00
Total WA Assoc. of Building Officials					\$340.00
Wells Fargo Vendor Fin Serv					
	EFT Payment 9/3/2020 10:40:50 AM - 8			2020 - September - 1st Council Meeting	
	5011600194				
			September Lease		
			001-018-000-518-30-45-06	Copier Lease	\$368.17
				Kyocera Copier Lease	
		Total 5011600194			\$368.17
	Total EFT Payment 9/3/2020 10:40:50 AM - 8				\$368.17
Total Wells Fargo Vendor Fin Serv					\$368.17
Grand Total		Vendor Count	30		\$328,736.77



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0519 - approving Resolution 20-0519, authorizing the Mayor to execute an agreement with Nourish Pierce County for the distribution of Cares Act Funds to assist in reducing food source instability as a result of the Covid-19 pandemic	Agenda Item #: 5.D
	For Agenda of: 09/08/2020
	Prepared by: Dave Gray
Attachments (list): - Resolution 20-0519 Nourish CARES Act Contribution Agreement - Nourish CARES Act Funds Contribution Agreement	
Approval of Materials: Dave Gray Dave Gray 9/2/2020 Daryl Eidinger 9/3/2020	Expenditure Required: See Fiscal Note below.
	Amount Budgeted: N/A
	Timeline: 09/01/2020-SS 09/08/2020 RCM Action

Summary Statement:

The City has received an allocation of \$341,700 from the Washington State Department of Commerce, authorized to distribute to State Municipalities Federal Treasury funds for the relief and mitigation of the effects of the Covid 19 Virus Pandemic, on local government and their communities at large. The City of Edgewood has expended an estimated \$140,000 on equipment and software with which the City has maintained ongoing operations for all City services remotely. Some service levels have been restricted (building inspection) but in general the City has operated at a service level that has maintained the pre Covid levels of service. In the case of Development, the pre Covid Budget expectation of fees for services have slightly exceeded budget against actual receipts. As the City of Edgewood allocation exceeds the to-date expenditures and the community impact on food instability is evident and greatly increased due to the onset of the Covid 19 Pandemic, the Mayor and City Council have sought out a partner(s) to help mitigate local food instability by contracting with established food bank/distribution operations to assist in meeting the sudden increase in need for assistance. Resolution 20-0519 and its affiliated City of Edgewood contract agreement are presented for Council review, discussion and action to accomplish these goals by distributing the balance of the City's allocation to mitigate food instability. The WSDOC has explicitly stated food banks and food distribution operations are qualified recipients of CARES ACT grants and distributions administered by local municipal governments are permitted for these purposes.

Item History:

Recommended Action:

Move to approve Resolution 20-0519 authorizing the Mayor to execute the Washington State Department of Commerce Cares Act Agreement.

Fiscal Note/Consideration:

The CARES ACT grant funding and affiliated expenditure to assist the general public with stabilizing food insecurity will not generate a cost to the City beyond the annually budgeted City Attorney costs for managing the legal documents and Staff time to execute and implement the mitigation activity and programs. While the City has the ability under the CARES ACT legislation to recover these costs from grant funding, the Mayor and City Council prefer to manage these normal and customary expenditures out of the existing 2020 Appropriated Budget thereby maintaining as much grant funding as possible for mitigation and program expenditure that was not identified or appropriated.

RESOLUTION NO. 20-0519

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NOURISH PIERCE COUNTY FOR THE DISTRIBUTION OF CARES ACT FUNDS TO ASSIST IN REDUCING FOOD SOURCE INSTABILITY AS A RESULT OF THE COVID-19 PANDEMIC.

WHEREAS, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) which, among other things, amended Section 601(a) of the Social Security Act and established the Coronavirus Relief Fund into which Congress appropriated \$150 billion to make payments for specified uses to States and certain local governments; and

WHEREAS, the Coronavirus Relief Fund is available to reimburse government recipients for necessary expenditures incurred due to the COVID-19 public health emergency that were not accounted for in the government recipient’s most-recently appropriated budget and that were incurred during the period between March 1, 2020 and December 30, 2020; and

WHEREAS, guidance issued by the U.S. Treasury Department indicates “necessary expenditures” also include expenses of actions to facilitate compliance with COVID-19 related public health measures such as expenses for food delivery to residents, and care and mitigation services for homeless populations, if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise; and

WHEREAS, the Treasury Guidelines further indicate that an expenditure or cost “is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account;” and

WHEREAS, the State of Washington has decided to distribute a certain portion of its share of the CARES Act funds to Washington Cities, including the City of Edgewood, with such funds being administered through the Washington State Department of Commerce; and

WHEREAS, under the Washington State Department of Commerce Interagency Agreement with the City of Edgewood through the Coronavirus Relief Fund for Local Governments reimbursable expenditures must be incurred during the period between March 1, 2020 and October 31, 2020 in order for the State of Washington to closeout its contracts in time to meet the United States Treasury’s December 30, 2020 end date; and

WHEREAS, the City of Edgewood has determined to distribute a certain portion of its share of CARES Act funds with other entities that assist those experiencing food source instability during the pandemic, pursuant to the Treasury Guidelines and other criteria; and

WHEREAS, Nourish Pierce County is a nonprofit food bank that operates within Pierce County and includes a food distribution operation in Edgewood; and will best accomplish their goal by assisting; and

WHEREAS, the City has determined that a portion of the CARES Act funds allocated to the City should be distributed to Nourish Pierce County to assist in reducing food source instability, and that such expenses are eligible under the Act;

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute an agreement with Nourish Pierce County, attached hereto as Exhibit A and incorporated herein by this reference, for distribution of CARES Act funds to assist in reducing food source instability as a result of the COVID-19 pandemic.

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

ADOPTED THIS ____ DAY OF SEPTEMBER, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0520 - a motion approving Resolution 20-0520, authorizing the Mayor to execute an interagency agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Local Governments	Agenda Item #: 5.E
	For Agenda of: 09/08/2020
	Prepared by: Dave Gray
Attachments (list): - Resolution 20-0520, AUTHORIZING THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE - CRF Contract Template FINAL dg	
Approval of Materials: Dave Gray Dave Gray 9/2/2020 Daryl Eidinger 9/3/2020	Expenditure Required: The only city cost associated with this activity is budgeted City Attorney review and legal agreement management together with associated Staff time.
	Amount Budgeted: N/A
	Timeline: 09/01/2020-SS 09/08/2020 RCM Action

Summary Statement:

In March 2020 the Federal Treasury, pursuant to an act of Congress, authorized financial assistance to all 50 State Governments. The State of Washington allocated these funds to State, County and Local Municipalities to assist the public with a variety of programs and government expenditures created by or to mitigate the effects of the Novel Corona 19 Virus Pandemic. The City of Edgewood has been allocated \$341,700 for these purposes. The program is being administered by the Washington State Department of Commerce (WSDOC). The Resolution affiliated with this Agenda Bill is attached to an Interlocal Agreement between the City and WSDOC. The resolutions authorizes the Mayor to execute the Interlocal Agreement and act as the City's contact for reimbursement activity covered under the agreement. In essence, the agreement is the vehicle for receiving the funding and the resolution is the vehicle authorizing the Mayor to Contract for receipt of the funds. The Mayor will submit a budget amendment to manage the appropriation once the actual expenditure amounts have been determined and the BARS accounts have been identified.

Item History:

Recommended Action:

Move to approve Resolution 20-0520, authorizing the Mayor to execute an interagency agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Focal Governments

Fiscal Note/Consideration:

The CARES ACT grant funding was not expected nor budgeted, nor were the affiliated expenditures to manage the effects of the Pandemic on the City's operations, and public health program funding.

RESOLUTION NO. 20-0520

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE THROUGH THE CORONAVIRUS RELIEF FUND FOR LOCAL GOVERNMENTS.

WHEREAS, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) which, among other things, amended Section 601(a) of the Social Security Act and established the Coronavirus Relief Fund into which Congress appropriated \$150 billion to make payments for specified uses to States and certain local governments; and

WHEREAS, the Coronavirus Relief Fund is available to reimburse government recipients for necessary expenditures incurred due to the COVID-19 public health emergency that were not accounted for in the government recipient’s most-recently appropriated budget and that were incurred during the period between March 1, 2020 and December 30, 2020; and

WHEREAS, guidance issued by the U.S. Treasury Department indicates “necessary expenditures” also include expenses of actions to facilitate compliance with COVID-19 related public health measures such as expenses for food delivery to residents, and care and mitigation services for homeless populations, if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise; and

WHEREAS, the Treasury Guidelines further indicate that an expenditure or cost “is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account;” and

WHEREAS, the State of Washington has decided to distribute a certain portion of its share of the CARES Act funds to Washington Cities, including the City of Edgewood, with such funds being administered through the Washington State Department of Commerce; and

WHEREAS, in order to receive said funds, the City must enter into an Interagency Agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Local Governments for reimbursable expenditures incurred during the period between March 1, 2020 and October 31, 2020 in order for the State of Washington to closeout its contracts in time to meet the United States Treasury’s December 30, 2020 end date; and

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute an interagency agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Local Governments, attached hereto as Exhibit A and incorporated herein by this reference, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

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

ADOPTED THIS ____ DAY OF SEPTEMBER, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



Interagency Agreement with

«~~Organization~~»City of Edgewood

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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FACE SHEET

Contract Number: «Contract_Number»

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments

1. Contractor «Organization» «Address» «City», Washington «Postal_Code» Edgewood, City of 2224 104 th Ave East Edgewood, WA 98372-1513		2. Contractor Doing Business As (optional)	
3. Contractor Representative «First» «Last» «CDBG_ContractsTitle» «CDBG_ContractsPhone_Number» «Email» Mayor Daryl Eidinger		4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
5. Contract Amount \$341,700.00«Amount»	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐		7. Start Date March 1, 2020
8. End Date October 31, 2020			
9. Federal Funds (as applicable) \$341,700.00«Amount»	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # 91- 17000053«TIN_Number»	11. SWV # 0007706- 00«SWV_Number»	12. UBI # 601 671 344«UBI_Number»	13. DUNS # 14-768- 0404«DUNS_Number»
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
FOR CONTRACTOR _____ Daryl Eidinger, City of Edgewood Mayor«Sig_Auth_Whole_Name», «Sig_Authority_Title» _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

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United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for ~~services rendered or goods delivered~~ prior to the effective date of termination.

TERMINATION PROCEDURES

~~Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.~~

~~COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree~~

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~~with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.~~

~~The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.~~

~~After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:~~

~~Stop work under the contract on the date, and to the extent specified, in the notice;~~

~~Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;~~

~~Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;~~

~~Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;~~

~~Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;~~

~~Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and~~

~~Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.~~

TREATMENT OF ASSETS

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

~~Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~

~~The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.~~

~~If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~

~~The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract~~

~~All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.~~

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19. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

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6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

_____
Printed Name_____
Title_____
Signature_____
Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0521 - a motion approving Resolution 20-0521, authorizing the Mayor to execute a contract with CDW Government LLC to migrate the city's phone system to the Microsoft Cloud Teams phone system as a result of the Covid-19 pandemic	Agenda Item #: 5.F
	For Agenda of: 09/08/2020
	Prepared by: Matthew Ray
Attachments (list): 1. Resolution No. 20-0521 2. UPDATED_CSOW_CITY_OF_EDGEWOOD_CDW_G_SERVICES_PROPOSAL 3. LPJQ198	
Approval of Materials: Matthew Ray Dave Gray 9/2/2020 Daryl Eidinger 9/3/2020	Expenditure Required: \$27,545 Statement of Work \$3,308.99 Microsoft Licensing Cost for service from now till March 2021 \$10,000 or less in phone equipment
	Amount Budgeted: N/A
	Timeline: 09/01/2020-SS 09/08/2020 RCM Action

Summary Statement:

Since 2015 the City has used a Comcast VoiceEdge phone system. In March when the City moved to remote work all of the desk phones were forwarded to staffs cell phones and important functions of the phone system were lost. These include features like: auto attendants, caller queues, ability to transfer calls, group call pickup, and phone trees.

Staff has worked around these challenges but a more permanent solution is needed. This scope of work is to contract with CDW-G to Plan, Design, Build, Pilot and Deploy a Microsoft Teams Phone System.

A Microsoft Teams Phone System leverages the Cities recent migration to Microsoft's Government Cloud with Office 365, Exchange Online and its upgrade from Skype to Teams. As a cloud based system designed around mobile work, it will provide all the features that staff need to assist our citizens, builds on our current mobile infrastructure and is cloud based allowing staff to work anywhere.

In addition to the \$27,545 Statement of Work for CDW-G some staff will need headsets and or physical phones and we will be increasing our current licensing cost with Microsoft while decreasing our Comcast bill by almost twice as much annually.

Item History:

Recommended Action:

Move to approve Resolution 20-0521, authorizing the Mayor to execute a contract with CDW Government LLC to migrate the city's phone system to the Microsoft Cloud Teams phone system as a result of the Covid-19 pandemic

Fiscal Note/Consideration:

This change of phone systems was not budgeted/planned and is specifically being recommended to support the remote work environment. Due to this we believe that it is eligible to be reimbursed through CARES funding. In addition the ongoing costs of the new system are roughly half of our current system.

CDW-G is covered to do this type of work under Washington State Department of Enterprise service Master Contract 08215

RESOLUTION NO. 20-0521

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CDW GOVERNMENT LLC TO MIGRATE THE CITY'S PHONE SYSTEM TO THE MICROSOFT CLOUD TEAMS PHONE SYSTEM AS A RESULT OF THE COVID-19 PANDEMIC

WHEREAS, the City has determined it is in the City's best interests to migrate from its current phone system to a Cloud based phone system to support remote work necessary as a result of the COVID-19 pandemic; and

WHEREAS, the Microsoft Teams phone system is the engineering of the software architecture customized for clients like the City of Edgewood, and is supported by CDW Government LLC ("CDW-G") as a prime vendor for this activity;; and

WHEREAS, CDW-G has an open State of Washington Department of Enterprise Services contract for this work under State Master Contract Number 08215, which meets the State mandated bid requirements for local jurisdictions such as the City of Edgewood who choose to individually contract for this work using a local statement of work;

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

Section 1. Contract Authorized. The Mayor is authorized to execute the Statement of Work with CDW Government LLC, attached hereto as Exhibit A and incorporated herein by this reference, under the State of Washington Department of Enterprise Services Master Contract Number 08125, for the migration of the City's Exchange Server to the Microsoft Cloud Exchange Server in an amount not to exceed \$30,000.

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

ADOPTED THIS 8th DAY OF SEPTEMBER, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



SERVICES PROPOSAL

Project Name:	Microsoft Teams Phone System Design and Deployment	Seller Representative: Sean McLellan (206) 218-3956 seanmcl@cdw.com
Customer Name:	City of Edgewood	
CDW Affiliate:	CDW Government LLC	
SOW Created Date:	August 21, 2020	Solution Architect: Andrew Hunkins Sankar Nair
Drafted by:	Ted Psaras	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and CITY OF EDGEWOOD (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain ITPS Master Contract 08215 between CDW Government LLC and Washington State Department of Information Services dated the 1st day of June, 2017, as amended (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

During the engagement we will utilize our experience with Microsoft Teams to make recommendations on how to best utilize the technology to meet your business and technical goals and objectives. In addition, we will leverage the knowledge gained through previous engagements to avoid potential issues.

The following tasks are part of this engagement:

1. Develop a clear vision of the high-level solution goals and constraints
2. Assess the legacy PBX environment
3. Perform a Microsoft Teams Network Readiness Workshop
4. Define appropriate cloud security and compliance policies to enable a successful Microsoft Teams deployment
5. Conduct Solution Planning Sessions to identify business and technical requirements and determine the end-state design of Teams voice and meetings
6. Define and plan E911 considerations for Microsoft Teams Phone System
7. Provide the set up and configuration of Microsoft Teams in Office 365
8. Configure, Pilot, and Deploy Microsoft Teams Meetings and Voice features

MICROSOFT TEAMS PROJECT KICKOFF

Prior to the kick-off, Seller will provide you with a pre-engagement questionnaire. This document will be used to establish a working understanding of your current environment. Areas of focus include:

- Network topology
- Overview of current environment
- Directory Services infrastructure
- User population and distribution
- Administrative practices and procedures (including change control)

If this documentation currently exists and you are willing to provide it to the Seller, this can be submitted instead of the questionnaire.

Seller will begin with a project kick-off meeting with your core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members
- Establishment of roles and session scheduling
- Establish and discuss overall scope of engagement and change order process
- Knowledge transfer and review of your company and vision
- Review of pre-engagement questionnaire or equivalent and clarification of questions
- Review of design and planning session goals
- Requirements definition

ON-PREMISES LEGACY PBX DISCOVERY AND ASSESSMENT

In order to design a solution which meets your needs and preserves the essential functionality of your current telephony solution, it is necessary to gain an understanding of the existing Comcast voice environment.

- Current State Inventory and Profile
 - Comcast voice environment
 - Network environment
 - Applications and/or features
 - External or third-party applications which depend on the Comcast voice environment
- Identify Business and Technical Requirements for the new solution
 - Coexistence requirements
 - Validate existing Service Level Agreements
 - Identify potential sources of capital and operational savings
- Analysis
 - Map requirements to Microsoft Teams capabilities
 - Identify requirements not met by Microsoft Teams and recommend potential alternatives

MICROSOFT TEAMS NETWORK READINESS WORKSHOP

As an important first step in assessing the readiness to successfully support voice and video between your locations and Microsoft Teams, Seller will perform a Network Readiness Workshop using the CDW best practices.

The Seller consultant will first become acquainted with the existing network environment. The network and analysis will be conducted at one (1) site location.

Seller will present the results of the analysis along with potential solutions.

Remediation is above and beyond hours covered in this SOW. The Change Request process will ensure that the appropriate staff will be dispatched for particular problems identified.

MICROSOFT TEAMS - PLANNING, DESIGN, AND ENVISIONING

Seller will work with the appropriate project team members and stakeholders from your company in a series of formal and informal sessions and discussions regarding the current and end-state design of your infrastructure. Active participation and presence from key members of your staff is imperative during this time to ensure requirements are clearly defined and validated and that the design is based upon those requirements. Seller will leverage industry-leading practices and our extensive experience to develop a comprehensive, scalable, robust, and secure end-state design.

PLANNING, DESIGN AND ENVISIONING SESSIONS

The Planning, Design and Envisioning sessions are a series of interactive meetings with key members of your organization including business and technical stakeholders as well as the project team. These discussions will focus on the current environment and the identification of business and technical requirements. We will also provide a mapping of how those requirements can be met with Microsoft Teams. Any requirements which cannot be met will also be called out. After this session, the project team will have a clear understanding of how Microsoft Teams will be able to assist in meeting your business objectives.

- Current Environment review:
 - Active Directory
 - Messaging environment
 - Network Topology/Egress
 - Office 365/Microsoft 365 Tenant Review
 - Directory Synchronization
 - Authentication Methods
 - International Placement of Content/Users
 - Tenant Global Placement, Multi-Geo
- Requirements Gathering and Analysis:
 - Business requirements, drivers and goals
 - Technical requirements, drivers and goals

VOICE AND MEETINGS - PLANNING AND DESIGN SESSIONS

The Voice and Meetings Planning and Design phase will focus on the following features of Microsoft Teams:

- Microsoft Teams Phone System Design
 - Dial plan, normalization, dialing rules
 - Communication Credits
 - Routing and voice policies
 - Voicemail
 - Auto Attendant
 - Call Queues
 - Call Quality Dashboard
 - Calling Plans
- Emergency Calling Planning and Design
 - Dynamic E911 Options
 - Emergency Response Locations (ERLs)
 - Emergency Notifications
- Migration Design
 - Porting DIDs from previous carrier
- Clients and UC Certified Devices
 - PC, Mac, and Mobile Clients
 - Deployment, configuration, and management
 - Skype for Business and Teams certified headsets, handsets, and video endpoints
 - Room System video interoperability (Cloud Video Interop)
- Infrastructure Dependencies
 - DNS
 - Firewall considerations
- Network Planning and Best Practices
 - High-level best practices for Teams Real-Time Workloads
 - Network assessment tools discussions
- Licensing Requirements
 - Microsoft licensing requirements
 - Third-party software requirements
- Gap Analysis
- High Level Task List
 - Task effort estimates
 - Dependencies

PILOT AND DEPLOYMENT PLANNING

During the design sessions, the hardware, licensing, and services required to implement the solution will have been identified. During this phase, cost will be assigned to these resources and used to develop a Bill of Materials, if required. Hardware and software quotes will be compiled, tasks will be defined, resources will be assigned, and timelines will be created for the deployment of the solution.

It will be the responsibility of Customer to provide quotes or pricing for any identified resources if those resources are to be provided by a party other than Seller.

At the conclusion of this phase, the Customer will have a clear understanding of the costs that will be incurred to implement the solution as well as a timeline for the complete deployment.

- Project Plan
 - Work items
 - Milestones & timeline
 - Resource allocation effort and duration estimates
 - Dependencies
- Bill of Materials (if required)

Seller has the right to amend the build & pilot estimates based on the results of the design sessions and deployment planning.

MICROSOFT TEAMS - BUILD AND PILOT

Seller will provide setup and configuration of Microsoft Teams in Office 365 as specified during the Design and Planning sessions. Any testing requirements identified during the design or planning phases will be conducted during this phase, prior to the production implementation.

Seller will enable a pilot of the Microsoft Teams workloads, as defined in the sections below. The pilot period will be used to refine and validate the transition process and gather feedback from end users.

Seller has the right to amend the deployment estimates based on the results of the pilot.

ASSUMPTIONS

Unless defined as tasks in the sections below:

1. The Customer's existing Office 365 tenant subscription will be leveraged for this project.
2. The existing Azure Active Directory Connect implementation will be leveraged for this project.

CONFIGURE MICROSOFT TEAMS PHONE SYSTEM - CALLING PLANS

The Phone System capabilities of Microsoft Teams will be provisioned by Seller, including the following tasks:

- Assign the appropriate Phone System licensing to the pilot users
- Assign the appropriate Calling Plan to the pilot users
- View and retrieve numbers in the Teams Voice Directory (including ported numbers)
- Configure and import site and endpoint data into Call Quality Dashboard

CONFIGURE MICROSOFT PHONE SYSTEM - EMERGENCY CALLING

The Emergency Calling capabilities of Microsoft Teams will be provisioned by Seller, including the following tasks:

- Delivery of Third-Party Emergency Calling platform (i.e. RedSky, Intrado) Pro Services NOT INCLUDED
- Configure up to 10 Emergency Response Locations (ERLs) for your organization
- Configure Network Settings, Trusted IPs, Sites and Subnets to support up to 10 Emergency Response Locations
- Configure Emergency Calling Policies to support up to 10 Emergency Response Locations
- Configure Emergency Calling Notifications to support up to 10 Emergency Response Locations

CONFIGURE SECURITY AND COMPLIANCE POLICIES

Seller will configure Security and Compliance policies for Microsoft Teams based on decisions made during the Planning and Design phase:

- Configure policies per Planning and Design phase decisions
- Assign appropriate policies to pilot users
- Test and validate policies are applied and functional

PILOT MICROSOFT TEAMS PHONE SYSTEM

A group of users will be enabled for Microsoft Teams Phone System voice capabilities.

CUSTOMER RESPONSIBILITIES

Customer (or their representative) must have the authority to port numbers from the carrier/provider used for the legacy phone system.

PILOT MICROSOFT TEAMS EMERGENCY CALLING

A pilot group of users will be enabled for Emergency Calling and testing/validation will be completed for 10 Emergency Response Locations (ERLs)

PILOT AUTO ATTENDANT CAPABILITIES

Two (2) Auto Attendants will be deployed in Microsoft Teams Phone System during the pilot phase.

PILOT CALL QUEUES

Two (2) Call Queues will be deployed in Microsoft Teams Phone System during the pilot phase.

PILOT VIDEO MEETING ROOMS

One (1) Microsoft Meeting Room device will be configured during the pilot phase.

PROJECT CLOSURE AND COMPLETION

A Project Closure meeting will be scheduled to review the engagement and transfer the project documents (listed below under Items to be Delivered). At this time, the Customer will have the opportunity to raise questions and to provide feedback pertaining to the engagement.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- Kickoff Meeting. Review SOW, project objectives and schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- Project Schedule or Plan. Create a project schedule that details the schedule and resources assigned to the project.
- Weekly Status Meetings and Reports. Status meetings will be conducted on a weekly basis. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, issues, and conduct a budget review.
- Change Management. When a change to a project occurs, the Seller's project change control process will be utilized.
- Project Closure Meeting. The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

GENERAL ASSUMPTIONS, RESPONSIBILITIES, AND OUT OF SCOPE

ASSUMPTIONS

1. The configuration and management of all systems which will be involved in the deployment are under the control of the Customer, either directly or through a third party. Seller may request configuration changes to these devices, which will be implemented by the Customer, pending established change control procedures.
2. Hardware and/or software that will be configured or implemented as part of this project is covered under a vendor-approved support contract.
3. The current on-premises Microsoft Active Directory and O365 environments are functioning properly (no adverse conditions).
4. Cabling to all switch and router equipment, as well as to all phone locations, is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
5. Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.
6. Customer-provided cabling is functioning and terminated. Any delays or troubleshooting time incurred will be considered out of scope and billed separately at standard hourly rates.
7. The current network is functioning properly (no adverse conditions).
8. The internal/corporate network utilizes a fully-routable private address space. Internal systems and applications are not directly accessible from public networks. External access to those systems is through a secure intermediary device which will proxy or route connections to internal resources on the clients' behalf (VPN, Terminal Server, reverse proxy, etc.).
9. As applicable, all WAN and PSTN circuits are/will be terminated and functioning properly. If there are issues with the circuit(s), Seller can assist with troubleshooting. This work is considered out of scope and billed separately at standard hourly rates. If the on-site engineer is delayed due to circuit issues but not troubleshooting the circuit, this is also considered out of scope.
10. Customer has deployed the current Teams client to the PCs.
11. The current AD DS and DNS environments are healthy and properly functioning to support Office 365 and Azure Active Directory Connect.
12. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto.
13. Customer acknowledges that Seller may earn a Microsoft incentive payment as a result of the usage workload performed
14. Seller's personnel will not be exposed to Personally Identifiable Information (PII).

CUSTOMER RESPONSIBILITIES

1. Communicate all material project matters to Seller's contact person.
2. Provide at least one qualified technical person with system administration responsibilities.
3. Provide qualified personnel at your location (or any other location designated by you where services are to be provided) to support your existing equipment/environment.
4. Provide other full-time, qualified, knowledgeable personnel who will perform your obligations under this SOW; make timely decisions necessary to move performance of the services forward; participate in this project to the extent reasonably requested by Seller; and reasonably assist Seller with its performance of the services.
5. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the services.
6. Third-party application compatibility and support.
7. All servers (physical or virtual), server hosts and network devices (including but not limited to: gateways, load balancers, reverse proxies, session border controllers) to be utilized in the deployment will be procured, assembled, installed and configured with the base operating system and network configuration prior to Seller consultants beginning work on those systems.
8. All software media and corresponding licenses and/or product keys will be provided to Seller consultants prior to implementation.
9. All required certificates will be procured prior to implementation and will be provided to the Seller consultant(s) or will be installed by your staff under the supervision of the Seller consultant(s).
10. If the solution drives configuration changes and/or upgrades to other systems in the environment, including but not limited to backup software, VDI, anti-spam/antivirus, archiving, load balancers, reverse proxies, security/firewall, PBXs, and/or other gateway products, these changes and the associated costs are not the responsibility of Seller.
11. Seller consultants will provide guidance on client configuration but will not be responsible for the installation of software or configuration of client devices.

OUT OF SCOPE

1. Formal end user and/or administrator training
2. Process and/or Build Documentation
3. Network assessment beyond the scope of the Teams Network Readiness Workshop
4. Network design or remediation
5. Migration of legacy PBX configuration or data, including voicemail messages
6. Migration of applications from the legacy system
7. Migration of archive data and any data outside the legacy system
8. Recovery of a tenant environment after expiration of trial periods and/or licenses
9. Active Directory Federation Services design or implementation
10. Active Directory assessment or remediation
11. Multi-factor authentication
12. Workloads of Office 365 or Azure other than Skype for Business Online/Microsoft Teams, including but not limited to:
 1. Office
 2. Exchange Online
 3. SharePoint
 4. Yammer
 5. OneDrive
13. Enterprise Mobility and Security
14. Intune
15. Direct Routing
16. Analog devices
17. Audio (Dial-in) Conferencing

18. Communications Credits
19. Third party applications (such as, fax servers or voicemail system integration)
20. Remote Call Control
21. Call via Work
22. Video Interoperability Service
23. Deployment of UC clients or end-points not certified by Microsoft
24. Broadcast Meetings and/or Live Events
25. Level/Tier 1 end-user support during deployment
26. Client support (Microsoft Teams client, phone or mobile devices) during deployment
27. UC endpoint placement or device installation
28. Decommissioning or removal of legacy PBX or environment
29. Deployment beyond twenty-five (25) total users
30. Travel outside the US

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

Item(s) Provided to Customer

Item	Description	Format
Teams Network Findings and Recommendations	A presentation of the network analysis findings. The presentation will cover: · Teams Network Analysis Findings and Recommendations Report · Next steps and potential issues discussion · General Q & A	In-person or Teams Meeting
Microsoft Teams Solution Design Guide	Document that defines the business and technical requirements and how the new solution will meet these requirements. It will also provide a detailed list of the resources that will be required to implement the new solution.	PDF with architecture diagram
Implementation Plan	Project plan detailing tasks, milestones, and timelines for implementation of and migration to the new solution.	Microsoft Project document
Bill of Materials	Itemized list of components required to implement the solution.	Microsoft Word or Excel document

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$27,545.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 111 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Principal Voice Engineer – Per Hour	\$255.00	92	\$23,460.00
Senior Project Manager – Per Hour	\$215.00	19	\$4,085.00
Estimated Totals		111	\$27,545.00

EXPENSES

When Seller’s personnel are located more than 30 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Locations	Address
Headquarters	2224 104th Avenue East, Edgewood, WA 98372

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW GOVERNMENT LLC

CITY OF EDGEWOOD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:
200 N. Milwaukee Ave.
Vernon Hills, IL 60061

Mailing Address:

EXHIBIT B

SPECIAL TERMS FOR E911 EMERGENCY CALLING

1. Seller adheres to Seller's internal policies and procedures with respect to the configurations of telephone systems that it sells, installs, manages and/or operates ("**Telephone Systems**"). These internal policies and procedures are designed to maintain Seller's compliance with applicable law. From time to time, Customer may request that Seller make a particular configuration change that does not align to Seller's policies and procedures. In these cases, Seller reserves the right to refuse to make such configuration changes, in its sole discretion, and Customer acknowledges and agrees that Seller will have no obligations or liability to Customer (and Customer shall have no rights or remedies) with respect to Seller's decisions in these matters. In addition, from time to time, to remain in compliance with applicable laws, Customer may need to make a particular configuration change or purchase add-on components to a Telephone System. In these cases, Customer agree to make such configuration changes, and purchase and implement such add-on components, in a timely manner as required by applicable law. You further acknowledge and agree that: (i) it is Customer's responsibility to make any necessary additional purchases in order to comply with law (whether identified by Seller or not); and (ii) a Telephone System is capable of complying with law, even if in order to so comply, Customer must separately purchase an add-on component.

2. Customer acknowledges and agrees that Seller does not monitor Customer's changes to the Telephone Systems to ensure they comply with law, and Customer is solely responsible for any violations of law, third party claims or damages resulting from the changes that Customer makes (or fails to make). Company shall promptly notify Seller, in advance, of any changes that it intends to make to the Telephone Systems that may adversely affect the legal compliancy of the Telephone Systems' (or the operation or management thereof) and CDW reserves the right, in its sole discretion, to terminate this SOW in the event that CDW determines, in its sole discretion, that the changes would adversely affect CDW's ability to comply with law. In the event that Seller exercises such termination right, Seller shall have no liability as a result of such termination and Customer shall promptly pay to Seller all fees owed for products and services delivered prior the effective date of termination.

3. Customer acknowledges and agrees that it is solely responsible for ensuring its compliance with applicable laws, including, without limitation, with respect to the purchase, installation, configuration, management and operation of its Telephone System, and that Seller has not (and will not) provide Customer with legal advice. Seller is not responsible for, and disclaims all liability for, Customer's violation of applicable laws.

4. Customer agrees to indemnify, defend and hold Seller and its affiliates and its and their respective employees, directors, officers, successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to changes that Customer makes to the Telephone Systems or Customer's failure to make changes required by Seller or applicable law.

5. In the event that Customer instruct Seller to configure a Telephone System such that the Telephone System does not transmit a notification to a central location at the facility where the system is installed or to another person or organization, Customer represents and warrants that it is requesting this because an upgrade to the core system, substantial updates to the software, or upgrades requiring a significant purchase would be required in order for Seller to configure the Telephone System such that it does transmit a notification to a central location at the facility where the system is installed or to another person or organization. Customer acknowledges and agrees that Seller will have no liability to Customer (and Customer shall have no rights or remedies) with respect to Customer's instructions in this respect. Customer further agrees to indemnify, defend and hold Seller and its affiliates and its and their respective employees, directors, officers, successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to Customer's instructions in this respect.

6. Customer agrees that its obligations under the foregoing Sections 1 through 5 are not subject to any limitations on the type or amount of Customer's liability to Seller, including, without limitation, any limitations on Customer's liability: (i) that might be set forth in any agreement entered into by and between Customer and Seller; or (ii) that might otherwise apply to this SOW or a purchase that relates to this SOW.

QUOTE CONFIRMATION



DEAR MATT RAY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES: Updated for Corrected Pricing

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LPJQ198	8/18/2020	LPJQ198	10386672	\$3,308.99

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA SKYPE F/BUS GOV P/U Mfg. Part#: LM9-00001-12-SLG Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	25	4476797	\$73.71	\$1,842.75
MS EA SKYPE CLOUD PBX GOV USL Mfg. Part#: LK9-00003-12-SLG Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	25	4543604	\$41.72	\$1,043.00
MS EA COMMONAREAPHONE P/D Mfg. Part#: KXG-00002-12-SLG Electronic distribution - NO MEDIA Contract: MARKET	3	5489069	\$41.72	\$125.16

PURCHASER BILLING INFO	SUBTOTAL	\$3,010.91
Billing Address: CITY OF EDGEWOOD ACCOUNTS PAYABLE 2224 104TH AVE E EDGEWOOD, WA 98372 Phone: (253) 952-3299 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$298.08
	GRAND TOTAL	\$3,308.99
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF EDGEWOOD MATT RAY 2224 104TH AVE E EDGEWOOD, WA 98372 Phone: (253) 952-3299 Shipping Method: ELECTRONIC DISTRIBUTION		

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Maurice Dixon

(866) 682-3459

maudixo@cdwg.com

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City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0522 - a motion approving Resolution 20-0522, awarding the contract for Edgewood Community Park to Active Construction Incorporated in the amount of \$3,621,672.08	Agenda Item #: 5.G
	For Agenda of: 09/08/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 20-0522 - 36th & Meridian Park Contract Award 2. 2 - ACI Contract - Signed by AMS 3. 3 - Public Works Payment Bond-Performance Bond - signed by AMS	
Approval of Materials: Jeremy Metzler Dave Gray 9/2/2020 Daryl Eidinger 9/3/2020	Expenditure Required: \$3,621,672 total construction (\$3,228,406 park, \$393,266 sewer extension)
	Amount Budgeted: \$3,000,000 (park construction)
	Timeline: 09/08/2020 RCM

Summary Statement:

On July 24, 2020, the City advertised a Call for Bids, and we received twelve (12) responses by the August 14, 2020 deadline, of which two were deemed non-responsive and have been omitted. The City's consultant, Gray & Osborne, Inc. (G&O), reviewed the bids and provided their dated August 24, 2020 recommendation letter to award the project to the lowest responsive, responsible bidder, which was Active Construction, Inc. Attached for Council consideration is a resolution authorizing the Mayor to execute the attached contract for said work.

Item History:

09/01/2020 SS

09/08/2020 RCM

Recommended Action:

Move to approve Resolution 20-0522 awarding the contract for Edgewood Community Park to Active Construction Incorporated in the amount of \$3,621,672.08

Fiscal Note/Consideration:

The Engineer's Construction Cost Estimate for this project was \$3,555,292, and the Council-adopted Capital Improvement Plan identified \$3,000,000 for park construction in 2020. Bids received range from \$3,621,672 to \$4,508,603.

As of August 27, 2020, the City's Park Impact fee fund balance is \$2,847,345, and the remaining RCO Grant fund balance is \$935,149. Some portion of these balances will be allocated toward invoices for outstanding

design closeout and construction management services not included herein.

It should also be noted that the sewer extension work cannot be entirely paid for using these funds. The 14 other properties adjacent to the sewer extension will be subject to a Latecomer's Agreement, providing the City opportunity for cost reimbursement.

RESOLUTION NO. 20-0522

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON,
AWARDING THE CONTRACT FOR EDGEWOOD
COMMUNITY PARK TO ACTIVE CONSTRUCTION
INCORPORATED IN THE AMOUNT OF \$3,621,672.08**

WHEREAS, the City Council has decided to construct the Edgewood Community Park, to be located at 10301 36th Street East, within the City of Edgewood; and

WHEREAS, the City has approved plans prepared by Gray and Osborne for construction of Edgewood Community Park, and the Engineer's Estimate for such work was \$3,555,291.90; and

WHEREAS, the City utilized a competitive bidding process to obtain bids for the work; and

WHEREAS, after twelve bids were received and opened, the City staff determined that, of the 10 deemed responsive, the lowest responsive and responsible bidder was Active Construction Incorporated in the amount of \$3,621,672.08; and

WHEREAS, Gray and Osborne and the Public Works Director analyzed the proposal and recommended that Active Construction Incorporated be awarded the contract as the lowest responsive and responsible bidder, based on its bid of \$3,621,672.08; and

WHEREAS, the City Council considered the recommendation of Gray and Osborne and the Public Works Director during its regular Council meeting of September 8, 2020, and determined that the contract should be awarded to Active Construction Incorporated;

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 the contract between the City of Edgewood and Active Construction Incorporated in the amount of \$3,621,672.08 for the Edgewood Community Park, which is attached hereto as Exhibit A.

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

ADOPTED THIS 8TH DAY OF SEPTEMBER, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Agreement and Bond Forms

PUBLIC WORKS CONTRACT

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

EDGEWOOD COMMUNITY PARK, to include furnishing all labor, materials and equipment necessary for the construction of Edgewood Community Park at 10301 36th Street East including but not limited to, clearing, grading, picnic shelter, restroom building, play area, parking lot, storm drainage, sanitary sewer, illumination, irrigation, landscaping and wetland enhancement, as further described in the Bid Documents. This includes Schedules A, B, and Additive Item 2 as described therein.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party’s heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF EDGEWOOD
2224 104th Ave E
Edgewood, WA 98372-1513
Contact: Jeremy Metzler
Phone: (253) 952-3299 x114
Email: jeremy@cityofedgewood.org

CONTRACTOR:

ACTIVE CONSTRUCTION INC.
5110 River Rd E
Tacoma, WA 98443
Contact: David Peterson
Phone: (253) 248-1091
Email: davidp@activeconstruction.com
Tax ID #: _____

5. **Notice to Proceed / Completion Time.** Contractor will commence the work set forth herein immediately after receiving written notice from the City to proceed, and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within no more than 150 working days, after issuance of such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

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

A. *In general.*

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The Contractor agrees to perform all work in accordance with this Contract and the following documents, which are incorporated herein by this reference:
 - This Contract
 - Scope of Work
 - Plans and Contract Drawings
 - Special Provisions
 - General Provisions
 - Bid Documents
 - Contractor's Proposal
 - Addenda (if any)
 - Performance and Bid Bond
 - All provisions required by law to be inserted into this Contract, whether actually attached hereto or not

In the event of a conflict between the provisions of any of the contract documents listed above, the provisions of the document first listed shall prevail.

- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations,

and administrative rulings in performing work for the Project.

- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Fridays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM.
- (6) Conditions of Work. By submitting a bid, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his/her own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured or waived by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings, if applicable, and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.
- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder

and for the failure of the items furnished under this order to so comply.

B. Work Performance.

- (10) Prevailing wages. Contractor shall pay the then current prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance. Upon execution of this Contract, Contractor, and any subcontractors, shall file a "Statement of Intent to Pay Prevailing Wages" with L&I and file a copy of the Statement of Intent to Pay Prevailing Wages with the City. The City shall not make any payments or reimbursements under the Agreement prior to receipt of all required Intent to Pay Prevailing Wages forms.

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

- (11) Notice to City. Minimum two (2) working days' prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (12) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (13) Schedule of Work to be followed. All Work shall be performed by the date for completion provided in this Contract. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (14) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (15) Project Administration. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. All work performed under this Contract will be monitored and inspected by the Public Works Director or

his or her designee, and accepted by same.

c. Non-Discrimination.

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

7. Compensation and Payment

- A. The City shall pay the Contractor for the work performed under this contract as follows (select one):
- ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☒ Lump sum price set forth on the Contractor's proposal; not to exceed \$3,621,672.08 (inclusive of all applicable taxes).
 - ☐ Unit prices set forth in the Contractor's proposal; not to exceed _____ plus all applicable taxes.
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

8. Performance Bond. If applicable, the Contractor shall provide a performance and payment

bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

Initial: _____ (Contractor)

9. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. In addition, the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
10. **Changes.** After execution of the Contract, changes in the scope of the work set forth in the Bid Documents may be accomplished by change order. Change orders shall be in writing signed by the Parties.
11. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending upon final acceptance of the project by the City, unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have

for the violation or nonperformance of any provisions of this Contract.

12. Responsibility Criteria and Verification by Contractor. Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. Responsibility Criteria.

(1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- e. Contractor is a licensed Electrical Contractor with the State of Washington Department of Labor and Industries; and
- f. Contractor has been in business performing electrical work for at least two years at the time of bid submittal.

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

13. Insurance.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

J. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

L. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

14. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions

of applicable standard specifications.

- C. “Damages” defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term “damages” applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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

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

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

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

16. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.

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

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

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

20. Use and Ownership of Logos and Documents. The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

21. Non-waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

22. Severability. Any provision or part of the Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

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

CITY OF EDGEWOOD

By: _____

Print name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Print name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:



Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate Officer Signature (*not Contract Signer*)

Print Name

Title

State of _____

County of _____

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

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

Notary Public (Signature)

Notary Public (Print)

My commission expires _____

PERFORMANCE BOND to CITY OF EDGEWOOD, WA

Bond No. _____

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Active Construction Incorporated (Principal), a contract for the construction of the project designated as Edgewood Community Park in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Three-Million Six-Hundred Twenty-One Thousand Six-Hundred Seventy-Two and 08/100 US Dollars (\$3,621,672.08) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect and the City, as obligee, may file a claim against such performance bond.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature	Date
---------------------	------

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title

Title _____

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

Ar N Ar

9/2/2020

City Attorney, City of Edgewood

Date _____

to CITY OF EDGEWOOD, WA

Bond No. _____

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Active Construction Incorporated (Principal), a contract for the construction of the project designated as Edgewood Community Park in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Three-Million Six-Hundred Twenty-One Thousand Six-Hundred Seventy-Two and 08/100 US Dollars (\$3,621,672.08) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12 and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect and the City, as obligee, may file a claim against such payment bond.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

SURETY

Surety Signature _____ Date _____

Printed Name _____

Title _____

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

9/2/2020

Date _____



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-044 - Speed Limit Radar Signs	Agenda Item #: 5.H
	For Agenda of: 09/08/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - DRAFT Purchase Order 2. 2 - City of Edgewood WA Cruiser LT trailer 3. 3 - City of Edgewood WA radar sign quote 4. EV 12FM Product Sheets 5. TL - Product Sheet - CruiserLT - 1015 6. Trailer Pictures	
Approval of Materials: Jeremy Metzler Dave Gray 9/2/2020 Daryl Eiding 9/3/2020	Expenditure Required: \$27,813.49
	Amount Budgeted: N/A
	Timeline: 09/01/2020-SS 09/08/2020 RCM

Summary Statement:

The City currently owns one speed limit radar trailer, and in recent years the Mayor has acquired four radar speed limit signs. The trailer does not collect any data, and managing sign deployment and data collection with our existing equipment takes quite a lot of staff time. Also, one of the radar signs was stolen in March, with no leads on recovery to date.

Staff recognizes that owning and operating radar speed limit signs has high value with regard to traffic calming and management. At the Mayor's direction, Staff looked into several makes and models of radar speed limit signs and trailers, focusing on data collection, cloud connectivity, GPS tracking, and power source flexibility (solar, battery, and direct).

After looking at overall cost, available features, and product demonstration, Staff recommends purchasing the TrafficLogix model included herein. It should be noted that Pierce County is a current customer of TrafficLogix, working to replace their entire stock of radar speed limit signs with this model. Each sign comes with one year of cloud connectivity in the base price.

Item History:

09/01/2020 SS

Recommended Action:

MOTION to authorize purchase of Speed Limit Radar Signs

Fiscal Note/Consideration:

- 6x Radar Signs w/ Solar @ \$2,814 each (+ tax & shipping)
- 1x Radar Sign Trailer @ \$7,801.80 (incl. tax & shipping)



CITY OF EDGEWOOD PURCHASE ORDER

DATE: 9/2/2020	INTERNAL:	VENDOR: Traffic Logix	PO NUMBER: 20200069
DELIVERY METHOD:		DELIVERY DATE:	
SPECIAL INSTRUCTIONS:			
COUNT:	DESCRIPTION:	UNIT \$	TOTAL \$
1	Radar Sign Trailer	\$5,899.00	\$5,899.00
6	Radar Signs, including brackets, batteries, etc.	\$2,880.67	\$17,284.00
	See attached quotes for detail		\$0.00
	Freight		\$2,125.00
SUBTOTAL			\$25,308.00
0.099 SALES TAX			\$2,505.49
STATE BID CONTRACT NUMBER:			PO TOTAL \$27,813.49
BARS NUMBERS			
BARS NUMBERS			
BARS NUMBERS			
BARS NUMBERS			
BARS NUMBERS			
AUTHORIZATION LEVEL:		BARS TOTAL	27813.49
AUTHORIZED BY:			
SIGNATURE:			

CONTACT/CONFIRMATION INFORMATION:

City of Edgewood
Finance Department
2224 104th Avenue East
Edgewood, WA 98372-1513
(253)952-3299
finance@cityofedgewood.org



Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

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Quote Number QUO-09181-K3H4T7
Created Date 8/12/2020
Expiration Date 9/14/2020
Prepared by Brett Ferrin

QUOTATION

Contact: Jeremy Metzler
Phone: 253-831-4266
Email: jeremy@cityofedgewood.org

City of Edgewood, WA

Shipping Address:

10301 24th Street East
Edgewood, WA 98372

Please call 24 hours in advance to arrange for delivery

Standard Features (Included) – Evolution Signs

- The Evolution radar feedback signs come with 1 year of unlimited cloud access. At the end of this 12 month period the customer has the option to either renew the cloud at a cost of \$400 per sign or resort back to a Bluetooth option at no cost.
- Sign powers down when no traffic present
- Programmable Speed Violator Flashing Strobe Light
- Ambient Light Sensor and Automatic Brightness adjustment
- Banding Mount Bracket
- Safe Pace Management Software
- Bluetooth

Special Notes

Quote Line Items – All Prices shown are in \$USD

Product	Product Code	Quantity	Sales Price	Total Price
EV12FM-Solar w/ Cruiser LT Tlr	EV12FMEYL-CLT Solar	1.00000	\$5,899.00	\$5,899.00

Totals

Subtotal	\$5,899.00
Freight	\$1,200.00
Sales Tax	\$702.80
Grand Total	\$7,801.80

Terms: 1% - 10 Days - Net 30 We also accept: MC - VISA - AMEX

IF TAX EXEMPT: Please Provide Tax Exempt Certificate with Order



Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

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Quote Number QUO-09181-K3H4T7
Created Date 8/12/2020
Expiration Date 9/14/2020
Prepared by Brett Ferrin

Delivery Requirements

Please Indicate the availability of the following as this determines the freight costs:

1. Do You have a Loading Dock? - Yes/No
2. Do you have a Fork Lift and Pallet Jack to unload? - Yes/No
3. Can access be gained by a 53 foot truck for delivery? - Yes/No
4. Is the delivery address a Construction site? - Yes/No
5. Is the delivery address a Military site? - Yes/No
6. If shipping to Military site, is a U.S. Driver required? - Yes/No

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

Thank you for choosing Traffic Logix. Please sign and return to:

bferrin@trafficlogix.com
Brett Ferrin
North America Sales Manager
(801) 391-8784

Please complete to set up new account: <https://trafficlogix.com/business-application-form/>



Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

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Quote Number QUO-10029-K9J6N8
Created Date 8/27/2020
Expiration Date 9/28/2020
Prepared by Brett Ferrin

QUOTATION

Contact: Jeremy Metzler
Phone: 253-831-4266
Email: jeremy@cityofedgewood.org

City of Edgewood, WA
2224 104th Avenue East
Edgewood, Washington 98372
United States

Shipping Address:
10301 24th Street East
Edgewood, Washington 98372
United States

Standard Features (Included) – Evolution Signs

- The Evolution radar feedback signs come with 1 year of unlimited cloud access. At the end of this 12 month period the customer has the option to either renew the cloud at a cost of \$400 per sign or resort back to a Bluetooth option at no cost.
- Sign powers down when no traffic present
- Programmable Speed Violator Flashing Strobe Light
- Ambient Light Sensor and Automatic Brightness adjustment
- Banding Mount Bracket
- Safe Pace Management Software
- Bluetooth

Special Notes

Quote Line Items – All Prices shown are in \$USD

Product	Product Code	Quantity	Sales Price	Total Price
Universal Bracket (Full Set)	SP1BK2	6.00000	\$115.00	\$690.00
Evolution 12 Full Matrix - Battery	EV12FMEYL-BAT	2.00000	\$2,899.00	\$5,798.00
Evolution 12 Solar - Full Matrix - Inc. Solar panel and battery	EV12FMEYL-SOLLA	4.00000	\$2,699.00	\$10,796.00
Evolution 12 Full Matrix - AC English Yellow	EV12FMEYL-AC	1.00000	\$2,499.00	\$0.00

Totals

Subtotal	\$17,284.00
Freight	\$925.00
Sales Tax	\$1,802.69
Grand Total	\$20,011.69



Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

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Quote Number QUO-10029-K9J6N8
Created Date 8/27/2020
Expiration Date 9/28/2020
Prepared by Brett Ferrin

Terms: 1% - 10 Days - Net 30 We also accept: MC - VISA - AMEX

IF TAX EXEMPT: Please Provide Tax Exempt Certificate with Order

Delivery Requirements

Please Indicate the availability of the following as this determines the freight costs:

1. Do You have a Loading Dock? - Yes/No
2. Do you have a Fork Lift and Pallet Jack to unload? - Yes/No
3. Can access be gained by a 53 foot truck for delivery? - Yes/No
4. Is the delivery address a Construction site? - Yes/No
5. Is the delivery address a Military site? - Yes/No
6. If shipping to Military site, is a U.S. Driver required? - Yes/No

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____

Thank you for choosing Traffic Logix. Please sign and return to:

bferrin@trafficlogix.com
Brett Ferrin
North America Sales Manager
(801) 391-8784

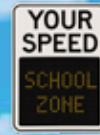
Please complete to set up new account: <https://trafficlogix.com/business-application-form/>



SafePace® Evolution 12FM

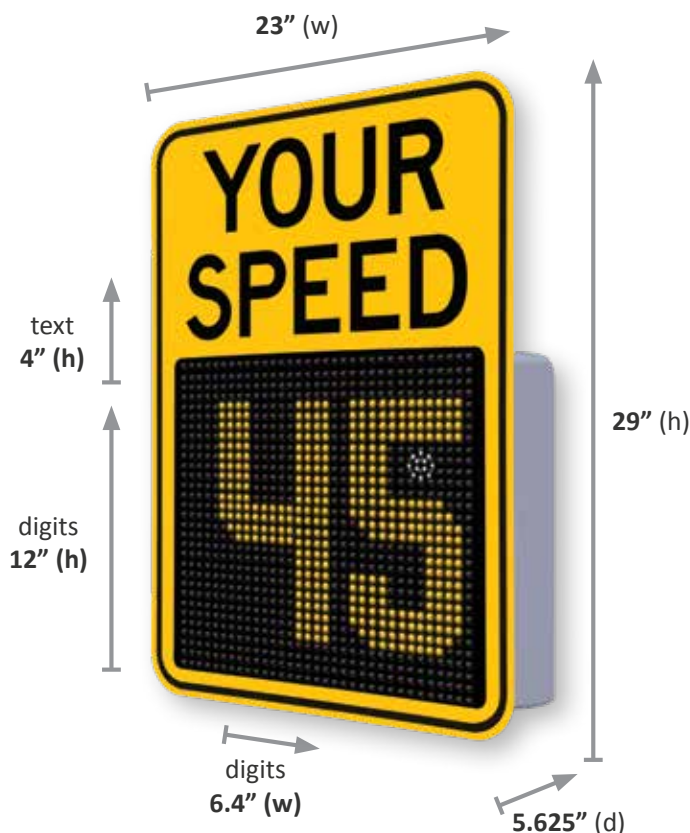
The SafePace Evolution 12FM variable message sign is a compact, portable solution offering adjustable driver-responsive messages.

The compact yet robust Traffic Logix SafePace Evolution 12FM offers the flexible, customizable messaging options you'd expect from a larger sign. The sign includes a full matrix for text, graphics, or 12" speed display, including speed activated digit color changes and choice of messaging color. The Evolution 12FM sign is the sign with a small footprint yet wide range of messaging options.



EV 12FM Specifications	
Digit Size	12"
Height	29"
Weight	20 lbs
24/7, 365 Scheduling	✓
Data Collection	✓
Solar Compatibility	✓
Battery Operated	✓
Universal Mounting	✓
Cloud Compatibility	✓
Trailer Compatibility	✓
Dolly Compatibility	✓
Hitch Compatibility	✓
Warranty	2 Years

Features
Compact design offers all the features and visibility you'd expect from a full size variable message sign.
Allows for animated text or graphics such as moving arrows or a scrolling message.
Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.
Dual Color Display: LED digit color can be programmed to change based on driver speed
Ultra low power consumption including the most power-efficient radar technology available and optional solar power.
Includes integrated flashing speed violator strobe to alert speeding drivers.
Stealth Mode allows the sign to collect baseline traffic data while speed display appears blank to motorists.



Feature	Specifications
Dimensions	
Digits	12"(h) x 6.4"(w), 936 LEDs
Variable Message Matrix mode	13"(h) x 18.25"(w), 936 LEDs
Unit with "YOUR SPEED" sign mounted	Full size sign: 29.0"(h) x 23.0"(w) x 5.625"(d)
Sign Weight (includes "YOUR SPEED" sign (2 lbs) mounted)	
AC Powered	20 lbs
Battery Powered Model	20 lbs (not including batteries)
Solar powered model	20 lbs (does not include batteries, solar panel or bracket)
General Specifications	
Operating Temperatures F (C):	-40° (-40°) to 185° (85°)
3-Digit Speed Display	Miles Per Hour (mph): 3-99 mph Kilometers Per Hour (km/h): 5-160 km/h
Faceplate	High-Intensity prismatic reflective sheeting on "YOUR SPEED" signs with black colored text. MUTCD approved colors and format
Communications	Bluetooth, GSM/GPRS
Programming	SafePace® Pro management software SafePace® Cloud remote management 24/7 365 day unlimited programming and scheduling

Feature	Specifications
Power Options (Electrical Specifications)	
AC power input	100~240 V AC
DC power input	12 V DC
Solar panel options	50W or 90W solar panel
Radar	
Internal Radar:	Doppler (FCC approved)
Model	DF 600
Radar RF out	5 mW maximum
Radar f-center	24.125 GHz or 24.200 GHz
Pickup distance	Up to 400 feet
Beam angle	24° (vertical) x 12° (horizontal)
Beam polarization	Linear
CE Mark (Radar)	Yes
Display	
LEDs	948
Digits	468 LEDs: Color: Yellow (590 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 9000 – 22400 Ev,[lux]/LED 468 LEDs: Color: Red (633 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 7100 – 18000 Ev,[lux]/LED
Speed Violator Strokes	12 LEDs: Color: White (2700 K – 6500 K) Viewing angle at 50% IV: 150° Luminous Flux: typically 33lm @ 4000 K Luminous Efficacy: typically 176 lm/W @4000 K
Ambient light sensor	1 sensor and automatic brightness adjustment
Enclosure	
Construction	Vandal resistant, lightweight polymer. Matte black front for reduced glare and maximum contrast. Light gray body to minimize heat absorption
Weatherproof Rating	Weatherproof, NEMA 4X-12, IP65 level compliant. Non-sealed and ventilated
Warranty	
Sign	2 years
Batteries	1 year



SafePace® Cruiser LT

Rotating Speed Trailer

The SafePace Cruiser LT trailer allows you to use your SafePace sign for traffic calming on the go.

The unique Cruiser LT allows you to rotate your SafePace sign, eliminating the need for precise parking and protecting the sign face during travel. When used with the SafePace 800, the Cruiser LT allows for vertical or horizontal sign display. Built to last, the compact, affordable Cruiser LT trailer will let you get the most out of your SafePace signs.



Cruiser LT Specifications

Width	51"
Length	92"
Height in deployed position	118"
Travel Height, down position	77"
Weight	425 lbs
Tire Size	12"
Trailer lights	Sealed Beam
Warranty	2 Years

Features

Can be deployed in under 3 minutes by a single operator
Ideal for rotating in high traffic neighborhoods, school zones, work zones , or for special events
Low profile and light weight makes it easy to tow and transport
Rotating system allows you to direct sign toward traffic and protects face during travel
Displays sign vertically or horizontally when used with SafePace 800 sign
Polyester powder coat finish for rust-proof protection
Compatible with all SafePace signs
Torflex axle for cushioned ride
Interchangeable speed limit sign included
Limited maintenance , cost effective solution for years of continuous use





City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0523 - a motion approving Resolution 20-0523, Granting Final Plat approval to the plat of Volente	Agenda Item #: 6A
	For Agenda of: 09/08/2020
	Prepared by: Emily Arteche
Attachments (list): - Resolution 20-0523 - Exhibit 2_ Engineering Cert_#20_1111 - Exhibit 3_Condition Review Volente_ #20_1111 - Exhibit 4_ HE Decision_Signed_#20-1111 - Exhibit 5_Reference Location Map_#20-1111	
Approval of Materials: Emily Arteche Dave Gray 9/3/2020 Daryl Eidinger 9/3/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: RCW 58.17.140 requires that a final decision on a final plat must be issued within 30 days or less after submission of the complete application.

Summary Statement:

The Volente subdivision is located at 8626, 8715, 8716, 8723, 8724 8724 33rd Street East and 3213 & 3302 87th Ave East, Edgewood, Washington. The Volente Subdivision project subdivides a total of 4.91 acres located in the Single-Family Three (SF-3) zoning classification into a total of fifteen (15) single-family lots. The Final Plat application was submitted to the City on March 4, 2020, and deemed complete May 4, 2020. The staff report (Exhibit B in Resolution 20-0523) details the facts relating to the applicant's compliance with the approvals issued for the project. The project has been substantially constructed with the exception of bonding for installation of landscaping (trees) improvements.

The applicant is obtaining signatures on the final plat document and Covenants, Conditions, Easements Restrictions and Reservations document. Staff has asked the applicant to hold the final documents for a single submittal when all are fully executed due to the current closure of City Hall to the public. Staff recommends approval of the final plat having reviewed the detail of the referenced permits and all associated approvals, conditioned upon the submittal of the final documents and bonding.

Final plat approval must be made by the legislative body (City Council). The final plat approval is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms to state law and local ordinances, final approval must be granted (RCW 58.17.170). The process to be followed by the City Council in the review, approval or denial of this application is that of a closed record decision under EMC 18.40.190(H)(8). There is no opportunity for public testimony

Item History:

N/A

Recommended Action:

Move to approve Resolution 20-0523 Volente Final Plat

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 20-0523

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, GRANTING FINAL PLAT APPROVAL TO THE PLAT OF VOLENTE

WHEREAS, on November 3, 2016, an application to subdivide 4.91 acres into 15 single-family residential lots zoned Single Family 3, (SF-3) and located at 8626, 8715, 8716, 8723, 8724 8724 33rd Street East and 3213 & 3302 87th Ave East, Edgewood, WA 98372 was submitted; and

WHEREAS, the City issued a Mitigated Determination of Non-significance (MDNS) on April 17, 2017, with 32 mitigating measures, and there were no appeals to the MDNS; and

WHEREAS, on May 23, 2017, the Hearing Examiner held a hearing on the preliminary plat, and on June 8, 2017, the Hearing Examiner granted preliminary plat approval for 15 single-family residential lots to comply with the maximum density of the site, subject to four-five (45) conditions; and

WHEREAS, the Site Development Permit, File 17-1435 for the subdivision infrastructure was submitted to the City on September 29, 2017, approved on January 24, 2019, and issued to the applicant on January 25, 2019; and

WHEREAS, the City of Edgewood issued the City Engineer's Certificate of Improvements for Volente on April 7, 2020, documenting the completion of the required infrastructure improvements through construction and minor bonding, subject to conditions; and

WHEREAS, on March 4, 2020, an application was submitted to the City for final plat approval attached as Exhibit A; and

WHEREAS, the final plat application has been reviewed by relevant City departments and summarized in a Staff Report dated September 3, 2020, and attached as Exhibit B, and City Staff determined the applicant has met the criteria for final plat approval;

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

Section 1. Adoption of Findings. The City Council hereby adopts the findings included in the City of Edgewood Staff Report, Findings and Recommendation, File 20-1111, attached hereto as Exhibit B and incorporated herein by this reference.

Section 2. Grant of Approval. The City Council hereby grants final approval to Volente (15-lot) plat attached as Exhibit A and Staff and the Mayor are authorized to inscribe and execute the Council's approval on the face of the plat, subject to completion of the bonded improvements

and recording of the Final Plat and Amendment to the Covenants, Conditions and Restrictions with the Pierce County Auditor.

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

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

PASSED THIS 8TH DAY OF SEPTEMBER 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:



Ann Marie J. Soto, City Attorney

VOLENTE SUBDIVISION

A REPLAT OF LOTS 6-8 & 22-26 YEW WOOD VIEW, VOL 36, PG 9
IN THE NW 1/4 OF THE NW 1/4, SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.,
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNER(S) IN FEE SIMPLE AND LIEN HOLDERS OF THIS LAND HEREBY SUBDIVIDE, DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF SAME AND DEDICATE AND CONVEY TO THE CITY OF EDGEWOOD, FOREVER, THE USE OF ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC ROADWAY, UTILITY INSTALLATION, AND STORM DRAINAGE INSTALLATION, TOGETHER WITH THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON.

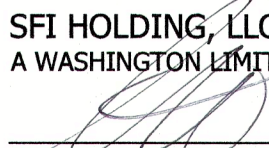
FURTHERMORE, WE UNDERSIGNED OWNERS OF THE INTERESTS IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATES THE SAME FOR A COMMON INTEREST COMMUNITY NAMED VOLENTE SUBDIVISION, A PLAT COMMUNITY AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION OF COVENANTS FOR VOLENTE SUBDIVISION RECORDED UNDER PIERCE COUNTY RECORDING NO. _____.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED WAIVE FOR THEMSELVES, THEIRS HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF EDGEWOOD, ITS SUCCESSORS AND ASSIGNS, WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THE SUBDIVISION.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS. ALSO THE SPECIFIC CONDITIONS AND/OR AGREEMENTS THAT ARE CONDITIONS OF THIS PLAT ARE MADE A PART THERETO AND THE OWNERS AND THEIR ASSIGNS AND DO HEREBY AGREE TO AND/OR COMPLY WITH THESE CONDITIONS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS, WE HAVE HEREUNTO SET OUR HANDS.

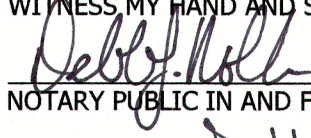
SFI HOLDING, LLC
A WASHINGTON LIMITED LIABILITY CORPORATION

MANAGING MEMBER

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE)

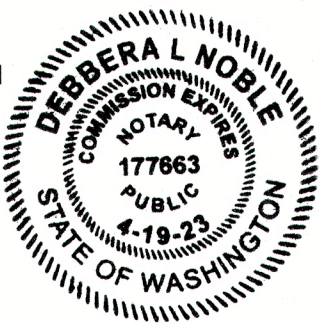
ON THIS 2nd DAY OF September, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Puan B. Schmitzer, TO ME KNOWN TO BE THE MANAGING MEMBER OF SFI HOLDING, LLC, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT OF AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT (HE/SHE/THEY) (IS/ARE) AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.


NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

PRINTED NAME: Debbara L. Noble

MY COMMISSION EXPIRES: 04/19/2023

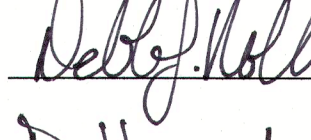


NOTARY FOR SURVEY OF PLAT

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT THOMAS E. BATTEY IS THE PERSON WHO APPEARED BEFORE ME, ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, AND ACKNOWLEDGED IT TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

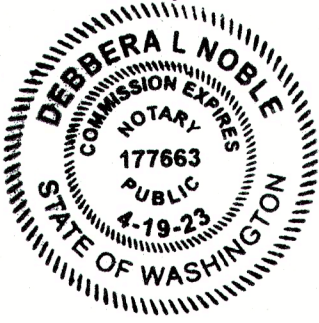
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF September, 2020.



Debbara L. Noble
(PRINTED NAME)

NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON

MY APPOINTMENT EXPIRES: 04/19/2023



APPROVALS

CITY OF EDGEWOOD PLAT NO. 20-1111

CITY OF EDGEWOOD AGENCY APPROVAL

APPROVED AT TO BEING IN COMPLIANCE WITH ALL TERMS OF THE PRELIMINARY APPROVAL OF THE PROPOSED PLAT.

APPROVED THIS _____ DAY OF _____, 20 ____.

COMMUNITY DEVELOPMENT DIRECTOR

CITY ENGINEER

APPROVED AS TO THE LAYOUT OF STREETS, ALLEYS, AND OTHER RIGHTS OF WAY, DESIGN OF STORM SEWER SYSTEMS, AND OTHER STRUCTURES.

APPROVED THIS _____ DAY OF _____, 20 ____.

PUBLIC WORKS DIRECTOR

CITY OF EDGEWOOD COUNCIL APPROVAL

PURSUANT TO RESOLUTION, _____ THE EDGEWOOD CITY COUNCIL FINDS THIS PLAT CONFORMS TO ALL TERMS OF ITS PRELIMINARY APPROVAL, APPLICABLE STATE AND LOCAL LAWS AND THE EDGEWOOD MUNICIPAL CODE IN EFFECT AT THE TIME OF PRELIMINARY PLAT APPROVAL AND HEREBY AUTHORIZES THE MAYOR TO EXECUTE ITS WRITTEN APPROVAL ON THE FACE OF THE PLAT.

APPROVED THIS _____ DAY OF _____, 20 ____.

CITY OF EDGEWOOD MAYOR

ASSESSOR/TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING THE THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

ASSESSOR/TREASURER
PIERCE COUNTY, WASHINGTON

DATE

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

PRELIMINARY INSPECTIONS INDICATE SOIL CONDITIONS ALLOW THE USE OF SEPTIC TANKS AND COMMUNITY DRAINFIELD SEWAGE DISPOSAL FOR ALL LOTS WITHIN THIS PLAT. PROSPECTIVE PURCHASERS OF THE LOTS MUST RECEIVE SEPTIC DISPOSAL TANK PERMITS PRIOR TO THE ISSUANCE OF BUILDING PERMITS.

DEPARTMENT REPRESENTATIVE

DATE

AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 20 ____, AT _____ MINUTES PAST _____ O'CLOCK, __M. RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON.

RECORDING NO.: _____

FEE: \$ _____

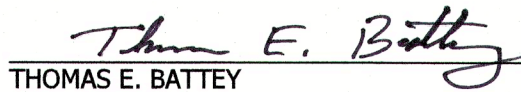
JULIE ANDERSON
PIERCE COUNTY AUDITOR

BY: _____

SURVEYOR'S CERTIFICATE

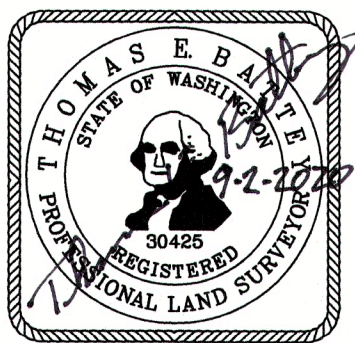
I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY; THAT THE PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL OTHER MONUMENTS AND LOT CORNERS HAVE BEEN SET OR BONDED WITH THE COUNTY AND WILL BE SET PRIOR TO THE RELEASE OF THE BOND; THAT I HAVE COMPLIED WITH ALL STATE AND CITY REGULATIONS GOVERNING PLATTING AND THAT IT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

FURTHERMORE, THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SFI HOLDING, LLC, IN JULY, 2019. I HEREBY CERTIFY THAT THIS MAP FOR VOLENTE SUBDIVISION IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.


THOMAS E. BATTEY
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 30425

SEPT. 2, 2020
DATE

SHEET 1 OF 4



VOLENTE SUBDIVISION
A REPLAT OF LOTS 6-8 & 22-26 YEW WOOD VIEW, VOL 36, PG 9
IN THE NW 1/4 OF THE NW 1/4, SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.,
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

LEGAL DESCRIPTION

(PER FIRST AMERICAN TITTLE INS. CO SUBDIVISION GUARANTEE NO. 3285689 DATED JULY 24,2019)

PARCEL A

LOT(S) 6, 7,8, 22, 23, 24, 25, AND 26 OF YEW WOOD VIEW, AS PER PLAT RECORDED IN VOLUME 36 OF PLATS, PAGE 9, RECORDS OF PIERCE COUNTY, WASHINGTON.

PARCEL B

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., THENCE SOUTH 00°31'45" EAST 610.87 FEET ALONG THE WEST LINE OF SAID SECTION 16 TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;
THENCE NORTH 56°58'50" EAST 117.65 FEET TO THE WEST LINE OF THE PLAT YEW WOOD VIEW AS PER PLAT RECORDED IN VOLUME 36 OF PLATS , PAGE 9, IN PIERCE COUNTY, WASHINGTON;
THENCE SOUTH 00°01'10" EAST 113.43 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 89°57'16" WEST 98.05 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID SECTION 16; THENCE NORTH 00°31'45" WEST 69.40 FEET ALONG THE WEST LINE OF SAID SECTION 16 TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF EDGEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

TAX PARCEL NUMBERS:

PARCEL "A" 9853000060, 9853000070, 9853000080, 9853000220, 9853000230, 9853000240, 9853000250, 9853000260
PARCEL "B" 0420162032

TITLE EXCEPTIONS

1-9) TAXING MATTERS

10) ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY, DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY SHORT PLAT OR PLAT OF YEW WOOD VIEW RECORDED IN VOLUME 36 OF PLATS, PAGE 9 (PARCEL "A").

11) COVENANTS, CONDITIONS, RESTRICTIONS, AND/OR EASEMENTS AFN 2283952 (PARCEL "A").

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO PUGET SOUND ENERGY, MOUNTAIN VIEW EDGEWOOD WATER COMPANY, CITY OF EDGEWOOD, CENTURY LINK COMMUNICATIONS, INC., ANY CABLE TELEPHONE COMPANY, ANY TELEPHONE COMPANY, PIERCE COUNTY, U. S. POSTAL SERVICE, ANY OTHER PUBLIC OR PRIVATE UNDERGROUND UTILITY SERVICE AND OTHER UTILITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET OF ALL LOTS AND TRACTS (EXCEPT TRACT B) AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING EXISTING OR PROPOSED ACCESS RIGHT OF WAY AND TRACTS, AS WELL AS AN EASEMENT WITHIN ALL TRACTS, IN WHICH TO INSTALL, LAY, CONSTRUCT, ENLARGE, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH SANITARY SEWERS, STORM DRAINAGE, ELECTRIC, GAS, TELEPHONE, WATER AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, STREETS, SPACES AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

MAINTENANCE COVENANT

EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED HEREIN ON THE PLAT FOR VOLENTE SUBDIVISION. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION AS ESTABLISHED BY COVENANT RECORDED UNDER AUDITOR'S FILE NUMBER _____.

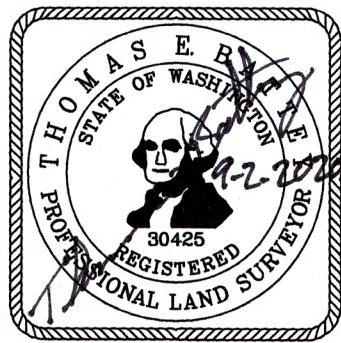
CONDITIONS OF APPROVAL

1. EMERGENCY VEHICLE ACCESS REQUIREMENTS SHALL BE MET IN ACCORDANCE WITH EMC 15.52. FIRE FLOW AND/OR FIRE PROTECTIONS REQUIREMENT SHALL BE DETERMINED AT THE TIME OF APPLICATION FOR A BUILDING PERMIT.
2. NO BUILDING SHALL BE CONSTRUCTED WITHIN 8 FEET OF A POWER TRANSFORMER.
3. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE ONGOING MAINTENANCE OF ALL COMMON TRACTS WITHIN THIS SUBDIVISION INCLUDING THE COMMUNITY DRAINFIELD AND PARK TRACT, PLANTER BUFFER STRIPS (INCLUDING WEEDING, MOWING, ETC.), STORMWATER FACILITIES, AND STREET LIGHTING.

TRACT NOTES

1. TRACT "A" IS A PRIVATE STORM DRAINAGE AND ACCESS TRACT. ALL LOT OWNERS HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT "A", AND UNDIVIDED RESPONSIBILITY FOR THE TAXES FOR TRACT "A". THE VOLENTE SUBDIVISION HOMEOWNERS ASSOCIATION IS GRANTED AN EASEMENT FOR THE MAINTENANCE OF TRACT "A". LOT 6 IS GRANTED AN ACCESS EASEMENT ACROSS TRACT 'A'.
2. TRACT "B" IS A PRIVATE PARK AND COMMUNITY DRAINFIELD TRACT. ALL LOT OWNERS HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT "B", AND UNDIVIDED RESPONSIBILITY FOR THE TAXES FOR TRACT "B". THE VOLENTE SUBDIVISION HOMEOWNERS ASSOCIATION IS GRANTED AN EASEMENT FOR THE MAINTENANCE OF TRACT "B". THE CITY OF EDGEWOOD IS HEREBY GRANTED A PERMANENT, NONEXCLUSIVE EASEMENT AND RIGHT OF ACCESS TO, OVER, AND THROUGH TRACT "B".

SHEET 2 OF 4





LARSON
And Associates
Land Surveyors & Engineers, Inc.

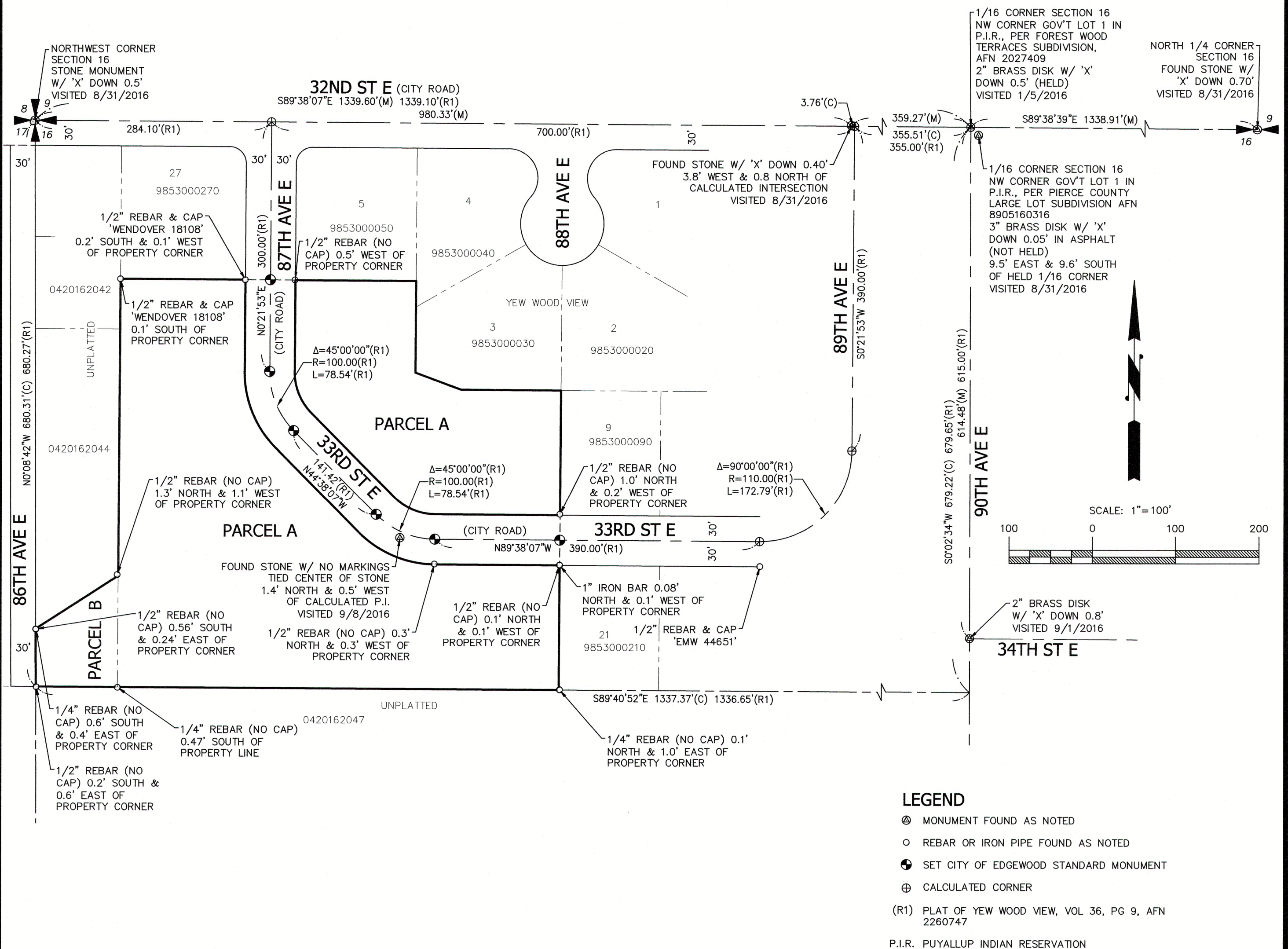
8605 FP
9/02/2020

9027 PACIFIC AVENUE, SUITE 4
TACOMA, WASHINGTON 98444-6247
(253)474-3404 / FAX (253)472-7358

VOLENTE SUBDIVISION

A REPLAT OF LOTS 6-8 & 22-26 YEW WOOD VIEW, VOL 36, PG 9
IN THE NW 1/4 OF THE NW 1/4, SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.,
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

SECTION SUBDIVISION



LEGEND

- ⊙ MONUMENT FOUND AS NOTED
- REBAR OR IRON PIPE FOUND AS NOTED
- ⊕ SET CITY OF EDGEWOOD STANDARD MONUMENT
- ⊕ CALCULATED CORNER
- (R1) PLAT OF YEW WOOD VIEW, VOL 36, PG 9, AFN 2260747
- P.I.R. PUYALLUP INDIAN RESERVATION

BASIS OF BEARING AND HORIZONTAL DATUM

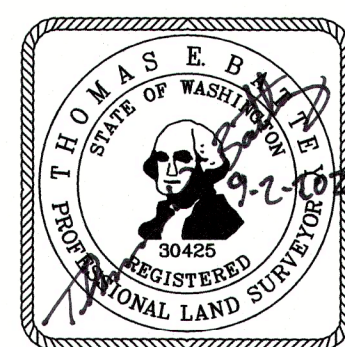
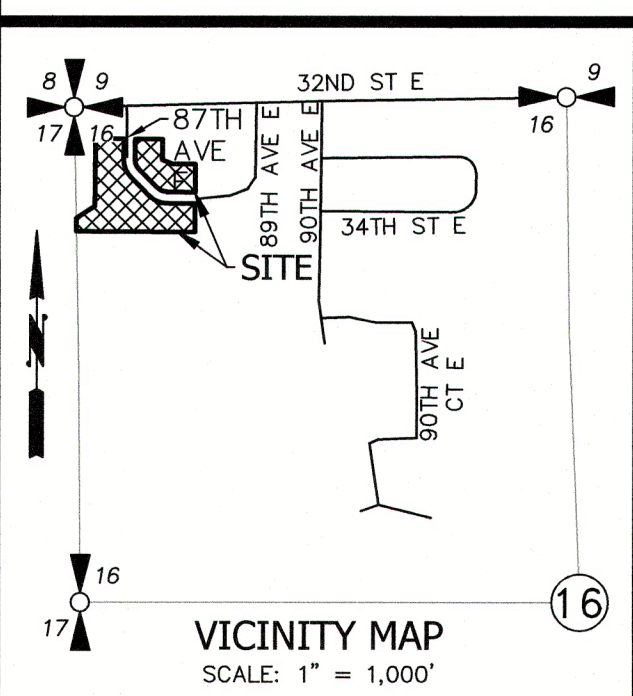
NAD 83/11 WASHINGTON SOUTH ZONE
ESTABLISHED USING GPS RTK ROVER CONSTRAINED TO PIERCE COUNTY
CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS)

METHOD OF SURVEY AND FIELD EQUIPMENT UTILIZED:

THIS SURVEY WAS PERFORMED BY CONVENTIONAL FIELD TRAVERSE, UTILIZING A TRIMBLE S5 OR S6 TOTAL STATION AND GPS RTK ROVER METHODOLOGY

"THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE 'SURVEY RECORDING ACT' CHAPTER 58.09 RCW AND 332-130-070 WAC"

SHEET 3 OF 4



LARSON
And Associates
Land Surveyors & Engineers, Inc.

8605 FP
9/02/2020

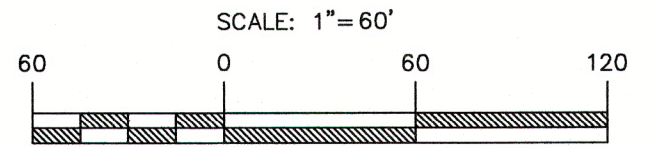
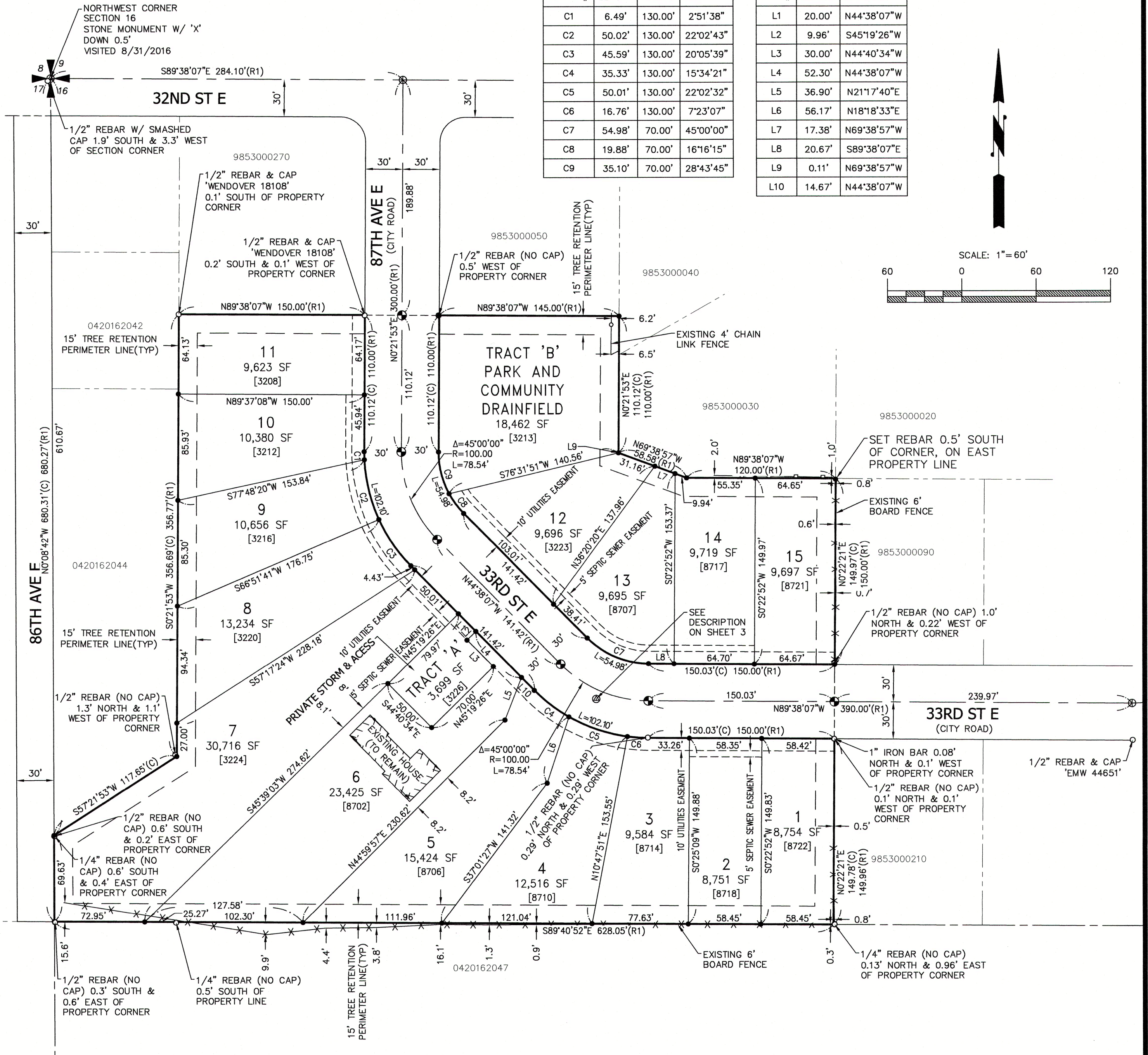
9027 PACIFIC AVENUE, SUITE 4
TACOMA, WASHINGTON 98444-6247
(253)474-3404 / FAX (253)472-7358

VOLENTE SUBDIVISION

A REPLAT OF LOTS 6-8 & 22-26 YEW WOOD VIEW, VOL 36, PG 9
IN THE NW 1/4 OF THE NW 1/4, SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.,
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	6.49'	130.00'	2°51'38"
C2	50.02'	130.00'	22°02'43"
C3	45.59'	130.00'	20°05'39"
C4	35.33'	130.00'	15°34'21"
C5	50.01'	130.00'	22°02'32"
C6	16.76'	130.00'	7°23'07"
C7	54.98'	70.00'	45°00'00"
C8	19.88'	70.00'	16°16'15"
C9	35.10'	70.00'	28°43'45"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.00'	N44°38'07"W
L2	9.96'	S45°19'26"W
L3	30.00'	N44°40'34"W
L4	52.30'	N44°38'07"W
L5	36.90'	N21°17'40"E
L6	56.17'	N18°18'33"E
L7	17.38'	N69°38'57"W
L8	20.67'	S89°38'07"E
L9	0.11'	N69°38'57"W
L10	14.67'	N44°38'07"W



LEGEND

- ⊙ MONUMENT FOUND AS NOTED
- REBAR OR IRON PIPE FOUND AS NOTED
- ⊕ SET CITY OF EDGEWOOD STANDARD MONUMENT
- ⊕ CALCULATED CORNER
- SET 1/2" REBAR & CAP 'BATTEY 30425'
- (R1) PLAT OF YEW WOOD VIEW, VOL 36, PG 9, AFN 2260747
- [####] ADDRESS

BASIS OF BEARING AND HORIZONTAL DATUM

NAD 83/11 WASHINGTON SOUTH ZONE
ESTABLISHED USING GPS RTK ROVER CONSTRAINED TO PIERCE COUNTY
CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS)

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*THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW AND 332-130-070 WAC



L

LARSON

And Associates

Land Surveyors & Engineers, Inc.

8605 FP

9/02/2020

9027 PACIFIC AVENUE, SUITE 4

TACOMA, WASHINGTON 98444-6247

(253)474-3404 / FAX (253)472-7358

SHEET 4 OF 4



Staff Report, Findings and Recommendation
Volente Subdivision - Final Plat Approval

To: Edgewood City Council
From: Kristin Moerler, Senior Planner
Date: September 8, 2020
Subject: Final Plat Approval for Volente Subdivision

NAME OF SUBDIVISION: Volente Subdivision

NUMBER OF LOTS: A proposal to develop 9 parcels totaling 4.91 acres parcel into 15 residential single-family lots.

CITY FILE NUMBER: #20-1111

CITY FILE NUMBER AND NAME FOR PRELIMINARY PLAT APPROVAL:

#16-5459 Volente Subdivision

CITY FILE NUMBER AND NAME FOR SITE DEVELOPMENT PERMIT APPROVAL:

#17-1435 Volente Site Development

LOCATION: 8626 33th Street East Edgewood, WA 98371 including the following additional addresses: 8715, 8716, 8723, 8724 33rd Street E and 3213 and 3302 87th Ave E (Tax Parcels. 9853000220, 9853000230, 9853000240, 0420162032, 9853000250, 9853000260, 9853000060)

APPLICANT/ PROPERTY OWNER: Grant Middleton, Larson and Associates, 9027 Pacific Avenue, Suite 4, Tacoma, WA 98444

LEGAL DESCRIPTION: The legal description is located on page 2 of the Final Plat document

ZONING: SF-3 (Single Family-Three)

COMPREHENSIVE PLAN DESIGNATION: Single Family Moderate.

CRITICAL AREAS: None.

SEPA: The City of Edgewood issued a Final Mitigated Determination of Non-significance (MDNS) using the optional DNS process pursuant to WAC 197-11-355 on April 17, 2017. Appeal period ended on May 2, 2017. There were no appeals to the MDNS.

PRELIMINARY PLAT APPROVAL: The City of Edgewood Hearing Examiner granted preliminary approval subject to forty-five (45) conditions on June 8, 2017.

FINAL PLAT APPLICATION: Application was received on March 4, 2020. The City deemed the application complete on May 4, 2020.

I. APPROVAL PROCESS

Final plat approval must be made by the legislative body (City Council). The final plat approval is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms to state law and local ordinances, final approval must be granted (RCW 58.17.170).

The final plat is reviewed by staff for conformance with preliminary plat approval conditions and all applicable laws and regulations. In this report, City staff is submitting written findings and a recommendation to the City Council for final plat approval.

Pursuant to EMC Section 16.04.160 and RCW 58.17.170(1), "when the legislative body of the city . . . finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval and that said subdivision meets the requirements of Chapter 58.17 RCW, other applicable state laws and any local ordinances adopted under

this chapter which were in effect at the time of preliminary plat approval, it shall suitably inscribe and execute its written approval on the face of the plat."

II. PROJECT ANALYSIS AND STAFF FINDINGS

The proposed subdivision is determined by staff to meet the criteria established in the Edgewood zoning and subdivision ordinances, the City of Edgewood Comprehensive Plan, and to be generally consistent with the requirements and conditions of the preliminary plat approval.

A. Conformance with the City of Edgewood Zoning Ordinance (EMC Title 18)

The zoning designation of the property is SF-3. The preliminary plat approval details the project's compliance with the zoning designation applicable to the proposed development which includes a stormwater tract and a park/community drainfield tract as well as pedestrian amenities and improvements to 87th Avenue East. The site is a total of 4.91 acres in size. The plat, as conditioned by the Hearing Examiner to include a maximum of 15 lots, provides a net density of 3 units per acre consistent with the allowed density for the SF-3 zone.

All lots generally have sufficient building area to accommodate a reasonably sized, single-family residential home. The building permit process will include review of zoning provisions applicable to the individual lot development and assure compliance with lot development standards.

B. Conformance with the City of Edgewood Subdivision Ordinance (EMC Title 16) and Issuance of the Hearing Examiner's conditions of approval.

The applicant submitted a final plat application in conformance with 16.04.100-16.04.180. The final plat and associated submittals have been reviewed against the approved project conditions and subdivision standards. Staff finds the proposed subdivision conforms to EMC Title 16.

C. Conformance with the Comprehensive Plan

The Comprehensive Plan designation of the property is Single Family Moderate. Allowed uses in the Single Family Moderate designation are intended to preserve and maintain established residential neighborhoods. Allowable uses include single family detached dwelling units and compatible uses. The maximum number of allowable dwelling units in

the SF-3 Moderate is three (3) dwelling units per acre. Staff finds the proposed subdivision is in conformance with the Comprehensive Plan.

D. Conformance with the City of Edgewood Engineering Requirements

The City's Public Works staff and City Engineer have reviewed the civil design, construction drawings and final plat application with the purpose to promote the public health, safety, and welfare in accordance with the standards established by the state and the City to provide and promote safe, convenient vehicle access on public and private streets, to facilitate the adequate provision of public water and sewer service and for the proper handling of stormwater.

The City Engineer issued a City Engineer's Certificate of Improvements for of Volente file #17-1435 for site development improvements in accordance with Chapter 16.04 EMC on April 7, 2020. The City has determined substantial completion of the required improvements associated with conditions for preliminary subdivision.

E. Conformance with Hearing Examiner's conditions of approval

The Hearing Examiner imposed four-fifty (45) conditions of approval on the Volente Preliminary Plat. These Hearing Examiner Conditions include all MDNS mitigation measures and other code requirements to be met during the site development phase of the subdivision construction.

Maintenance bonding has been approved for street trees to be maintained by the Homeowners Association. Hearing Examiner conditions imposed on the project included a number of procedural and informative conditions specifying the duration of the permit approval, final plat permit submittal and final plat recording requirements. The applicant has conformed to the procedural requirements for Final Plat approval at this time. Staff will coordinate receipt, signing and recording of the final documents with the applicant to assure all recording requirements are met.

III. STAFF RECOMMENDATION

Based on the information above and materials provided in the file, the City of Edgewood staff has determined that the final plat meets the applicable requirements for final plat approval. The applicant has completed required improvements for the development, and has submitted maintenance bonds for the remaining landscape improvements. Therefore,

the City staff recommends the City Council adopt the findings in this report and **APPROVE** the Final Plat for of Volente Subdivision, File Number 20-1111, subject to completion of the bonded improvements and recording of the Final Plat, accepted Stormwater Maintenance Agreement and the Covenants, Conditions and Restrictions with the Pierce County Auditor.



City of
Edgewood

April 7, 2020

2224 104th Avenue E., Edgewood, WA 98372-1513

Phone: (253)952-3299

www.cityofedgewood.org

Grant Middleton, P.E.
Larson & Associates, Inc.
9027 Pacific Avenue, STE 4
Tacoma, WA 98444

RE. ENGINEER'S CERTIFICATE OF IMPROVEMENTS
VOLENTE (SITE DEVELOPMENT AP 17-1435)
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

Mr. Middleton,

This letter is to inform you that pursuant to City of Edgewood Municipal Code (EMC) Section 16.04.110, the City has determined substantial completion of the required improvements associated with conditions for preliminary subdivision approval and requirements as described within the approved Site Development Plans have been substantially approved by the Public Works and Engineering Department.

A copy of this letter certifying Substantial Completion of site improvements along with accompanying documents as outlined in Section 16.04.140 shall be submitted with the final plat application.

Prior to occupancy on any building permits within the plat, all bonded improvements must be constructed. Specifically the landscaping.

Kind regards,

A handwritten signature in blue ink, appearing to read "Chuck Hendricksen II", is placed over a light blue circular official stamp.

Chuck Hendricksen, P.E.
Senior Engineer

Cc: SFI Holding, LLC, 11221 Pacific Highway SW, Lakewood, WA 98499
Kristin Moerler, Senior Planner

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
1	The preliminary full subdivision shall be finalized and recorded within five (5) years of the preliminary approval in accordance with 58.17.140 RCW.	Approval was granted June 8, 2017; Final Plat has been requested within 5 years.
2	The Mitigated Determination of Nonsignificance was issued April 17, 2017. The conditions are hereby incorporated fully and shall be incorporated into the design of the plat and considered as conditions of the final plat approval.	All 32 MDNS conditions were incorporated into the Hearing Examiner's Conditions as conditions 12-43, all are addressed within this summary
3	A Homeowners' Association shall be established under the provisions set forth in RCW 64.38 to assume responsibility for, and insure proper maintenance of, common or community facilities. In order to insure proper responsibility and authority to carry out necessary maintenance activities, the Homeowners' Association shall, at a minimum, include the following provisions:	CC&RS have been submitted for review and comments provided to the applicant. Revisions must be provided to staff addressing remaining concerns prior to the Council Meeting.
a.	Membership in the Homeowners' Association will be mandatory for all lot owners.	Proposed CC&RS comply with this requirement.
b.	The Homeowners' Association shall have the power to levy fees and dues necessary to successfully accomplish necessary activities.	Proposed CC&RS comply with this requirement.
c.	The Homeowners' Association shall have the provision for the collection of attorney fees extended in collecting delinquent assessments from lot owners.	Proposed CC&RS comply with this requirement.
d.	Responsibility of the Homeowners' Association for maintenance of common areas shall be specifically detailed.	Proposed CC&RS comply with this requirement.

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
e.	Assessment of the Association dues shall initially be established by the applicant and submitted to the City of Edgewood Department of Community Development for review. The applicant shall provide a description of the organization, including its bylaws, and all documents governing maintenance requirements and use restrictions for common facilities. Such documents shall be reviewed and approved by the City prior to final plat approval.	The applicant is required to submit the two remaining documents needed to complete this review; Bylaws and the maintenance provisions for the community drainfield. Staff will pull the item from review if these are not able to be submitted and accepted prior to the scheduled council review.
f.	A Homeowners' Association (HOA) shall be formed to enforce covenants providing for the maintenance of the following items: 1) planter buffer strips (including planting, weeding, mowing, irrigation, etc.), 2) irrigation lines (located in the public right-of-way, planter strips, buffer strips, open space tracts, etc.), 3) stormwater tract and stormwater facilities, 4) park and septic drainfield tract, and 5) street lighting. The HOA shall also enforce covenants that restrict vegetation to no higher than 2 feet above grade, except for trees, from the front face of the homes to the curb on Lots 12-15. Reference to the recorded covenants, along with their Auditor's File Number, shall be made on the face of the final plat upon recording. The following note shall be shown on the face of the final plat: The Homeowners' Association shall be responsible for ongoing maintenance of all common Tracts within this Subdivision including the community drainfield and park tract, planter buffer strips (including weeding, mowing, etc.), stormwater facilities, and street lighting.	Applicant is revising the CC&RS to address remaining concerns to assure all features are fully addressed as required by this condition. The required language occurs on the face of the plat.
4	EMC Chapter 4.20 establishes a park impact fee for new development. The amount of the fee will be based on the Park Impact Fee Schedule in place when the building permit application is submitted.	All new SFR Building Permits trigger this fee, collection will occur with the building permit.
5	Pursuant to RCW 58.17.170, the subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances, and regulations in effect at the time of final approval.	Condition is procedural in nature reflecting state law.

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
6	Addresses for individual residential lots shall be obtained from the City at final plat review and shown on the face of the final plat drawings.	Addresses have been provided on the face of the plat consistent with the issued addresses issued by the City.
7	Two (2) copies of a plat certificate shall accompany a request for approval of the final plat.	Complied, adequate copies were provided for review.
8	The final plat drawing shall be prepared in accordance with the requirements in RCW Chapter 58.09, WAC Chapter 332-130, EMC Title 16, and the conditions contained within this approval. Six (6) copies of the final plat drawings shall be submitted for review. After the City is satisfied that all requirements and conditions have been met, a Mylar drawing of the final plat with the appropriate signatures shall be submitted to the City for City Council approval within five (5) years of the date the preliminary plat approval pursuant to 58.17.140 RCW.	Complied, The final plat has been prepared in accordance with RCW Chapter 58.09, WAC Chapter 332-130, EMC Title 16, and the conditions contained within this approval. Staff was provided adequate copies of the final plat for the review to occur.
9	The applicant will be responsible for obtaining the following signatures on the Mylar prior to the Mylar being submitted for final review and approval by the City Council: • Pierce County Assessor-Treasurer • Owner's Free Consent • Tacoma-Pierce County Health Department • City of Edgewood Public Works • City of Edgewood Community Development	Complied. Applicant has provided documentation of the acceptance of the final plat by all listed non-city parties. Actual signatures are being collected by the applicant prior to submittal for City signatures.
10	The Mylar shall include approval signature blocks for the following: • City Engineer • Community Development Director • Pierce County Assessor-Treasurer • Pierce County Auditor • Mayor, representing the City Council	Complied.
11	The Plat shall not be deemed final until it has been duly recorded with the Pierce County Auditor. A copy of the recorded plat shall be submitted to the City prior to issuance of building permits for the construction of residential dwellings within the full subdivision.	The condition reflects the process of recording the final plat which cannot occur until after the council review and approval of the final plat.

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
12	Compliance with EMC Chapters 13.05 (Stormwater Manual - Site Development Regulations) and 13.25 (Illicit Stormwater Discharges) is required during and following any site development activity.	Satisfied through SiteDev
13	Engineered stormwater drainage facilities are required for all disturbed areas of the project site, including required improvements outside of the proposed subdivision. The applicant shall provide a Stormwater Site Plan in accordance with EMC Chapter 13.05 at the time of site development. The applicant shall provide engineering plans for City approval prior to site development approval.	Satisfied through SiteDev
14	All disturbed areas (and associated surface water runoff) must meet all Minimum Requirements of EMC 13.05, with any stormwater modeling of pre-development conditions assuming "forested" land coverage. If any discharge from the site is proposed, a downstream analysis must be prepared and submitted in accordance with EMC 13.05.170 to ensure downstream property is not adversely impacted by the proposal. Any dispersion facilities proposed for stormwater mitigation purposes (excluding overflows) must demonstrate adequate flow path length in accordance with EMC 13.05.170.	Satisfied through SiteDev

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
15	If onsite retention is proposed, design infiltration rates must be determined in accordance with EMC 13.05 (which may require in-situ testing, depending on the soils encountered, with all applicable correction factors applied). For any common / shared retention facility, soil exploration(s) must be performed within the proposed facility footprint, consistent with EMC 13.05. If the applicant proposes a buried retention facility meeting the definition of a UIC well, it must be registered with the Washington State DOE UIC Program prior to site development approval. Finally, any proposed retention system design will be forwarded to Mt. View - Edgewood Water Company for review and comment, which may require additional stormwater treatment measures to ensure adequate protection of local drinking water resources, prior to site development permit approval.	Satisfied through SiteDev, MVEW Review Confirmed by email 5/8/2018
16	Prior to site development permit approval, the applicant's geotechnical engineer must confirm steep slope setback recommendations for all proposed retention facilities, and provide proof of stormwater design review and acceptance to the City.	Satisfied through SiteDev
17	A Temporary Erosion and Sedimentation Control (TESC) plan must be submitted with the SWPPP prior to site development permit issuance, approved by the City Engineer, and implemented during site development and any future home construction. Said plan and SWPPP must adequately propose BMP measures to address the movement of 2,000 cubic yards of earth, as proposed (per Environmental Checklist). A Certified Erosion and Sediment Control Lead (CESCL) shall be present throughout the construction of site development improvements, implement and maintain the SWPPP, and provide regular reports to the City of Edgewood.	Satisfied through SiteDev
18	As more than one (1) acre of land disturbance is expected, the applicant shall acquire a National Pollution Discharge Elimination System (NPDES) permit and provide a copy of the permit to the City of Edgewood prior to site development permit issuance.	Satisfied through SiteDev

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
19	A Pre-Construction Meeting with the City of Edgewood shall be held prior to any site development activity and scheduled at least 72 hours in advance. All construction activity shall occur between 7 a.m. and 5 p.m., Monday through Friday. Special provisions to work beyond these hours may be permitted through written request to the Mayor (or designee) a minimum of 48 hours before the special hours or days requested.	Satisfied through SiteDev
20	The applicant's geotechnical engineer shall verify and confirm soil conditions and design infiltration rates during and following construction of any proposed stormwater retention BMPs, including any facilities designed using Low Impact Development (LID) techniques. If conditions are different than design, the applicant's geotechnical engineer shall provide a revised infiltration rate and the stormwater retention BMPs shall be redesigned accordingly. Revisions shall be submitted to the City of Edgewood and approved prior to implementation and final construction approval. Corrections and/or design errors may require revisions to the plat.	Satisfied through SiteDev
21	The applicant shall provide right of entry by the City of Edgewood for all stormwater facilities prior to final site development approval, including execution and recording of a Stormwater Facility Maintenance Agreement on a form approved and provided by the City. If constructed conditions are found to be different than those designed and approved, the applicant's engineer shall revise the stormwater system accordingly. Any revisions shall be provided to the City of Edgewood and approved prior to implementation and final site development construction approval. Corrections and/or design errors may require revisions to the plat.	Satisfied by this Final Plat

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
22	The following shall be added to the face of the final plat drawings: MAINTENANCE COVENANT Easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated herein on the plat for Volente Subdivision. No encroachment will be placed within the easements shown on the plat which may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owners association as established by covenant recorded under Auditor's file number _____.	Satisfied by this Final Plat
23	The following shall be added to the document creating the property owners' association: In the event SFI Holding, LLC (or successors or the Property Owners Association), in the judgment of the City, fails to maintain drainage facilities within the plat, or if the Proponent or successors willfully or accidentally reduce the capacity of the drainage system or render any part of the drainage system unusable, the Proponent or successors agree to the following remedy: After 30 days' notice by registered mail to the Proponent or successors, the City will assess financial sanctions (E.M.C. 13.05.100) and /or initiate enforcement proceedings. In the event the City determines the lack of maintenance has resulted in a situation of imminent danger to life, limb or property, the City will correct the problem as necessary to restore the full design capacity of the drainage system. In this event, the City will bill the owners of the facility for all costs associated with such work to include engineering, administration, legal fees, construction, equipment and personnel. Costs or fees incurred by the City, including attorney's fees and expert's fees should legal action be required to collect such payments, shall be borne by the Proponent or successors.	CC&RS are being revised to include this text.

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
24	The applicant shall submit street improvement construction plans for the proposed public roadway within the subdivision, for review and approval by the City Engineer, and construction by the applicant, prior to final plat submittal. Improvements shall be designed in accordance with EMC Title 12 (Streets, Sidewalks and Public Places), which adopts Pierce County Code (PCC) Title 12 by reference. The specific cross section shall be in accordance with the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County," and Pierce County Standard Drawing PC.A3.2 and as described therein.	Satisfied through SiteDev
25	The public road shall include, at minimum, a 20-foot drive lane (per City of Edgewood Local Street cross-section and PCC Section 17B.20.040, Table 17B.20.040-3), a concrete curb and gutter section on both sides of the road, a stormwater management system per EMC 13.05, a 4-foot landscaping strip and 5-foot concrete sidewalk on both sides. If the proposed drive lane is less than 28 feet wide (measured from face of curb to face of curb), no parking signage must be shown on the construction plans per EMC 15.05.110 at 50' intervals on both sides of the street and installed prior to final plat approval. The sidewalk may be omitted along the frontage of proposed Tract 'B', provided a pedestrian crosswalk is installed near the end of the remaining sidewalk. The construction plans must be submitted to the City of Edgewood and be approved prior to site development commencement.	Satisfied through SiteDev

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
26	The applicant shall submit street improvement construction plans for offsite improvements to 87th Avenue East, for review and approval by the City Engineer, and construction by the applicant, prior to final plat submittal. This improvement shall ensure a minimum 20-foot drive lane (per City of Edgewood Local Street cross-section and PCC Section 17B.20.040, Table 17B.20.040-3), minimum 25-foot corner radii at the intersection of 32nd Street East, and extension of a 5-foot asphalt path from the subdivision to the existing sidewalk near 86th Avenue East and 32nd Street East (following the west side of 87th Avenue East and south side of 32nd Street East).	Satisfied through SiteDev
27	The applicant shall submit street improvement construction plans for offsite improvements to 33rd Street East, connecting it to the proposed public roadway onsite, removing the existing temporary cul-de-sac wings / teardrop on 33rd Street East, and providing gravel driveway connections for affected adjacent properties, for review and approval by the City Engineer, and construction by the applicant, prior to final plat submittal.	Satisfied through SiteDev
28	The applicant shall submit lighting plans for the project site, prepared by IntoLight / PSE and consistent with City of Edgewood design standards, for review and approval by the City Engineer, and installation by the applicant, prior to final plat submittal. Vehicle-level street lighting shall be provided adjacent to proposed Lot 6 (within the proposed public street improvement), per PCC 17B.20.005, Table 17B.20.005-2, as incorporated in EMC Title 12, and a new cobra-head luminaire shall be installed on the existing utility pole at the intersection of 87th Avenue East and 32nd Street East. Installation, utility charges, and ongoing maintenance of the roadway street lighting shall be the responsibility of the City.	Satisfied through SiteDev

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
29	The applicant shall submit a plan detailing all roadway signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) standards, for review and approval by the City Engineer, prior to site development permit issuance. This shall include, but is not limited to, signage at the new intersection and onsite roadway bends (as necessary).	Satisfied through SiteDev
30	The design and construction of the new roadways and pedestrian improvements shall meet or exceed current Americans with Disabilities Act (ADA) requirements. This includes but is not limited to design of sidewalk transitions, curb ramps, street crossings, and lighting.	Satisfied through SiteDev
31	The applicant, City of Edgewood, and Puyallup School District shall work together prior to site development to determine the optimal location for a school bus stop waiting area. The school bus stop waiting area shall include a minimum of 60 square feet of impervious surface, be located behind the edge of sidewalk, and provide street lighting to illuminate the bus stop area. The waiting area shall be incorporated into site development plans for review and approval by the City Engineer, prior to site development permit issuance and constructed prior to final plat approval.	Satisfied through SiteDev, located at the SW corner of 87th Ave E & 32nd St E near existing fire hydrant, confirmed by email 5/8/2018
32	The applicant shall submit and receive approval of a landscape plan in accordance with EMC 18.90.090 prior to approval of site development plans. The landscape plans shall include provisions for the streetscape, storm tract, and park/community drainfield area landscaping as well as permanent in-ground irrigation for all of these areas. A common space and storm tract landscaping plan shall be required at the time of site development unless otherwise approved by Community Development Director.	Satisfied through SiteDev

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
33	The applicant shall provide a copy of the landscape and streetscape maintenance plan prior to permit issuance of the first building permit to address all common spaces and shall specifically include provisions regarding stormwater maintenance referencing the Operation and Maintenance (O&M) Manual prepared by the Engineer of Record, landscaping, roadway, park/septic area, and storm tract.	Accepted as a part of the SSWM Maintenance Agreement document.
34	A Homeowners' Association (HOA) shall be created to address all private improvements within the proposed plat including storm tract and stormwater facilities, community septic system, landscaping, and irrigation. Associated Covenants, Conditions and Restrictions (CCRs) shall be submitted at the time of final plat for review and approval. Once approved by the City, the CCRs shall be recorded separately at the time of final plat recording and the recording number shall be hand-written on the face of the final plat and the final plat number hand-written on the cover sheet of the CCRs as cross-reference.	Complied, CC&RS have been provided that include the maintenance obligations listed and are planned to be recorded with the final plat.
35	Management and maintenance of the landscaping and irrigation along the 87th Avenue frontage, for the stormwater facility, and drainfield/park facility shall be the responsibility of the HOA.	Revisions have been requested to address the street landscaping as required.
36	When final site plans are submitted to the City, the applicants' geotechnical engineering consultant (South Sound Geotechnical Consulting or another firm) shall also submit a letter to the City verifying their conclusions (or modifying as needed) regarding stability of the slope in the southwest portion of the site for review by the City's geotechnical consultant.	Satisfied through SiteDev, response to review comments received 3/19/2018
37	The applicant shall provide a Tacoma Pierce County Health Department (TPCHD)-approved subdivision application at the time of application for the community drainfield system and prior to site development plan submittal.	Satisfied. This approval has been provided to the City.

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
38	The applicant shall comply with the requirements of the Mountain View Edgewood Water Company as outlined in the Findings of Fact, above, and provide written approval of system acceptance prior to final plat submittal.	Mountain View Edgewood Water Company has issued a Final Certificate of Water Availibility documenting thier acceptance of the water system.
39	The applicant shall comply with the requirements of East Pierce Fire and Rescue as outlined in the Findings of Fact, above.	Fire approval has been confirmed for this subdivision.
40	The applicant shall pay School Impact Fees to the Puyallup School District in accordance with EMC 4.10.	All new SFR Building Permits trigger this fee, collection will occur with the building permit.
41	The applicant shall pay Park Impact Fees in accordance with EMC 4.20.	All new SFR Building Permits trigger this fee, collection will occur with the building permit.
42	The applicant shall pay Traffic Impact fees in accordance with EMC 4.30.	All new SFR Building Permits trigger this fee, collection will occur with the building permit.
43	If significant changes are made to the proposal, additional documentation and study will be required to be submitted to the City of Edgewood and supplemental SEPA environmental review will be required.	Significant changes were not made to the proposal.
44	The decision set forth herein is based upon representations made and exhibits, including plans and proposals submitted at the hearing conducted by the hearing examiner. Any substantial change(s) or deviation(s) in such plans, proposals, or conditions of approval imposed shall be subject to the approval of the hearing examiner and may require further and additional hearings.	Complied

The Volente Subdivision Condition Review

Cond. No.	Condition Text	Findings made for each condition below.
45	The authorization granted herein is subject to all applicable federal, state, and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances is a condition precedent to the approvals granted and is a continuing requirement of such approvals. By accepting this/these approvals, the applicant represents that the development and activities allowed will comply with such laws, regulations, and ordinances. If, during the term of the approval granted, the development and activities permitted do not comply with such laws, regulations, or ordinances, the applicant agrees to promptly bring such development or activities into compliance.	Complied



City of
Edgewood

Phone: (253) 952-3299 Fax: (253) 952-3537

2224 104th Avenue East, Edgewood, Washington 98372-1513

June 8, 2017

Larson and Associates
Attn: Grant Middleton
9027 Pacific Avenue, Suite 4
Tacoma, WA 98444

RE: 16-5459
Volente Preliminary Subdivision

Dear Applicant:

Transmitted herewith is the Report and Decision of the City of Edgewood Hearing Examiner relating to the above-entitled matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'SKC', is written over a horizontal line.

STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

SKC/jjp
cc: Parties of Record

1X

OFFICE OF THE HEARING EXAMINER

CITY OF EDGEWOOD

REPORT AND DECISION

FILE NO.: 16-5459
Volente Preliminary Subdivision

PROPERTY OWNER: SFI Holding LLC
11221 Pacific Highway S.W.
Lakewood, WA 98499

APPLICANT/ENGINEER: Larson and Associates
Attn: Grant Middleton
9027 Pacific Avenue, Suite 4
Tacoma, WA 98444

PLANNERS: Kirk Rappe, Senior Planner
Kevin Stender, Community Development Director

SUMMARY OF REQUEST:

Preliminary plat approval to allow subdivision of 4.91 acres into 15, new, single-family residential lots in the SF-3 zone to include a stormwater facilities tract, a public water system, park/community drainfield tract, pedestrian amenities and improvements to 87th Avenue East. The site is located at 8626, 8715, 8716, 8723, 8724, 8724-33rd Street East and 3213 and 3302-87th Avenue East, Edgewood.

SUMMARY OF DECISION: Request granted, subject to conditions.

PUBLIC HEARING:

After reviewing Planning and Community Development Department Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on May 23, 2017, at 9:02 a.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

- EXHIBIT "1"** - **Planning and Community Development Department Staff Report**
- EXHIBIT A** - **Preliminary Subdivision Application**
- EXHIBIT B** - **Preliminary Plat Drawing**
- EXHIBIT C** - **Pre-Developed and Developed Basin Map**
- EXHIBIT D** - **Conceptual Storm Drainage Plan**
- EXHIBIT E** - **Tree Retention Plan Map and Narrative**
- EXHIBIT F** - **Zoning Map**
- EXHIBIT G** - **Notices of Application and Mailing**
- EXHIBIT H** - **State Environmental Policy Act (SEPA)**
- EXHIBIT I** - **Mitigated Determination of Nonsignificance (MDNS)**
- EXHIBIT J** - **Notice of Hearing**
- EXHIBIT K** - **Certificate of Water Availability**
- EXHIBIT L** - **Health Department Preliminary Approval**
- EXHIBIT M** - **Public and Agency Comments**
- EXHIBIT N** - **Preliminary Stormwater Site Plan and Peer Review**
- EXHIBIT O** - **Landslide Hazard Geotechnical and Peer Review**
- EXHIBIT P** - **Traffic Impact Analysis and Peer Review**
- EXHIBIT Q** - **Traffic Impact Analysis dated March 2017**
- EXHIBIT R** - **Large Preliminary Plat Map**
- EXHIBIT S** - **Staff Report and Recommendation Addendum**

The Minutes of the Public Hearing set forth below are not the official record and are provided for the convenience of the parties. The official record is the recording of the hearing that can be transcribed for purposes of appeal.

KIRK RAPPE appeared, presented the Community Development Department Staff Report, and testified that the project consists of nine parcels of land and that one single-family home is on the site. The entire site is located within the SF-3 zone classification as are all abutting parcels. The site contains no critical areas and all lots meet minimum lot size requirements. Plat development includes a new public road that will connect 87th to 33rd. A pedestrian path along 87th will connect to a sidewalk in the Westridge Subdivision. The traffic impact analysis addresses the traffic impacts of the plat, and the applicant will install a bus waiting area pursuant to the school district's request. The City served as lead agency for SEPA review and issued a MDNS. No appeals were filed. The City provided proper notice and the site was posted. Staff recommends approval subject to conditions.

KEVIN STENDER appeared and in response to issues raised regarding vesting of the stormwater criteria, the Department of Ecology issued guidelines for implementing the Supreme Court decision.

SCOTT CLARK, Larson and Associates, appeared on behalf of the request and thanked staff for its help in processing the subdivision application. The project conforms to the

City's Comprehensive Plan that identifies areas for infill development of up to three dwelling units per acre. The project meets all development standards. He referred to the Critical Areas Ordinance in Title 14 and noted the significant trees on the site. Their preservation plan will ensure the retention of 51 percent of the significant trees. They will plant 108 new trees and will have a density of 56.2 trees per acre. Public utilities serve the site, and the TIA shows that the public roads can accommodate subdivision traffic. Transit is present at SR-161 and 24th. They will also pay impact fees for schools, parks, and traffic. Sidewalks are within the projects to the north and east and they will construct a bus waiting area within the project. The MDNS contains 32 mitigating measures. He has reviewed conditions of approval and agrees with all. The geotechnical report shows that no critical areas, to include steep slopes, are located on the site.

GREG HEATH, traffic engineer, appeared and testified that he prepared the TIA and evaluated the sight distance for 33rd. Traffic will travel at low speeds in the area. He didn't look at individual lot accesses, but does recommend a vegetation easement near the road that would prevent landscaping from interfering with sight distance.

GRANT MIDDLETON, professional engineer, appeared and testified that right-of-way width already exists to connect the two roads. Previous plats provided the right-of-way connection, and they are simply connecting the roads. They must meet the City's stormwater regulations and Tract A will serve as the storm drainage facility.

JERRY RINKENBERGER appeared and testified that he resides next to proposed Lot 1. The plat map shows that the road is within a 24 foot wide right-of-way, and that it is not wide enough for vehicles to park on the street. The note on his title says that the road was closed and that there would be a permanent cul-de-sac at the east end of the property. He is also concerned about onsite sewage disposal and believes there is insufficient area for septic drainfields.

ROSE HILL appeared and testified that she resides on 33rd and is the third house on the south side of 33rd from the plat parcel. Thirteen homes are presently on the street. She bought her home in 1976 and all homes along the street were built at that time. Many homes were sold to families. Now the right-of-way will be opened and what was a dead-end street will become a through street. Such will adversely impact the neighborhood and the families. She was also told that the street would remain a permanent dead-end.

KATHY SCHROEDER appeared and testified that her parcel abuts the community drainfield parcel. She is accustomed to one septic drainfield per lot. A row of significant trees grows adjacent to her property line, and she is concerned about how the community drainfields will affect trees on her property. She wondered if such issues were taken into consideration. Her house faces 87th, and this project will make it a main road. It could become a cut through road for drivers to avoid traffic. She built her home in 1978 and this project creates an adverse impact on the neighborhood.

JAYSON JACKSON appeared and testified that he only moved into his house a few months ago. He is concerned with the road connection and is unsure how the 51 percent tree retention is calculated. He also has concerns regarding the general aesthetics of the neighborhood as this project proposes 15 homes close together. These homes will appear very different from the rest of the area.

MR. CLARK reappeared and testified that the roads will measure 24 feet in width, and at that width the City will not allow parking. However, they will provide sufficient room on all lots to accommodate off-street parking. The road exceeds the City minimum width of 20 feet. They will install a bus waiting area for the school district. They have evaluated soil logs and determined that the community drainfield tract will not support all lots. Three lots will have their own onsite systems. The Health Department will assure that their community system meets all criteria. The Health Department will have final approval on all septic systems.

MR. MIDDLETON reappeared and testified that they do have a preliminary storm drainage design. The City accepted their preliminary design, and their final design has been submitted, but not as yet approved. An arborist will assess the trees to ensure that no danger trees are created across the entire plat.

MS. SCHROEDER reappeared and testified that the applicant needs to protect the roots of her trees around the perimeter of the site.

JEREMY METZLER, City engineer, appeared and testified that the City prohibits parking and requires "No Parking" signage if a road is less than 28 feet in width. A sign showing a permanent cul-de-sac means that the road does not need to be opened, but does not prohibit it from being opened. Both ends of the road will connect to 32nd, and therefore it will not provide a through access.

MR. HEATH reappeared and testified that the road will not create a bypass of 32nd. Residents will have two options and can access 32nd from either end of the road. Such will disperse traffic and the subdivision will create little change in traffic impacts.

MS. HILL reappeared and testified that she bought her home because of the dead-end street. The City now wants it open.

MS. SCHROEDER reappeared and testified that the end of the road is used as a parking lot for tree trimming, utility repairs, construction, etc. She knows that people speed and the road is now signed for 25 miles per hour.

No one spoke further in this matter and the Examiner took the matter under advisement. The hearing was concluded at 9:51a.m.

NOTE: A complete record of this hearing is available in the office of City of Edgewood Planning and Community Development Department.

FINDINGS, CONCLUSIONS, AND DECISION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, heard testimony, and taken this matter under advisement.
2. The City of Edgewood issued a Final Mitigated Determination of Nonsignificance (MDNS) following review pursuant to the State Environmental Policy Act (SEPA) using the optional DNS process pursuant to WAC 197-11-355 on April 17, 2017. The appeal period ended on Tuesday, May 2, 2017. No appeals were filed.
3. The notice was posted on the City's website, published in The Tacoma News Tribune newspaper, and mailed to property owners within 300 feet of the project and parties of record as of December 2, 2016.
4. The applicant has a possessory ownership interest in nine parcels of property that together form an irregular shape and abut both sides of the southern end of 87th Avenue East as it extends south from 32nd Street East, turns to the east, and becomes 33rd Street East. The parcels also extend along both sides of the western end of 33rd Street. The nine parcels together contain 4.91 acres and existing improvements are limited to one, single-family residential home that will remain on a future subdivision lot.
5. The applicant requests preliminary plat approval to allow subdivision of the 4.91 acre site into 15 single-family residential lots, a storm facilities tract, and a park/community septic drainfield tract. The proposal also includes improvements to public roads serving the subdivision and pedestrian amenities. The plat proposes 14, new, single-family residential lots as the existing house will remain on proposed Lot 6.
6. The preliminary plat map shows that Lots 12-15 and the 18,462 square foot Tract B will abut the north and east sides of 33rd Street/87th Avenue East. Tract B will provide the location for a park and a community drainfield serving 12 plat lots. Lots 1-11 will abut the west and south sides of 87th/33rd. The preliminary plat proposes a minimum size of 8,751 square feet (Lot 2) and an average lot size of 12,790 square feet. The net density calculates to three dwelling units per acre. Construction of the plat will also include the connection of 33rd Street East to the east of the plat parcel. Such will provide a looped road system beginning and ending at 32nd Street East. The plat map also shows sidewalks along the south and west sides of 33rd/87th from the eastern plat boundary to 32nd Street East and along the south side of 32nd to an

existing sidewalk. Sidewalks will also extend along 33rd/87th across the frontage of Lots 12-15. Significant slopes located in the southwest portions of Lots 4-6 will remain unimproved.

7. All plat parcels as well as abutting parcels are located within the Single Family-Moderate designation of the City of Edgewood Comprehensive Plan. Said designation is intended to preserve and maintain established neighborhoods, and allowable uses include single-family detached dwellings. Said designation also requires a minimum density of one dwelling unit per acre and a maximum density of three dwelling units per acre. Pages 4-6 of the Staff Report set forth applicable Comprehensive Plan policies that support improvement of the site as proposed.
8. All plat parcels and abutting parcels are located within the Single Family Three (SF-3) zone classification of the Edgewood Municipal Code (EMC). Section 18.80.040(A)(2) EMC provides that the SF-3 classification serves as the City's primary residential zone and authorizes single-family residential dwellings as in-fill development in established residential neighborhoods. The SF-3 zone specifically authorizes detached, single-family residential dwellings as an outright permitted use. Section 18.80.040(E) EMC authorizes a minimum density of one dwelling unit per acre and a maximum density of three dwelling units per acre in the SF-3 classification. Said section also requires a minimum lot size of 8,750 square feet for those subdivisions utilizing a community onsite septic system, and a minimum lot size of 12,500 square feet for those lots not utilizing a community onsite system. In the present case the community drainfield will serve 12 of the 15 plat lots. The plat map shows that five plat lots exceed the minimum 12,500 square foot minimum lot size for individual onsite septic systems to include the three lots proposed for individual systems (Lots 4, 5, and 6). At the building permit stage the City will ensure that all lots meet maximum lot coverage, effective impervious surface, and hard surface area requirements. The City will also ensure that structural setback widths of 25 feet front yard, 20 feet rear yard, and eight feet interior or side yard are met. The plat map reflects the building envelopes for all lots and shows that each lot will provide a building envelope that can accommodate a reasonably sized, single-family residential home. Finally, all lots meet the minimum lot width and street frontage requirements of 50 linear feet. The proposed preliminary plat satisfies all bulk regulations of the SF-3 zone classification.
9. The applicant must comply with the requirements of EMC 18.90.180 that requires preservation of significant trees, defined as those trees having a minimum 15 inch diameter measured at three feet above grade. Said section requires that new, single-family subdivisions preserve a minimum of 50 percent of significant trees within the interior areas of individual lots. Where such trees cannot be retained, said section requires the planting of replacement trees in accordance with a significant tree plan that the City must approve. According to the testimony of Scott Clark, the applicant will retain 51 percent of the significant trees onsite and will plant 108 new trees to provide a tree density of 56.2 trees per acre. The applicant must

also assure the protection of the roots of trees on abutting parcels, and the timber harvest must not create danger trees anywhere on the parcel. An arborist will assure compliance.

10. The applicant satisfies the parking requirements set forth in EMC 18.90.130 by providing a minimum of two, off-street, parking spaces per lot. Due to the width of the existing public roads, the applicant must install "No Parking" signs in accordance with Public Works' standards.
11. The homeowners association will enforce covenants, conditions, and restrictions (CCRs) that will include the maintenance of planter buffer strips, irrigation lines, the stormwater tract and facilities, park and community drainfield tract, and street lighting. Covenants will also restrict vegetation height on Lots 12-15 to no greater than two feet above grade (except for trees) between the front wall of the houses on said lots to the curb. Such will ensure adequate sight distance for driveways serving said lots.
12. Pursuant to the Washington State Supreme Court decision in Snohomish County, et. al., v Pollution Control Hearings Board, issued on December 29, 2016, and a subsequent position paper published by the Washington State Department of Ecology (DOE), the project is vested to the City's storm drainage standards in effect on the date of submittal of a completed application for preliminary plat approval, which in this case occurred on November 30, 2016. The project is thus vested to the 2005 Department of Ecology Stormwater Management Manual together with City amendments in accordance with Ordinance 05-259. Staff asserts that the applicant has relocated its stormwater facility subsequent to the preparation of the Geotechnical Engineering Report by South Sound Geotechnical Consulting. Thus, the applicant has not dug soil test pits in the newly proposed location of the stormwater facility. However, previous information submitted by the applicant's engineer reasonably demonstrates that homogeneous soil conditions exist throughout the site. A condition of approval requires new evaluation and exploration pits dug during the mid to late wet season of December 1-April 30. The applicant will also need to consider offsite drainage areas in the final stormwater design. Compliance with conditions of approval will ensure that the storm drainage facility protects off-site parcels and meets City standards for storm drainage.
13. The applicant commissioned Heath & Associates, a qualified traffic engineering firm, to provide a Traffic Impact Analysis (TIA) that the City's independent transportation consultant reviewed. Based upon the consultant's review, Heath & Associates revised its TIA on March 23, 2017, and the City's consultant accepted the revisions. The TIA estimates that the subdivision will generate 133 new vehicle trips per day, 14 of which will occur during the p.m. peak period. Mr. Heath anticipates that 25 percent of vehicles will travel north on 86th Avenue East, and the balance will travel north on 94th Avenue East to 24th Street East. The two intersections studied (32nd/87th; and 32nd/89th) will continue to operate at Level of

Service (LOS) A, which is defined as a primarily free-flow operation at average travel speeds. Vehicles are seldom impeded in their ability to maneuver into the traffic stream at LOS A intersections.

14. Mt. View-Edgewood Water Company will provide both fire flow and domestic water to the site, and the Tacoma-Pierce County Health Department must approve all three individual onsite septic systems and the community septic drainfields.
15. Section 16.04.080 EMC sets forth the approval criteria for preliminary plats. Findings on each criterion are hereby made as follows:
 - A. As previously found the proposed preliminary plat is consistent with the policies of the City of Edgewood Comprehensive Plan and applicable development standards set forth in Title 18 EMC. Furthermore, the applicant has evaluated the only potential critical area onsite, namely the steep slopes at the rear of Lots 4-8. The Geotechnical Engineering Report discloses no indicators of active landslide hazards. The project as conditioned will comply with all applicable codes, ordinances, standards, policies, and plans adopted by the City.
 - B. The proposed preliminary plat makes appropriate provision for utilities and other public services necessary to serve the needs of the subdivision to include open spaces, drainage ways, streets, alleys, other public ways, potable water, transit facilities, onsite septic disposal systems, parks, playgrounds, schools, sidewalks, trails, and other planning features that assure safe walking conditions for students. The applicant will construct all street improvements to City standards and will comply with the School, Park, and Traffic Impact Fee Ordinances. The applicant will also comply with all requirements of East Pierce Fire and Rescue.
 - C. The City conducted environmental review of the project pursuant to SEPA and issued a MDNS that sets forth mitigating measures that mitigate adverse environmental impacts. The proposal will have no unacceptable, adverse impacts on the quality of the environment assuming compliance with said mitigating measures.
 - D. Approval of the full subdivision will serve the public use and interest by providing an attractive location for 14, new, single-family homes within an existing, single-family residential area. The subdivision proposes consistent homes and lot sizes to those in the area. Connection of the street will provide better circulation for both residents and emergency vehicles.
 - E. The preliminary plat makes appropriate provision for the public health, safety, and general welfare assuming compliance with conditions of approval.

CONCLUSIONS:

1. The Hearing Examiner has jurisdiction to consider and decide the issues presented by this request.
2. The applicant has shown that the request for preliminary plat approval satisfies applicable policies of the City of Edgewood Comprehensive Plan and meets all bulk regulations of the applicable SF-3 zone classification.
3. The proposed preliminary plat makes appropriate provision for the public health, safety, and welfare for open spaces, drainage ways, streets, alleys, other public ways, potable water supplies, transit facilities, sanitary waste, parks, playgrounds, schools, and safe walking conditions. The proposed preliminary plat will serve the public use and interest by providing an attractive location for a single-family residential subdivision convenient to schools, shopping, and employment opportunities and therefore should be approved subject to the following conditions:
 1. The preliminary full subdivision shall be finalized and recorded within five (5) years of the preliminary approval in accordance with 58.17.140 RCW.
 2. The Mitigated Determination of Nonsignificance was issued April 17, 2017. The conditions are hereby incorporated fully and shall be incorporated into the design of the plat and considered as conditions of the final plat approval.
 3. A Homeowners' Association shall be established under the provisions set forth in RCW 64.38 to assume responsibility for, and insure proper maintenance of, common or community facilities. In order to insure proper responsibility and authority to carry out necessary maintenance activities, the Homeowners' Association shall, at a minimum, include the following provisions:
 - a. Membership in the Homeowners' Association will be mandatory for all lot owners.
 - b. The Homeowners' Association shall have the power to levy fees and dues necessary to successfully accomplish necessary activities.
 - c. The Homeowners' Association shall have the provision for the collection of attorney fees extended in collecting delinquent assessments from lot owners.
 - d. Responsibility of the Homeowners' Association for maintenance of common areas shall be specifically detailed.

- e. Assessment of the Association dues shall initially be established by the applicant and submitted to the City of Edgewood Department of Community Development for review. The applicant shall provide a description of the organization, including its bylaws, and all documents governing maintenance requirements and use restrictions for common facilities. Such documents shall be reviewed and approved by the City prior to final plat approval.
- f. A Homeowners' Association (HOA) shall be formed to enforce covenants providing for the maintenance of the following items: 1) planter buffer strips (including planting, weeding, mowing, irrigation, etc.), 2) irrigation lines (located in the public right-of-way, planter strips, buffer strips, open space tracts, etc.), 3) stormwater tract and stormwater facilities, 4) park and septic drainfield tract, and 5) street lighting. The HOA shall also enforce covenants that restrict vegetation to no higher than 2 feet above grade, except for trees, from the front face of the homes to the curb on Lots 12-15. Reference to the recorded covenants, along with their Auditor's File Number, shall be made on the face of the final plat upon recording. The following note shall be shown on the face of the final plat:

"The Homeowners' Association shall be responsible for ongoing maintenance of all common Tracts within this Subdivision including the community drainfield and park tract, planter buffer strips (including weeding, mowing, etc.), stormwater facilities, and street lighting."

- 4. EMC Chapter 4.20 establishes a park impact fee for new development. The amount of the fee will be based on the Park Impact Fee Schedule in place when the building permit application is submitted.
- 5. Pursuant to RCW 58.17.170, the subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances, and regulations in effect at the time of final approval.
- 6. Addresses for individual residential lots shall be obtained from the City at final plat review and shown on the face of the final plat drawings.
- 7. Two (2) copies of a plat certificate shall accompany a request for approval of the final plat.
- 8. The final plat drawing shall be prepared in accordance with the requirements in RCW Chapter 58.09, WAC Chapter 332-130, EMC Title 16, and the conditions contained within this approval. Six (6) copies of the final plat drawings shall be submitted for review. After the City is satisfied that all requirements and conditions have been met, a Mylar drawing of the final plat

with the appropriate signatures shall be submitted to the City for City Council approval within five (5) years of the date the preliminary plat approval pursuant to 58.17.140 RCW.

9. The applicant will be responsible for obtaining the following signatures on the Mylar prior to the Mylar being submitted for final review and approval by the City Council:
 - Pierce County Assessor-Treasurer
 - Owner's Free Consent
 - Tacoma-Pierce County Health Department
 - City of Edgewood Public Works
 - City of Edgewood Community Development
10. The Mylar shall include approval signature blocks for the following:
 - City Engineer
 - Community Development Director
 - Pierce County Assessor-Treasurer
 - Pierce County Auditor
 - Mayor, representing the City Council
11. The Plat shall not be deemed final until it has been duly recorded with the Pierce County Auditor. A copy of the recorded plat shall be submitted to the City prior to issuance of building permits for the construction of residential dwellings within the full subdivision.
12. Compliance with EMC Chapters 13.05 (Stormwater Manual – Site Development Regulations) and 13.25 (Illicit Stormwater Discharges) is required during and following any site development activity.
13. Engineered stormwater drainage facilities are required for all disturbed areas of the project site, including required improvements outside of the proposed subdivision. The applicant shall provide a Stormwater Site Plan in accordance with EMC Chapter 13.05 at the time of site development. The applicant shall provide engineering plans for City approval prior to site development approval.
14. All disturbed areas (and associated surface water runoff) must meet all Minimum Requirements of EMC 13.05, with any stormwater modeling of pre-development conditions assuming “forested” land coverage. If any discharge from the site is proposed, a downstream analysis must be prepared and submitted in accordance with EMC 13.05.170 to ensure downstream property is not adversely impacted by the proposal. Any

dispersion facilities proposed for stormwater mitigation purposes (excluding overflows) must demonstrate adequate flow path length in accordance with EMC 13.05.170.

15. If onsite retention is proposed, design infiltration rates must be determined in accordance with EMC 13.05 (which may require in-situ testing, depending on the soils encountered, with all applicable correction factors applied). For any common / shared retention facility, soil exploration(s) must be performed within the proposed facility footprint, consistent with EMC 13.05. If the applicant proposes a buried retention facility meeting the definition of a UIC well, it must be registered with the Washington State DOE UIC Program prior to site development approval. Finally, any proposed retention system design will be forwarded to Mt. View – Edgewood Water Company for review and comment, which may require additional stormwater treatment measures to ensure adequate protection of local drinking water resources, prior to site development permit approval.
16. Prior to site development permit approval, the applicant's geotechnical engineer must confirm steep slope setback recommendations for all proposed retention facilities, and provide proof of stormwater design review and acceptance to the City.
17. A Temporary Erosion and Sedimentation Control (TESC) plan must be submitted with the SWPPP prior to site development permit issuance, approved by the City Engineer, and implemented during site development and any future home construction. Said plan and SWPPP must adequately propose BMP measures to address the movement of 2,000 cubic yards of earth, as proposed (per Environmental Checklist). A Certified Erosion and Sediment Control Lead (CESCL) shall be present throughout the construction of site development improvements, implement and maintain the SWPPP, and provide regular reports to the City of Edgewood.
18. As more than one (1) acre of land disturbance is expected, the applicant shall acquire a National Pollution Discharge Elimination System (NPDES) permit and provide a copy of the permit to the City of Edgewood prior to site development permit issuance.
19. A Pre-Construction Meeting with the City of Edgewood shall be held prior to any site development activity and scheduled at least 72 hours in advance. All construction activity shall occur between 7 a.m. and 5 p.m., Monday through Friday. Special provisions to work beyond these hours may be permitted through written request to the Mayor (or designee) a minimum of 48 hours before the special hours or days requested.

20. The applicant's geotechnical engineer shall verify and confirm soil conditions and design infiltration rates during and following construction of any proposed stormwater retention BMPs, including any facilities designed using Low Impact Development (LID) techniques. If conditions are different than design, the applicant's geotechnical engineer shall provide a revised infiltration rate and the stormwater retention BMPs shall be redesigned accordingly. Revisions shall be submitted to the City of Edgewood and approved prior to implementation and final construction approval. Corrections and/or design errors may require revisions to the plat.
21. The applicant shall provide right of entry by the City of Edgewood for all stormwater facilities prior to final site development approval, including execution and recording of a Stormwater Facility Maintenance Agreement on a form approved and provided by the City. If constructed conditions are found to be different than those designed and approved, the applicant's engineer shall revise the stormwater system accordingly. Any revisions shall be provided to the City of Edgewood and approved prior to implementation and final site development construction approval. Corrections and/or design errors may require revisions to the plat.
22. The following shall be added to the face of the final plat drawings:

MAINTENANCE COVENANT

Easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated herein on the plat for Volente Subdivision. No encroachment will be placed within the easements shown on the plat which may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owners association as established by covenant recorded under Auditor's file number

23. The following shall be added to the document creating the property owners' association:

In the event SFI Holding, LLC (or successors or the Property Owners Association), in the judgment of the City, fails to maintain drainage facilities within the plat, or if the Proponent or successors willfully or accidentally reduce the capacity of the drainage system or render any part of the drainage system unusable, the Proponent or successors agree to the following remedy: After 30 days' notice by registered mail to the Proponent or successors, the

City will assess financial sanctions (E.M.C. 13.05.100) and /or initiate enforcement proceedings. In the event the City determines the lack of maintenance has resulted in a situation of imminent danger to life, limb or property, the City will correct the problem as necessary to restore the full design capacity of the drainage system. In this event, the City will bill the owners of the facility for all costs associated with such work to include engineering, administration, legal fees, construction, equipment and personnel. Costs or fees incurred by the City, including attorney's fees and expert's fees should legal action be required to collect such payments, shall be borne by the Proponent or successors.

24. The applicant shall submit street improvement construction plans for the proposed public roadway within the subdivision, for review and approval by the City Engineer, and construction by the applicant, prior to final plat submittal. Improvements shall be designed in accordance with EMC Title 12 (Streets, Sidewalks and Public Places), which adopts Pierce County Code (PCC) Title 12 by reference. The specific cross section shall be in accordance with the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County," and Pierce County Standard Drawing PC.A3.2 and as described therein.
25. The public road shall include, at minimum, a 20-foot drive lane (per City of Edgewood Local Street cross-section and PCC Section 17B.20.040, Table 17B.20.040-3), a concrete curb and gutter section on both sides of the road, a stormwater management system per EMC 13.05, a 4-foot landscaping strip and 5-foot concrete sidewalk on both sides. If the proposed drive lane is less than 28 feet wide (measured from face of curb to face of curb), no parking signage must be shown on the construction plans per EMC 15.05.110 at 50' intervals on both sides of the street and installed prior to final plat approval. The sidewalk may be omitted along the frontage of proposed Tract 'B', provided a pedestrian crosswalk is installed near the end of the remaining sidewalk. The construction plans must be submitted to the City of Edgewood and be approved prior to site development commencement.
26. The applicant shall submit street improvement construction plans for offsite improvements to 87th Avenue East, for review and approval by the City Engineer, and construction by the applicant, prior to final plat submittal. This improvement shall ensure a minimum 20-foot drive lane (per City of Edgewood Local Street cross-section and PCC Section 17B.20.040, Table 17B.20.040-3), minimum 25-foot corner radii at the intersection of 32nd Street East, and extension of a 5-foot asphalt path from the subdivision to the existing sidewalk near 86th Avenue East and 32nd Street East (following the west side of 87th Avenue East and south side of 32nd Street East).

27. The applicant shall submit street improvement construction plans for offsite improvements to 33rd Street East, connecting it to the proposed public roadway onsite, removing the existing temporary cul-de-sac wings / teardrop on 33rd Street East, and providing gravel driveway connections for affected adjacent properties, for review and approval by the City Engineer, and construction by the applicant, prior to final plat submittal.
28. The applicant shall submit lighting plans for the project site, prepared by IntoLight / PSE and consistent with City of Edgewood design standards, for review and approval by the City Engineer, and installation by the applicant, prior to final plat submittal. Vehicle-level street lighting shall be provided adjacent to proposed Lot 6 (within the proposed public street improvement), per PCC 17B.20.005, Table 17B.20.005-2, as incorporated in EMC Title 12, and a new cobra-head luminaire shall be installed on the existing utility pole at the intersection of 87th Avenue East and 32nd Street East. Installation, utility charges, and ongoing maintenance of the roadway street lighting shall be the responsibility of the City.
29. The applicant shall submit a plan detailing all roadway signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) standards, for review and approval by the City Engineer, prior to site development permit issuance. This shall include, but is not limited to, signage at the new intersection and onsite roadway bends (as necessary).
30. The design and construction of the new roadways and pedestrian improvements shall meet or exceed current Americans with Disabilities Act (ADA) requirements. This includes but is not limited to design of sidewalk transitions, curb ramps, street crossings, and lighting.
31. The applicant, City of Edgewood, and Puyallup School District shall work together prior to site development to determine the optimal location for a school bus stop waiting area. The school bus stop waiting area shall include a minimum of 60 square feet of impervious surface, be located behind the edge of sidewalk, and provide street lighting to illuminate the bus stop area. The waiting area shall be incorporated into site development plans for review and approval by the City Engineer, prior to site development permit issuance and constructed prior to final plat approval.
32. The applicant shall submit and receive approval of a landscape plan in accordance with EMC 18.90.090 prior to approval of site development plans. The landscape plans shall include provisions for the streetscape, storm tract, and park/community drainfield area landscaping as well as

permanent in-ground irrigation for all of these areas. A common space and storm tract landscaping plan shall be required at the time of site development unless otherwise approved by Community Development Director.

33. The applicant shall provide a copy of the landscape and streetscape maintenance plan prior to permit issuance of the first building permit to address all common spaces and shall specifically include provisions regarding stormwater maintenance referencing the Operation and Maintenance (O&M) Manual prepared by the Engineer of Record, landscaping, roadway, park/septic area, and storm tract.
34. A Homeowners' Association (HOA) shall be created to address all private improvements within the proposed plat including storm tract and stormwater facilities, community septic system, landscaping, and irrigation. Associated Covenants, Conditions and Restrictions (CCRs) shall be submitted at the time of final plat for review and approval. Once approved by the City, the CCRs shall be recorded separately at the time of final plat recording and the recording number shall be hand-written on the face of the final plat and the final plat number hand-written on the cover sheet of the CCRs as cross-reference.
35. Management and maintenance of the landscaping and irrigation along the 87th Avenue frontage, for the stormwater facility, and drainfield/park facility shall be the responsibility of the HOA.
36. When final site plans are submitted to the City, the applicants' geotechnical engineering consultant (South Sound Geotechnical Consulting or another firm) shall also submit a letter to the City verifying their conclusions (or modifying as needed) regarding stability of the slope in the southwest portion of the site for review by the City's geotechnical consultant.
37. The applicant shall provide a Tacoma Pierce County Health Department (TPCHD)-approved subdivision application at the time of application for the community drainfield system and prior to site development plan submittal.
38. The applicant shall comply with the requirements of the Mountain View Edgewood Water Company as outlined in the Findings of Fact, above, and provide written approval of system acceptance prior to final plat submittal.
39. The applicant shall comply with the requirements of East Pierce Fire and Rescue as outlined in the Findings of Fact, above.
40. The applicant shall pay School Impact Fees to the Puyallup School District in accordance with EMC 4.10.
41. The applicant shall pay Park Impact Fees in accordance with EMC 4.20.

42. The applicant shall pay Traffic Impact fees in accordance with EMC 4.30.
43. If significant changes are made to the proposal, additional documentation and study will be required to be submitted to the City of Edgewood and supplemental SEPA environmental review will be required.
44. The decision set forth herein is based upon representations made and exhibits, including plans and proposals submitted at the hearing conducted by the hearing examiner. Any substantial change(s) or deviation(s) in such plans, proposals, or conditions of approval imposed shall be subject to the approval of the hearing examiner and may require further and additional hearings.
45. The authorization granted herein is subject to all applicable federal, state, and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances is a condition precedent to the approvals granted and is a continuing requirement of such approvals. By accepting this/these approvals, the applicant represents that the development and activities allowed will comply with such laws, regulations, and ordinances. If, during the term of the approval granted, the development and activities permitted do not comply with such laws, regulations, or ordinances, the applicant agrees to promptly bring such development or activities into compliance.

DECISION:

The request for preliminary plat approval for the Volente Subdivision is hereby granted, subject to the conditions contained in the conclusions above.

ORDERED this 8th day of June, 2017.



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

TRANSMITTED this 8th day of June, 2017, to the following:

PROPERTY OWNER: SFI Holding LLC
11221 Pacific Highway S.W.
Lakewood, WA 98499

APPLICANT/ENGINEER: Larson and Associates
Attn: Grant Middleton
9027 Pacific Avenue, Suite 4
Tacoma, WA 98444

OTHERS:

Rose Hill
8824-33rd Street East
Edgewood, WA 98371

Art and Cathy Schroeder
3205-87th Avenue East
Edgewood, WA 98371

Fabiola Dortch
3311-86th Avenue East
Edgewood, WA 98371

CITY OF EDGEWOOD

Jayson Jackson
8803-33rd Street East
Edgewood, WA 98371

Jerry Rinkenberger
8804-33rd Street East
Edgewood, WA 98371-2803

FILE NO.: 16-5459
Volente Preliminary Subdivision

NOTICE

1. RECONSIDERATION:

Any aggrieved party or person affected by the decision of the Examiner may file with the department a written request for reconsideration based on any one of the following grounds materially affecting the substantial rights of said party or person:

- A. Errors of procedure or misinterpretation of fact, material to the party seeking the request for reconsideration.
- B. Irregularity in the proceedings before the Examiner by which such party was prevented from having a fair hearing.
- C. Clerical mistakes in the official file or record transmitted to the Examiner, including errors arising from inadvertence, oversight, or omission, which may have materially affected the Examiner's decision on the matter.

The request must be filed on forms provided by Edgewood City Hall along with required reconsideration fee no later than 4:30 p.m. on **June 19, 2017**, (7 working days) with the Edgewood City Hall. This request shall set forth the bases for reconsideration as limited by the above. The Examiner shall review said request in light of the record and take such further action as he/she deems proper; including, but not limited to, denying the request, granting the request, with or without oral argument, and may render a revised decision. The decision of the Examiner shall be subject to reconsideration only one time, even if the Examiner reverses or modifies the original decision.

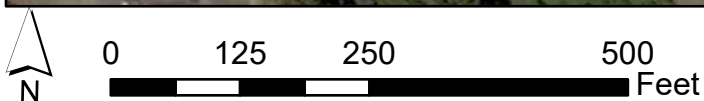
2. APPEAL OF EXAMINER'S DECISION:

The final decision by the Examiner may be appealed in accordance with the Land Use Petition Act, Chapter 347, Laws of 1995, Sections 701-719, and in accordance with City of Edgewood ordinances.

NOTE: In an effort to avoid confusion at the time of filing a request for reconsideration, please attach this page to the request for reconsideration.



Volente Subdivision Final Plat 20-1111



Date Saved: 9/1/2020 12:08 PM

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City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-045 - voting for a representative to serve on the Pierce Transit Board to represent the cities of Puyallup and Edgewood	Agenda Item #: 6B
	For Agenda of: 09/08/2020
	Prepared by: Daryl Eiding
Attachments (list): 1. BallotLtr_edgewood final 2. 2020 Ballot form	
Approval of Materials: Daryl Eiding Dave Gray 9/3/2020 Daryl Eiding 9/3/2020	Expenditure Required:
	Amount Budgeted:
	Timeline:

Summary Statement:

Item History:

Recommended Action:

Fiscal Note/Consideration:



August 28, 2020

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

Dear Ms. Pitzel,

Recently, you were sent a letter from Pierce Transit requesting your council's/city's nomination for a representative to serve on the Pierce Transit Board to represent the cities of Puyallup and Edgewood.

Nomination(s) received as of the August 26 deadline were:

Mayor Daryl Eiding, City of Edgewood
Councilmember Robin Farris, City of Puyallup

At your next council meeting, please select one nominee from the list above and complete the enclosed ballot form. **A certified copy of the council resolution or motion must accompany the enclosed ballot.** Please forward the ballot and appropriate verification to me on or before **5 p.m. on September 9, 2020.**

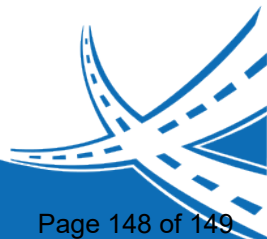
Pierce Transit will announce the election results shortly after September 9 and provide further information should the results end in a tie vote.

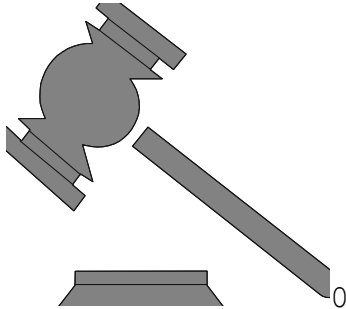
Should you have any questions, please call me at 581-8066.

Sincerely,

Deanne Jacobson
Clerk of the Board

Enclosure: Ballot form





OFFICIAL BALLOT CITIES OF PUYALLUP AND EDGEWOOD

Candidates: Mayor Daryl Eidinger, City of Edgewood
Councilmember Robin Farris, City of Puyallup

The city/town of _____ wishes to cast its vote for
Councilmember/Mayor _____ of
the City of _____ to serve as a member of
the Board of Commissioners for Pierce Transit for a three-year term, with the term
commencing from the date of attendance of the first Pierce Transit Board meeting after the
election results are determined, representing the cities of Puyallup and Edgewood.

Date: _____

By: _____
Title: _____

This form must be accompanied by a certified copy of the council resolution or motion. Ballots must be
received by Pierce Transit's Clerk of the Board by **5 p.m., September 9, 2020.**