



CITY OF EDGEWOOD COUNCIL STUDY SESSION AGENDA

Tues., October 2, 2018 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance & Roll Call

2. COUNCIL BUSINESS

- A. **Interviews** - Economic Development Board Interviews
- B.  **Review/Discussion** - Ordinance - Capital Improvement Plan Update
- C.  **Review/Discussion** - Resolution - SWMP Update Contract Amendment
- D.  **Review/Discussion** - Resolution – Hall Street Vacation
- E.  **Review/Discussion** - ATS Contract
- F.  **Review/Discussion** - Community Development Project and Permit Statuses
- G.  **Review/Discussion** - City Hall Basement Improvement
- H.  **Review/Discussion** - City Attorney Employment Agreement
- I. **Discussion** (*Material provided at meeting*) - 2019 Budget Labor Model

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings



CITY OF EDGEWOOD ECONOMIC DEVELOPMENT ADVISORY BOARD (EDAB) SUMMARY SHEET

EDAB Membership

When planning for economic development, the goal is to create and maintain a strong, vibrant economy. Local economic development planning is part of a region's overall economic development strategy and involves intergovernmental coordination. As such, the EDAB can consist of up to three nonresident members. In fact, City Council shall reasonably endeavor to seek a diverse membership including members from the banking industry, real estate investment, real estate sales, commercial marketing, business professionals, and economic development specialists.

Members are appointed by the Mayor and confirmed by the City Council and serve two-year terms. The EDAB, however, has not met for some time and, due to the two-year term expiration, it appears no members have a term remaining as of June 30, 2017.

EDAB Powers

The EDAB is charged with assisting and advising the City Council regarding issues and programs involving economic policy, commercial business, land development policy, and business retention. Specifically, the EDAB is empowered to performing the following eight tasks:

1. Facilitate cooperation and coordination between various business groups on business issues;
2. Make recommendations to the city council and to city staff for programs in which the city could or should participate to enhance commercial and mixed use development opportunities in the city, which programs may be in cooperation with any appropriate private, public, civic or community agency, group or association of or in the city, county, state or federal government;
3. Recommend ways and means of obtaining private, local, county, state or federal funds and other participation for the promotion of business development projects within the city;
4. Work with city staff, city council boards or commissions, task forces and other city/community based groups, as directed by the city council, on relevant issues and projects;
5. The board shall periodically have the responsibility of advising and making recommendations, to council, on economic policy;
6. The board shall periodically recommend projects or planning tools necessary to carry out its vision and develop the long-range capital budget necessary to support the recommendations;
7. The board shall, on a regular basis, be available for citizens' input concerning any matter which the board is considering or may consider;
8. The board shall make recommendations to the council regarding adoption of or amendments to all economic development plans.



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Capital Improvement Plan Update – Discussion		Agenda Item #: 2B	
		For Agenda of: October 2, 2018	
		Prepared by: Jeremy Metzler	
ATTACHMENTS (list): ☒ DRAFT Ordinance 18-0xxx ☒ Exhibit A – Capital Improvement Plan			
Approval of Materials:			
Mayor, Daryl Eidinger	☐	Expenditure Required:	N/A
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☒	Appropriation Required:	N/A
City Clerk, Rachel Pitzel	☐	Timeline: Public Hearing – 10/9 Ordinance – 10/23	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☒		
Fiscal Note/Consideration: Project selection and funding resources are still being considered as part of this Study Session and additional evaluation of Staff when project priorities, timelines and other planning requirements are set by the City Council.			
SUMMARY STATEMENT: The City utilizes an annually-updated Capital Improvement Plan (CIP), in conformance with the Capital Facilities Element of the adopted Comprehensive Plan, which outlines projects, their estimated costs, timelines for work, and anticipated funding sources. These plans serve as the guiding documents for Staff to execute capital improvements throughout the City, as resources are made available through City financial resources or other identified funding sources (i.e. Impact Fees, TIB, WSDOT, other grants, etc.) The attached DRAFT CIP represent Staffs initial recommendation on project priorities, funding sources, and timelines for implementation. Staff relies on the City Council to help guide this planning, to ensure it aligns with the Council’s desires and sound management of the City’s financial resources.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Move to prepare CIP Ordinance for the Public Hearing slated for October 9th, 2018.			
ALTERNATIVES TO RECOMMENDED ACTION: Forward to a future study session for further discussion.			

ORDINANCE NO. 18-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO THE CITY'S BUDGET, ADOPTING A CAPITAL IMPROVEMENT PLAN FOR THE YEARS 2019-2024.

WHEREAS, the Capital Improvement Plan is the City's annual budget preparation tool used to finance capital improvements within projected funding capacities, identifying sources of public money for such purposes over a six-year period; and

WHEREAS, the City's Capital Improvement Plan has been updated to address the current and projected capital project needs and priorities of the City for fiscal years 2019 through 2024; and

WHEREAS, the City's SEPA Responsible Official has determined that this procedural action is categorically exempt from SEPA threshold determination and EIS requirements pursuant to WAC 197-11-800(19); and

WHEREAS, a public hearing was held on October 9th, 2018 on the proposed updates to the Capital Improvement Plan;

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

Section 1. The City Council does hereby adopt the 2019-2024 Six-Year Capital Improvement Plan (CIP), a copy of which is attached as Exhibit A and incorporated herein by reference.

Section 2. Effective Date. This Ordinance will take effect five days after publication as required by law.

ADOPTED THIS 23RD DAY OF OCTOBER, 2018.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

Date Published:

Effective Date:

Exhibit A
2019-2024 Capital Improvement Plan (CIP)



City of Edgewood
CAPITAL IMPROVEMENT PLAN
2019-2024

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Introduction

Capital Improvement Plan Overview

The City of Edgewood's Capital Improvement Plan (CIP) is a six-year plan for addressing capital needs and satisfying the statutory requirements of the Growth Management Act (GMA). The purposes and goals of the CIP are to:

- Provide capital facilities and infrastructure that are needed by the community and support the vision of Edgewood's future, as articulated in the City's Comprehensive Plan;
- Support the provision of City services consistent with the expectations of the community, as expressed in the City's declared level-of-service standards;
- Preserve level-of-service as growth and development add new demands on City government;
- Supply facilities that meet the needs of the community; and
- Rehabilitate or replace the City's facilities and infrastructure to extend the useful life and assure continued efficiency.

The GMA also requires jurisdictions to have capital facilities in place and readily available when new development occurs or a service area population grows. This concept is known as *concurrency*. Specifically, this means that:

- All public facilities, needed to serve new development and a growing service area population, must be in place at the time of initial need. If the facilities are not in place, a financial commitment must have been made to provide the facilities within six years of the time of the initial need; and
- Such facilities must be of sufficient capacity to serve the service area population and new development without decreasing service levels below locally established minimum standards, known as level-of-service.

Minimum standards are established at local levels. Factors that influence local standards are citizens, City Council recommendations, national standards, federal and state mandates, and the standards of neighboring jurisdictions.

The GMA stipulates that if a jurisdiction is unable to provide or finance capital facilities in a manner that meets concurrency and level-of-service requirements, it must either: 1) adopt and enforce ordinances which prohibit approval of proposed developments which would cause the level-of-service to drop below locally established standards, or 2) lower established standards for the level-of-service.

The Capital Improvement Plan provides a six-year list of proposed major capital expenditures and associated operating costs for the City. This plan attempts to set funding strategies not only for the current year, but also to project future needs for major construction, land acquisition

and equipment needs that improve the cultural environment, capital infrastructure and recreational opportunities for the citizens of Edgewood. Capital expenditures are viewed not only in the context of how much the new project will cost, but also what impact the project will have on the City's operating budget.

The Capital Improvement Plan is divided into seven sections: 1) Introduction, 2) CIP Summary, 3) Surface Water Projects, 4) Transportation and Pedestrian Projects, 5) Parks Projects, 6) Sanitary Sewer Projects, and 7) Public Facilities Projects.

Capital Improvement Program Summary

The CIP Summary contains the following:

Program Financial Summary – Financial spreadsheet listing each project within the five capital project areas for the six-year funding period: General Capital Projects, Surface Water Capital Projects, Parks Capital Projects, Transportation Capital Projects, and Sanitary Sewer Capital Projects.

Capital Resources by Category – Graphic of all of the resources available to fund the CIP.

Capital Projects by Category – Graphic of the distribution of the projects by category.

Capital Project Detail

Included for each capital project in the CIP is a capital project detail sheet providing information such as the following:

- Fund – The associated capital fund (Capital - General, Capital - Parks, Capital - Roads, Capital - TIB, Street, Surface Water and Sewer).
- Project Category – The appropriate category for the particular project. These categories are also used in the Program Financial Summary.
- Project Description – A brief description of the project.
- Comprehensive Plan Goal - Identification of the Comp Plan goal affected by the project.
- Service Impact – A brief description of the project's impact on Edgewood citizens or others that use the public facility and any impact to maintenance and operating costs.
- Total Project Budget - All costs associated with the project. This will include prior expenditures, current year estimates and projected costs included in the six-year plan.
- Funding Sources – All of the anticipated revenue sources for the project.
- Critical Milestones – A list of all of the most important project milestones with their expected completion dates.
- Project Budget – Actual expenditures from prior periods and projected future costs by project phase. It also displays the specific revenue sources used to fund the project and any impacts on the General Fund operating budget.

Capital Improvement Program Summary

City of Edgewood 2019 - 2024 Capital Improvement Plan

Project	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate	Totals
Surface Water							
SW-1 City Drainage Infrastructure Program / Spot Improvements	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000
SW-2 Mortenson Farm Regional Stormwater Improvements	\$ -	\$ 50,000	\$ 700,000	\$ 500,000	\$ -	\$ -	\$ 1,250,000
SW-3 Jovita Creek Regional Improvement Feasibility Study	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000	\$ 180,000	\$ 580,000
SW-4 Edgewood Pothole Pilot Project Feasibility Assessment	\$ 300,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000
SW-5 108th Ave. E. / 36th St. E. Road Flooding	\$ -	\$ 50,000	\$ 900,000	\$ 175,000	\$ -	\$ -	\$ 1,125,000
SW-6 Surface Water Management Plan Update (Including Stormwater Comprehensive Plan Update)	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 125,000
SW-7 25th St. E. Drainage Improvements	\$ -	\$ -	\$ -	\$ -	\$ 235,000	\$ -	\$ 235,000
SW-8 Lake Chalet Pothole Flood Reduction Project	\$ -	\$ 530,000	\$ -	\$ -	\$ -	\$ -	\$ 530,000
SW-9 24th / 112th Seasonal Ponding	\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,000
SW-10 108th Ave E - 8th to 16th Flooding	\$ -	\$ -	\$ 40,000	\$ 270,000	\$ 65,000	\$ -	\$ 375,000
SW-11 Jovita Boulevard Rehabilitation	\$ -	\$ -	\$ -	\$ 55,000	\$ 345,000	\$ 180,000	\$ 580,000
SW-12 Flood Reduction Plan for Edgewood Pothole	\$ -	\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ 170,000
Total Surface Water	\$ 570,000	\$ 855,000	\$ 1,935,000	\$ 1,325,000	\$ 970,000	\$ 485,000	\$ 6,140,000

City of Edgewood 2019 - 2024 Capital Improvement Plan

Project	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate	Totals
Transportation							
T-1 Citywide Road Preservation Program (TIP No. 6)	\$ 260,000	\$ 270,000	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	\$ 1,710,000
T-2 Citywide Traffic Safety Program (TIP No. 10)	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 120,000
T-3 Interurban Trail Phase III, Connection Feasibility Study (TIP No. 7)	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000
T-4 Chrisella Road East Safety Improvements (TIP No. 5)	\$ -	\$ -	\$ -	\$ 250,000	\$ 1,700,000	\$ 750,000	\$ 2,700,000
T-5 Edgewood Drive Safety Improvements (TIP No. 4)	\$ -	\$ -	\$ 250,000	\$ 1,200,000	\$ 250,000	\$ -	\$ 1,700,000
T-6 Transporation Engineering / Plan Support	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
T-7 Meridian / 32nd Intersection Improvements (TIP No. 1)	\$ 60,000	\$ 340,000	\$ 250,000	\$ -	\$ -	\$ -	\$ 650,000
T-8 Meridian Ave E. Preliminary Design (TIP No. 2)	\$ 120,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ 480,000
T-9 Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)	\$ 225,000	\$ 1,200,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,825,000
T-10 Meridian Interconnect Signalization Project (TIP No. 9)	\$ 50,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 450,000
Total Transportation	\$ 785,000	\$ 2,640,000	\$ 950,000	\$ 1,910,000	\$ 2,495,000	\$ 1,230,000	\$ 10,010,000

City of Edgewood 2019 - 2024 Capital Improvement Plan

Project	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate	Totals
Parks - STILL NEED TO REVIEW Parks, Recreation & Open Space (PROS) PLAN BEFORE FINALIZING							
P-1 Interurban Trail Phase III Design / Construction	\$ -	\$ -	\$ -	\$ -	\$ 140,000	\$ 600,000	\$ 740,000
P-2 Miscellaneous Park Improvements	\$ 25,000	\$ 26,500	\$ 28,000	\$ 29,500	\$ 31,000	\$ 33,500	\$ 173,500
P-3 Edgewood Multi-Modal Trail Loop (8th, 122nd, 24th)	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,500,000	\$ 1,700,000
P-4 Nelson Farm - Farmhouse Remodel	\$ -	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ 55,000
P-5 36th and Meridian Park - First Phase	\$ 250,000	\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ 3,050,000
P-6 Land Acquisition	\$ 590,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 840,000
P-7 Edgemont Park	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
P-8 Mortenson Farm Trail	\$ -	\$ -	\$ -	\$ -	\$ 280,000	\$ -	\$ 280,000
P-9 Wolf Point Trail	\$ -	\$ -	\$ -	\$ 420,000	\$ -	\$ -	\$ 420,000
<i>Additional projects from Comprehensive Plan not yet included: Safe Routes to Schools x3 (\$500K), School Fields (\$1.4M)</i>							
Total Parks	\$ 865,000	\$ 2,876,500	\$ 383,000	\$ 499,500	\$ 701,000	\$ 2,183,500	\$ 7,508,500
Sanitary Sewer							
SS-1 General Sewer Plan Update	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
SS-2 Wetland Mitigation - Northwood Elementary (LID No. 1)	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Total Sanitary Sewer	\$ 205,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000
Public Facilities							
PF-1 City Hall IT/Security Upgrades	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
PF-2 City Hall Tenant Improvements	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
PF-3 Public Works Service Yard	\$ 15,000	\$ -	\$ 40,000	\$ 400,000	\$ -	\$ -	\$ 455,000
Total Public Facilities	\$ 140,000	\$ -	\$ 40,000	\$ 400,000	\$ -	\$ -	\$ 580,000
TOTAL CAPITAL EXPENDITURES	\$2,565,000	\$6,371,500	\$3,308,000	\$4,134,500	\$4,166,000	\$3,898,500	\$24,443,500

City of Edgewood 2019 - 2024 Capital Improvement Plan

Project	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate	Totals
CAPITAL REVENUE SOURCES:							
Surface Water Fees	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000
Surface Water Grant Revenue	\$ 150,000	\$ 25,000	\$ 1,225,000	\$ 815,000	\$ 765,000	\$ 355,000	\$ 3,335,000
Est. Interagency Participation (SW)	\$ -	\$ 50,000	\$ 400,000	\$ 340,000	\$ 40,000	\$ 30,000	\$ 860,000
Traffic Impact Fees	\$ 149,000	\$ 882,000	\$ 195,000	\$ 310,000	\$ 410,000	\$ 170,000	\$ 2,116,000
Transportation Grant Revenue	\$ 225,830	\$ 1,053,970	\$ 95,000	\$ 995,000	\$ 1,550,000	\$ 695,000	\$ 4,614,800
Street Fund (Former Trans. Benefit Dist.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REET (1 st 1/4% - Gen. Fund Capital)	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,400,000
REET (2 nd 1/4% - Pub. Works Capital)	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,400,000
Park Impact Fees	\$ 250,000	\$ 1,800,000	\$ 305,000	\$ 420,000	\$ 420,000	\$ 600,000	\$ 3,795,000
Parks Grant Revenue	\$ 490,000	\$ 1,000,000	\$ -	\$ -	\$ 50,000	\$ 750,000	\$ 2,290,000
Capital Parks Reserve Fund	\$ 25,000	\$ 26,500	\$ 28,000	\$ 29,500	\$ 31,000	\$ 33,500	\$ 173,500
Sewer Fees	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Councilmanic Bonds (Future Debt Service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund Xfer (Property/Sales/Utility Tax)	\$ 320,170	\$ 634,030	\$ 160,000	\$ 325,000	\$ -	\$ 365,000	\$ 1,804,200
TOTAL CAPITAL RESOURCES	\$ 2,565,000	\$ 6,371,500	\$ 3,308,000	\$ 4,134,500	\$ 4,166,000	\$ 3,898,500	\$ 24,443,500

Capital Project Detail

Surface Water

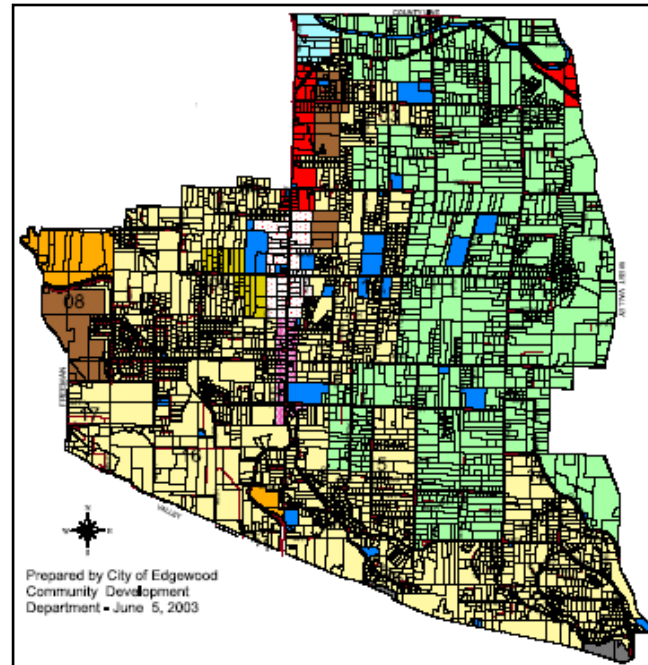
SW-1 – City Drainage Infrastructure Program / Spot Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: New drainage problems are identified annually through routine maintenance inspections and Citizen Action Requests (CAR's). The City Council annually budgets for small improvements to the public stormwater system, as several components of the City's drainage infrastructure are either undersized, failing, and/or incomplete. This program evaluates and installs culvert piping, catch basins, and ditch improvements, as well as other improvements associated with road projects, replacing up to two miles of existing drainage infrastructure per year. Work will generally include ditch lining, curbing, and catch basin and/or storm pipe replacement.

The tentative plan for 2019 includes:

- Jovita Boulevard (105th to 110th) - Shoulder and Ditch Improvements
- 16th St E at 122nd Ave E – Shoulder and Culvert Improvements
- 94th Ave E (28th St Ct E to 32nd St E, Both Sides) – Shoulder and Ditch Repair
- 48th Ave E at 116th Ave E – Culvert Entrance Improvements

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: This project will help alleviate localized flooding of private and public properties by making improvements to public storm drainage systems where a small project (*i.e. less than \$35,000 per project*) can be cost-effective in resolving the problem.

Total 6-Year Project Budget: \$600,000

Funding Source:

- Storm Drainage Fees

Critical Milestones:

- Various projects will be identified, evaluated, prioritized, designed and constructed each year.

SW-1							
City Drainage Infrastructure Program / Spot Improvements							
Total Project Budget:		\$600,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Masterplan	-	-	-	-	-	-	-
Planning/Design	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$90,000
Construction	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$510,000
Total Expenditures	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
Revenue Sources:							
Grant Revenue (DOE)							
Grant Revenue							
Surface Water Fees	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
Total Revenues	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SW-2 – Mortenson Farm Regional Stormwater Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: In 2003, the City purchased the old twelve-acre Mortenson farm with Surface Water Funds as a site for future stormwater quality enhancements and possible park use. Stormwater improvements will be made to enhance the water quality of Surprise Lake Creek before it leaves the City of Edgewood, thereby improving the health of the Hylebos Creek watershed. Restoration of the stream channel will create salmon rearing and spawning habitat, which is now made more accessible to fish thanks to the City of Fife's recent Freeman Road improvements.

In addition, the site will be evaluated for potential as a regional stormwater detention facility, which may require offsite stormwater conveyance design and construction. Efforts will be made to decrease base flows leaving the site by expanding and enhancing wetland areas on the site. This restoration may be complemented by a passive trail or boardwalk, if funds allow.

The City is coordinating with the Washington State Department of Transportation (WSDOT) regarding the use of the property as a wetland impact mitigation site for the construction of SR 167 (*Phase 1 construction tentatively begins in 2021*). Funding for this project may also include participation by the City of Milton (due to flows coming from Surprise Lake, within the City of Milton) and the City of Fife (recipient of these flows).

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.IV:** Design and locate capital facilities with features and characteristics that support the environment, energy-efficiency, aesthetics, technological innovation, cost-effectiveness and sustainability.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Enhancing the natural environment will reduce uncontrolled stormwater runoff and help protect sensitive salmon bearing streams and wetlands.

Total 6-Year Project Budget: \$1,250,000

Funding Sources:

- Inter-Agency Participation (WSDOT)
- Grant Revenue
- Storm Drainage Fees

Critical Milestones:

- 2020-2021 – Planning / Design
- 2021-2022 – Construction

SW-2							
Mortenson Farm Regional Stormwater Improvements							
Total Project Budget:		\$1,250,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Masterplan							-
Planning/Design		\$50,000	\$50,000				\$100,000
Construction			\$650,000	\$500,000			\$1,150,000
Total Expenditures	\$0	\$50,000	\$700,000	\$500,000	\$0	\$0	\$1,250,000
Revenue Sources:							
Grant Revenue (DOE)							\$0
Grant Revenue (TBD)			\$300,000	\$200,000			\$500,000
City of Fife			\$25,000	\$25,000			\$50,000
City of Milton			\$25,000	\$25,000			\$50,000
WSDOT (Mitigation)		\$50,000	\$350,000	\$250,000			\$650,000
Surface Water Fees							\$0
Total Revenues	\$0	\$50,000	\$700,000	\$500,000	\$0	\$0	\$1,250,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SW-3 – Jovita Creek Regional Improvement Feasibility Study

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: As identified in the 1997 Surface Water Management Plan, this project includes preparation of an Engineering Feasibility Study for the design and construction of a regional retention/detention pond to reduce peak flow rates within the Jovita Creek basin. Other elements to be considered in the study include slope stability measures (i.e. piped slope drains) and property / easement acquisition.

The study will address known basin-wide flow control and water quality issues (i.e., TMDL for Fecal Coliform), identify possible location(s) for development of a regional facility, costs of property acquisition and development, and the environmental impacts associated with its construction.

Implementation of a regional facility will require the cooperation of multiple local agencies, including the City of Pacific and King County. Piped slope drains can be implemented completely within the City of Edgewood.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Enhancing the natural environment will reduce uncontrolled stormwater runoff.

Total 6-Year Project Budget: \$580,000

Funding Sources:

- Grant Revenue
- Inter-Agency Participation

Critical Milestones:

- 2022-2024 – Planning/Design
- 2025 or later – Construction

SW-3							
Jovita Creek Regional Improvement Feasibility Study							
Total Project Budget:		\$580,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Masterplan				\$150,000	\$150,000	\$130,000	\$430,000
Planning/Design				\$50,000	\$50,000	\$50,000	\$150,000
Construction							\$0
Total Expenditures	\$0	\$0	\$0	\$200,000	\$200,000	\$180,000	\$580,000
Revenue Sources:							
Grant Revenue (DOE)							\$0
Grant Revenue (TBD)				\$160,000	\$160,000	\$150,000	\$470,000
City of Pacific							\$0
King County				\$40,000	\$40,000	\$30,000	\$110,000
Surface Water Fees							\$0
Total Revenues	\$0	\$0	\$0	\$200,000	\$200,000	\$180,000	\$580,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

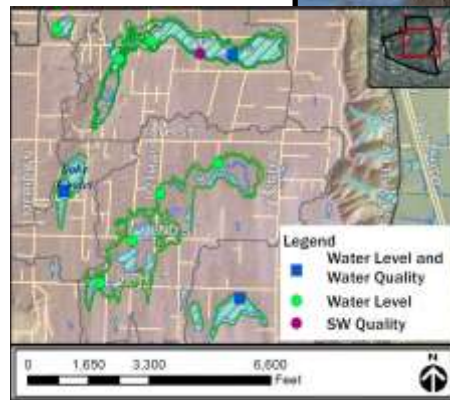
SW-4 – Edgewood Pothole Pilot Project Feasibility Assessment (Water Quality / Treatment)

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: The City of Edgewood has six closed depression basins that retain stormwater runoff and frequently flood during winter months. Before removing excess flood waters, additional data is needed to determine the water quality treatment needs in each pothole.

This feasibility assessment will evaluate: 1) whether an advanced stormwater treatment facility can adequately treat stormwater in these pothole basins, and 2) the volume of water that can be adequately treated. First, water elevation and water quality data will be collected to evaluate conditions at the candidate site, Walker Pond at 16th Street East and 110th Avenue East. A conceptual design for an advanced bioretention treatment facility will then be developed based on collected monitoring and hydraulic modeling data. Throughout the project, public and advisory group meetings will be held to inform the public and stakeholders about project progress and findings.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **NA.V:** Minimize risks to people, property and the environment posed by geological and flood hazard areas.
- **LU.III:** Promote development that respects and preserves the natural environment.
- **U.III:** Work with regional partners to address regional utility issues.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: Understanding the water quality impacts from growth and development will help guide preservation of the natural environment.

Total 6-Year Project Budget: \$400,000

Funding Sources:

- Storm Drainage Fees
- Dept. of Ecology Grant Revenue

Critical Milestones:

- 2019 – Data Collection
- 2020 – Design / Construction

SW-4							
Edgewood Pothole Pilot Project Feasibility Assessment							
Total Project Budget:		\$400,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Masterplan							\$0
Planning/Design	\$300,000	\$100,000					\$400,000
Construction							\$0
Total Expenditures	\$300,000	\$100,000	\$0	\$0	\$0	\$0	\$400,000
Revenue Sources:							
Grant Revenue (DOE)	\$ 150,000						\$150,000
Grant Revenue (TBD)							\$0
REET 1 (Gen. Fund Capital)		\$ 45,970					\$45,970
REET 2 (Pub. Works Capital)							\$ -
Debt Financing							\$0
Surface Water Fees		\$ -					\$0
Total Revenues	\$150,000	\$45,970	\$0	\$0	\$0	\$0	\$195,970
General Fund Impacts:	\$ 150,000	\$ 54,030					\$204,030

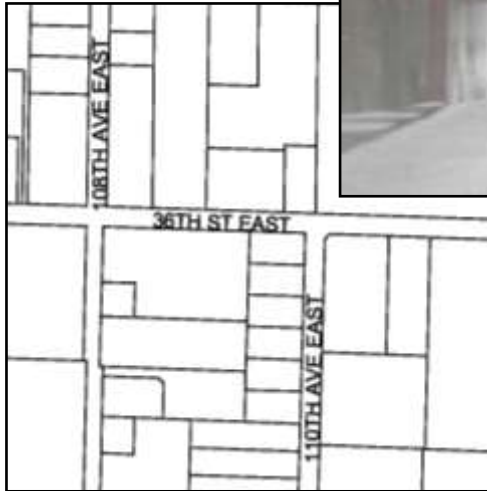
SW-5 – 108th Avenue East / 36th Street East Road Flooding

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: This project is located at 108th Ave. E. / 36th St. E. intersection approximately 500 feet in all directions. During heavy rains, this area is prone to flooding where the entire roadway ends up being underwater. Roadway intersection and adjoining streets routinely flood during wet winters resulting in the closure of the roadways for long periods of time. An engineering feasibility study is needed to assess alternatives for raising the intersection and adjoining streets to prevent roadway flooding.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Improvements to this area are necessary to prevent prolonged closure of the roadway during wet winter months. This project will also help to prevent localized flooding.

Total 6-Year Project Budget: \$1,125,000

Funding Sources:

- Grant Revenues

Critical Milestones:

- 2020/2021 — Planning/Design
- 2021/2022 – Construction

SW-5 108th Ave. E. / 36th St. E. Road Flooding							
Total Project Budget:		\$1,125,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Planning/Design		\$50,000	\$50,000	\$25,000			\$125,000
Construction			\$850,000	\$150,000			\$1,000,000
Total Expenditures	\$0	\$50,000	\$900,000	\$175,000	\$0	\$0	\$1,125,000
Revenue Sources:							
PCFCZD Opp Fund		\$0	\$40,000	\$15,000			\$55,000
Grant Revenue (TBD)			\$860,000	\$160,000			\$1,020,000
Surface Water Fees		\$0					\$0
Total Revenues	\$0	\$0	\$900,000	\$175,000	\$0	\$0	\$1,075,000
General Fund Impacts:		\$ 50,000					\$50,000

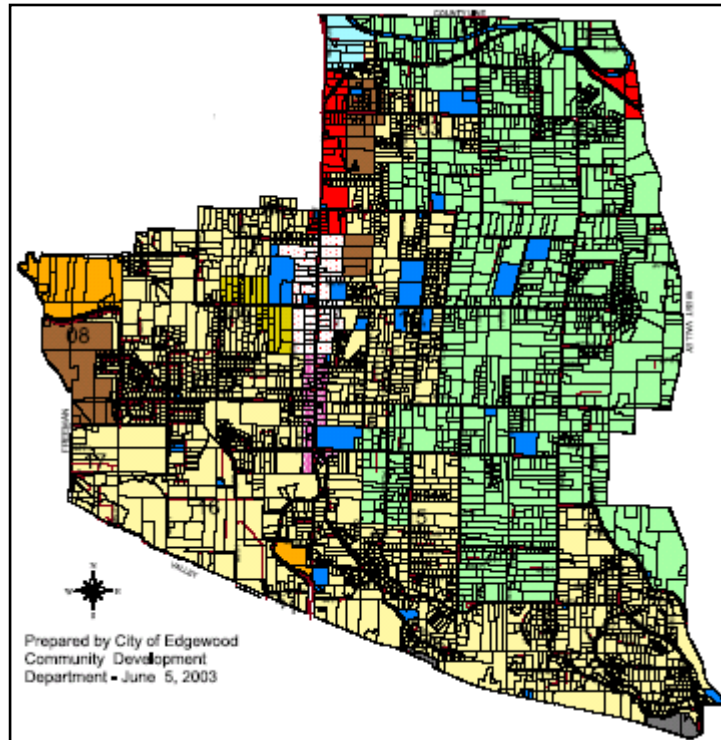
SW-6 – Surface Water Management Plan Update (including Stormwater Comprehensive Plan Update)

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: Regular updates to the City’s Surface Water Management Plan are required to address multiple NPDES Phase II permit conditions and deadlines. **The City’s current plan, originally adopted in 1996, is being updated to reflect recent changes in local, state and federal requirements for stormwater management (tentative adoption Fall/Winter 2018).** A component of this update will consider basin-level planning and targeted development standards to determine how to best address pothole flooding issues throughout the City. Also, the current NPDES permit requires annual updates to the SWMP and reporting to DOE and the citizens.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **U.I:** Ensure the location and design of utility facilities meets the community’s needs.
- **U.III:** Work with regional partners to address regional utility issues.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: An updated city-wide plan is needed to ensure adequate service for existing and future development.

Total 6-Year Project Budget: \$125,000

Funding Sources:

- Dept. of Ecology Capacity Grant
- Storm Drainage Fees

Critical Milestones:

- *Comprehensive Surface Water Management Plan Update – 2018*
- Initial Basin-Level Planning – 2021
- **Annual Updates/Reporting Ongoing**

SW-6							
Surface Water Management Plan Update <i>(Including Stormwater Comprehensive Plan Update)</i>							
Total Project Budget:		\$125,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Master Plan	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Planning/Design							\$0
Construction							\$0
Total Expenditures	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Revenue Sources:							
DOE Capacity Grant	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Grant Revenue (TBD)							\$0
Surface Water Fees							\$0
Total Revenues	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

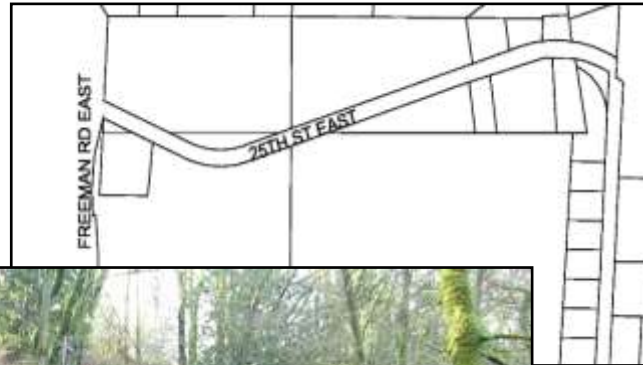
SW-7 – 25th Street East Drainage Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: This project is located along a recently abandoned segment of 25th Street East between the recently installed cul-de-sac and Westridge Parkway. Work being considered includes construction of a thickened edge curb, catch basins, and piped road crossings to control drainage along the north side / slope. Work will also include restoration of the ditch along the south side, and possible relocation / consolidation of outfalls along the north side with slope drains piped to the bottom of the hill. This work is recommended in order to stabilize and repair slide damage to prevent slides along roadway, shoulder erosion and roadway flooding.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: This project will reduce downhill erosion and sliding of embankments. However, this section of roadway was closed in 2015 and Westridge Parkway opened to replace this section of roadway, connecting 86th Avenue East to Freeman Road in Fife.

Total 6-Year Project Budget: \$235,000

Funding Source:

- Grant Revenues

Anticipated Milestones:

- 2023— Design/Construction

SW-7 25th St. E. Drainage Improvements							
Total Project Budget:		\$235,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Planning/Design					\$35,000		\$35,000
Construction					\$200,000		\$200,000
Total Expenditures	\$0	\$0	\$0	\$0	\$235,000	\$0	\$235,000
Revenue Sources:							
PCFCZD Opp Fund					\$15,000		\$15,000
Grant Revenue (TBD)					\$220,000		\$220,000
Surface Water Fees							\$0
Total Revenues	\$0	\$0	\$0	\$0	\$235,000	\$0	\$235,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SW-8 – Lake Chalet Pothole Flood Reduction Project

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: While historically Lake Chalet has discharged to Simon's Creek, development over the last several decades has apparently blocked that pathway and Lake Chalet has become a closed depression pothole. As a result, seasonal rainfall events lead to flooding of public streets and private property adjacent to Lake Chalet, including flooding of 29th Street E.

Three options were considered: 1) pumped discharge, 2) gravity overflow, and 3) horizontal directional drilling / siphon. Of the three alternatives, the least expensive (from a capital cost standpoint), is to pump water from Lake Chalet to an existing gravity conveyance at the Simon's Mill Apartment site. This option will require long term pump station operations and maintenance, not accounted for in the capital project cost estimates.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.V:** Minimize risks to people, property and the environment posed by geological and flood hazard areas.
- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: Protecting adjacent property from flooding will lower impacts to associated septic systems, thereby enhancing water quality in the existing natural environment.

Total 6-Year Project Budget: \$530,000

Funding Sources:

- Storm Drainage Fees
- General Fund Revenue

Critical Milestones:

- 2020 – Design / Construction

SW-8 Lake Chalet Pothole Flood Reduction Project							
Total Project Budget:		\$530,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Masterplan							\$0
Planning/Design		\$50,000					\$50,000
Construction		\$480,000					\$480,000
Total Expenditures	\$0	\$530,000	\$0	\$0	\$0	\$0	\$530,000
Revenue Sources:							
Grant Revenue (DOE)							\$0
Grant Revenue (TBD)							\$0
Surface Water Fees							\$0
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Impacts:		530,000					\$530,000

SW-9 – 24th Street East / 112th Avenue East Intersection Seasonal Ponding

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: Due to lack of existing piped conveyance, surface water collects at the northeast corner of 24th Street East and 112th Avenue East during wet weather periods, creating a safety hazard for vehicles and pedestrians. Both 24th and 112th are classified as arterial roadways, being primary routes for traffic through the City. To the west of this intersection, the existing ditch on the north side of 24th is very deep and the shoulder experiences erosion that threatens the road prism.

This project will provide a new piped conveyance for surface water flows along the north side of 24th Street East between 111th Avenue East and 112th Avenue East, eliminating the seasonal ponding and filling the deep ditch described earlier. By eliminating the ditch, this work helps prepare for future pedestrian improvements along the north side of 24th between 110th and 112th.

Applicable Comprehensive Plan Goals –

- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **U.I:** Ensure the location and design of utility facilities meets the community's needs.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Completing this segment of the collection and conveyance system will prevent water from ponding on the road surface and adjacent private property during the wet season.

Total 6-Year Project Budget: \$170,000

Funding Sources:

- Storm Drainage Fees
- General Fund Revenue

Critical Milestones:

- 2018 - Design
- 2019 - Construction

SW-9 24th / 112th Seasonal Ponding							
Total Project Budget:		\$170,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Masterplan							\$0
Planning/Design	\$10,000						\$10,000
Construction	\$160,000						\$160,000
Total Expenditures	\$170,000	\$0	\$0	\$0	\$0	\$0	\$170,000
Revenue Sources:							
Grant Revenue (DOE)	\$ -						\$0
Grant Revenue (TBD)							\$0
Surface Water Fees	\$0						\$0
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Impacts:	\$170,000						\$170,000

SW-10 – 108th Avenue East (8th Street East to 16th Street East) Neighborhood Flooding

Fund:

Surface Water Fund

Project Category:

Surface Water

Project Description: A sub-basin of the Edgewood Bowl closed-depression pothole, this area experiences seasonal flooding on several private properties due in part to surface water flows leaving 108th Avenue East. The City asked their consultant, Gray & Osborne, to prepare a Hydrologic Surface Water Report in January 2017, analyzing the neighborhood and its surface water characteristics.

This project will take the conclusions in this report and perform the next steps needed to design and construct an appropriate conveyance improvement. The budget estimate considers costs for acquisition of easement(s) and coordination with other planning efforts in the Edgewood Bowl closed depression pothole.



Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **U.I:** Ensure the location and design of utility facilities meets the community's needs.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: Reduces the impact of uncontrolled stormwater runoff on private properties and associated septic systems.

Total 6-Year Project Budget: \$375,000

Funding Sources:

- Storm Drainage Fees
- Real Estate Excise Taxes
- Grant Revenue
- General Fund Revenue

Critical Milestones:

- 2021 – Design
- 2022 – Easement Acquisition
- 2022/2023 – Construction

SW-10 108th Ave E - 8th to 16th Flooding							
Total Project Budget:		\$375,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Masterplan							\$0
Planning/Design			\$40,000				\$40,000
Construction				\$270,000	\$65,000		\$335,000
Total Expenditures	\$0	\$0	\$40,000	\$270,000	\$65,000	\$0	\$375,000
Revenue Sources:							
Grant Revenue (DOE)							\$0
Grant Revenue (TBD)				\$200,000			\$200,000
REET 1 (Gen. Fund Capital)			\$40,000		\$65,000		\$105,000
REET 2 (Pub. Works Capital)							\$0
Surface Water Fees							\$0
Total Revenues	\$0	\$0	\$40,000	\$200,000	\$65,000	\$0	\$305,000
General Fund Impacts:				\$70,000			\$70,000

SW-11 – Jovita Boulevard Rehabilitation and Seismic Walls

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: This project is located on Jovita Boulevard from 114th Avenue East to West Valley Highway (approximately 5,400 lf.).

The project considers the reconstruction of the existing roadway, redefining of roadway alignment and superelevation in spots, additional slope protection (guardrails), stream protection, installation of additional seismic wall(s) to deter landslides, new storm drainage conveyance installation, and re-establishment of the roadway prism and shoulders. Since two seismic walls and associated drainage were constructed during the winter of 2016 / 2017, this project's priority has been lowered.

Applicable Comprehensive Plan Goals –

- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: This project is necessary to assess remaining problems and identify a solution to this stabilization problem.

Total 6-Year Project Budget: \$580,000

Funding Sources:

- Grant Revenues

Critical Milestones:

- 2022-2023 – Planning / Design
- 2023-2024 – Construction

SW-11 Jovita Boulevard Rehabilitation							
Total Project Budget:		\$580,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Planning/Design				\$55,000	\$65,000	\$30,000	\$150,000
Construction					\$280,000	\$150,000	\$430,000
Total Expenditures	\$0	\$0	\$0	\$55,000	\$345,000	\$180,000	\$580,000
Revenue Sources:							
Grant Revenue (TBD)				\$55,000	\$345,000	\$180,000	\$580,000
Surface Water Fees							\$0
Total Revenues	\$0	\$0	\$0	\$55,000	\$345,000	\$180,000	\$580,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SW-12 – Flood Reduction Plan for the Edgewood Pothole

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: More information is needed to evaluate and select the best solution to flooding problems within Edgewood's closed depression pothole basins, and the Edgewood Bowl is the largest of these. Individual characteristics that need to be understood before developing a viable flood control plan include base flood elevation (high water surface), available storage volume, the existing stormwater conveyance network, and overall basin characteristics.

Monitoring data and findings from the feasibility assessment for the Edgewood Bowl pothole will be used to develop a continuous hydrologic and hydraulic model of the existing conditions, then used to develop and evaluate different solution alternatives. An initial report will be developed describing the pothole characteristics, modeling results and the alternatives. At least one meeting will be held with the public to discuss results, alternatives considered and recommendations. The solutions will be compared, and the best alternative will be selected. The models will also be used as the basis for a flood study to update FEMA maps of the potholes and potentially result in a letter of map revision (LOMR) for each pothole.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **U.I:** Ensure the location and design of utility facilities meets the community's needs.
- **U.III:** Work with regional partners to address regional utility issues.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: Flooding conditions continue to worsen as development occurs in the City's closed depression basins without a viable solution.

Total 6-Year Project Budget: \$170,000

Funding Sources:

- Storm Drainage Fees
- General Fund Revenue

Critical Milestones:

- 2021 – Planning / Design

SW-12 Flood Reduction Plan for Edgewood Pothole							
Total Project Budget:		\$170,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Masterplan							\$0
Planning/Design			\$170,000				\$170,000
Construction							\$0
Total Expenditures	\$0	\$0	\$170,000	\$0	\$0	\$0	\$170,000
Revenue Sources:							
Grant Revenue (DOE)							\$0
Grant Revenue (TBD)							\$0
REET 1 (Gen. Fund Capital)			\$ 10,000				\$10,000
REET 2 (Pub. Works Capital)							\$0
Surface Water Fees							\$0
Total Revenues	\$0	\$0	\$10,000	\$0	\$0	\$0	\$10,000
General Fund Impacts:			\$160,000				\$160,000

Transportation

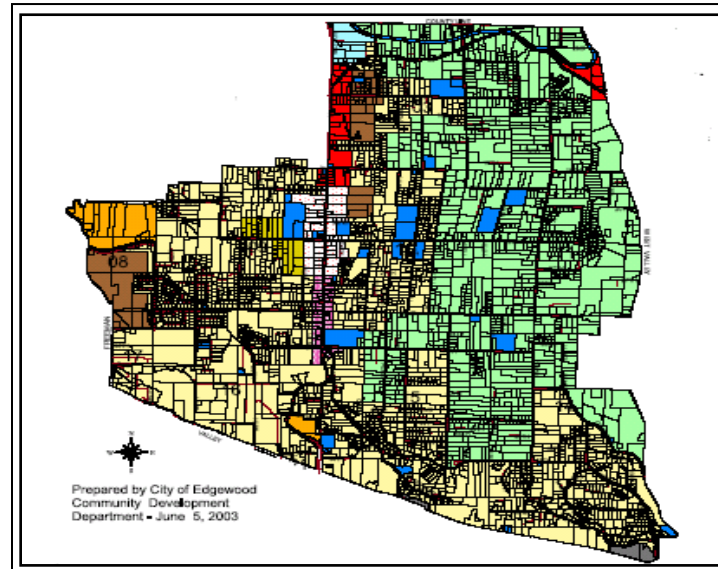
T-1 – Citywide Road Preservation Program (TIP No. 6)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan**Transportation Element****Project A-2**

Project Description: The City's Road Preservation Program is designed to maintain the City's road system to the highest condition rating with the funds available using asphalt overlays and surface chip seals. Currently, the asphalt overlays are done in conjunction with Pierce County's countywide overlay projects. The City of Edgewood's Public Works Department will provide project administration, construction oversight, quality review and final acceptance.

In the past, the City made an effort to chip seal approximately 6 miles of road each year. Unfortunately, due to budget cuts this level of service has not been maintained. The Council has authorized transfers of the second 0.25% of Real Estate Excise Tax (REET2) to help fund this program since 2006.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VIII:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: This program is needed to maintain the road quality and extend the life span of the City's existing roadway network.

Total 6-Year Project Budget: \$1,710,000

Funding Source:

- Real Estate Excise Tax
- Transportation Capital Funds
- Grant Revenue

Critical Milestones:

- The program takes place annually during the summer construction period (June – September).

T-1							
Citywide Road Preservation Program (TIP No. 6)							
Total Project Budget: \$ 1,710,000							
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Design							
Construction	\$ 260,000	\$ 270,000	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	\$ 1,710,000
Total Expenditures	\$ 260,000	\$ 270,000	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	\$ 1,710,000
Revenue Sources:							
Street Fund							\$ -
REET 1 (Gen. Fund Capital)				\$ 270,000	\$ 87,500		\$ 357,500
REET 2 (Pub. Works Capital)	\$ 260,000	\$ 270,000	\$ 260,000		\$ 200,000		\$ 990,000
TIB Grant Revenue			\$ 20,000	\$ 20,000	\$ 12,500	\$ 20,000	\$ 72,500
Grant Revenue (TBD)							
Total Revenues	\$260,000	\$270,000	\$280,000	\$290,000	\$300,000	\$20,000	\$1,420,000
General Fund Impacts:						\$ 290,000	\$ 290,000
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

T-2 – Citywide Traffic Safety Program (TIP No. 10)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan**Transportation Element****Project A-3**

Project Description: This program is an annual review and safety assessment of existing facilities, evaluating the need to install miscellaneous signage, crosswalks, lighting and pavement markings. Other improvements may include: pedestrian landing pads and/or shelters for school bus stops, bus turnouts / pull-outs, improved traffic signage, flashing beacons, sidewalks, or improvements as needed to resolve other miscellaneous safety hazards that are identified.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **T.XI:** Protect the livability and safety of residential neighborhoods from the adverse impacts of the automobile.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Neighborhood traffic calming projects, safety projects and reconstruction of ADA deficiencies.

Total 6-Year Project Budget: \$120,000

Funding Source:

- Real Estate Excise Taxes
- Transportation Capital Funds

Critical Milestones:

- Annual allocation for utilizing funds for pedestrian improvement projects, as well as identified pedestrian safety issues that arise.

T-2 Citywide Traffic Safety Program (TIP No. 10)							
Total Project Budget:		\$ 120,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Design							
Construction	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 120,000
Total Expenditures	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 120,000
Revenue Sources:							
Grant Revenue							
Street Fund							\$ -
REET 1 (Gen. Fund Capital)	\$ 19,830	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000		\$ 99,830
REET 2 (Pub. Works Capital)							\$ -
Total Revenues	\$19,830	\$20,000	\$20,000	\$20,000	\$20,000	\$0	\$99,830
General Fund Impacts:	\$ 170					\$ 20,000	\$ 20,170
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

T-3 – Interurban Trail Phase III, Connection Feasibility Study (TIP No. 7)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan

Transportation Element

Project A-3



Project Description: The western section of Edgewood's Interurban Trail has been completed for several years, but the eastern portion traverses much more difficult terrain riddled with various environmentally sensitive areas. This project will gather topographic survey data and evaluate conceptual design of the remaining segment, determine whether or not tunnel design is feasible, and review geotechnical components of the future project.

Applicable Comprehensive Plan Goals –

- **T.III:** Provide clear and identifiable systems of walkways, sidewalks and trails.
- **T.V:** Promote programs to encourage carpooling, transit and non-motorized transportation.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **T.XII:** Develop transportation solutions that align with the state and multi-county policies that protect the environment.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: Increase non-motorized transportation capacity within Edgewood in order to alleviate impacts associated with increased traffic demands. Provide vital connection between the Cities of Milton, Fife, Pacific and Auburn.

Total 6-Year Project Budget: \$75,000

Funding Source:

- Real Estate Excise Tax
- Transportation Capital Funds
- Cross Jurisdictional Partnerships

Critical Milestones:

- 2023 - Study initiation and completion

T-3							
Interurban Trail Phase III, Connection Feasibility Study (TIP No. 7)							
Total Project Budget:		\$ 75,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Design					\$ 75,000		\$ 75,000
Construction							\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000
Revenue Sources:							
TIB Grant Revenue							
Street Fund							
REET 1 (Gen. Fund Capital)					\$ 75,000		\$ 75,000
REET 2 (Pub. Works Capital)							
Total Revenues	\$0	\$0	\$0	\$0	\$75,000	\$0	\$75,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

T-4 – Chrisella Road East Safety Improvements (TIP No. 5)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan

Transportation Element

Project R-10



Project Description: As described in the current Comprehensive Plan, this project will “improve pavement markings, signage, lighting, sight distance; improve intersection with 48th Avenue East and consider installation of traffic calming measures”. All-way stop control has already been established at the intersection with 48th Street East per Resolution 18-0405. The budget contained herein contemplates additional work needed for retaining wall and guardrail upgrades / repair between 48th Street East and Karshner Road East.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **T.XI:** Protect the livability and safety of residential neighborhoods from the adverse impacts of the automobile.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Chrisella is a well-established bypass for southbound SR-161 traffic. Steep topography and narrow sections of roadway limits driver sight distance. With no sidewalks, pedestrian capacity is very limited.

Total 6-Year Project Budget: \$2,700,000

Funding Source:

- Real Estate Excise Tax
- Transportation Capital Funds
- Traffic Impact Fees
- Grant Revenue

Critical Milestones:

- 2022 – Planning/Design
- 2023/2024 – Construction

T-4

Chrisella Road East Safety Improvements (TIP No. 5)

Total Project Budget: \$ 2,700,000

Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Design				\$ 250,000			\$ 250,000
Construction				\$ -	\$ 1,700,000	\$ 750,000	\$ 2,450,000
Total Expenditures	\$ -	\$ -	\$ -	\$ 250,000	\$ 1,700,000	\$ 750,000	\$ 2,700,000
Revenue Sources:							
Grant Revenue (STP)					\$ 1,275,000	\$ 600,000	\$ 1,875,000
Street Fund							\$ -
REET 1 (Gen. Fund Capital)				\$ 5,000	\$ 85,000		\$ 90,000
REET 2 (Pub. Works Capital)							\$ -
Traffic Impact Fees				\$ 50,000	\$ 340,000	\$ 150,000	\$ 540,000
Total Revenues	\$0	\$0	\$0	\$55,000	\$1,700,000	\$750,000	\$2,505,000
General Fund Impacts:				\$ 195,000			\$ 195,000
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

T-5 – Edgewood Drive East Safety Improvements (TIP No. 4)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan

Transportation Element

Project R-4

**Project Description:**

As described in the current Comprehensive Plan, this project will include “roadway widening, curb, gutter, storm water system and pedestrian walkway.” Design work is already underway for repairing the intersection at the south end of Edgewood Drive (near City of Sumner boundary).

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **T.XI:** Protect the livability and safety of residential neighborhoods from the adverse impacts of the automobile.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Edgewood Drive is a well-established bypass for southbound traffic coming out of King County. Steep topography and narrow sections of roadway limits driver sight distance. With no sidewalks, pedestrian capacity is very limited.

Total 6-Year Project Budget: \$1,700,000

Funding Source:

- Real Estate Excise Tax
- Transportation Capital Funds
- Traffic Impact Fees
- Grant Revenue

Critical Milestones:

- 2021 – Planning/Design
- 2022/2023 – Construction

T-5

Edgewood Drive Safety Improvements (TIP No. 4)

Total Project Budget: \$ 1,700,000

Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Design	\$ -		\$ 250,000				\$ 250,000
Construction			\$ -	\$ 1,200,000	\$ 250,000		\$ 1,450,000
Total Expenditures	\$ -	\$ -	\$ 250,000	\$ 1,200,000	\$ 250,000	\$ -	\$ 1,700,000
Revenue Sources:							
Traffic Impact Fees			\$ 50,000	\$ 240,000	\$ 50,000		\$ 340,000
TIB Grant Revenue				\$ 900,000	\$ 187,500		\$ 1,087,500
Grant Revenue (TBD)							\$ -
Street Fund							\$ -
REET 1 (Gen. Fund Capital)			\$ 200,000		\$ 12,500		\$ 212,500
REET 2 (Pub. Works Capital)							\$ -
Total Revenues	\$0	\$0	\$250,000	\$1,140,000	\$250,000	\$0	\$1,640,000
General Fund Impacts:				\$ 60,000			\$ 60,000
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

T-6 – Transportation Engineering / Plan Support

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan

Transportation Element

Project A-1



Project Description: Annual program to maintain/update pavement management system, road standards and traffic model.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VIII:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: Due to limited in-house staffing, on-call transportation engineering services are needed.

Total 6-Year Project Budget: \$300,000

Funding Source:

- Real Estate Excise Taxes

Critical Milestones:

- Annual funding for necessary transportation analysis.

T-6 Transporation Engineering / Plan Support							
Total Project Budget:		\$ 300,000					
Phase	6-Year Projected Plan						Projected 6-Year Total Cost
	2019 Projected	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	
Project Expenditures:							
Master Plan							
Design	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
Right of Way							
Construction							
Total Expenditures	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
Revenue Sources:							
TIB Grant Revenue							
Grant Revenue							
Street Fund							
REET 1 (Gen. Fund Capital)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
REET 2 (Pub. Works Capital)							\$ -
Total Revenues	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

T-7 – Meridian Avenue East / 32nd Street East Intersection Improvements (TIP No. 1)

Fund:

General Fund

Project Category:

Transportation

**Comprehensive Plan
Transportation
Element****Project R-8**

Project Description: As described in the current Comprehensive Plan, this project will install a signal and make ADA upgrades at the intersection. This intersection is the only one currently identified as failing in the City's concurrency model without signalization, operating at a Level of Service (LOS) of F due to westbound movement delays. There are several dozen residents to the west that must use this un-signalized intersection as their only means of access. Also, existing utility poles located on the corners make right-turn movements difficult from Meridian to 32nd in each direction.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **T.XI:** Protect the livability and safety of residential neighborhoods from the adverse impacts of the automobile.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Must coordinate with WSDOT on appropriate solution, particularly as this intersection is within ¼-mile of another signal.

Total 6-Year Project Budget: \$650,000

Funding Sources:

- Real Estate Excise Taxes (REET)
- Traffic Impact Fees

Critical Milestones:

- 2019 – Design / WSDOT Coordination
- 2020 / 2021 - Construction

T-7

Meridian / 32nd Intersection Improvements (TIP No. 1)

Total Project Budget: \$ 650,000

Phase	6-Year Projected Plan						Projected 6-Year Total Cost
	2019 Projected	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	
Project Expenditures:							
Design	\$ 60,000						\$ 60,000
Right of Way							
Construction		\$ 340,000	\$ 250,000				\$ 590,000
Total Expenditures	\$ 60,000	\$ 340,000	\$ 250,000	\$ -	\$ -	\$ -	\$ 650,000
Revenue Sources:							
TIB Grant Revenue							\$ -
Grant Revenue (TBD)							\$ -
Street Fund							\$ -
REET 1 (Gen. Fund Capital)	\$ 30,000	\$ 90,000	\$ 75,000				\$ 195,000
REET 2 (Pub. Works Capital)		\$ 80,000	\$ 50,000				\$ 130,000
Traffic Impact Fund	\$ 30,000	\$ 170,000	\$ 125,000				\$ 325,000
Total Revenues	\$60,000	\$340,000	\$250,000	\$0	\$0	\$0	\$650,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

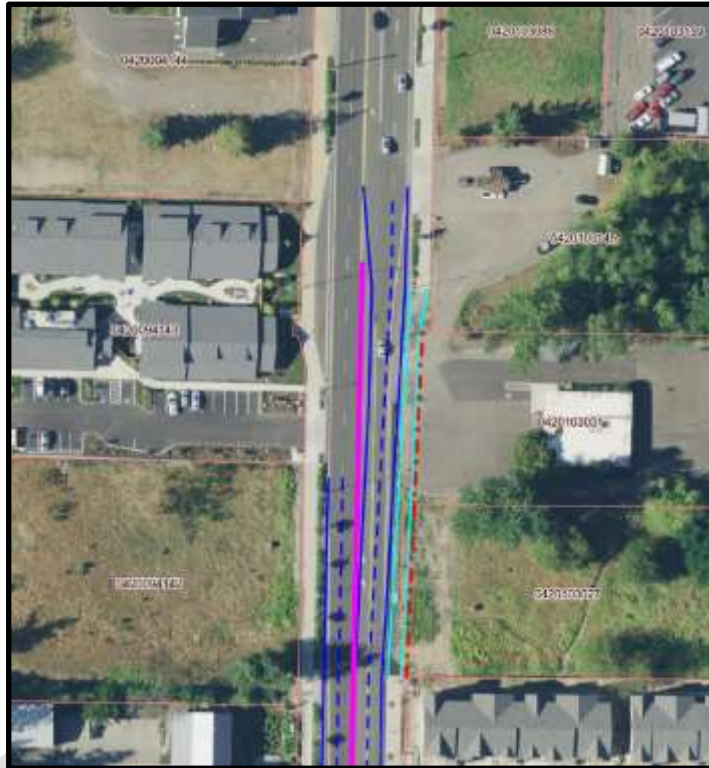
T-8 – Meridian Avenue East Preliminary Design (TIP No. 2)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan**Transportation Element****Project S-1**

Project Description: As described in the current Comprehensive Plan, this project will be a “Complete corridor study and preliminary design of 3-lane cross-section and supporting intersection treatments” between 24th Street East and 36th Street East. However, the current regional transportation plan indicates WSDOT is planning to extend the 5-lane cross-section from its current terminus at 24th to 36th within the next 7 to 10 years. The City is interested in coordinating efforts with WSDOT on improving this corridor without duplicating efforts or creating conflicts. Pending grant funding, this project will complete the corridor study in close coordination with WSDOT.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VIII:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: Evaluating AM-peak northbound capacity and PM-peak southbound capacity, coordinating with WSDOT on regional network impacts and local access needs.

Total 6-Year Project Budget: \$480,000

Funding Sources:

- Traffic Impact Fees
- Grant Revenues

Critical Milestones:

- 2019/2020 – Design / Planning

T-8

Meridian Ave E. Preliminary Design (TIP No. 2)

Total Project Budget: \$ 480,000

Phase	6-Year Projected Plan						Projected 6-Year Total Cost
	2019 Projected	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	
Project Expenditures:							
Design	\$ 120,000	\$ 360,000					\$ 480,000
Right of Way							
Construction							\$ -
Total Expenditures	\$ 120,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ 480,000
Revenue Sources:							
Grant Revenue (WSDOT)	\$ 96,000	\$ 288,000					\$ 384,000
Street Fund							\$ -
REET 1 (Gen. Fund Capital)							\$ -
REET 2 (Pub. Works Capital)							\$ -
Traffic Impact Fund	\$ 24,000	\$ 72,000					\$ 96,000
Total Revenues	\$120,000	\$360,000	\$0	\$0	\$0	\$0	\$480,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

T-9 – Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)

Fund:

General Fund

Project Category:

Transportation

Project Description:

Applicable Comprehensive Plan Goals –

-
-

Service Impact:

Total 6-Year Project Budget: \$1,825,000

Funding Sources:

- Real Estate Excise Taxes (REET)
- Traffic Impact Fees

Critical Milestones:

- 20xx - ??

T-9

Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)

Total Project Budget: \$ 1,825,000

Phase	6-Year Projected Plan						Projected 6-Year Total Cost
	2019 Projected	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	
Project Expenditures:							
Design	\$ 225,000	\$ 50,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 355,000
Right of Way							
Construction		\$ 1,150,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 1,470,000
Total Expenditures	\$ 225,000	\$ 1,200,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,825,000
Revenue Sources:							
TIB Grant Revenue	\$ 113,630	\$ 636,370					\$ 750,000
WSDOT Grant Revenue	\$ 16,200	\$ 129,600	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 445,800
Street Fund							\$ -
REET 1 (Gen. Fund Capital)	\$ 50,170	\$ 194,030	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 264,200
REET 2 (Pub. Works Capital)							\$ -
Traffic Impact Fund	\$ 45,000	\$ 240,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 365,000
Total Revenues	\$225,000	\$1,200,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,825,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

T-10 – Meridian Avenue East Interconnect Signalization Project (TIP No. 9)

Fund:

General Fund

Project Category:

Transportation

Project Description:**Applicable Comprehensive Plan Goals –**

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-

Service Impact:

Total 6-Year Project Budget: \$450,000

Funding Sources:

- Real Estate Excise Taxes (REET)
- Traffic Impact Fees

Critical Milestones:

- 20xx - ??

T-10							
Meridian Interconnect Signalization Project (TIP No. 9)							
Total Project Budget: \$ 450,000							
Phase	6-Year Projected Plan						Projected 6-Year Total Cost
	2019 Projected	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	
Project Expenditures:							
Design	\$ 50,000	\$ -					\$ 50,000
Right of Way							
Construction		\$ 400,000					\$ 400,000
Total Expenditures	\$ 50,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 450,000
Revenue Sources:							
TIB Grant Revenue							
Grant Revenue							
Street Fund							\$ -
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							\$ -
Traffic Impact Fund	\$ 50,000	\$ 400,000					\$ 450,000
Total Revenues	\$ 50,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 450,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

DRAFT

Parks

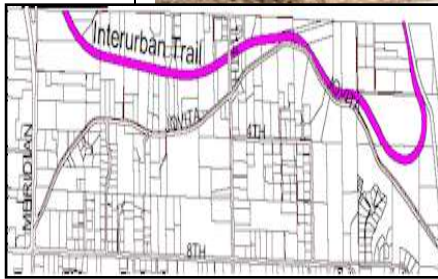
P-1 – Interurban Trail Phase III Design and Construction

Fund:

General Fund

Project Category:

Parks and Recreation



Project Description: Phase III involves the development of the Interurban Trail east of 114th Avenue East to West Valley Highway. This Phase of the Trail will be constructed in segments due to the environmental and geotechnical challenges the location presents. Some of the more challenging elements include steep slopes, Jovita Creek, tussles, a collapsed tunnel and switchbacks to reach the valley floor below.

**Parks, Recreation and Open Space Plan
Project P-1:**

Service Impact: This project is needed to progress toward the level-of-service identified in the Comprehensive Plan.

Total 6-Year Project Budget: \$740,000

Funding Source:

- Park Impact Fee Revenues
- Real Estate Excise Taxes

Critical Milestones:

- 2022—ROW Survey & Certification
- 2022—Design Phase
- 2023—Construction Phase

P-1 Interurban Trail Phase III Design / Construction Total Project Budget: \$740,000							
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Phase III							
Feasibility							
ROW/Environmental							
Design					\$ 140,000		\$ 140,000
Construction						\$ 600,000	\$ 600,000
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 140,000	\$ 600,000	\$ 740,000
Revenue Sources:							
Grant Revenue							
Capital Parks Reserves							
Park Impact Fee					\$ 140,000	\$ 600,000	\$ 740,000
Total Revenues	\$0	\$0	\$0	\$0	\$140,000	\$600,000	\$740,000
General Fund Impacts:							
Trail Maintenance							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

P-2 – Miscellaneous Park Improvements

Fund:

General Fund

Project Category:

Parks and Recreation



Project Description: Miscellaneous improvements will be made to existing parks, including repairs, parking areas, restrooms and shelters.

**Parks, Recreation and Open Space Plan
Project P-9:**

Service Impact: Improvements are necessary to enhance future usability of existing parks.

Total 6-Year Project Budget: \$150,000

Funding Source:

- Parks Capital Funds
- Real Estate Excise Taxes
- Non-Profit Donations

Critical Milestones:

- Annually – Park Needs Evaluated at the Start of Each Year.

P-2 Miscellaneous Park Improvements							
Total Project Budget:		\$173,500					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Land Acquisition							
Masterplan							
Design							
Construction	\$ 25,000	\$ 26,500	\$ 28,000	\$ 29,500	\$ 31,000	\$ 33,500	\$ 173,500
Total Expenditures	\$ 25,000	\$ 26,500	\$ 28,000	\$ 29,500	\$ 31,000	\$ 33,500	\$ 173,500
Revenue Sources:							
RCO Grant Revenue							
Grant Revenue							
Capital Parks Reserves	\$ 25,000	\$ 26,500	\$ 28,000	\$ 29,500	\$ 31,000	\$ 33,500	\$ 173,500
Park Impact Fee							
REET1							
Total Revenues	\$25,000	\$26,500	\$28,000	\$29,500	\$31,000	\$33,500	\$173,500
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

P-3 – Edgewood Multi-Modal Trail Loop (8th Street East / 122nd Avenue East / 24th Street East)

Fund:

General Fund

Project Category:

Parks and Facilities



Project Description: The City of Edgewood is very fortunate to maintain a large parcel of property that City Hall is currently located at. The parcel consists of approximately 7.6 acres, which includes City Hall and a historic barn that serves as a storage facility for the City's Public Works Department. As this parcel sits in the center of the Edgewood's identified Towncenter Corridor, this property is an ideal location for civic related activities including open space, both public and private partnerships and other amenities. The intent of this project is to provide adequate infrastructure in order to support a trailhead for the multimodal trail loop envisioned in the City's adopted PROS's Plan.

**Parks, Recreation and Open Space Plan
Project P-4:**

Service Impact: Trails have been identified as a City resource in need of future development in order to meet the goals identified within the Cities adopted Comprehensive Plan. This site currently houses City Hall and is of significant importance as a civic center in the development of the cities planned downtown area and is ideal as a trailhead for the planned multi modal loop.

Total 6-Year Project Budget: \$1,700,000

Funding Source:

- Parks Capital Funds

Critical Milestones:

- 2016 – Towncenter Market Analysis Completed.
- 2020 - Complete Site/Trail Master Plan, develop partnerships.
- 2021/2022 Land/Right of Way Acquisition.
- 2023 – Construction.

P-3 Edgewood Multi-Modal Trail Loop (8th, 122nd, 24th) Total Project Budget: \$1,700,000							
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Master Plan							
Design					\$ 200,000		\$ 200,000
Construction						\$ 1,500,000	\$ 1,500,000
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,500,000	\$ 1,700,000
Revenue Sources:							
REET 1 (Gen. Fund Capital)						\$ 345,000	\$ 345,000
REET 2 (Pub. Works Capital)					\$ 150,000	\$ 350,000	\$ 500,000
Grant Revenue					\$ 50,000	\$ 750,000	\$ 800,000
Street Fund							\$ -
Park Impact Fee							
Total Revenues	\$0	\$0	\$0	\$0	\$200,000	\$1,445,000	\$1,645,000
General Fund Impacts:						\$ 55,000	\$ 55,000
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

P-4 – Nelson Farm - Farmhouse Remodel

Fund:

General Fund

Project Category:

Parks and Recreation



Project Description: The farmhouse located at the Nelson Farm Park is currently not being used for any purposes. The 1,300 square foot house was built in 1920 and remodeled in 1952.

This project includes updating the plumbing and electrical systems and modifying the entrance and restroom for ADA accessibility at the farmhouse. Reroofing the garage and adding a parking area are also included in the project scope. The farmhouse will be used as meeting space for park related groups and/or projects and also as an information center for future activities at the Nelson Farm Park.

**Parks, Recreation and Open Space Plan
Project P-10:**

Service Impact: Redevelopment should meet the changing needs in the community and promote safety and accessibility as primary considerations.

Total 6-Year Project Budget: \$55,000

Funding Source:

- Capital Parks Funds
- Grant Revenue
- Non-Profit Donations

Critical Milestones:

- 2021 – Remodel Work

P-4 Nelson Farm - Farmhouse Remodel Total Project Budget: \$55,000							
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Master Plan							\$ -
Design							\$ -
Construction			\$ 55,000				\$ 55,000
Total Expenditures	\$ -	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ 55,000
Revenue Sources:							
Grant Revenue							
RCO Grant Revenue							
Park Impact Fee			\$ 55,000				\$ 55,000
Total Revenues	\$0	\$0	\$55,000	\$0	\$0	\$0	\$55,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

P-5 – 36th and Meridian Park – First Phase

Fund:

General Fund

Project Category:

Parks and Recreation



Project Description: This project involves development of 18 acres purchased from the Puyallup School District in December 2004.

The 36th and Meridian Park Adhoc Committee was formed in early 2007 and with the help of a landscape architect, a Master Plan of the 18-acre park facility was presented to the Council and citizens of Edgewood. Design work for the project began in 2015 and a 30% plan developed as part of the submittal package for two RCO grants in June of 2016. The current design includes a shelter, dog park, parking lot, play equipment and picnicking facilities.

**Parks, Recreation and Open Space Plan
Project P-3:**

Service Impact: This project is needed to progress toward the parks level-of-service identified in the Comprehensive Plan.

Total 6-Year Project Budget: \$3,950,000

Funding Source:

- Recreation and Conservation Office Grants
- Park Impact Fees
- Real Estate Excise Tax

Critical Milestones:

- 2006—Hired Landscape Architect to begin Master Plan
- 2007—Master Plan completed
- 2018/19—Design
- 2020—Construction

P-5 36th and Meridian Park - First Phase Total Project Budget: \$3,050,000							
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Design	\$ 250,000						\$ 250,000
Construction		\$ 2,800,000					\$ 2,800,000
Total Expenditures	\$ 250,000	\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ 3,050,000
Revenue Sources:							
Park Impact Fee	\$ 250,000	\$ 1,800,000					\$ 2,050,000
Capital Parks Reserves							\$ -
RCO Grant Revenue		\$ 1,000,000					\$ 1,000,000
Total Revenues	\$250,000	\$2,800,000	\$0	\$0	\$0	\$0	\$3,050,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

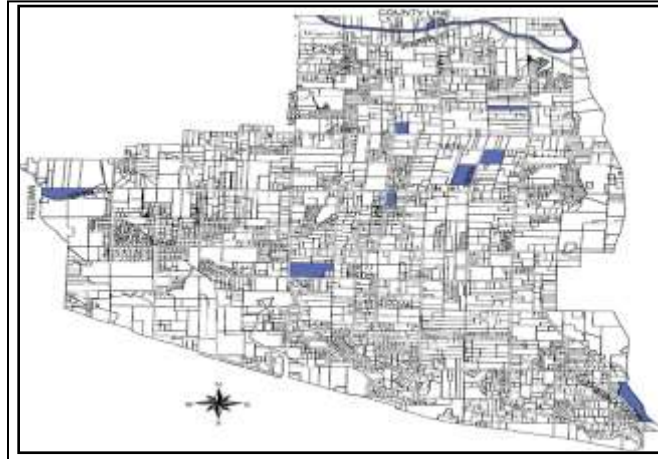
P-6 – Citywide Park Land Acquisition

Fund:

General Fund

Project Category:

Parks and Recreation



Project Description: The intent of this project is to plan for the acquisition and preservation of land for future parks and recreational uses in advance of development in an effort to ensure affordable land prices and a choice of sites.

Property owners in Edgewood are encouraged to donate or sell property at a reduced rate to be used for future parks and open space. Land Acquisition identified in the CIP provides funds for future purchases. It is estimated that approximately 5 acres of active park land can be purchased for \$300,000. The source of funding for this program is Park Impact Fees or General Fund resources.

**Parks, Recreation and Open Space Plan
Project P-11:**

Service Impact: This project is needed to progress toward the level-of-service identified in the Comprehensive Plan.

Total 6-Year Project Budget: \$60,000

Funding Source:

- Park Impact Fees
- Capital Park Funds
- Conservation District Funds

Critical Milestones:

- Annual Planning of Land Acquisition Opportunities

P-6

Land Acquisition

Total Project Budget: \$840,000

Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Design/Site Work							
Improvements	\$ 590,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 840,000
Total Expenditures	\$ 590,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 840,000
Revenue Sources:							
Conservation Futures	\$ 490,000						\$ 490,000
Grant Revenue							
Surface Water Fees	\$ -						\$ -
Park Impact Fee							
REET 2 (Pub. Works Capital)	\$ 100,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 350,000
Capital Parks Reserves							
Total Revenues	\$590,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$840,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

P-7 – Edgemont Park Improvements

Fund:

General Fund

Project Category:

Parks and Recreation

Project Description:**Applicable Comprehensive Plan Goals –**

-
-

Service Impact:

Total 6-Year Project Budget: \$250,000

Funding Sources:

- Park Impact Fees

Critical Milestones:

- 20xx - ??

P-8 – Mortenson Farm Passive Recreation Trail

Fund:

General Fund

Project Category:

Parks and Recreation

Project Description:**Applicable Comprehensive Plan Goals –**

-
-

Service Impact:

Total 6-Year Project Budget: \$280,000

Funding Sources:

- Park Impact Fees

Critical Milestones:

- 20xx - ??

P-9 – Wolf Point Passive Recreation Trail

Fund:

General Fund

Project Category:

Parks and Recreation

Project Description:**Applicable Comprehensive Plan Goals –**

-
-

Service Impact:

Total 6-Year Project Budget: \$420,000

Funding Sources:

- Park Impact Fees

Critical Milestones:

- 20xx - ??

Sanitary Sewer

SS-1 – General Sewer Plan Update (Sanitary Sewer Comprehensive Plan)

Fund:
Sewer Fund

Project Category:
Sanitary Sewer



Project Description:

The General Sewer Plan was adopted by Council in 2007 and construction was completed for a large portion of the Phase I Sewer System through LID No. 1 in 2011.

This project will update the General Sewer Plan to reflect the actual project that was constructed and plan for future expansion of Phase II and Phase III.

General Sewer Plan (2004 and Updated in 2007)

Service Impact: Future development in the City is limited by the lack of wastewater facilities.

Total 6-Year Project Budget: \$150,000

Funding Source:

- Capital Sewer Funds
- Sewer User Fees

Critical Milestones:

- 2018 Plan Update

SS-1 General Sewer Plan Update							
Total Project Budget:		\$150,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Plan Update	\$ 150,000						\$ 150,000
Total Expenditures	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Revenue Sources:							
Grant Revenue							-
REET 1 (Gen. Fund Capital)	\$ 125,000						\$ 125,000
REET 2 (Pub. Works Capital)	\$ 25,000						\$ 25,000
Sewer Fees	\$ -						\$ -
Total Revenues	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SS-2 – Wetland Mitigation - Northwood Elementary School Mitigation Site (LID No. 1)

Fund:

Sewer Fund

Project Category:

Sewer



Project Description:

Original Meridian Avenue Sewer LID #1 project included the placement of a sewer line through a wetland buffer on the historic Interurban railroad bed. As a result of the line placement, some unavoidable impacts to wetland buffers occurred. A portion of the Interurban trail bed will remain as an access road for pump station #1 and will result in a total permanent impact of 7,892 square feet of bugger. This will be mitigated through buffer averaging (6,916 square feet), as well as enhancing 6,916 square feet of added area.

Comprehensive Plan: N/A, project is a component of the original LUD completed by the City of Edgewood

Service Impact: Project was a result of impacts associated with the original construction of the Sewer system. Mitigation is required in order to compensate for project impacts on an existing wetland buffer along the historic Interurban railroad bed.

Total 6-Year Project Budget: \$55,000

Funding Source:

- Capital Sewer Funds

Critical Milestones:

- 2015/2016 – Site Design and Permitting
- 2018 - Construction

SS-2 Wetland Mitigation - Northwood Elementary (LID No. 1) Total Project Budget: \$55,000							
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Design							\$ -
Construction	\$ 55,000						\$ 55,000
Total Expenditures	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Revenue Sources:							
Developer Fees							\$ -
Grant Revenue							\$ -
LID Costs							\$ -
Sewer Fees	\$ 55,000						\$ 55,000
Total Revenues	\$55,000	\$0	\$0	\$0	\$0	\$0	\$55,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

DRAFT

Public Facilities

PF-1 – City Hall Information Technology (IT) / Security Upgrades

Fund:

General Fund

Project Category:

Capital / Public Facilities

Applicable Comprehensive Plan Goals –

-
-

Service Impact:

Total 6-Year Project Budget: \$100,000

Funding Sources:

- General Fund

Critical Milestones:

- 20xx - ??

Project Description:

DRAFT

PF-1 City Hall IT/Security Upgrades							
Total Project Budget:		\$100,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Design							\$ -
Construction	\$ 100,000						\$ 100,000
Total Expenditures	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Revenue Sources:							
Developer Fees							-
Grant Revenue							-
REET 1 (Gen. Fund Capital)	\$ 100,000						\$ 100,000
REET 2 (Pub. Works Capital)							\$ -
Total Revenues	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PF-2 – City Hall Tenant Improvements

Fund:

General Fund

Project Category:

Capital / Public Facilities

Applicable Comprehensive Plan Goals –

-
-

Service Impact:

Total 6-Year Project Budget: \$25,000

Funding Sources:

- General Fund

Critical Milestones:

- 20xx - ??

Project Description:

DRAFT

PF-2 City Hall Tenant Improvements							
Total Project Budget:		\$25,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Design							\$ -
Construction	\$ 25,000						\$ 25,000
Total Expenditures	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Revenue Sources:							
Developer Fees							-
Grant Revenue							-
REET 1 (Gen. Fund Capital)	\$ 25,000						\$ 25,000
REET 2 (Pub. Works Capital)							\$ -
Total Revenues	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PF-3 – Public Works Service Yard

Fund:

General Fund

Project Category:

Capital / Public Facilities

Project Description:**Applicable Comprehensive Plan Goals –**

-
-

Service Impact:

Total 6-Year Project Budget: \$455,000

Funding Sources:

- General Fund

Critical Milestones:

- 20xx - ??

PF-3 Public Works Service Yard							
Total Project Budget:		\$455,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2019	2020	2021	2022	2023	2024	
Project Expenditures:							
Design			\$ 40,000				\$ 40,000
Construction	\$ 15,000			\$ 400,000			\$ 415,000
Total Expenditures	\$ 15,000	\$ -	\$ 40,000	\$ 400,000	\$ -	\$ -	\$ 455,000
Revenue Sources:							
Developer Fees							-
Grant Revenue							-
REET 1 (Gen. Fund Capital)				\$ 50,000			\$ 50,000
REET 2 (Pub. Works Capital)	\$ 15,000		\$ 40,000	\$ 350,000			\$ 405,000
Total Revenues	\$15,000	\$0	\$40,000	\$400,000	\$0	\$0	\$455,000
General Fund Impacts:							
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: First Amendment to Agreement with Herrera for the finalization of the Comprehensive Surface Water Management Plan Update		Agenda Item #: 2C	
		For Agenda of: October 2, 2018	
		Prepared by: Carol Morris and Jeremy Metzler	
ATTACHMENTS (list): ☒ DRAFT Resolution 18-0xxx ☒ First Amendment to Professional Services Agreement - Herrera ☒ Exhibit A – Revised Scope of Work ☒ Exhibit B – Revised Cost Estimate			
Approval of Materials:			
Mayor, Daryl Eidinger	☐	Expenditure Required:	\$6,031
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☒	Appropriation Required:	\$6,031
City Clerk, Rachel Pitzel	☐	Timeline: Execute Contract Amendment – 10/9 Revised Draft SWMP to Council – by 12/4	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☒		
Fiscal Note/Consideration: The City and Herrera (FCS Group) entered into the original agreement for the Comprehensive Surface Water Management Plan Update on April 11, 2017, at a cost of \$197,350. After this agreement expired, the parties entered into another agreement to complete the SWMP Update on June 26, 2018 at a cost of \$65,417.02. This First Amendment allows Herrera and FCS Group to perform additional services related to the SWMP Update for a cost of \$6,031.00. The Surface Water Management Plan (SWMP) Update is fully paid for with Surface Water Utility Funds.			
SUMMARY STATEMENT: Staff reviewed the SWMP Update and recommended revisions with City Council, Mt. View – Edgewood Water Company, the public, other regulatory agencies and the Planning Commission over the past several months, soliciting comment, objections, preferences and general stakeholder direction. Based on this review and feedback, Herrera prepared their final draft of the SWMP Update, which was previously provided to Council for consideration. At the September 4, 2018 study session, Council requested revisions to the final draft SWMP, including removal of Underground Injection Control (UIC) capital projects. Staff has since coordinated with Herrera on the scope of revisions requested by Council, including the additional feedback provided by Council at the September 18, 2018 study session. Attached are the revised scope and budget for said work, which require a contract amendment to proceed as Herrera had provided their final draft under the previously agreed scope of work. With regard to work required of the sub-consultant FCS, the System Development Charge (SDC) discussion in their financial analysis must be updated due to the capital project list revision. A new schedule for completion of all tasks appears in Section B of Exhibit A. If Council proceeds with the amendment as proposed, Herrera expects to have the revised draft ready for Council review around the end of November / beginning of December.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Ask staff to bring forward this First Amendment to the Herrera Agreement at the next regular council meeting.			
ALTERNATIVES TO RECOMMENDED ACTION: Forward to a future study session for further discussion.			

RESOLUTION NO. 18-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HERRERA ENVIRONMENTAL CONSULTANTS (HERRERA), IN THE AMOUNT OF \$6,031.00, FOR REVISIONS TO THE FINAL DRAFT AND COMPLETION OF WORK ON THE 2018 SURFACE WATER MANAGEMENT PLAN UPDATE.

WHEREAS, the City's current Surface Water Management Plan (SWMP) was developed and adopted in 1997, and while additional study and updates have been drafted since, there has not been a comprehensive update to the SWMP in over 20 years; and

WHEREAS, the City advertised for qualified consultants to aide City Staff in this task and Herrera Environmental Consultants (Herrera) was selected as the firm most qualified and willing to provide the necessary services; and

WHEREAS, the original Professional Services Agreement was executed with Herrera under Resolution 17-365, which expired December 31, 2018. The City and Herrera entered into a new Professional Services Agreement under Resolution No. 18-0424 to complete all tasks to finalize the SWMP work by Herrera; and

WHEREAS, upon review of the final draft provided by Herrera, the City Council requested additional revisions to the SWMP requiring additional work by Herrera, and;

WHEREAS, the Council's requested revisions necessitates an amendment to the Agreement, in order to address the changes in the scope of work, deadline for completion and cost of completion; and

WHEREAS, the staff has negotiated the attached First Amendment with Herrera for the revisions, and the total cost for Herrera to complete the requested revisions is \$6,031.00;

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

Section 1. The Mayor is hereby authorized to execute a First Amendment to the Agreement for Surface Water Management Plan update, attached hereto as Exhibit A, with Herrera Environmental Consultants, Inc. for an amended contract amount not to exceed \$6,031.00.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 9TH DAY OF OCTOBER, 2018

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEWOOD
AND HERRERA ENVIRONMENTAL CONSULTANTS, INC.**

Section I. Date and Parties.

This document (“First Amendment”), is dated the 25th day of September, 2018, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation (“City”) and Herrera Environmental Consultants, Inc. (“Consultant”). This First Amendment modifies the Professional Services Agreement June 26, 2018, by and between the City and Consultant (the “Agreement”).

Section II. General Recitals.

A. The City and Consultant entered into the Contract for the purposes of allowing the Consultant to continue its work on the 2018 Surface Water Management Plan Update (SWMP Update).

B. According to Section IV of the Agreement, it will expire on October 31, 2018.

C. Since the Consultant submitted its final version of the 2018 SWMP Update, the City Council has held public hearings and study sessions on the subject, and decided that certain key elements needed to be revised or eliminated. Therefore, the Consultant has been requested to perform this additional work required to revise the SWMP Update.

D. The parties have now determined that such an amendment is required as set forth in this First Amendment and its Exhibits.

Section III. Amendments to the Agreement.

A. Section 1. Services by Consultant. Section 1 of the original Agreement is hereby amended by replacing the Exhibit A mentioned in this Section 1 with the Exhibit A attached to this First Amendment, which is incorporated herein by this reference.

B. Section 3. Terms. Section 3 of the original Agreement is hereby amended by replacing the termination date of October 31, 2018 with January 31, 2019.

C. Section 4. Compensation and Hourly Rate. Section 4 of the Agreement is hereby amended to read as follows:

- ☒ **TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed \$6,031.00, including all applicable tax, without written authorization and will be based on billing rates and rates and reimbursable expenses attached hereto as Exhibit B.

The Exhibit B attached to the original Agreement is hereby replaced with the Exhibit B attached to this First Amendment, which is incorporated herein by reference.

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

DATED: This 9th day of October, 2018.

CITY OF EDGEWOOD

CONSULTANT

By: _____

By: _____

Its: Mayor, Daryl Eiding

Printed Name: _____

Its: _____

Date: October 9, 2018

Date: _____, 2018

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

City Attorney, Carol Morris

Exhibit A - Scope of Work

Revisions to Final City of Edgewood Surface Water Management Plan

Herrera Environmental Consultants (Herrera) has recently submitted a Final Draft of the City of Edgewood Surface Water Management Plan. However, in the final discussions with the City Council some key elements of the plan were recommended for revising or eliminating. This Scope of Work describes the additional work that will be required to revise said final draft of the plan. The budget summary table is included as Exhibit B. The total cost for this contract amendment is \$6,031.

A. Scope of Work

Task 1.0 – Project Management

Revisions to the report are expected to be completed in a two month period. Routine project management activities such as development of progress reports, invoicing and coordination with the City will occur over that time period

Task 2.0 – Revise Stormwater Management Plan

The City has requested that one of the CIP projects be eliminated from the plan and appendices and that one of the CIP projects be redefined and the cost estimate revised and that any focus on UIC wellfields as a solution to pothole flooding be removed or revised. The City has also requested that comments made after the public review period by the Muckleshoot Tribe be addressed in this revision. These changes will require revisions to two appendices and multiple revisions throughout the text. The City will provide a redline copy of the plan with notes for all edits and Herrera will use this redline edition to make all final revisions.

A new ‘final draft’ plan will be developed for approval by the City, and after written approval from the City’s Project Manager, a Final will be prepared and submitted. It is assumed that only minor edits will be required between the final draft and final.

Task 3.0 – Financial Assessment

The financial analysis that is currently included as an appendix to the plan will be finalized without any major modifications other than some changes to the discussion of the Service Development Charge (SDC) that have been previously coordinated with City staff. However, since the capital improvement plan will change as a result of City Council direction, the SDC as currently calculated is no longer defensible. Therefore, under this task a new SDC will be calculated and a cover memorandum will be prepared to describe the reason for revised calculation and the newly calculated SDC.

B. Schedule

The final draft Plan (Task 2) will be prepared within one month of receiving a Notice to Proceed and will include the Final draft financial assessment appendix with the cover memorandum. The final documents will be submitted within two weeks of submittal of all review comments from the City. All work is expected to be completed no later than January 31, 2019.

EXHIBIT B
HERRERA ENVIRONMENTAL CONSULTANTS
Cost Estimate for City of Edgewood Stormwater Management Plan
Herrera Project No. 17-06504-000

Project Name: City of Edgewood Number of Tasks : 3				Task 1.0 Project Management	Task 2.0 Plan Revisions	Task 3.0 Financial revisions	TOTAL
COST SUMMARY							
Labor				\$1,211	\$2,833	\$411	\$4,455
Subconsultants				\$0	\$0	\$1,575	\$1,575
GRAND TOTAL				\$1,211	\$2,833	\$1,986	\$6,031
COST ITEMIZATION							
Labor							
(2015 rates)							
Personnel							
Rate/Hour				Hours	Cost	Hours	Cost
P6	Lenth, John	Vice President	\$212.13		\$0		\$0
P6	Michaud, Joy	Scientist VI	\$205.54	4.5	\$925	7	\$1,439
P5	Webb, Chris	Engineer V	\$197.69		\$0	2	\$411
P5	Hinman, Curtis	Scientist V	\$162.74		\$0		\$0
P4	Dugopolski, Rebecca	Engineer V	\$156.15		\$0		\$0
P4	Fontaine, Matthew	Engineer V	\$148.17		\$0	2	\$296
P4	Schmidt, Jennifer	GIS Analyst IV	\$135.74		\$0		\$0
P4	Gifford, Kristina	Technical Editor	\$135.25		\$0		\$0
P0	Mullen, Meghan	Engineer I	\$87.62		\$0	6	\$526
P3	Saavedra, Robin	Accounting Administr	\$95.40	3	\$286		\$0
A4	Jackowich, Pamela	Administrative Coordi	\$95.40		\$0	6	\$572
SUBTOTAL LABOR (Burdened Labor)				8	\$1,211	21	\$2,833
						2	\$411
							\$4,455
SUBCONSULTANT COSTS				Units	Cost	Units	Cost
Unit							
Cost							
AESI					\$0	0	\$0
FCS					\$0		\$1,500
Fee on Subconsultants @ 5%					\$0		\$75
SUBTOTAL SUBCONSULTANT					\$0		\$1,575
							\$1,575



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Hall Street Vacation -- Townsite of Jovita Discussion related to setting a public hearing on the street vacation		Agenda Item #:		2D
		For Agenda of:		October 2, 2018
		Prepared by:		Carol Morris and Jeremy Metzler
ATTACHMENTS (list): ☒ DRAFT Resolution 18-0xxx ☒ Exhibit A - Map ☒ Exhibit B – Legal Description				
Approval of Materials:				
Mayor, Daryl Eidinger	☐	Expenditure Required:	N/A	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A	
City Attorney, Carol Morris	☒	Appropriation Required:	N/A	
City Clerk, Rachel Pitzel	☐	Timeline: Adopt Resolution – 10/9 Public Hearing – 11/13 Ordinance – 11/27		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☒			
Fiscal Note/Consideration: The petitioners are required to pay all costs relating to the street vacation, including: (1) the provision of public notice; (2) cost of an appraisal to determine the value of the area proposed to be vacated; and (3) compensation to the City for the vacation. See, EMC Section 12.14.030 and 12.14.070.				
SUMMARY STATEMENT: Here is an outline of the street vacation procedure, as described in chapter 12.14 EMC: 1. The owners of property abutting the street submit a petition to the City for the vacation. 2. The City Council establishes a date for a public hearing on the street vacation which shall not be more than 60 days nor less than 20 days after the date of the passage of the Resolution setting the public hearing. 3. Notice is provided to everyone who owns property abutting the street sought to be vacated, notice is provided to the public as set forth in EMC 12.14.030 (and as described in the Resolution). 4. If 50% of the owners of property abutting the street object to the street vacation, the City is prohibited from proceeding with the vacation. 5. The petitioners are required to pay for an appraisal of the street area. EMC 12.14.030. 6. The City staff will provide the Council with a recommendation regarding the street vacation, which will include a discussion of the factors set forth in EMC 12.14.050(A). 7. At the public hearing, the City Council will consider the factors set forth in EMC 12.14.060. In addition, the Council will decide the compensation that the petitioners will be required to pay the City for the vacated area, as set forth in EMC 12.14.070. 8. If the Council decides to vacate the street, the Council will adopt a street vacation ordinance, which may provide that the City will retain an easement in the vacated area for the construction, repair and maintenance of public utilities and services. 9. A certified copy of the ordinance is sent to the County Auditor. 10. The County Auditor places the vacated area back on the tax rolls. 11. The City does not determine how much property each abutting property will receive in the vacated area. The City's adoption of the ordinance removes the public easement for travel and street purposes on the vacated area.				

The City has received a petition from adjacent landowners Brian and Faith Hall, Mariya Chmyr and Paige Ropac (the "Hall Vacation Petition") to vacate public right-of-way, as dedicated to the public in the Plat of Jovita in 1909.

As received, the petition meets the requirements of EMC 12.14.010, and the matter is now being placed on the Council Agenda in accordance with EMC 12.14.010(D) which reads: *"The City Council shall adopt a Resolution fixing a time for a public hearing, when the petition will be considered by the Council in a public hearing, as described in Section 12.14.060."*

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A

RECOMMENDED ACTION: Consider the attached resolution for adoption at the next regular council meeting.

ALTERNATIVES TO RECOMMENDED ACTION: None. The City Council is required by law to set a date for the public hearing on a street vacation petition.

RESOLUTION NO. 18-0xxx

A RESOLUTION OF THE CITY OF EDGEWOOD, WASHINGTON, SCHEDULING A PUBLIC HEARING FOR NOVEMBER 13, 2018, FOR THE CITY COUNCIL TO CONSIDER THE PETITION FROM BRIAN T. & FAITH D. HALL, MARIYA CHMYR, AND PAIGE A. ROPAC (THE “HALL STREET VACATION PETITION”) FOR THE VACATION OF A PORTION OF WYOMING AVENUE (115th AVENUE EAST) AND 1st STREET (1st STREET EAST) IN EDGEWOOD, LOCATED AT THE TOWNSITE OF JOVITA, RECORDED IN VOLUME 10 OF PLATS, PAGE 35 IN PIERCE COUNTY, WASHINGTON.

WHEREAS, on July 18, 2018, Brian T. & Faith D. Hall, Mariya Chmyr, and Paige A. Ropac filed a petition for vacation of a portion of Wyoming Avenue (115th Avenue East) And 1st Street (1st Street East) (the “Hall Street Vacation Petition”) as shown on the attached Exhibit A (map) and Exhibit B (legal description); and

WHEREAS, chapter 35.79 RCW and Edgewood Municipal Code (EMC) Section 12.14.060 require a public hearing on a street vacation petition; and

WHEREAS, pursuant to EMC Section 12.14.010(D), the City must provide notice of the date and time when the City Council will hear such petition and decide whether to vacate the street area; and

WHEREAS, pursuant to EMC 12.14.010(D), the date for the public hearing on a street vacation petition shall not be more than 60 days nor less than 20 days after the passage of this Resolution;

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

Section 1. The City Council sets November 13, 2018 at approximately 7:00 P.M. at Edgewood City Hall, 2224 104th Avenue East, Edgewood, WA 98372, for a public hearing on a street vacation petition filed by Brian T. & Faith D. Hall, Mariya Chmyr, and Paige A. Ropac for a portion of Wyoming Avenue (115th Avenue East) and 1st Street (1st Street East), (the “Hall Street Vacation Petition”), all as required by chapter 12.14 EMC. This public hearing date is not more than 60 days nor less than 20 days after the passage of this Resolution.

Section 2. After passage, the City Clerk shall provide notice of this Resolution as follows:

- A. The City Clerk shall post written notice in three of the most public places in the City (City Hall electronic reader board, City Hall notice board and the City’s website),

so that 20 days' advance notice of the public hearing is provided.

- B. A written notice of this public hearing with the language set forth above shall be posted in a conspicuous place on the street area sought to be vacated.
- C. Mailed notice shall be sent to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon the street sought to be vacated, as these property owners are identified and their addresses shown on the rolls of the County Treasurer.

Section 3. The content of the notice provided by the City Clerk shall include:

- A. a statement that a petition has been filed to vacate the street (or portions thereof);
- B. a description of the street (or portions thereof) to be vacated;
- C. identification of the petitioners;
- D. a statement of the time and place fixed for the hearing of the petition;
- E. a statement that public testimony is allowed at the hearing and that anyone objecting to the proposed vacation should attend the public hearing or submit written testimony to the City Council indicating his or her objection prior to the hearing;
- F. a statement that the vacation and hearing will proceed in the manner described in this Chapter 12.14 EMC; and
- G. a statement that the area proposed for vacation is currently designated as public access.

Section 4. This Resolution shall take effect and be in full force upon passage and signatures hereon.

CITY OF EDGEWOOD

Daryl Eiding, MAYOR

ATTEST/AUTHENTICATED:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

35

For reference only, not for re-sale.

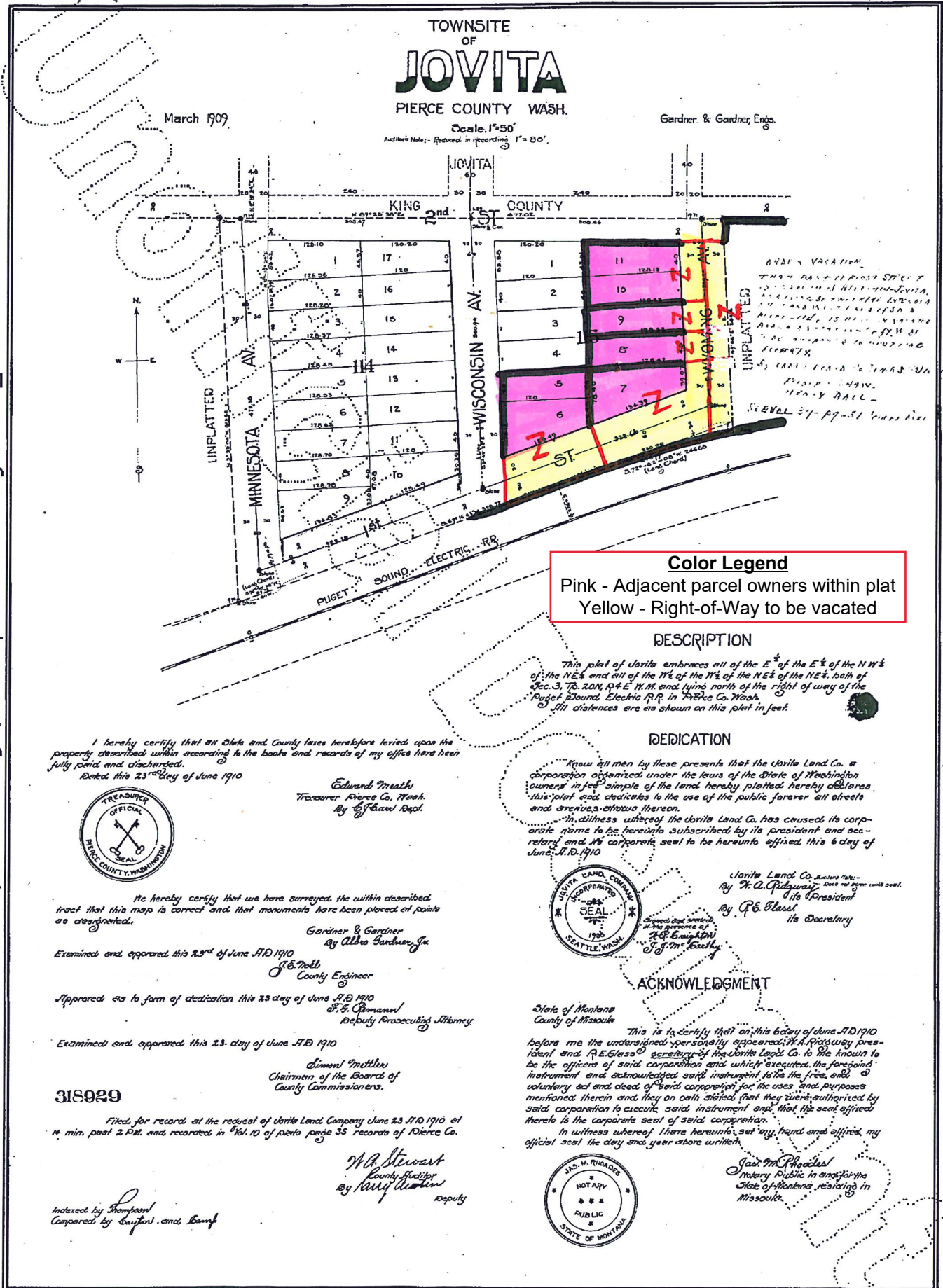


EXHIBIT 'B'

Wyoming Ave and 1st Street Right-of-Way Vacation

That portion of Wyoming Avenue (also known as 115th Avenue East or 14th Street Northeast) and 1st Street (also known as 72nd Avenue Northeast or 1st Street East) lying South of the Easterly extension of the Northerly line of Lot 11, Block 113 and lying East of the Southerly extension of the Westerly line of Lot 6, Block 113, TOWNSITE OF JOVITA, according to the plat thereof, recorded in Volume 10 of Plats, Page 35, in Pierce County, Washington.

Contains: Approximately 31,648 Square Feet, more or less.





City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Traffic Cameras -- contract with ATS (Verra Mobility) for the installation of a traffic camera system to ticket violators of traffic laws.		Agenda Item #:	2E
		For Agenda of:	October 2, 2018
		Prepared by:	Carol Morris
ATTACHMENTS (list): ☒ DRAFT Resolution 18-0xxx ☒ City Attorney Employment Agreement with attachment (Position Description)			
Approval of Materials:			
Mayor, Daryl Eidinger	☐	Expenditure Required:	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☒	Appropriation Required:	
City Clerk, Rachel Pitzel	☐	Timeline: none	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: For one camera, the cost is \$4,750 per month, but see the Cost Neutrality Clause in Section 5.3 on page 5. The contract is designed to be revenue neutral at worst. The City anticipates the cameras will produce some level of consistent revenue flow, yet to be determined, which by ordinance is “earmarked” for law enforcement expenditures.			
SUMMARY STATEMENT: ATS, which is doing business as Verra Mobility, has worked with the City to determine the proper placement of a traffic camera, which will take pictures of traffic code violators at a specific location, send out tickets to the violators and process penalty payments. The attached contract describes the terms and conditions of this traffic camera system. The contract ends on December 31, 2023 and can be annually renewed. As provided in Section 16, if the City terminates the contract without cause before December 31, 2023, the City is required to pay ATS an “early termination fee” of \$120,000, according to the amortization schedule. The City will not be required to pay this early termination fee if the law allowing traffic cameras changes, for “external causes” or if the City terminates the contract after December 31, 2023 after an annual renewal.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Discuss at study session.			
ALTERNATIVES TO RECOMMENDED ACTION: Forward to a future study session for further discussion.			

RESOLUTION NO. 18-0xxx

A RESOLUTION OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO TRAFFIC CODE ENFORCEMENT, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS (ATS), dba AS VERRA MOBILITY, FOR THE INSTALLATION OF A TRAFFIC CAMERA TO PERFORM TRAFFIC CODE ENFORCEMENT ACTIVITIES, AS ALLOWED BY AND CONSISTENT WITH CHAPTER 10.25 OF THE EDGEWOOD MUNICIPAL CODE.

WHEREAS, RCW 46.63.170 authorizes the use of automated traffic safety cameras for red light enforcement, railroad crossing and school speed zones; and

WHEREAS, the safety of school children and other pedestrians is of paramount concern for the City Council; and

WHEREAS, automated school speed zone safety cameras have been shown to reduce speeds and increase safety of school children and pedestrians; and

WHEREAS, the Police Chief and other City staff have worked to prepare an analysis of at least one location where school zone safety cameras could be located to achieve these safety goals;

WHEREAS, after following the requisite procedures for selection of a vendor to perform the traffic safety system activities, the City chose ATS, dba as Verra Mobility; and

WHEREAS, the parties have agreed to enter into the professional services agreement attached hereto as Exhibit A, to implement the City's traffic camera system;

WHEREAS, the City Council considered this agreement during its regular City Council meeting of October 9, 2018;

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

Section 1. The City Council hereby authorizes the Mayor to sign the Professional Services Agreement with American Traffic Solutions ("ATS"), dba Verra Mobility, attached hereto as Exhibit A and incorporated herein by this reference, under the terms and conditions set forth therein.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

CITY OF EDGEWOOD

Daryl Eiding, MAYOR

ATTEST/AUTHENTICATED:

Rachel Pitzel, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement includes the attached Exhibits ("Agreement") and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), a corporation organized in the State of Kansas with its principal place of business at 1150 N. Alma School Road, Mesa, AZ 85201, and the City of Edgewood, Washington, a municipal corporation of the state of Washington ("City"), with principal offices at 2224 104th Avenue East, Edgewood, WA 98372 (Verra Mobility and City individually, a "Party", and collectively, the "Parties"). This Agreement sets forth the terms, conditions and obligations of the Parties.

WITNESSETH:

WHEREAS, the City desires to implement and operate a traffic safety camera system pursuant to the Revised Code of Washington (RCW) 46.63.170; and

WHEREAS, Verra Mobility has the exclusive knowledge, possession and ownership of certain equipment and has licenses, and back-office processes through an automated web-based Citation processing system (collectively referred to as the "AxisTM System" or "Axis") currently used by other cities in Pierce County and the state of Washington; and

WHEREAS, the City finds Verra Mobility is qualified to perform and is experienced in providing the required services; and

WHEREAS, the City desires to engage Verra Mobility to provide traffic safety camera services, also known as photo enforcement services under the terms and conditions set forth herein; and

NOW, THEREFORE, the Parties herein do mutually agree as follows:

The attached Exhibits include:

EXHIBIT A.....SERVICE FEE SCHEDULE
EXHIBIT B.....SCOPE OF WORK
EXHIBIT C.....CAMERA LOCATIONS
EXHIBIT D.....FORM NOTICE TO PROCEED
EXHIBIT E.....DMV SERVICES SUBSCRIBER AUTHORIZATION

By signing below, the Parties agree to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between the Parties relating to the matters referenced herein and replaces any prior oral or written representations or communications between the Parties. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met.

[SIGNATURE PAGE ON FOLLOWING PAGE]

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF EDGEWOOD, WASHINGTON

By:  9/26/18
Elizabeth Caracciolo
EVP/GM
Government Solutions

By: _____
Name/Title Date

ATTEST:

By: _____
Name/Title Date

APPROVED AS TO FORM:

By: _____
Name/Title Date

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I. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

1. **"Approach"**: One (1) direction of travel on a road, including up to four (4) contiguous lanes.
2. **"Business Hours"**: Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.
3. **"Business Rules"**: The Business Rules Questionnaire to be completed by City and delivered by City to Verra Mobility setting forth the business rules for the implementation and operation of the Program.
4. **"Camera System" or "Camera"**: A photo-traffic monitoring device consisting of one (1) rear camera, strobe, a traffic monitoring device (including the wiring associated with each) capable of accurately detecting a traffic infraction on up to four (4) contiguous lanes which records such data with one (1) or more images of such vehicle. **"Camera System"** shall, where the context requires, also include any enclosure or cabinet, wiring, and related appurtenances in which the equipment is stationed.
5. **"Change Order Notice"**: Written notice from the City requesting changes to the work required to be performed or the addition of products or services to those required to the terms of this Agreement, setting forth in reasonable detail the proposed changes.
6. **"Change Order Proposal"**: A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by City in a Change Order Notice.
7. **"Citation"**: A citation, notice of violation, notice of infraction or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in Axisis.
8. **"Designated Safety Zone"**: A designated safety zone in which a Camera System may be installed or deployed.
9. **"Event"**: An image captured of a potential Violation.
10. **"Fees"**: The amount payable by City to Verra Mobility for equipment, services, and maintenance as set forth in EXHIBIT A.
11. **"Fixed Site School Zone Speed Safety Camera System"**: A Camera System installed in a Designated Safety Zone.
12. **"Notice to Proceed"**: Written confirmation from City that Verra Mobility may proceed with the installation of a given Camera System, a form of which is attached as EXHIBIT D.
13. **"Owner"**: The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.
14. **"Person" or "Persons"**: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
15. **"System"**: A Camera System and the related Infrastructure.
16. **"Violation"**: A failure to obey an applicable traffic law or regulation, including, without limitation, failure to obey a traffic signal, or operation of a motor vehicle in excess of the posted speed limit.

II. GENERAL TERMS AND CONDITIONS

1. **VERRA MOBILITY AGREES TO PROVIDE:**

The scope of work identified in EXHIBIT B, Section 1.

2. **CITY AGREES TO PROVIDE:**

The scope of work identified in EXHIBIT B, Section 2.

3. **TERM:**

This Agreement shall commence upon the Effective Date, which is the date of execution by the last signatory to this signature page.

This Agreement shall continue for an initial term ending on December 31, 2023. Either party may terminate this Agreement as provided in Section 16.

This Agreement will automatically extend for consecutive one year terms, unless the City provides Verra Mobility with written notice of its intent to terminate within one-hundred twenty (120) days prior to December 31, 2023, or one-hundred twenty (120) days prior to December 31st of the current one year extension term.

4. **ASSIGNMENT:**

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of City.

5. **FEES AND PAYMENT:**

City shall pay for all equipment, services and maintenance based on the fee schedule indicated in the EXHIBIT A, Service Fee Schedule 1. Payment shall only be made for services performed, after acceptance and authorization by the City.

5.1 City shall pay all Fees due Verra Mobility based upon invoices for services performed in the preceding month within thirty (30) days after the City's receipt of a properly completed invoice and the City's acceptance of the services. Payment periods shall be computed from the date of the acceptance by the City of completion of all services, or the date of receipt of a corrected invoice, whichever date is later. Late payments are subject to interest calculated at 1.5% per month on open balances. If City is more than sixty (60) days past due on payments to Verra Mobility, Verra Mobility may, in its sole discretion, exercise any remedies pursuant to Section (14) of this Agreement for non-payment of Fees by City.

5.2 Invoices shall be in standard Verra Mobility format and show services performed, with corresponding itemized costs. Itemized costs will be the flat monthly fee per Camera System per month, plus any fees for additional notices.

Verra Mobility's Fees will be fixed for the first five (5) year term of the Agreement; thereafter, unit prices will increase at the beginning of each one year renewal term by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group. This section shall only apply to the fee per Camera per month and not to any other fees.

5.3 Cost Neutrality Clause. During the initial and all renewed terms of the Agreement, the City shall not be required to pay Verra Mobility more than the City has collected/received in revenue through the use of the Axis System cumulatively throughout the term of the contract and all renewals. For the purposes of this clause, the term "revenue" applies to that portion of fines

actually received by the City ("revenue") according to the distribution method applicable under State law or by court contract. This clause will be applied as follows:

Where revenue for the program during any month, as defined herein, is less than the full amount of Verra Mobility invoices, Verra Mobility shall be entitled to payment in the full amount of revenue. Verra Mobility will maintain an accounting of any net balances owed to Verra Mobility and shall apply future revenue received by the City first to the accrued balance and then to the current month's invoice.

Example: If during October, November and December, revenue received is \$2,000 per month and Verra Mobility invoice is \$4,750 per month, the City will only pay \$2,000 for each month. However, if in January revenue is \$8,000, the City will pay Verra Mobility the full \$8,000, which would then still leave a balance owing of \$5,000 (\$4,750 January fee plus \$250 balance owing). In February the City received \$10,000 in revenue, Verra Mobility would receive \$9,750 and City would retain \$250. Additionally, the \$250 surplus would be available for payment in a future month in which revenue is less than the amount invoiced. The running reconciliation shall be for the term of the Agreement, which shall be documented by a monthly invoice showing to date deficits or surplus amounts.

All records and accounts pertaining to this Agreement shall be kept available for inspection by representatives of the City for a period of three years after final payment. Copies shall be made available to the City upon request and without cost.

If, during the course of this Agreement, the work performed does not meet the requirements set forth in this Agreement, Verra Mobility shall correct or modify the work to comply with the Agreement requirements and the City shall have the right to withhold payment for such work until it meets the requirements of this Agreement.

Invoices shall show the fee per Camera per month and the fee for additional notices, if any, as described in Exhibit A of this Agreement. Only designated City staff may sign and issue a Notice to Proceed or request additional notices.

6. SITE SELECTION ANALYSIS:

Prior to installing any System, Verra Mobility may conduct a statistical analysis of each road or Approach being considered for a System or Systems ("Site Selection Analysis") to assist City in determining which road or Approaches will be the most beneficial to City in pursuit of its traffic safety and enforcement goals. For any road or Approach recommended by City, Verra Mobility may deploy or install a System if a constructability analysis concludes a deployment or an installation is feasible. Verra Mobility makes no representations or warranties that any Violation rate estimates will be predictive of actual future traffic Violation rates.

7. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from City for information obtained by Verra Mobility through operation of the Axis™ System. Verra Mobility reserves the right to assess a fee for such services. Verra Mobility will not be under any obligation to provide information directly to non-City requesting parties. Should Verra Mobility choose to respond to non-City requesting parties, Verra Mobility and City shall work collaboratively in a good faith effort to provide requested information in a timely manner, which good faith effort may include, but not be limited to, City's review and prior approval of Verra Mobility disclosing information.

8. CONFIDENTIAL INFORMATION:

No information given by Verra Mobility to City will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If the City receives a public records request for a record that Verra Mobility has marked as "Confidential" information, the City may promptly notify Verra Mobility of the request. The City may

postpone disclosing these records for ten business days after it has sent the notification to Verra Mobility, in order to allow Verra Mobility to take action under chapter 42.56 RCW or other applicable laws to enjoin disclosure. It is Verra Mobility's discretionary decision whether to file the lawsuit to enjoin disclosure. If the City has notified Verra Mobility of a public records request, and Verra Mobility has not obtained an injunction to withhold disclosure by the close of business on the tenth business day after the City sends notice, the City may then disclose the record. The City has no other obligations concerning records Verra Mobility has marked as "proprietary" or "confidential" under this Agreement. The City has no obligation to claim any exemption from disclosure and the City is not obligated or liable to Verra Mobility for any records that the City releases in compliance with this Section or in compliance with the order of a court of competent jurisdiction.

9. OWNERSHIP OF SYSTEM:

Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and the Axis™ System provided for use by the City under the terms and conditions of this Agreement. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants City a non-exclusive, non-transferable license to use the Axis™ System.

10. SAFETY AND WARRANTY:

- 10.1 Verra Mobility shall take all necessary precautions for the safety of employees and the general public on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Verra Mobility shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of the workers and the public and shall post danger signs warning against known or unusual hazards during installation of the Camera System.
- 10.2 Verra Mobility warrants that all materials, equipment and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the City shall not alter or affect the obligations of Verra Mobility or the rights of the City. Verra Mobility shall be responsible for correcting any deficiencies and for completing the work as described in Exhibit B. Verra Mobility and City shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axis equipment which affect this Agreement.
- 10.3 For a period of five (5) years from the Effective Date of this Agreement, Verra Mobility warrants that the system will perform in accordance with the specifications and requirements contained in this Agreement. Verra Mobility warrants to the City that the deliverables will perform in accordance with the description of the functions and capabilities as described in Exhibit B, provided that the deliverables are properly used in accordance with Verra Mobility's instructions.

11. INDEMNIFICATION:

- 11.1 Indemnification by Verra Mobility. Subject to Section 11.3, Verra Mobility agrees to indemnify and defend City and its officials, officers, directors, employees, agents, representatives and successors (individually a "City Party" and collectively, the "City Parties") against all claims, liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any City Party arising out of or related to the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the negligence of Verra Mobility, or Verra Mobility's violation of any law, ordinance or regulation, except for damages resulting from the negligence of the City. Each Party waives, with respect to the other Party only, any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The Parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.
- 11.2 Indemnification Procedures. In the event of any Claim the City shall give Verra Mobility written notice of such Claim promptly after the City first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to

the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The City and Verra Mobility shall cooperate in the defense or settlement of any Claim and the City shall not have the right to enter into any settlement agreement that materially affects Verra Mobility's material rights or material interests without Verra Mobility's prior written consent.

- 11.3 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the greater of \$1,000,000 or the Fees paid by City pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability, arising out of or relating to this Agreement.

12. INSURANCE:

Verra Mobility shall maintain the following minimum scope and limits of insurance:

- 12.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence.
- 12.2 Workers' Compensation as required by the Industrial Insurance laws of Washington, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of City.
- 12.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- 12.4 City and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement. Verra Mobility shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name City and its officers, employees, and authorized volunteers as additional insureds.
- 12.5 Certificates showing Verra Mobility is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to City within thirty (30) calendar days after the Effective Date of this Agreement. Such certificates shall show that City will be notified in accordance with the policy language relating to cancellations of such insurance policies. Verra Mobility shall forthwith obtain substitute insurance in the event of a cancellation.
- 12.6 City shall be responsible for vehicle insurance coverage on any vehicles driven by City employees. Coverage will include liability and collision damage.
- 12.7 Verra Mobility's maintenance of the required insurance is a mandatory condition of this Agreement. Verra Mobility shall provide the City with advance written notice of any policy cancellation within ten (10) business days of the cancellation date.

13. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Washington.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, the Parties shall participate in professionally-assisted mediation, with a mediator acceptable to both Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The

mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

- 14.1 Failing resolution through negotiation or mediation, litigation relating to any remaining dispute shall be filed in Pierce County Superior Court, Pierce County, Washington. The substantially prevailing Party shall be reimbursed its reasonable attorneys' fees, court costs and expert witness fees from the other Party.

15. CHANGE ORDERS:

City may from time to time request changes to the work required to be performed or the addition of products or services to those required to the terms of this Agreement by providing a Change Order Notice. Upon Verra Mobility's receipt of a Change Order Notice, Verra Mobility shall deliver a Change Order Proposal describing the cost, if any. Following City's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price increases or decreases, as the case may be; and any other matters relating to the proposed changes. In the event that any proposed change involves only the addition of equipment or services to the existing Approaches or the addition of Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in **EXHIBIT A** shall govern. If the Parties fail to agree on the terms, schedule, price or any other condition of a change order, then Verra Mobility will not perform the work described in the Change Order. Such Change Order shall not invalidate the procurement process or this Agreement nor relieve or release Verra Mobility or City of any of its obligations under this Agreement unless stated therein. No Change Order shall have the effect of extending the term of this Agreement.

16. TERMINATION:

- 16.1 This Agreement may be terminated:

- (i) By mutual written consent of the Parties; or
- (ii) For Cause, by either Party where the other Party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating Party notifies in writing the other Party of its intent to terminate, stating with reasonable specificity, the grounds therefore, and the other Party fails to cure the default within sixty (60) days after receiving notice. Verra Mobility specifically shall be deemed in default if the System continues to exhibit defects causing serious disruption of use and/or repeated periods of downtime, notwithstanding Verra Mobility's remedial or maintenance efforts, over a continuous period of sixty (60) days.
- (iii) For Convenience: The City may terminate this Agreement in whole or in part, without cause and for any reason, including the City's convenience, upon written notice to Verra Mobility. In the event City elects to terminate this Agreement for convenience, City shall pay Verra Mobility an early termination fee based on a price of \$120,000 per Camera System amortized over sixty (60) months on a straight-line basis. The amortization schedule for said costs shall be reduced by 1/60th for each month each Camera System is installed: Said another way, for every month a camera is installed, \$2,000 will be subtracted from the total \$120,000 early termination fee for each Camera System. Example: City signs Agreement in March of year 1 and installs one (1) Camera System that same month and City terminates the Agreement without cause in January of the 5th year of the initial term of the Agreement then fifty-eight (58) of the sixty (60) months having been depreciated and the City would owe Verra Mobility \$4,000 (\$2,000 x 2 months) for the early termination fee. There is no early termination fee if (1) there is a change in the law which prevents the City from continuing with the traffic camera enforcement system or the external cause events in the paragraph below; or (2) the City terminates the Agreement during any one-year extensions of this Agreement, after the initial term.

- (iv) For External Cause is defined as interfering with performance by either Party in the event that state legislation, a decision by a court of competent jurisdiction, or other change in state law or circumstances materially interferes with the terms of this Agreement or the ability of a Party to perform its obligations under the terms of this Agreement. The City shall have no obligation to pay Verra Mobility a fee for any period when it is unlawful to issue citations. The term of the Agreement shall be suspended during any period in which the City is not obligated to pay Verra Mobility and such time period shall be added to the term of the Agreement once it becomes lawful for the City to issue citations. In any termination for External Cause, Verra Mobility shall retain an amount of revenue collected from the program sufficient to cover Verra Mobility's costs in excess of fees paid to date, except that such retention shall not apply for any other termination under this Termination section or contrary to the Cost Neutral Clause above.
- (v) Termination may occur through the provision of notice to the other party as described in section 3. above.

16.2 Upon termination of this Agreement, including because it has reached the end of its term, the Parties recognize that City will have to process Events in the "pipeline", and that Verra Mobility accordingly must assist City in this regard. Accordingly, the Parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) City shall cease using the Axis™ System to capture Events and unless it is unlawful to do so, shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless directed by the City not to do so, Verra Mobility shall continue to process all images taken by the City before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.
- (ii) Within one hundred twenty (120) days of termination of the Agreement, Verra Mobility shall provide City all evidence package data and information for all Violations currently maintained on the Axis™ System on behalf of City. The information shall be delivered in the standard Verra Mobility format to City on removable media. Upon delivery of said evidence package data and information City agrees that Verra Mobility is no longer under any obligation to maintain evidence package data or information and that any public records request for such information shall be responded to exclusively by City, as City will be the custodian of records for any and all Violations and related evidence package data and information.

16.3 In the event of termination by Verra Mobility for non-payment of Fees by City, Verra Mobility shall cease processing Events as of the date of termination.

17. AMENDMENTS TO THE AGREEMENT:

The Parties may from time to time consider it in their best interest to modify or extend terms, conditions or covenants of this Agreement; require modifications in the Scope of Work to be performed; or request the performance of additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. If modifications result in additional costs to City, Verra Mobility will provide a written estimate of such. Any such addition, deletion, extension or modification, including any increase or decrease in the amount of Verra Mobility's compensation, which are mutually agreed upon by and between City and Verra Mobility shall be signed by the duly authorized representatives of the Parties and incorporated in written amendments to this Agreement. Such amendments shall not invalidate the procurement process or this Agreement nor relieve or release Verra Mobility or City of any of its obligations under this Agreement unless stated therein. Such amendments shall not extend the term of this Agreement unless that is the specific intent of the amendment.

18. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for City to consider (e.g., school bus, bus lane, pedestrian, railroad, other undeveloped technologies, or Program enhancements) and, if so desired, City may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon in writing.

19. LEGAL CONSTRUCTION/ ENTIRE AGREEMENT

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable herein.

This Agreement, including all attachments, amendments, exhibits and subsequently issued change orders, comprises the entire agreement between the City and Verra Mobility. Where there are conflicts among these documents, the controlling document will be in that same sequence, with the first taking priority over the last listed. No verbal agreement or conversation between any officer, agent, associate, employee of the City and any officer, agent, associate, employee of Verra Mobility prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

20. LIMITED AGENCY:

Verra Mobility shall act as a limited agent of the City solely for purposes of (i) opening and maintaining bank accounts relating to the scope of the work described in this Agreement; (ii) access to DMV records; (iii) generating and administratively processing recorded images of Events as described in this Agreement and (iv) the Business Rules. Employees, contractors, agents and servants of Verra Mobility shall in no event be considered to be employees, agents (other than in the limited capacity described herein), contractors or servants of City. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and City.

21. FORCE MAJEURE:

Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence (an event of "Force Majeure"). Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. For the avoidance of doubt, road construction is not an event of Force Majeure. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

22. TAXES:

Where required by law, Verra Mobility shall pay for and maintain in current status all taxes assessed against Verra Mobility that are necessary for contract performance. City agrees to pay State of Washington sales or use taxes on all applicable services and materials and agrees to furnish Verra Mobility with an exemption certificate where appropriate, and City agrees to reimburse Verra Mobility for any excise taxes if charged against Verra Mobility.

23. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, must or may be given or made by Verra Mobility or City shall be in writing and shall be given or made by personal service, first class mail, Federal Express, or by certified mail to the Parties at the following address:

City of Edgewood

American Traffic Solutions, Inc.

2224 104th Avenue East
Edgewood, WA 98372
Attn: City Clerk

1150 N. Alma School Road
Mesa, Arizona 85201
Attn: Legal Department

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24. SURVIVAL:

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 8, 9, 10, 11, 13, 14, 16, and this Section 24.

25. EXECUTION:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever.

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EXHIBITS ON FOLLOWING PAGES]

EXHIBIT A
SERVICE FEE SCHEDULE

1.0 Description of Pricing

Fees are based on per camera per month and are as follows:

Product Description	Fee per Camera per Month
1-4 Lane Fixed Site School Zone Speed Safety Camera System – includes Camera Systems installed per the mutual agreement of the Parties. Payment processing and adjudication to be handled by the Pierce County Courts.	\$4,750
<u>Service Fees:</u> All Service Fees per Camera System above includes all costs required and associated with a Camera System installation for monitoring up to 4 lanes and two signal phases, routine maintenance, and use of Axis System for back-office operations, includes camera equipment for monitoring up to 4-lanes and up to two (2) signal phases, installation, maintenance, Event processing services, DMV records access, court integration, First Class mailing of notice of infraction with return envelope, lockbox and epayment processing services (excluding per item process fee and user convenience fee, which are paid by the violator), IVR call center support for general Program questions and public awareness Program support. Monthly service fee includes postage for the first class mailing of the standard offering in the state of Washington. Verra Mobility's monthly fee includes postage for the first class mailing of standard offering. Any additional mailings outside the standard offering will be billed per unit as published by the US Postal Service plus a \$2.00 per unit service charge.	

2.0 Optional Collection Services:

Verra Mobility may initiate collection efforts of delinquent notices upon written request by City, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Verra Mobility will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection services. For those accounts in default that go to collection, this is in addition to our Fees noted above.

Pre-Collection Letters	10% of Recovered Revenue
Delinquent Collections Services	30% of Recovered Revenue

In the event that City elects to have Verra Mobility provide collections services, City shall so notify Verra Mobility in writing. City agrees that, once Verra Mobility's collections services are elected, City may not utilize another vendor for these collections services without prior written consent from Verra Mobility through an amendment to this Agreement.

EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the Axis™ System and related services to City as outlined in this Agreement, excluding those items identified in Section 2 titled "City Scope of Work". In general, if work is to be performed by City, unless otherwise specified, City shall not charge Verra Mobility for the cost.
- 1.1.2 Verra Mobility will conduct a Site Selection Analysis of candidate sites. Verra Mobility will assist City in determining which Approaches will be the most beneficial to City in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering feasibility assessment. Camera System installations will be based on mutual agreement by City and Verra Mobility.
- 1.1.3 Verra Mobility will install or deploy Camera System(s) at the locations determined by the City and mutually agreed to by Verra Mobility. In addition to any initial Designated Safety Zones, the Parties may mutually agree to add additional Camera System(s) or Approaches, which shall be reflected in a written Notice to Proceed as set forth in **EXHIBIT D**.
- 1.1.4 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (e.g., Force Majeure event, etc.).
- 1.1.5 Verra Mobility's Communications Department will assist City with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy, Verra Mobility may provide public relations consultants, advertising, or media relations for an additional fee as mutually agreed to by the Parties. Verra Mobility will provide training to City staff on the operation of the Axis System prior to Citations being issued. Such training may be in-person or by WebEx or similar remote training service. Trained City staff is expected to train any new City staff involved in the program, however if no trained City staff is involved in the program, Verra Mobility will provide training to the new City staff.
- 1.1.6 Verra Mobility agrees to provide a secure website (www.violationinfo.com) accessible to Owners who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, a space will be provided for a Frequently Asked Questions (F.A.Q.) page approved by City. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (e.g., Force Majeure event, etc.).
- 1.1.7 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.1.8 Verra Mobility shall actively maintain the System located at each Approach to ensure minimum standards as set forth in applicable law, or regulation, or Verra Mobility service level agreements, are met or exceeded. Verra Mobility shall take reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction, except for causes of Force Majeure.

- 1.1.9 If City is using Verra Mobility lockbox or epayment services, Verra Mobility will establish a dedicated demand deposit account on behalf of the City and all revenue deposited into this account will be swept weekly into a City designated bank account.
- 1.1.10 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of \$5.00 or up to 5% of the total payment, for each electronic payment processed, whichever is higher. Such fee is paid by the violator and retained by Verra Mobility to cover the administration of providing this service.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the City's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide City with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. City shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days City shall be responsible for the normal monthly Service Fee.
- 1.2.3 Verra Mobility shall provide City with access to the Axis™ System, including image processing, first notice printing and mailing of Citation per chargeable event and a mailing of a text only reminder notice, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. The Axis™ System shall ensure each Citation or notice of infraction is delivered by First Class mail to the Owner within the statutory period. In the case of a transfer of liability by the Owner, the Axis™ System shall be setup to mail a Citation or notice of infraction to the driver identified in the affidavit of non-liability or by a rental car company. Costs of certified mailings are priced separately and paid by City for additional compensation to Verra Mobility as indicated in EXHIBIT A.
- 1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by First Class or other mail means for additional compensation to Verra Mobility as agreed upon by the Parties.
- 1.2.5 The Axis™ System shall allow the law enforcement officer to apply the officer's electronic signature to the Citation when authorized to do so by an approving law enforcement officer.
- 1.2.6 Verra Mobility shall seek records from out-of-state vehicle registration databases and use such records to assist City in processing Citations. In its capacity as limited agent pursuant to the DMV Services Subscriber Authorization found in EXHIBIT E, Verra Mobility may seek records from out-of-state vehicle registration databases. Verra Mobility reserves the right to mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing.
- 1.2.7 If City is unable to or does not desire to integrate Axis data to its adjudication system, Verra Mobility shall provide Axis as an adjudication processing module to allow City to review cases, related images, and other related information required to adjudicate the disputed Violation. The Axis™ System will also enable the court staff to accept and account for payments. Any costs charged by a third-party vendor related to the provision of Axis data to the adjudication system are the responsibility of City.
- 1.2.8 The Axis™ System shall provide City with the ability to run and print standard system reports. Verra Mobility provides a robust suite of standard program reporting at no charge to clients with active Programs. Upon notice to City, Verra Mobility reserves the right to modify the suite of standard program reporting available to City, so long as such change applies generally to cities with similar programs. Customized reporting services are

available upon written request. The fee for such services shall be mutually agreed upon based on the substance and form of the report to be provided.

- 1.2.9 During the twelve (12) month period following the installation of the first camera, upon Verra Mobility's receipt of a written request from City at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide City with or train a local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the Axis™ System until judicial notice is taken. City shall use its best efforts to obtain judicial notice as soon as possible. If an Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, City shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.
- 1.2.10 In those instances where damage to a System (or sensors where applicable) is caused by the actions of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair. In those instances where damage to a System (or sensors where applicable) is caused by negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and City shall bear the cost of repair equally with City reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage not attributable to Verra Mobility's actions, including road construction, City negligence, etc. City shall reimburse Verra Mobility for the cost of repair.
- 1.2.11 Verra Mobility shall provide a help-line to assist City with resolving any problems encountered regarding its Camera System and/or the Axis™ System. The help-line shall function during Business Hours.
- 1.2.12 As part of the Axis™ System, a website will be made available to allow alleged violators the ability to view their Citations online. This online viewing system shall include a link to the Verra Mobility payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the court, may be directed to and processed by Verra Mobility processors and communicated to the court via the Axis transfer described above.
- 1.2.13 For video retrievals requested by City unrelated to enforcement of a Violation, including but not limited to investigation of a criminal matter, Verra Mobility will provide up to one (1) video retrieval per week at no cost to City. For each additional video retrieval City shall pay a fee pursuant to **EXHIBIT A** ("Video Retrieval Fee").

2. CITY SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement, City shall provide Verra Mobility with the name, title, mailing address, email address and phone number of:
 - A project manager with authority to coordinate City responsibilities under this Agreement;
 - Municipal Court manager responsible for oversight of all Court-related program requirements;
 - The police contact;
 - The court contact;
 - The person responsible for overseeing payments by violators (might be court);
 - The Prosecuting Attorney;
 - The City Attorney;
 - The finance contact (who receives the invoices and will be in charge of reconciliation);
 - The IT person for the police;
 - The IT person for the courts;

- The public works and/or engineering contact responsible for issuing any/all permits for construction; and
 - Municipal Court manager responsible for oversight of all Court-related program requirements.
- 2.1.2 In cooperation with Verra Mobility, City shall prepare the Business Rules for implementation and operation of the Program.
- 2.1.3 City shall direct the Chief of Police or approved alternate to execute the DMV Services Subscriber Authorization, attached as EXHIBIT E, to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that Verra Mobility is acting on behalf of City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.1.4 City is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by City in writing of the change in law.
- 2.1.5 City is responsible for all final jurisdictional issues.
- 2.1.6 Once a Notice to Proceed is granted to Verra Mobility in writing, City shall not issue a stop work order to suspend activity on the work shown in Exhibit C, Camera Locations, unless City reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.7 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service.
- 2.1.8 Pursuant to RCW §46.63.170(1)(a), City shall post an annual report of the number of traffic accidents that occurred at each location where an automated traffic safety camera is located as well as the number of notices of infraction issued for each camera and any other relevant information about the automated traffic safety cameras that the City deems appropriate on the City's web site.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 If City requests that Verra Mobility move a Camera System to a new Approach after initial installation of the Cameras shown in Exhibit C, City shall pay for the costs to relocate the System, which may be up to \$120,000 per System. City may not request the relocation of a site within the first year after installation.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, City shall continue to pay the fee per Camera per month Service Fee in Exhibit A and the actual costs for moving or removing the System, as shown on invoices provided to the City after moving or removal, which may be up to \$120,000 per System. City may elect to reimburse Verra Mobility directly or Verra Mobility may recover its costs from Program funds in addition to its normal fee.
- 2.2.3 Prior to the installation of any System, City shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled by the City during the term of this Agreement for any Approach designated for System installation.
- 2.2.4 City will design, fabricate, install and maintain camera warning signs. If City cannot provide such signage, it will notify Verra Mobility, and Verra Mobility will do so and City shall reimburse Verra Mobility for such costs.

- 2.2.5 City understands that proper operation of the System requires access to traffic signal phase connections. City, therefore, shall provide free access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of City, it shall be City's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by City.
- 2.2.6 City understands that proper operation of the System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. City, therefore, shall provide free access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture for the proper operation of the System.
- 2.2.7 City shall allow Verra Mobility to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within City's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the System shall be funded by City. Verra Mobility may agree to cover these upfront costs and recover the costs from the collected revenue in addition to its normal fees. If existing power sources are not immediately available, City will allow Verra Mobility to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, City shall bear the costs (or reimburse Verra Mobility's submitted invoice) for obtaining/routing power. When access to power facilities is not under the jurisdiction of City, it shall be City's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by City.
- 2.2.8 Verra Mobility shall provide installation drawings to the City for review, prior to installation. City shall not require Verra Mobility to provide installation drawings stamped by a licensed civil engineer unless required by code. However, Verra Mobility work product and drawings shall be overseen and approved by an Verra Mobility PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.
- 2.2.9 City shall approve or reject Verra Mobility submitted plans within seven (7) business days of receipt and as long as Verra Mobility appropriately responds to the City's review comments, the City shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days. City shall provide its best efforts in providing aid in achieving these timeframes for plan approvals when plans are being reviewed and permitted by any state and/or county agencies.
- 2.2.10 City, or any department of City, shall be responsible for paying permit fees required by the work performed by Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachments, including any fee for traffic control services during installation or maintenance of a System. City shall also fund any and all needed state and/or county permits.
- 2.2.11 City understands and agrees that time is of the essence and that public safety is at issue and shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. City shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state and/or county agency.
- 2.2.12 If required by the submitted design for proper operation, City shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within City's jurisdiction, as

permitted. City shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.

- 2.2.13 City shall allow Verra Mobility to build needed infrastructure into any existing City-owned easement.
- 2.2.14 If use of private property right-of-way is needed, City shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by City as it is expressly excluded from the base fee structure identified in the fee schedule.
- 2.2.15 City shall comply in all aspects with RCW §46.63.170(1)(b).

2.3 LAW ENFORCEMENT DEPARTMENT OPERATIONS

- 2.3.1 City shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using Axis to determine which Events constitute Violations that will be issued as Citations. In the event that City fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the Axis™ System to allow City to issue a notice or Citation within statutory timeframes.
- 2.3.2 For optimal utilization, City workstation computer monitors for Event review and approval should provide a resolution of 1280 x 1024.
- 2.3.3 For optimal data throughput, City workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.3.4 City shall provide signatures of all authorized law enforcement users who will review events and issue Citations on forms provided by Verra Mobility for setup of the Axis™ System to allow said users to apply their electronic signatures to a Citation.

2.4 COURTS OPERATIONS

- 2.4.1 If City does not provide payment processing services, City shall use the Axis™ System for payment processing services. The fees for lockbox and epayment services are included in the fee per Camera per month Service Fee presented in EXHIBIT A.
- 2.4.2 City shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.4.3 City shall provide the specific text required to be placed on the Citation or notice of infraction to be issued by City using the Axis™ System within thirty (30) days of the Effective Date of this Agreement.
- 2.4.4 City shall review and approve the Citation form within fifteen (15) days of receipt from Verra Mobility. Verra Mobility may make non-substantive formatting or incidental changes to the Citation without approval by City.
- 2.4.5 City shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. City may refer citizens with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by Verra Mobility for that purpose.
- 2.4.6 Within ten (10) days after expiration of a second notice, City shall pursue delinquent collections of unpaid notices with an existing contractor or Verra Mobility.
- 2.4.7 Any potential, one-time, direct costs to Verra Mobility to develop an interface with the Court system will be initially paid by Verra Mobility and any such cost will be reimbursed

to Verra Mobility from collected revenues in addition to the Fees in EXHIBIT A, Service Fee Schedule 1.

2.5 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.5.1 In the event that remote access to the Axis™ System is blocked by City network security infrastructure, City's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

EXHIBIT C
CAMERA LOCATIONS

Verra Mobility shall make its best efforts to install Camera Systems within thirty (30) days of permits being granted and power delivered for each mutually agreed-upon location, providing that City has received permission for all implementations in writing from any third-party sources.

Fixed Site School Zone Speed Safety Camera Locations:

Implementation and installation of any Approach or location is subject to Site Selection Analysis and constructability analysis results and must be mutually agreed to by the Parties.

Additional Approaches and locations may be selected in addition to the Approaches and locations listed above and may be selected based on Site Selection analysis, collision history, input, community safety, recommendations from City and a construction feasibility assessment. The Approaches and locations will be designated by the City, which designation will be based upon City Staff review. All Camera System installations will be based on mutual agreement by City and Verra Mobility and shall only be installed upon a written Notice to Proceed (see Exhibit D).

Pursuant to RCW §46.63.170(1)(a), prior to installation the City shall perform and prepare an analysis of all the additional Approaches or locations within the jurisdiction where Camera Systems are proposed to be located.

EXHIBIT D
FORM OF NOTICE TO PROCEED

Reference is made to the Standard Professional Services Agreement by and between American Traffic Solutions, Inc. ("Verra Mobility") and _____ ("City"), dated as of [date] (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

City hereby designates this [first] phase implementation of cameras at designated safety zones. Verra Mobility shall make its best efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that City has received permission for all implementations in writing from any third-party sources.

Below is a list of locations provided by City, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a Camera System would increase public safety.

Execution of this Notice to Proceed by City shall serve as authorization for the installation of Camera Systems for all Approaches designated as follows:

- 1) _____
- 2) _____
- 3) _____

City understands that implementation and installation of any Approach or location is subject to Site Selection Analysis and constructability results.

IN WITNESS WHEREOF, City has executed this Notice to Proceed as of the date written below.

CITY OF EDGEWOOD, WASHINGTON

By: _____
 Name: _____ Date _____
 Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
 Elizabeth Caracciolo _____ Date _____
 EVP/GM
 Government Solutions

EXHIBIT E
DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: _____

DATE

NLETS

1918 W. Whispering Wind Dr.
Phoenix, AZ 85085**Attn:** Steven E. Correll, Executive Director**Re:** Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that an Agreement to perform automated enforcement between _____ and American Traffic Solutions, Inc. is or will be entered into and will be or is in force. As a requirement of and in performance of that Agreement between _____ and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access NLETS motor vehicle data.

Please accept this letter as authorization from _____ for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our Agreement with NLETS and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between _____ and American Traffic Solutions, Inc., and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the _____ and have the authority to empower American Traffic Solutions, Inc. to use ORI _____ for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name**NLETS Agency ORI****Name/Title of Authorized
Representative****Mailing Address****Telephone****Fax****Email****Signature of Authorized
Representative****Date Signed**



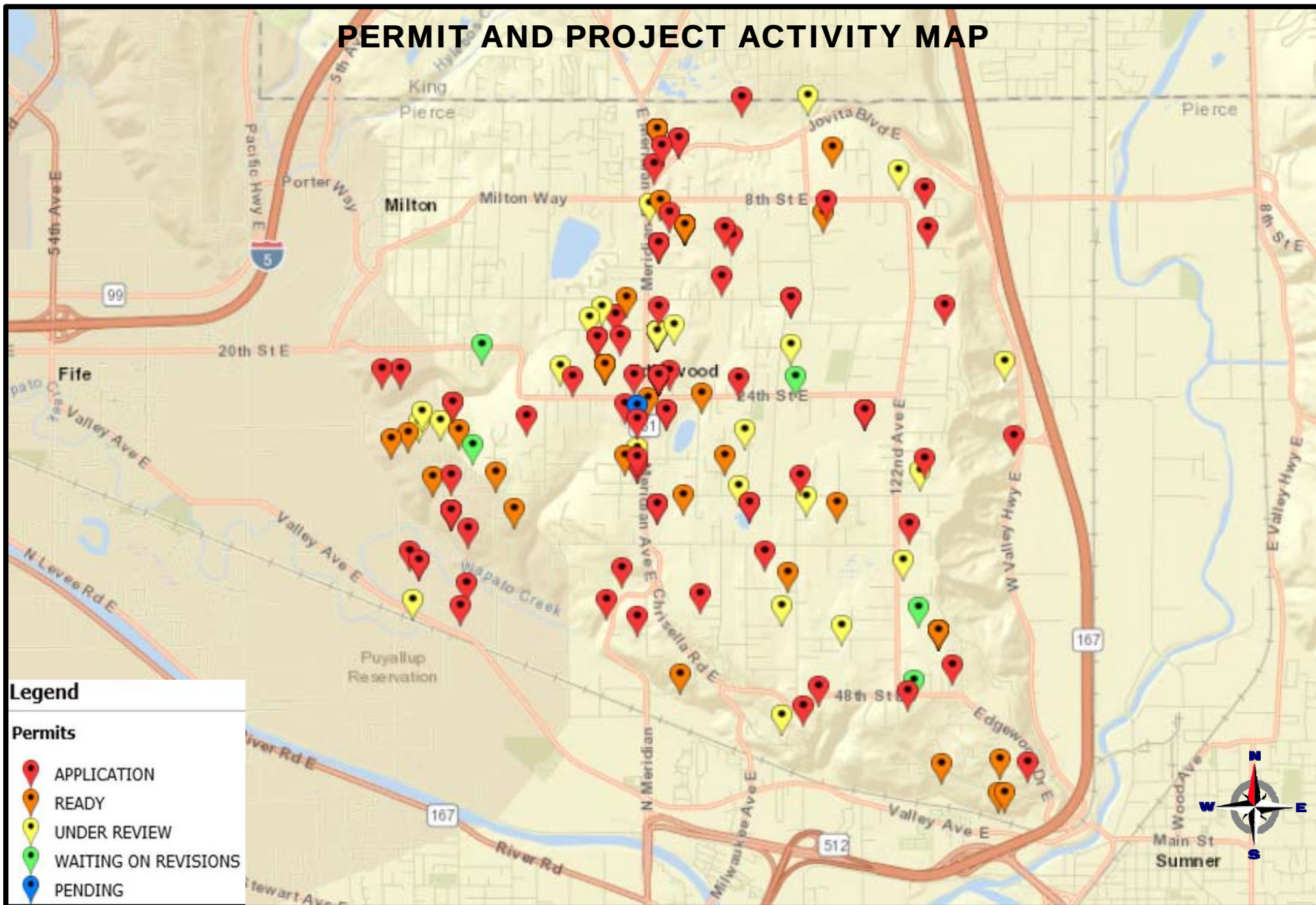
City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Monthly Update Regarding Community Development Project and Permit Statuses.		Agenda Item #:		2F
		For Agenda of:		October 2, 2018
		Prepared by:		Darren Groth
ATTACHMENTS (list): ☒ Ongoing Land Disturbing Projects ☒ Permit and Project Activity Map ☒ Permit Activity Recap Report				
Review of Materials:				
Mayor, Daryl Eiding	☐	Expenditure Required:	<u> \$0 </u>	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	<u> \$0 </u>	
City Attorney, Carol Morris	☐	Appropriation Required:	<u> \$0 </u>	
City Clerk, Rachel Pitzel	☐	Timeline: N/A		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☐	BARS:		
Fiscal Note/Consideration: N/A				
SUMMARY STATEMENT: The City's Community Development Department (CDD) is entrusted by City Council, Edgewood citizens, and the State of Washington to provide growth management and development review, neighborhood preservation and revitalization, property inspection and maintenance, and other programs and business development services necessary to ensure the healthy, safety, and quality of life of Edgewood residents. To carry out these responsibilities, the CDD staff members perform numerous customer interactions, code interpretations, permitting functions, project reviews, on-site inspections, and multiple other functions. Several of these functions are easily presented to demonstrate development activity levels in Edgewood. This monthly agenda item was added to City Council's first Study Session meeting of each month to provide regular updates on land development actions occurring in Edgewood. Each month, the City Council will receive an update on the latest information regarding the Buxton Company's assistance efforts to recruit and retain business developments in Edgewood. In addition, a permit and project activity map that shows a pin for each active permit engaged in some stage of the development process and a status report for ongoing land disturbing projects that will give details regarding the various land construction sites around the city will both also be provided. The included permit report will update the City Council on the permitting activity for the previous month.				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A				
RECOMMENDED ACTION: Receive a briefing, hold a discussion, and provide any direction to staff regarding the reporting of community development project and permit statuses.				

Ongoing Land Disturbing Projects

File	Project Name	General Location	Type	Status	Plan
18-1268	Hall Street Vacation	11416 COUNTY LINE RD	ROW	PENDING	
18-1288	Wiebenga SFR Addition	11206 32ND ST E	SFR	PENDING	
18-1296	Burrows Garage-Detached	10909 32ND ST E	ADU	PENDING	
18-1130	Heart & Soul SP	9725 18TH STCT E	Pre-Plat	PENDING	
18-1305	Krachko Paving	2712 110TH AV E	Site Dev	PENDING	
18-1310	Rainier Ridge (Vista)	9810 TAYLOR ST E	Final Plat	PENDING	
18-1312	Dressler SFR	5411 132ND AV E	SFR	PENDING	
18-1315	Caldwell Crest SFR (Lot 10)	125th and Caldwell	SFR	PENDING	
18-1316	Chumakin SP	2005 112TH AV E	Site Dev	PENDING	
17-1527	Northwood Estates West	24th near Meridian	Site Dev	PENDING	
4532	Northwood Estates	24th near Meridian	Site Dev	PENDING	
4678	The Arbors	Meridian and 20th	Site Dev	PENDING	
17-1435	Volente Subdivision	33nd and 87th	Site Dev	DEFICIENT	
18-1041	Curran Estates	4120 114TH AV E	Final Plat	DEFICIENT	
17-1488	The Learning Center	Meridian near Jovita	Site Dev	DEFICIENT	
18-1232	Afichuk SFR	4222 CALDWELL RD E	SFR	DEFICIENT	
18-1040	View Pointe RV Storage	10315 12TH STCT E	Site Dev	DEFICIENT	
18-1012	Abel Short Plat	16th and 122nd	Pre-Plat	DEFICIENT	
18-1259	Maksimchuk Short Plat	24th and 112th	Pre-Plat	DEFICIENT	
18-1269	Caldwell Crest SFR (Lot 4)	125th and Caldwell	SFR	DEFICIENT	
18-1237	Docken Storage	2920 MERIDIAN AV E	CUP	DEFICIENT	
18-1248	Johnson SFR	11322 18TH ST E	SFR	DEFICIENT	
18-1249	Johnson Detached Garage	11322 18TH ST E	SFR	DEFICIENT	
18-1091	Ratsko SFR	3805 122ND AV E	SFR	DEFICIENT	
18-1174	Robinson/Boling Detached Garage	12809 17TH STCT E	SFR	APPROVED	8/29/2018
18-1304	Westridge SFRs (11 permits)	Westridge Subdivision	SFR	APPROVED	8/20/2018
18-1279	Frost Clear & Grade	2918 90TH AV E	CG	APPROVED	8/14/2018
18-1263	Taylor Addition	12015 24TH ST E	SFR	APPROVED	8/9/2018
18-1218	Volente Early C&G	33nd and 87th	CG	APPROVED	8/6/2018
18-1264	Pavlovsky Addition	12318 27TH ST E	SFR	APPROVED	8/2/2018
18-1266	N. Edgewood Apts Pool & Spa	North Meridian	Site Dev	APPROVED	7/26/2018
18-1214	Grubb Short Plat	48th and 122nd	Pre-Plat	APPROVED	7/9/2018
18-1045	Bereznyov Short Plat	20th and 90th	Pre-Plat	APPROVED	7/6/2018
18-1203	Kimpel Detached Addition	114th south of 36th	ADU	APPROVED	7/5/2018
18-1129	Ankeman SFR	12017 53RD STCT E	SFR	APPROVED	6/25/2018
16-5623	Haymond C&G	32nd and 110th	SW / Site Dev	APPROVED	6/20/2018
17-1532	Yurina-Collins Shared Access	114th south of 36th	CG	APPROVED	5/30/2018
18-1015	Pascolo Estates	32nd and 116th	Site Dev	APPROVED	5/17/2018
17-1222	Kelley Clear & Grade	35th near 91st	CG	APPROVED	5/7/2018
17-1472	Gervais Short Plat	16th and 112th	Site Dev	APPROVED	3/30/2018
17-1093	North Edgewood Apartments	North Meridian	Site Dev	APPROVED	3/6/2018
17-1381	Northwood Elementary	24th near Meridian	Site Dev	APPROVED	2/23/2018
17-1246	Caliber SP	106th south of 32nd	Site Dev	APPROVED	2/21/2018
17-1063	Lisitsyn Short Plat	County Line Road	Site Dev	APPROVED	10/17/2017
17-1373	Northwood Estates West	24th near Meridian	CG	APPROVED	10/9/2017
17-1173	Domus Townhomes PRD	11th and 104th	Site Dev	APPROVED	8/28/2017
16-5695	Edgewood Heights	Meridian and 20th	Site Dev	APPROVED	8/4/2017
17-1098	Maple Grove	28th and 87th	Site Dev	APPROVED	7/31/2017
16-5745	Nicklaus Plat	24th and 94th	Site Dev	APPROVED	6/5/2017

PERMIT AND PROJECT ACTIVITY MAP





Permit Activity Recap Report

September 2018

Report run on: 09/27/2018 12:20 PM

Department	Group	Permit Type	September 2018			September 2017			2018 YTM			September 2017 YTM		
				Valuations	Revenue		Valuations	Revenue		Valuations	Revenue		Valuations	Revenue
Building Department	Commercial Applications	Commercial Addition	-	-	-	-	-	-	-	-	-	-	-	-
		Commercial New	-	-	\$525.01	-	-	\$3,757.84	6	\$17,446,361.42	\$295,860.82	16	\$10,056,494.96	\$149,748.86
		Commercial New Multi-Family	-	-	\$10,037.32	-	-	-	17	\$36,682,444.92	\$2,078,266.53	2	\$506,343.98	\$53,626.97
		Group Total	-	-	\$10,562.33	-	-	\$3,757.84	23	\$54,128,806.34	\$2,374,127.35	18	\$10,562,838.94	\$203,375.83
	Housing Unit Group for Recap Report	Commercial New Multi-Family	-	-	\$10,037.32	-	-	-	17	\$36,682,444.92	\$2,078,266.53	2	\$506,343.98	\$53,626.97
		Single Family Residence - New	6	\$1,978,116.10	\$74,280.65	16	\$5,335,285.05	\$195,100.58	79	\$29,960,569.68	\$1,033,495.32	128	\$45,595,047.80	\$1,438,965.98
		Group Total	6	\$1,978,116.10	\$84,317.97	16	\$5,335,285.05	\$195,100.58	96	\$66,643,014.60	\$3,111,761.85	130	\$46,101,391.78	\$1,492,592.95
	Multi Family Applications	Commercial New Multi-Family	-	-	\$10,037.32	-	-	-	17	\$36,682,444.92	\$2,078,266.53	2	\$506,343.98	\$53,626.97
		Group Total	-	-	\$10,037.32	-	-	-	17	\$36,682,444.92	\$2,078,266.53	2	\$506,343.98	\$53,626.97
	Department Total		6	\$1,978,116.10	\$104,917.62	16	\$5,335,285.05	\$198,858.42	136	\$157,454,265.86	\$7,564,155.73	150	\$57,170,574.70	\$1,749,595.75
Planning	Commercial Applications	Commercial-Site Development	-	-	-	-	-	-	-	-	-	-	-	\$1,505.00
		Group Total	-	-	-	-	-	-	-	-	-	-	-	\$1,505.00
	Planning Applications	Boundary Line Adjustment	-	-	-	-	-	\$765.00	1	-	\$4,590.00	-	-	\$7,650.00
		Conditional Use Permit	-	-	-	-	-	-	-	-	\$6,835.00	1	-	\$19,828.13
		Design Standards Review	-	-	-	-	-	-	-	-	\$4,745.00	-	-	\$34,850.00
		SEPA	-	-	-	-	-	-	1	-	\$3,250.00	-	-	-
		Short Plat Alteration/Amendment/Preliminary	1	-	-	-	-	\$700.00	4	-	\$32,900.00	-	-	\$14,754.25
		Subdivision Alteration/Amendment/Preliminary	-	-	-	-	-	-	-	-	\$10,271.25	-	-	\$50,877.23
													Study Session 10.2.2018	
													Page 135 of 155	



Permit Activity Recap Report

September 2018

Report run on: 09/27/2018 12:20 PM

Department	Group	Permit Type	September 2018			September 2017			2018 YTM			September 2017 YTM		
				Valuations	Revenue		Valuations	Revenue		Valuations	Revenue		Valuations	Revenue
Planning	Planning Applications	Temporary Use Permit	-	-	-	-	-	-	1	-	\$855.00	1	-	\$685.00
		Group Total	1	-	-	-	-	\$1,465.00	7	-	\$63,446.25	2	-	\$128,644.61
	Department Total		1	-	-	-	-	\$1,465.00	7	-	\$63,446.25	2	-	\$130,149.61
Public Works	Planning Applications	Clear and Grade Permit	2	-	\$324.50	-	-	-	6	-	\$3,493.90	4	-	\$5,016.80
		Site Development	1	-	\$13,190.00	-	-	\$5,490.00	7	-	\$34,705.00	6	-	\$49,085.90
		Group Total	3	-	\$13,514.50	-	-	\$5,490.00	13	-	\$38,198.90	10	-	\$54,102.70
	Department Total		3	-	\$13,514.50	-	-	\$5,490.00	13	-	\$38,198.90	10	-	\$54,102.70
Total			10	\$1,978,116.10	\$118,432.12	16	\$5,335,285.05	\$205,813.42	156	\$157,454,265.86	\$7,665,800.88	162	\$57,170,574.70	\$1,933,848.06

Housing Units

Case Type Description	September 2018		September 2017		2018 YTM		September 2017 YTM	
	Permits	Units	Permits	Units	Permits	Units	Permits	Units

Total Housing Units

Units	Year
0	2017
0	2016
0	2015
0	2014
0	2013
0	2012
0	2011
0	2010
0	2009



Permit Activity Recap Report

September 2018

Page 3 of 4

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Construction Valuation

Group	Permit Type	2018	September 2017	September 2016	2015 Data Not Available	2014 Data Not Available	2013 Data Not Available	2012 Data Not Available	2011 Data Not Available	2010 Data Not Available	2009 Data Not Available
Commercial Applications	Commercial Addition	-	-	\$5,355.60	-	-	-	-	-	-	-
	Commercial New	\$17,446,361.42	\$10,056,494.96	\$2,136,537.76	-	-	-	-	-	-	-
	Commercial New Multi-Family	\$36,682,444.92	\$506,343.98	\$6,394,915.11	-	-	-	-	-	-	-
	Commercial-Site Development	-	-	-	-	-	-	-	-	-	-
	Total	\$54,128,806.34	\$10,562,838.94	\$8,536,808.47	-	-	-	-	-	-	-
Housing Unit Group for Recap Report	Commercial New Multi-Family	\$36,682,444.92	\$506,343.98	\$6,394,915.11	-	-	-	-	-	-	-
	Single Family Residence - New	\$29,960,569.68	\$45,595,047.80	\$6,622,759.94	-	-	-	-	-	-	-
	Total	\$66,643,014.60	\$46,101,391.78	\$13,017,675.05	-	-	-	-	-	-	-
Multi Family Applications	Commercial New Multi-Family	\$36,682,444.92	\$506,343.98	\$6,394,915.11	-	-	-	-	-	-	-
	Total	\$36,682,444.92	\$506,343.98	\$6,394,915.11	-	-	-	-	-	-	-
Planning Applications	Boundary Line Adjustment	-	-	-	-	-	-	-	-	-	-
	Clear and Grade Permit	-	-	-	-	-	-	-	-	-	-
	Conditional Use Permit	-	-	-	-	-	-	-	-	-	-
	Design Standards Review	-	-	-	-	-	-	-	-	-	-
	SEPA	-	-	-	-	-	-	-	-	-	-
	Short Plat Alteration/Amendment/Preliminary	-	-	-	-	-	-	-	-	-	-
	Site Development	-	-	-	-	-	-	-	-	-	-
	Subdivision Alteration/Amendment/Preliminary	-	-	-	-	-	-	-	-	-	-
	Temporary Use Permit	-	-	-	-	-	-	-	-	-	-
	Total	-	-	-	-	-	-	-	-	-	-



Permit Activity Recap Report

September 2018

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Report run on: 09/27/2018 12:20 PM

Total		\$157,454,265.86	\$57,170,574.70	\$27,949,398.63	-	-	-	-	-	-	-
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Revenue Totals By Dept

Department	2018	September 2017	September 2016	2015 Data Not Available	2014 Data Not Available	2013 Data Not Available	2012 Data Not Available	2011 Data Not Available	2010 Data Not Available	2009 Data Not Available
Admin	\$32,239.90	-	-	-	-	-	-	-	-	-
Building Department	\$3,866,949.95	\$1,779,122.29	\$844,495.99	-	-	-	-	-	-	-
Code Enforcement	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-	-
Fire	-	-	-	-	-	-	-	-	-	-
Land Use	-	-	-	-	-	-	-	-	-	-
Licensing Department	-	-	-	-	-	-	-	-	-	-
Planning	\$97,691.25	\$237,316.11	\$167,458.41	-	-	-	-	-	-	-
Public Works	\$51,004.06	\$65,971.68	\$17,945.00	-	-	-	-	-	-	-
Total	\$4,047,885.16	\$2,082,410.08	\$1,029,899.40	-	-	-	-	-	-	-



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: City Hall Basement Improvement Bid		Agenda Item #:		2G
		For Agenda of:		October 2, 2018
		Prepared by:		Jeremy Metzler
ATTACHMENTS (list): ☒ Gray & Osborne Letter re: Review of Bids ☒ Bid Summary Sheet ☒ Mandatory Bidder Responsibility Checklist				
Approval of Materials:				
Mayor, Daryl Eidinger	☒	Expenditure Required:	NA	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	NA	
City Attorney, Carol Morris	☐	Appropriation Required:	NA	
City Clerk, Rachel Pitzel	☐	Timeline: 9/4 Study Session to Review the Bids 9/11 For Council Action		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☒			
Fiscal Note/Consideration: <i>The low bidder total for the Original Work is \$40,127.79. The Engineer's Estimate was \$35,854.88.</i>				
SUMMARY STATEMENT: The City tasked Gray & Osborne with compiling a bid packet for the basement kitchenette tenant improvement at City Hall. On September 25th at 2PM Tani Stafford together with the Mayor and Staff held the bid opening, wherein one (1) bid was received and reviewed. The bid sheet is attached (Bid Summary) showing the lowest bidder, All Phase Interiors LLC of Shoreline, as the lowest qualified bidder. Gray & Osborne has conducted the background reference investigation that includes checks with the State for outstanding L & I liens, debarment and other governmental work performed and has submitted a letter recommending Council accept the bid (attached). This study session will be to review and discuss the bid process, bids received and recommendation of the Mayor to Council. If Council wishes to proceed the Mayor will cause the contract for the bid with All Phase Interiors to be presented at the October 9th Regular Council Meeting for action by the Council.				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A				
RECOMMENDED ACTION: Request the Mayor bring a contract for All Phase Interiors LLC forward in anticipation that Council will award the bid and authorize the Mayor to execute said contract				
ALTERNATIVES TO RECOMMENDED ACTION: Request the Mayor return the matter to a later Study Session.				



September 26, 2018

Mr. Jeremy Metzler, P.E.
Public Works Director
City of Edgewood
2224 104th Avenue East
Edgewood, Washington 98372

SUBJECT: REVIEW OF BIDS, CITY HALL KITCHENETTE BUILD-OUT
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
G&O #17572.06

Dear Mr. Metzler:

On September 25, 2018, the City of Edgewood received one bid for the City Hall Kitchenette Build-Out project. The bid was \$40,127.79. The Engineer's Estimate was \$35,854.88. The proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. We have provided a bid summary with this letter. The bidder and their bid amount, including sales tax where applicable, is as follows:

	Engineer's Estimate.....	\$35,854.88
1.	All Phase Interiors, LLC (Shoreline, Washington)	\$40,127.79

The low responsive bidder, All Phase Interiors, LLC of Shoreline, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the low bidder, All Phase Interiors, LLC of Shoreline, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist is attached for the City's file.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

All Phase Interiors, LLC
234 North 172nd Place
Shoreline, Washington 98133



Mr. Jeremy Metzler, P.E.
September 26, 2018
Page 2

Please contact us if you have any questions and/or require additional information.

Sincerely,

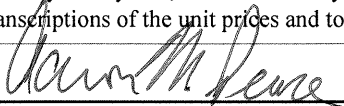
GRAY & OSBORNE, INC.

A handwritten signature in black ink, reading "Aaron M. Pease". The signature is fluid and cursive, with the first name "Aaron" being more prominent than the last name "Pease".

Aaron M. Pease, P.E.

AMP/hh

Encl.

BIDDER		ENGINEER'S ESTIMATE		ALL PHASE INTERIORS LLC		
BIDDER ADDRESS				234 North 172nd Place		
				Shoreline, WA 98133		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.				907,928-02		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER				ALLPHPI953BE		
BID BOND OR OTHER GOOD FAITH TOKEN				5% BID BOND		
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Minor Changes	1 CALC	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
2	Mobilization, Cleanup and Demobilization	1 LS	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00
3	Kitchenette Build-Out	1 LS	\$20,625.00	\$20,625.00	\$18,613.00	\$18,613.00
4	Electrical	1 LS	\$6,500.00	\$6,500.00	\$14,200.00	\$14,200.00
Subtotal:				\$32,625.00		\$36,513.00
Sales Tax @ 9.9%				\$3,229.88		\$3,614.79
TOTAL CONSTRUCTION COST				\$35,854.88		\$40,127.79
Sealed bids were opened at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372 on Tuesday, September 25, 2018, at 2:00 p.m. (local time).						
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.						
						
AARON PEASE, P.E.						

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Owner/Project Name:	Project Number:
City of Edgewood City Hall Kitchenette Build-Out	17572.06
Bidder's Business Name:	Bid Submittal Deadline:
All Phase Interiors LLC	09/25/2018
Contractor Registration	
https://secure.lni.wa.gov/verify/	Status:
License Number:	Active: Yes ☒ No ☐
ALLPHPI953BE	
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
01/05/2005	02/15/2019
Current UBI Number	
http://dor.wa.gov/BRD/	Account:
UBI Number:	Open ☒ Closed ☐
602-456-795	
Industrial Insurance Coverage/Worker Compensation	
https://secure.lni.wa.gov/verify/	Account Current:
Account Number:	Yes ☒ No ☐
907,928-02	
Employment Security Department Number	
Employment Security Department Number:	
285875-00-6	
• Has Bidder provided account number on the Bid Form? Yes ☒ No ☐ • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes ☐ No ☒	
State Excise Tax Registration Number	
http://dor.wa.gov/BRD/	Account:
Tax Registration Number:	Open ☒ Closed ☐
602-456-795	
Certification of Compliance with Wage Payment Statutes Clause Signed	
(See Proposal Signature Page or Signed Certification Form) Yes ☒ No ☐	
Not Disqualified from Bidding	
http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes ☐ No ☒	
Excluded Parties Listing System (Federal Funded Projects)	
http://www.sam.gov	
Does the Bidder have an Active Exclusion? Yes ☐ No ☒	
Checked by:	
Name:	Date:
Andrew Decker	09/26/2018



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: City Attorney Employment Agreement with Carol A. Morris		Agenda Item #:	2H
		For Agenda of:	October 2, 2018
		Prepared by:	Carol Morris
ATTACHMENTS (list): ☒ DRAFT Resolution 18-0xxx ☒ City Attorney Employment Agreement with attachment (Position Description)			
Approval of Materials:			
Mayor, Daryl Eidinger	☐	Expenditure Required:	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☒	Appropriation Required:	
City Clerk, Rachel Pitzel	☐	Timeline: none	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
The cost of legal services was trending down from approximately \$180,000 per year to \$140,000 In 2017. In 2018 our code rewrites, litigation costs, and expected code enforcement activity, which the City has not actively been able to address due to budget constraints, has staff estimating a cost of \$210,000. Although the 2018 cost of converting the Contract City Attorney to an employee will be higher than estimated, for 2018 it is estimated to save the City approximately \$43,000. The cost for follow on years, higher or lower is estimated to be breakeven, due to increased City compliance, enforcement and the potential that an “in-house” attorney would be available to produce more code revision.			
SUMMARY STATEMENT: The City has the option of hiring outside counsel or a full or part-time city attorney. Up to this point in time, the City has used outside counsel. If the City would like to change this arrangement and hire Carol Morris as the full-time Edgewood City Attorney, she is willing to do so under the attached Employment Agreement. This Employment Agreement has been modeled after the “Model Employment Agreement for In-House Counsel,” dated 6/15/15, and which was drafted by the International Municipal Lawyers Association, which is available on-line.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Discuss at study session.			
ALTERNATIVES TO RECOMMENDED ACTION: Forward to a future study session for further discussion.			

RESOLUTION NO. 18-0xxx

A RESOLUTION OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO THE EMPLOYMENT OF THE CITY ATTORNEY, AUTHORIZING THE MAYOR TO SIGN THE EMPLOYMENT AGREEMENT WITH CAROL A. MORRIS AS CITY ATTORNEY, ALL AS PROVIDED IN CHAPTER 2.20 OF THE EDGEWOOD MUNICIPAL CODE, THE ATTACHED EMPLOYMENT AGREEMENT AND RELATED JOB DESCRIPTION.

WHEREAS, RCW 35A.12.020 requires the City to make provision for legal counsel, either by appointment of a city attorney or on a full-time or part-time basis, or by any reasonable contractual arrangement; and

WHEREAS, the City has hired Carol Morris as the City Attorney on a contractual basis; and

WHEREAS, the City desires to hire Carol Morris on a full-time basis, under the terms and conditions of the Employment Agreement attached hereto as Exhibit A, in order to perform the duties of City Attorney as provided in chapter 2.20 EMC and the job description attached to the Employment Agreement as Exhibit 1; and

WHEREAS, the City Council considered the Employment Agreement during a regular City Council meeting on October 9, 2018;

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

Section 1. The City Council hereby authorizes the Mayor to sign the City Attorney Employment Agreement with Carol A. Morris, attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

CITY OF EDGEWOOD

Daryl Eiding, MAYOR

ATTEST/AUTHENTICATED:

Rachel Pitzel, City Clerk

CITY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement, made and entered into this ____ day of October, 2018, by and between the City of Edgewood, a Washington municipal corporation (hereinafter the “City” or “Employer”), and Carol A. Morris (hereinafter called “Morris” or “Employee”).

The City desires to employ Morris as the City Attorney and Morris has agreed to serve in this capacity. Therefore, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

Section 1 – Term. This Agreement shall remain in full force and effect beginning on the date it is signed by both parties and shall extend until December 31, 2025, or until terminated by the Employer or Employee as provided in Section 8 of the Agreement.

Section 2 – Licensure. Employee warrants and agrees that Employee is licensed to practice law in the State of Washington without limitation. Employee must maintain Employee’s license to practice law in good standing throughout the term of this Agreement as a condition of employment. Should the Employee no longer be authorized to practice law in Washington, this contract will terminate immediately for good cause.

Section 3 – Duties.

A. Employer employs the Employee as City Attorney to perform the duties specified in Edgewood Municipal Code chapter 2.20 and the job description (attached hereto as Exhibit 1 and incorporated herein by this reference), and to perform other legally permissible and proper duties and functions of the position.

B. All duties assigned to the Employee by the Mayor and/or City Council shall be appropriate to and consistent with the professional role and responsibility of the Employee.

Section 4 – Compensation. Employer agrees to pay Employee an annual salary of \$10,500. The Employee’s salary will receive an annual cost-of-living adjustment on the same terms that such an adjustment is provided the City’s other management level, non-represented employees. Additional adjustments to the Employee’s compensation may be made at the discretion of the City based on a review of City policy, the City’s financial condition, the labor market for similar positions, the compensation provided to other employees and employee groups within the City, the Employee’s performance (see, Section 7 on Performance Evaluations), and such other considerations as the Mayor and City Council may deem relevant.

Section 5 – Health and Disability Benefits.

A. The Employer agrees to provide health and other insurance benefits on the same terms as those benefits are provided to other management-level, non-represented employees of the City.

B. The Employee will accrue annual leave at the same rate as provided to other management-level, non-represented employees of the City.

C. The Employee will be covered under the disability program provided by the City to other management-level, non-represented employees of the City.

D. The Employer agrees to enroll the Employee into the City's retirement plan and to make all the appropriate contributions on the Employee's behalf in the same manner as it provides to the management-level, non-represented employees of the City.

E. The Employee will receive any other benefits provided by and be subject to any obligations included in, personnel policies applicable to non-represented employees as may from time-to-time be adopted or amended by the City, provided that no such policy will be applicable to the extent that it conflicts with a term of this Agreement.

Section 6 – General Business Expenses.

A. When the Employee is required to use the Employee's own vehicle in the performance of the Employee's duties, the Employer will reimburse the Employee in the same manner as the City reimburses other employees for mileage.

B. Employer agrees to pay for licensing fees or charges that are required of lawyers to practice law in the State of Washington and professional dues, as necessary and desirable for the Employee's continued professional participation, growth and advancement, and for the good of the Employer. These associations include the Washington State Bar, the Pierce County Bar and the Washington State Association of Municipal Attorneys ("WSAMA").¹

C. Employer also agrees to budget and pay for Continuing Legal Education learning programs, together with travel and other subsistence expenses of Employee that are necessary for the Employee's professional development and maintenance of the Employee's required CLE obligations and for good of the Employer.

D. Employer shall provide the Employee with all equipment customer and necessary for the performance of her employment, including computer, internet service and mobile telephone, at the sole cost and expense of the City. Employee may use the equipment only as provided by the Employer's applicable policies.

¹ I have been a member of WSAMA so long that I don't have to pay the annual dues, but I do have to pay registration for seminars.

Section 7 -- Performance Evaluation.

A. Employer should annually review the performance of the Employee in December, subject to a process, form, criteria and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period, (2) following that discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the initial evaluation meeting.

B. To the extent permitted by law, the evaluation of any complaints against the Employee shall be conducted in executive session of the legislative body with the Employee present, and shall be considered confidential to the extent permitted by law. However, upon the request of the Employee, a public hearing or a meeting open to the public shall be conducted upon such complaint, as provided in RCW 42.30.110(1)(f). Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

C. Annually, the Employer and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Employer's organization in the attainment of the Employer's policy objectives, and the Employer and Employee shall further establish a relative priority among those various goals and objectives to be reduced to writing. The annual performance reviews and evaluations shall be reasonably related to the Employee's written job description and shall be based, in whole or in part, on goals for the Employee's performance that are jointly developed and adopted by the Employer and Employee.

Section 8 – Termination.

A. Involuntary Termination. For the purpose of this Agreement, involuntary termination shall occur when:

1. The majority of the governing body votes to terminate the Employee in accordance with Title 35A RCW or other applicable law, at a properly posted and duly authorized meeting of the City Council.

2. If the Employer or the Washington State Legislature acts to amend any provisions of Title 35A RCW, the Edgewood Municipal Code or the job description attached hereto as Exhibit 1, pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of

government or the duties of the Employee, then the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. If the Employee resigns at the request of the Employer, whether formal or informal, then the Employee may declare a termination as of the date of the request.

5. In those situations where a breach of contract can be cured, breach of contract may be declared by either party with a thirty (30) day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 15.

B. Termination. The Employer may terminate the Employee with or without good cause at any time.

C. Definition of Good Cause. For purposes of this Agreement, the term “good cause” is defined as follows:

1. Failure to fulfill the Employee’s Duties as required in this Agreement;
2. Incompetence in the performance of the Employee’s duties as documented by evaluations, supplemental memoranda, or other written communication from the Employer; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Employer has provided the Employee a reasonable opportunity to remediate any incompetency;
3. Insubordination or failure to comply with lawful written Employer directives, unless compliance with such directive would violate the law or ethical rules applicable to the Attorney;
4. Neglect of duties;
5. Drunkenness or excessive use of alcoholic beverages;
6. Illegal use of drugs, hallucinogens, or other substances regulated by state law;
7. Conviction of a felony involving moral turpitude;

8. Disability, not otherwise protected by law, that impairs performance of the required duties of the Employee;
9. Knowingly falsifying records or documents related to the Employer's activities;
10. Knowing misrepresentation of material facts to the Employer or other City officials in the conduct of the Employer's business;
11. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public funds or other funds or other property, real, personal, or mixed, owned by or entrusted to the Employer, any agency or corporation thereof, or the Employee in the Employee's official capacity; or
12. Loss of license to practice law.

Section 9 – Termination for Good Cause – Benefits. In the event that the Employee is terminated under the provisions of Section 8 of this Agreement for good cause, the Employer is not required to pay severance, but is required to recognize and pay benefits that have vested and to which Employee is entitled under the Employer's personnel policies, state law or federal law.

Section 10 – Involuntary Termination. The Employer must pay severance as described below to the Employee when employment is involuntarily terminated without good cause.

A. Employer shall provide a minimum severance payment equal to all amounts then due and owing to the Employee, plus six (6) month's salary at the then current rate of pay, less customary payroll deductions. This severance shall be paid in a lump sum or in a continuation of the salary on the existing biweekly basis, at the Employee's option.

B. The Employee shall also be compensated for all vacation leave, all paid holidays (if holidays are not incorporated in the salary paid under the previous paragraph) and any leave or other payments to which the management-level, unrepresented employees of the City would be entitled if terminated without good cause. The Employer agrees to make a contribution to the Employee's deferred compensation account based on the value of this compensation, calculated using the then current annual salary of Employee at the date of termination, divided by two thousand and eighty (2080) hours. If the amount of the contribution under this subsection exceeds the limit under the Internal Revenue Code for a contribution to the Deferred Compensation Plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

C. For a minimum period of one year following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).
2. Any other available benefits to which the Employee is entitled under this Agreement or to which other management-level, unrepresented employees would be entitled if involuntarily terminated without good cause.
3. The termination and severance of Employee shall be in accordance with a Separation Agreement agreed to by Employee and Employer.

Section 11 – Resignation. Nothing in this Agreement shall prevent, limit or interfere with the right of the Employee to resign or to retire at any time. In the event the Employee desires to resign or retire, the Employee shall give written notice to the Employer at least thirty (30) days prior to separation. The Employer shall have no obligation to pay Attorney any further compensation after the expiration of the notice period. Upon the effective date of resignation or retirement, the Employer shall pay to the Employee all accrued vacation leave and other leave to which the Employee is entitled under this Agreement or to which other management-level, unrepresented employees would be entitled if the other management-level, unrepresented employee resigned. Failure to give the required thirty (30) day notice constitutes a waiver and forfeiture of pay for all accrued vacation leave and other leave.

Section 12 – Hours of Work.

The Employer acknowledges that at the time of execution of this Agreement, the Employee’s home is located 56 miles from Edgewood. Employee currently plans to move closer to Edgewood, but cannot predict when her move will take place (given the location and physical condition of the home). Therefore, Employee has currently committed to attendance in City Hall on Tuesdays and Fridays until she moves.

The Employee acknowledges that the proper performance of the duties of the Employee will require the Employee to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Employee agrees to devote such additional time as necessary for the full and proper performance of the Employee’s duties and that the compensation herein provided includes the compensation for the performance of all such services. However, the Employer intends that reasonable time off be permitted the Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Attorney.

The Employee will devote full time and effort to the performance of the Employee’s duties, and shall remain in the exclusive employ of the Employer, during the term of this Agreement; provided that, with the prior consent of the Employer, the Employee may accept temporary, outside professional employment which will not in any way interfere with the performance of, or the Employee’s availability for the performance of, the

Employee's duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Employee is compensated and which are performed on the Employee's time off. The Employer encourages the Employee to accept invitations to speaking engagements, writing or other opportunities to communicate with the community, subject to the rules regarding confidentiality and attorney-client privilege to make use and share data and information with relevant persons and groups, and encourages the Employee to participate in pertinent seminars, groups, associations and organization, as well as informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Employee to perform the Employee's Duties.

Unless prohibited by law or ethical requirements, the Employee may offer *pro bono* services in conjunction with the requirements of the Washington State Bar without violating this Agreement.

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with the Employee's responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the Employer.

Section 13 – Indemnification.

In addition to any requirement of Federal, State or local law, and to the extent permitted by chapter 2.45 of the Edgewood Municipal Code, Employer shall indemnify, defend and hold Employee harmless against any and all claims (even if the allegations are without merit) or judgments for damages or injunctive relief arising from, related to, or connected with any tort, professional liability claim or demand or other claim, whether civil, criminal, administrative, arbitral or investigative, arising out of any alleged act or omission by Employee occurring in the performance of Employee's duties or resulting from the exercise of judgment or discretion by Employee in connection with the performance of her duties or responsibilities, unless the act or omission involved willful or wanton misconduct. In the event that the provision of legal representation by Employer may reasonably present a legal conflict of interest, the Employee may request independent legal representation at Employer's expense, and Employer may not unreasonably withhold approval of such request. Legal representation provided by Employer for Employee shall extend until a final unappealable determination of the legal action. In the event that independent legal representation is provided to the Employee, any settlement of any claim against Employee may not be made without prior approval of the Employer. Employee recognizes that Employer shall have the right to compromise any claim against Employee for which Employer is providing the defense.

Section 14 -- Other Terms and Conditions of Employment. The Employer, upon agreement with the Employee, may fix other terms and conditions of employment, as it

may determine from time to time, provided such terms and conditions are not inconsistent with or conflict with any provisions of law.

Section 15 -- Notices. Notice pursuant to this Agreement may be given by personal service, by email, by nationally recognized courier, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

A. Employer: City of Edgewood, Attn: Mayor, 2224 – 104th Avenue East, Edgewood, WA 98372.

B. Employee: Carol A. Morris, P.O. 7223 Seawitch Lane N.W., P.O. Box 948, Seabeck, WA 98380.

Notice shall be deemed given as of the date of personal service or e-mail, as of the date of delivery by courier, or as the date five days after the date of deposit in the U.S. Mail, postage prepaid.

Section 16 -- General Provisions.

A. Merger. This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement.

B. Amendments. The Employer and Employee by mutual written agreement may amend this Agreement. Such amendments shall be incorporated into and made a part of this Agreement.

C. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

D. Severability. If this Agreement contains any unlawful provision which is not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect, and shall, upon agreement by the parties, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Employer:

THE CITY OF EDGEWOOD

By _____
Mayor Daryl Eiding

Executed this ____ day of October, 2018.

Employee:

CAROL A. MORRIS

By _____
Carol A. Morris

Executed this ____ day of October, 2018.