



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, December 22, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. AUDIENCE COMMENT

3. MAYOR'S REPORT

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

The following items are presented for Council approval:

- A.** Regular City Council Meeting Minutes of December 8, 2020
- B.** Study Session Meeting Minutes of December 15, 2020
- C.** Review of Commission, Committee and Board Meeting Minutes
- D. AB20-063** - a motion approving December Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$129,224.77; and Vendor Check Numbers 24700 through 24730 with EFT and Direct Pay Payments in the amount of \$394,790.02; and Void Check #24659 in the amount of \$<129.01>. Total distributions submitted for review and authorization in the amount of \$523,885.78
- E. AB20-064** - approving the 2019 SAO Annual Audit for publication
- F. AB20-0541** - a motion approving Resolution No. 20-0541, authorizing the Mayor to execute a Professional Services Contract with FCS Group
- G. AB20-0542** - a motion approving Resolution No. 20-0542, authorizing the Mayor to declare miscellaneous obsolete computer equipment, electronics, and automobiles as surplus, and administer the donation or sale of the items
- H. AB20-0543** - a motion approving Resolution No. 20-0543, relating to the City's open space program, designating property owned by 1. Kirsten Holmquist, Parcel No. 0420096043, located at 2209 88th Avenue East involving 1.77 acres out of 2.77 acres and; 2. Stephen L & Jane W Smith, Parcel No. 0420104138, located at 2614 117th Avenue East involving 9.30 acres out of 10.80 acres, as open space for property tax purposes under the City and pierce county's open space current use assessment program
- I. AB20-0544** - a motion approving Resolution No. 20-0544, authorizing the Mayor to execute a contract with Pierce Transit - Pierce County Combined Communications Network (CCN) to use Single County Wide Communications System and the maintenance of city owned radio equipment
- J. AB20-0545** - a motion approving Resolution No. 20-0545, requesting the Mayor to execute an amendment extending the Law Enforcement Service Contract with Pierce County through December 31, 2021

5. COUNCIL BUSINESS

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

- A. AB20-065** - a motion to approve the removal of Jerrod Goode from Position No. 3 of the Planning Commission
 - B. AB20-0595** - a motion adopting Ordinance No. 20-0595, amending the Budget for the 2020 Fiscal Year
 - C. AB20-0597** - a motion adopting Ordinance No. 20-0597, accepting the donation of land, Pierce County Tax Parcel Number 042008-4081, located North of 25th Street East and Westridge Parkway in Edgewood, and authorizing the Mayor to execute such documents required to complete the land transfer to the city
- 6. COUNCIL COMMENTS**
 - 7. ADJOURN**



CITY OF EDGEWOOD

12.08.2020 RCM AGENDA MEETING AGENDA SUMMARY

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

1 CALL TO ORDER

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

Present: Mayor Eidinger, Councilmember West, Councilmember Day, Councilmember Christopherson, Councilmember Wise, Councilmember Tomin, Councilmember Lowry

Absent: Deputy Mayor Creley (Technical difficulties)

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community & Economic Development Director Darren Groth, Jeremy Metzler Public Works Director, Matthew Ray, IT Director, Sergeant Pat Burke, Pierce County Sheriff Department Chief of Staff Mike Blair

Councilmember Day requested Consent Agenda Item E be moved to Council Business Item A for further discussion.

2 AUDIENCE COMMENT

There was no audience comment.

3 MAYOR'S REPORT

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

Deputy Mayor Creley joined the meeting at 7:06pm

4 CONSENT AGENDA

- A. Regular City Council Meeting Minutes of November 24, 2020
- B. Study Session Meeting Minutes of December 1, 2020
- C. AB20-061 - a motion approving December 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of \$171,681.84; and Vendor Check Numbers 24673 through 24699 with EFT and Direct Pay Payments in the amount of \$673,186.44. Total distributions submitted for review and authorization in the amount of \$844,868.28
- D. **AB20-0540** - a motion approving Resolution No. 20-0540, amending the existing purchase card (State Sponsored Visa) policy to clarify distribution of credit cards and administer duties
Motion: As read, **Action:** Approve, **Moved by** Councilmember West, **Seconded by** Councilmember Tomin. Motion passed unanimously.

5 COUNCIL BUSINESS

- A. AB20-062** - Code Compliance Manager and Development Review Coordinator job descriptions
Councilmembers discussed their thoughts on this agenda item.
Motion: Postpone the Code Compliance Manager, and Development Review Coordinator job descriptions until the January 26, 2021 Regular Council Meeting
Action: Approve, **Moved by** Deputy Mayor Creley, **Seconded by** Councilmember Day. Motion passed 4-3 (Lowry, Christopherson, Wise)
- B. AB20-0589** - a motion adopting Ordinance No. 20-0589, relating to Flood Hazard Reduction; amending EMC Ch. 14.80; amending EMC Section 14.20.010; amending EMC Section 13.05.170
Public Works Director Metzler briefed on this agenda item, there were no questions.
Motion: As read, **Action:** Approve, **Moved by** Councilmember Wise, **Seconded by** Councilmember Tomin. Motion passed unanimously.
- C. AB20-0590** - a motion adopting Ordinance No. 20-0590, relating to Land Use and Zoning, adopting Findings and Conclusions; amending the Comprehensive Plan in accordance with Chapter 18.60 of the EMC and RCW 36.70A.130; stating intent to adopt corresponding Development Regulations; directing the Planning Director to submit this Ordinance to the Dept. of Commerce
Community and Economic Development Director Groth discussed this item again briefly.
Motion: As read, **Action:** Approve, **Moved by** Councilmember Lowry, **Seconded by** Councilmember Christopherson. Motion passed unanimously.
- D. AB20-0591** - a motion adopting Ordinance No. 20-0591, amending EMC Section 18.90.140, related to construction work hours for permitted land development and construction activities
Community and Economic Development Director Groth discussed this code change agenda item again briefly with Council.
Motion: As read, **Action:** Approve, **Moved by** Councilmember Christopherson, **Seconded by** Councilmember Wise. Motion passed unanimously.
- E. AB20-0592** - a motion adopting Ordinance No. 20-0592, amending EMC Section 18.40.180 related to Notice of Application requirements for Land Use permits and decisions
Community and Economic Development Director Groth discussed the purpose of this item in getting Edgewood more in line with state law.
Motion: As read, **Action:** Approve, **Moved by** Councilmember Lowry, **Seconded by** Councilmember Wise. Motion passed unanimously.
- F. AB20-0593** - a motion adopting Ordinance No. 20-0593, adopting the Budget and Salary Schedule for the 2021 Fiscal Year
Discussion ensued between Council and staff.
Motion: Amend, Ordinance No. 20-0593, the Budget and Salary Schedule for the 2021 Fiscal Year to reflect the staff addition of only one police officer and one building inspector position, **Action:** Approve, **Moved by** Deputy Mayor Creley, **Seconded**

by Councilmember Day. **Motion Passed** 4-3 (Lowry, Wise, Christopherson)

- G. AB20-0594** - a motion adopting Ordinance No. 20-0594, relating to Land Use and Zoning, adopting Findings and Conclusions; amending the Zoning Map in accordance with Chapter 18.60 of the EMC; directing the Planning Director to submit this Ordinance to the Department of Commerce

Community and Economic Development Director Groth briefed on this agenda item.

Motion: As read, **Action:** Approve, **Moved by** Councilmember Day, **Seconded by** Councilmember Wise. Motion passed unanimously.

6 COUNCIL COMMENTS

Mayor Eidinger, Councilmember Tomin, Councilmember Day, Councilmember West, Councilmember Lowry, Councilmember Wise, City Attorney Soto, and Deputy Mayor Creley spoke.

7 ADJOURN

Mayor Eidinger adjourned the meeting at 8:12pm.



CITY OF EDGEWOOD

12.15.2020 STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, December 15, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

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

Excused: Councilmember Wise

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, IT Director Matthew Ray, Pierce County Sheriff Department Chief of Staff Mike Blair, Sergeant Pat Burke

2 COUNCIL BUSINESS

A. Discussion – Development Review

Planning Manager Emily Arteché discussed this reoccurring housekeeping item with those in attendance. Council requested the topic of underground utilities for subdivisions be pushed back to the Planning Commission for further review, and a subsequent recommendation to Council.

B. Discussion – Resolution – Affirmation of Open Space Classification

Planning Manager Emily Arteché continued on with a presentation for this agenda item. Discussion then ensued between Council and staff, ending with Council requesting it be placed on the upcoming Consent Agenda.

C. Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)

Mayor Eidinger and Council reviewed and discussed the training provided on December 12, by the National League of Cities.

D. Discussion – Resolution – Equipment/Vehicle Surplus

City Clerk/HR Director Rachel Pitzel brought this item forward for Council approval to move forward to the Consent Agenda at next weeks meeting.

E. Discussion – Resolution – Pierce County Radio and Maintenance Agreement

IT Director Matthew Ray brought this item forward for discussion, explaining the three agreements brought forward. Council agreed to placing it on the following weeks Consent Agenda.

F. Discussion – Ordinance – Connor Homes Property Donation

Public Works Director Jeremy Metzler discussed this agenda item reviewing an image of the property and taking Council questions.

G. Discussion – Resolution – Hazardous Tree – 4200 block W Valley Hwy

Public Works Director Jeremy Metzler continued with this agenda item explaining it as an existing hazard issue that the City of Summer took care of.

H. Discussion – Resolution – FCS Fee Schedule

Assistant City Administrator Dave Gray discussed this agenda item and it's cost, and

then answered Council questions.

I. Discussion – Resolution – Pierce County Sheriff Contract Addendum

Assistant City Administrator Dave Gray discussed this agenda item reviewing the annual contract with the Pierce County Sheriffs Department.

J. Discussion – 2019 SAO Annual Audit

Assistant City Administrator Dave Gray discussed this agenda item reporting that once again there were no findings.

K. Discussion – Ordinance – 2020 Budget Amendment

Assistant City Administrator Dave Gray reported on this housekeeping item, and after there were no questions.

3 OTHER COUNCIL ITEMS

Councilmember Day spoke

Councilmember West spoke

Councilmembers decided to cancel the December 29, 2020 meeting.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 7:54pm.

Jill S. Herrera
Communications Coordinator/ Deputy City Clerk

Daryl Eidinger
Mayor



CITY OF EDGEWOOD
PLANNING COMMISSION MEETING MINUTES

Monday, November 9, 2020 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E
Meeting Held Virtually via Zoom

1. **CALL TO ORDER:** Chair Overfield called meeting to order at 6:03 PM
 - A. **Commissioners Present:** Guillory; Overfield; Wagner; Pincas; Ramirez, Slate
 - B. **Commissioners Absent:** Goode
 - C. **Staff Member(s) Present:** Darren Groth, Community and Economic Development Director
Emily Arteche, Planning Manager
Evan Hietpas, Planning Technician
Jeremy Metzler, Public Works Director
 - D. **Others Present:** Councilmember Tomyn
2. **CONSENT AGENDA:** Wagner moved to APPROVE as presented, Pincas seconded.
Commission voted 6-0 to approve the Consent Agenda.
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:**
 - A. 2020 Comprehensive Plan Amendments
 - i. Chair Overfield opened public hearing at 6:05.
 - ii. Groth introduced the public hearing item.
 - iii. *Public Comment 1:* Chris Ferko on behalf of Barghausen Consulting Engineers.
(Agent for Bridge Development Partners application #19-1569, request #1)
 - a. Ferko spoke in favor of request #1, and requested the approval of the 2020 Comprehensive Plan Amendments.
 - iv. Chair Overfield closed public hearing at 6:21.
 - B. Construction Work Hours
 - i. Chair Overfield opened public hearing at 6:22.
 - ii. Hietpas introduced the public hearing item.
 - iii. No public comments received.
 - iv. Chair Overfield closed public hearing at 6:25.
 - C. Notice of Application Requirements
 - i. Chair Overfield opened public hearing at 6:26.
 - ii. Hietpas introduced the public hearing item.
 - iii. No public comments received.
 - iv. Chair Overfield closed public hearing at 6:27.
 - D. Flood Code Update
 - i. Chair Overfield opened public hearing at 6:28.
 - ii. Metzler introduced the public hearing item.
 - iii. No public comments received.
 - iv. Chair Overfield closed public hearing at 6:30.

5. NEW BUSINESS:

A. Action Items:

i. 2020 Comprehensive Plan Amendments

- a.** Planning Commission and city staff discussed request #5- Transportation Systems Plan, as it related to the “Planned Alleys” shown in Figure 9 (Functional Classification System) and Figure 10 (Principal Arterial Intersections) of the Public Hearing attachment #2.
- b.** Planning Commission recommended modifying Figures 9 and 10. The Commission recommended changing the language used from “Planned Alley” to “Planned Connection” on the City’s Comprehensive Plan transportation maps. This modification will allow further discussion on these connections with the Commission in the future.
- c.** Guillory motioned the approval of the 2020 Comprehensive Plan Amendments, with one modification (described above). Ramirez seconded. Commission voted 6-0 to recommend approval.

ii. Construction Work Hours

- a.** Pincas motioned to approve code modification, as presented. Wagner seconded. Planning Commission voted 6-0 to recommend approval.

iii. Notice of Application Requirements

- a.** Guillory motioned to approve code modification, as presented. Pincas seconded. Planning Commission voted 6-0 to recommend approval.

iv. Flood Code Update

- a.** Ramirez motioned to approve flood code update, as presented. Wagner seconded. Planning Commission voted 6-0 to recommend approval.

B. Discussion Items:

i. Public Works Standards

- a.** Metzler introduced the efforts being made to adopt specific City of Edgewood Public Works development standards. Currently, the Edgewood Municipal Code references Pierce County regulations.
- b.** City staff and the Planning Commission discussed site improvement requirements.
- c.** This discussion item will be included in future Planning Commission agendas.

ii. Street Light Standards

- a.** Hietpas opened the discussion, presented the October public survey results, and outlined the projected timeline for this discussion item.
- b.** Discussion ensued. This item will be included in the December 14th meeting agenda.

iii. Tree Preservation

- a.** Hietpas opened discussion by outlining the short-term and long-term goals for this item. Hietpas presented a draft of proposed code amendments relating to significant tree preservation.
- b.** Discussion ensued. Planning Commission provided a few minor additions and revisions to the proposed code amendments.
- c.** City staff will provide an updated code amendment draft for discussion at the December 14th meeting.

iv. Lot of Record Code Amendment

- a.** Groth opened discussion, and presented the proposed code amendment draft.
- b.** Discussion ensued. Planning Commission recommended having a public hearing on this code amendment at the December 14th meeting.

v. Nonconforming Status Code Amendment

- a.** Groth opened discussion, and presented the proposed code amendment draft.
- b.** Discussion ensued. Planning Commission recommended having a public hearing on this code amendment at the December 14th meeting.

vi. 2021 City-initiated Comprehensive Plan Amendments

- a.** Hietpas opened discussion.
- b.** City staff and the Planning Commission did not identify any proposed amendments.

vii. 2021 Work Plan

- a.** Hietpas provided a status update for all 2020 Work Plan items, and presented several topics that the Planning Commission may consider to include in their 2021 Work Plan.
- b.** Discussion ensued. Future discussion will occur leading up to the Joint meeting with City Council for final adoption of the 2021 Work Plan.

viii. 2020 Work Plan

- a.** Planning Commission was given the opportunity to discuss any 2020 Work Plan item. No discussion ensued.

6. STAFF COMMENTS:

- A.** Hietpas announced that the upcoming winter edition of the Edgewood magazine will include a brief article highlighting the Planning Commission. This article was written in an effort to garner more public participation at Planning Commission meetings.

7. COMMISSIONER COMMENTS:

- A.** Chair Overfield asked if City staff has had any correspondence with Commissioner Goode. City staff informed Chair Overfield that they have not heard from Goode, and it may be appropriate to appoint a new commissioner in the future to have seven active commissioners.

8. ADJOURN:

Chair Overfield adjourned meeting at 7:58



CITY OF EDGEWOOD

PARKS AND RECREATION ADVISORY BOARD MINUTES

Thursday November 5, 2020 – 6pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Brian Levenhagen called the meeting to order at 6:00pm

2. ROLL CALL

Present: Brian Levenhagen, Jeff Southard, , Anne Percival, Bill Hilton, Mike Barnett

Absent: Linda Howard

Excused: Mary Grace Eala

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

3. APPROVAL OF MEETING MINUTES

Anne Percival **MOVED**, seconded by Jeff Southard to approve the September 30, 2020 Meeting Minutes.

APPROVED (5-0)

4. OLD BUSINESS

- Eagle Scout Projects
Board members discussed previous scout projects completed throughout the city. Taking inventory of current needs, and which projects should be at the forefront.
- Parks Level of Service
Public Works Director Metzler shared information obtained from other agencies regarding parks maintenance and operation tasks, concluding 1.5 FTEs should be allocated to our parks to keep up appearances. He will be going to Council to request bringing on another Maintenance Technician mid-year (in time for the new park).
- Tree Lighting
IT Director Ray discussed the plan for a drive-thru tree lighting on November 27, 2020. Taking photos of the children in their vehicles, with Santa handing them pre-packaged candy canes. Photos will then be available for the parents to upload after the event. Placement of the tree, traffic management and request for volunteers were also discussed.

NEW BUSINESS

- Chair and Vice Chair Nominations
Anne Percival **MOVED**, seconded by Jeff Southard to retain Brian Levenhagen as Chair
APPROVED 5-0.
Bill Hilton **MOVED**, seconded by Anne Percival to retain J. Southard as Vice Chair
APPROVED 5-0.

- Re-Cap of Ground Breaking Ceremony
Chair Levenhagen discussed the event, and thanked staff for all their hard work. Public Works Director Metzler shared his sentiments, and then invited prior Parks and Recreation Advisory Board member Diane Kerlin to speak.
- Nelson Nature Park – Rehab Plan
Public Works Director Metzler discussed the removal of several dying and diseased trees over the last year, and the impact their removal has had on the park. Board members recommended hiring a forestry consultant service to come in to assess and instruct the city on how to rehabilitate the property moving forward.

5. **ADJOURN** – 7:13PM



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-063 - a motion approving December Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$129,224.77; and Vendor Check Numbers 24700 through 24730 with EFT and Direct Pay Payments in the amount of \$394,790.02; and Void Check #24659 in the amount of \$<129.01>. Total distributions submitted for review and authorization in the amount of \$523,885.78	Agenda Item #: AB20-063
	For Agenda of: 12/22/2020
	Prepared by: Stephanie Goff
Attachments (list): 1. 122220 Claims Register 2. 122220 Voucher Directory	
Approval of Materials: Stephanie Goff Rachel Pitzel 12/17/2020 Dave Gray 12/18/2020 Daryl Eidinger 12/18/2020	Expenditure Required: \$523,885.78
	Amount Budgeted: \$523,885.78
	Timeline: N/A

Summary Statement:

Approving December Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$129,224.77; and Vendor Check Numbers 24700 through 24730 with EFT and Direct Pay Payments in the amount of \$394,790.02; and Void Check #24659 in the amount of \$<129.01>. Total distributions submitted for review and authorization in the amount of \$523,885.78

Item History:

N/A

Recommended Action:

MOTION to approve under the Consent Agenda AB20-063, December Budgeted Expenditures.

Fiscal Note/Consideration:

City of Edgewood 2020
December 22nd 2020 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
DCP EFT 12/15/2020	Deferred Compensation Program	12/15/2020	\$14,314.46
Direct Deposit Run -	Payroll Vendor	12/15/2020	\$80,387.63
DRS EFT 12/15/2020	Dept of Retirement Systems	12/15/2020	\$20,713.93
DSHS-DCS EFT	WA State Support Registry	12/15/2020	\$275.00
IRS 941 EFT 12/15/2020	IRS 941	12/15/2020	\$13,533.75
Total			\$129,224.77

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
24699 Last Number Issued Previous Authorization			
24700	The Silvan Apts, LLC	12/4/2020	\$15,224.64
24701	Active Construction, Inc.	12/22/2020	\$198,560.56
24702	AHBL	12/22/2020	\$2,325.00
24703	Alpine Products Inc.	12/22/2020	\$478.50
24704	Arctic Glacier USA, Inc.	12/22/2020	\$61.43
24705	City of Edgewood	12/22/2020	\$156.50
24706	Grainger	12/22/2020	\$341.18
24707	Gray & Osborne, Inc	12/22/2020	\$14,078.76
24708	Lakehaven Water & Sewer District	12/22/2020	\$3,321.24
24709	Les Schwab Tire Center	12/22/2020	\$28.55
24710	Madrona Law Group, PLLC	12/22/2020	\$8,402.00
24711	McCarthy & Causseaux	12/22/2020	\$2,036.59
24712	McKinstry Co, LLC	12/22/2020	\$6,436.73
24713	National League of Cities	12/22/2020	\$4,831.00
24714	Office Depot	12/22/2020	\$150.43
24715	Pape Machinery Inc.	12/22/2020	\$7.64
24716	Pierce County Budget & Finance	12/22/2020	\$3,700.60
24717	Pierce County Budget & Finance Court	12/22/2020	\$4,500.00
24718	Pierce County Budget & Finance PW	12/22/2020	\$44,027.11
24719	Pierce County Budget & Finance Sheriff	12/22/2020	\$12,795.88
24720	Pitney Bowes	12/22/2020	\$500.00
24721	Raedeke Associates, Inc.	12/22/2020	\$924.75
24722	Sadler/Barnard & Assoc., Inc.	12/22/2020	\$1,048.00
24723	Shred-it	12/22/2020	\$100.31
24724	State Auditor's Office	12/22/2020	\$4,354.35
24725	The News Tribune	12/22/2020	\$2,541.08
24726	The Watershed Company	12/22/2020	\$2,226.25
24727	Transpo Group	12/22/2020	\$15,025.00
24728	Transportation Systems Inc.	12/22/2020	\$3,764.97
24729	West Coast Code Consultants, Inc.	12/22/2020	\$4,651.25
24730	Whistle Workwear	12/22/2020	\$229.78
Direct Pay Payment	Amazon Capital Services	12/22/2020	\$8,939.72
Direct Pay Payment	American Traffic Solutions	12/22/2020	\$4,750.00
Direct Pay Payment	CDW Government	12/22/2020	\$10,210.09
Direct Pay Payment	CivicPlus, LLC	12/22/2020	\$1,280.00
Direct Pay Payment	Julie Dyer	12/22/2020	\$2,051.00
EFT Payment	Crystal Springs	12/22/2020	\$87.96
EFT Payment	Department of Labor & Industries	12/22/2020	\$134.10
EFT Payment	Murrey's Disposal Company	12/22/2020	\$157.51
EFT Payment	O'Reilly Auto Parts	12/22/2020	\$126.52
EFT Payment	Puget Sound Energy	12/22/2020	\$5,377.31
EFT Payment	Shell	12/22/2020	\$697.23
EFT Payment	US Bank Corporate Payment System	12/22/2020	\$3,839.66
EFT Payment	US Bank ACH/EFT	12/22/2020	\$308.84
Total Claims Voucher Distribution			\$394,790.02

Total Distribution Submitted for Review & Authorization \$524,014.79

Authorization Adjustments: Void Check #24659 \$ (129.01)

Total Distribution Net of Prior Authorized Adjustments \$523,885.78

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

Accounting Manager, Stephanie Goff

Mayor, Daryl Eidinger

Council Member



Voucher Directory

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

Vendor	Number	Reference	Account Number	Description	Amount
Active Construction, Inc.	24701			2020 - December - 2nd Council Meeting	
		121120-AC			
			36th & Meridian Park		
			001-000-000-382-20-00-01	Retainage Deposits	(\$10,450.56)
				36th & Meridian Park- Retainage	
			310-000-000-594-76-41-03	Professional Svs.-Property	\$209,011.12
				36th & Meridian Park	
		Total 121120-AC			\$198,560.56
	Total 24701				\$198,560.56
Total Active Construction, Inc.					\$198,560.56
AHBL	24702			2020 - December - 2nd Council Meeting	
		122336			
			9/26-10/25/20 2020 Comp Plan Processing		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$2,325.00
				9/26-10/25/20 2020 Comp Plan Processing	
		Total 122336			\$2,325.00
	Total 24702				\$2,325.00
Total AHBL					\$2,325.00
Alpine Products Inc.	24703			2020 - December - 2nd Council Meeting	
		TM-199128			
			December Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$478.50
				Krylon Road Paint	
		Total TM-199128			\$478.50
	Total 24703				\$478.50
Total Alpine Products Inc.					\$478.50

Vendor	Number	Reference	Account Number	Description	Amount
Amazon Capital Services					
	Direct Pay	Payment 12/17/2020 3:27:07 PM - 1	2020 - December - 2nd Council Meeting		
		1CC9-7XG3-7L6W			
			November Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$5,920.59
				Cell Phone Boosters, Headsets/Earbuds, HDMI/USB Cables, Laptop Case, USB Hubs, Screen Protectors, Flash Drives	
			001-018-000-518-85-31-03	Computer Hardware	\$2,769.41
				Monitors, Digital Picture Frame, Wireless Drawing Tablets, PowerConf Bluetooth Speakerphone	
			001-076-000-576-80-31-01	Operational Supplies	\$27.49
				Cellophane Wrap- Decoration for Tree Lighting	
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$140.35
				Heavy Duty Link Closer- for Edgemont Park Playground Equipment	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$81.88
				Mailbox- Replacement for Resident (Damaged During Street Work)	
			Total 1CC9-7XG3-7L6W		
			\$8,939.72		
			Total Direct Pay Payment 12/17/2020 3:27:07 PM - 1		
			\$8,939.72		
Total Amazon Capital Services					\$8,939.72
American Traffic Solutions					
	Direct Pay	Payment 12/17/2020 3:27:07 PM - 2	2020 - December - 2nd Council Meeting		
		INV0001401			
			November Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$4,750.00
				November Services	
			Total INV0001401		
			\$4,750.00		
			Total Direct Pay Payment 12/17/2020 3:27:07 PM - 2		
			\$4,750.00		
Total American Traffic Solutions					\$4,750.00
Arctic Glacier USA, Inc.					
	24704		2020 - December - 2nd Council Meeting		
		M610011492			
			November Purchases		
			001-076-000-576-80-32-01	Fuel	\$61.43
				Fuel for Mower	
			Total M610011492		
			\$61.43		
			Total 24704		
			\$61.43		
Total Arctic Glacier USA, Inc.					\$61.43
CDW Government					
	Direct Pay	Payment 12/17/2020 3:27:07 PM - 3	2020 - December - 2nd Council Meeting		
		4711151			
			November Purchases		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$3,832.08

Vendor	Number	Reference	Account Number	Description	Amount
				PO# 2020091- 9 Replacement Apple Keyboards (Council)	
		Total 4711151			\$3,832.08
		5009792			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$941.53
				Toner Cartridges	
		Total 5009792			\$941.53
		5068312			
			November Return		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	(\$979.21)
				Return from PO# 20200088- 9 Apple Keybads (Council)	
		Total 5068312			(\$979.21)
		SE2001634			
			December Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$6,415.69
				Microsoft Teams Deployment	
		Total SE2001634			\$6,415.69
		Total Direct Pay Payment 12/17/2020 3:27:07 PM - 3			\$10,210.09
Total CDW Government					\$10,210.09
City of Edgewood					
	24705			2020 - December - 2nd Council Meeting	
		121020-COE			
			Demo Permit# 20-1616		
			340-000-000-595-20-61-01	ROW Acquisition - Land	\$156.50
				Demo Permit# 20-1616	
		Total 121020-COE			\$156.50
	Total 24705				\$156.50
Total City of Edgewood					\$156.50
CivicPlus, LLC					
	Direct Pay Payment 12/17/2020 3:27:07 PM - 4			2020 - December - 2nd Council Meeting	
	207269				
			December Services		
			001-018-000-518-85-48-02	Software Maintenance	\$1,280.00
				City Logo Revision	
		Total 207269			\$1,280.00
	Total Direct Pay Payment 12/17/2020 3:27:07 PM - 4				\$1,280.00
Total CivicPlus, LLC					\$1,280.00

Vendor	Number	Reference	Account Number	Description	Amount
Crystal Springs					
		EFT Payment 12/17/2020 3:39:06 PM - 1	2020 - December - 2nd Council Meeting		
		15787820 12020			
			Acct# 698722615787820		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$87.96
				City Hall Water	
		Total 15787820 12020			\$87.96
		Total EFT Payment 12/17/2020 3:39:06 PM - 1			\$87.96
Total Crystal Springs					\$87.96
Department of Labor & Industries					
		EFT Payment 12/17/2020 3:39:06 PM - 2	2020 - December - 2nd Council Meeting		
		271869			
			2021 Elevator Operating Certificate		
			001-018-000-518-30-45-07	Operating Permits	\$134.10
				2021 Elevator Operating Certificate	
		Total 271869			\$134.10
		Total EFT Payment 12/17/2020 3:39:06 PM - 2			\$134.10
Total Department of Labor & Industries					\$134.10
Grainger					
	24706		2020 - December - 2nd Council Meeting		
		9728949554			
			November Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$10.85
				Key Organizing Cabinet- PW	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$21.70
				Key Organizing Cabinet- PW	
			410-000-000-531-38-31-01	Operational Supplies	\$21.70
				Key Organizing Cabinet- PW	
		Total 9728949554			\$54.25
		9728949562			
			November Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$26.02
				Safety Glasses- A. Thompson	
		Total 9728949562			\$26.02
		9728949570			
			November Purchases		
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$43.65
				Cordless Jig Saw	
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$87.31
				Cordless Jig Saw	
			410-000-000-594-31-64-04	Equipment	\$87.31
				Cordless Jig Saw	
		Total 9728949570			\$218.27

Vendor	Number	Reference	Account Number	Description	Amount
		9733154935			
			December Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$29.79
				Graffiti Paint Remover	
		Total 9733154935			\$29.79
		9733154943			
			December Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$12.85
				Windshield De-Icer	
		Total 9733154943			\$12.85
	Total 24706				\$341.18
Total Grainger					\$341.18
Gray & Osborne, Inc					
24707					
			2020 - December - 2nd Council Meeting		
		1-G&O Prj. 18626.12			
			122nd & 24th Drainage Topographic		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$12,816.00
				122nd & 24th Drainage Topographic	
		Total 1-G&O Prj. 18626.12			\$12,816.00
		14-G&O Prj. 19614.00			
			General Sewer Plan Update		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	\$1,262.76
				General Sewer Plan Update	
		Total 14-G&O Prj. 19614.00			\$1,262.76
	Total 24707				\$14,078.76
Total Gray & Osborne, Inc					\$14,078.76
Julie Dyer					
		Direct Pay Payment 12/17/2020 3:27:07 PM - 5	2020 - December - 2nd Council Meeting		
		1027-JD			
			12/1-12/15/20 Services		
			001-018-000-518-80-41-01	Contracted IT Services	\$2,051.00
				12/1-12/15/20 Services	
		Total 1027-JD			\$2,051.00
		Total Direct Pay Payment 12/17/2020 3:27:07 PM - 5			\$2,051.00
Total Julie Dyer					\$2,051.00
Lakehaven Water & Sewer District					
24708					
			2020 - December - 2nd Council Meeting		
		Prj. 6320006 November 2020			
			November Services		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$3,321.24

Vendor	Number	Reference	Account Number	Description	Amount
				Meridian Sewer Extension- 36th & Meridian Park	
		Total	Prj. 6320006 November 2020		\$3,321.24
	Total 24708				\$3,321.24
Total Lakehaven Water & Sewer District					\$3,321.24
Les Schwab Tire Center					
	24709			2020 - December - 2nd Council Meeting	
		42700271443			
			December Services		
			001-018-000-518-30-48-06	Maintenance/Repairs-Equipment	\$28.55
				De-Icer Trailer Tire Repair	
		Total 42700271443			\$28.55
	Total 24709				\$28.55
Total Les Schwab Tire Center					\$28.55
Madrona Law Group, PLLC					
	24710			2020 - December - 2nd Council Meeting	
		10519			
			November Services		
			001-019-000-515-41-41-01	Legal Services-External	\$276.00
				November Services	
		Total 10519			\$276.00
		10520			
			November Services		
			001-019-000-515-41-41-01	Legal Services-External	\$7,896.00
				November Services	
		Total 10520			\$7,896.00
		10521			
			November Services		
			001-019-000-515-41-41-01	Legal Services-External	\$230.00
				November Services	
		Total 10521			\$230.00
	Total 24710				\$8,402.00
Total Madrona Law Group, PLLC					\$8,402.00

Vendor	Number	Reference	Account Number	Description	Amount
McCarthy & Causseaux	24711			2020 - December - 2nd Council Meeting	
		213			
			Account# 9018-00M		
			001-019-000-515-41-41-14	Hearing Examiner Legal Fees	\$1,736.59
				Hearing Examiner Svcs	
		Total 213			\$1,736.59
		215			
			Account# 9018-00M		
			001-019-000-515-41-41-14	Hearing Examiner Legal Fees	\$300.00
				Hearing Examiner Svcs	
		Total 215			\$300.00
	Total 24711				\$2,036.59
Total McCarthy & Causseaux					\$2,036.59
McKinstry Co, LLC	24712			2020 - December - 2nd Council Meeting	
		10129314			
			October Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$5,055.40
				PO# 2020061- Glycol Storage Tank Cleanout	
		Total 10129314			\$5,055.40
		10132936			
			November Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,381.33
				November Maintenance	
		Total 10132936			\$1,381.33
	Total 24712				\$6,436.73
Total McKinstry Co, LLC					\$6,436.73
Murrey's Disposal Company				2020 - December - 2nd Council Meeting	
	EFT Payment 12/17/2020 3:39:06 PM - 3				
	9526482				
			November Services		
			001-018-000-518-20-47-03	Waste Disposal	\$157.51
				PW Yard	
		Total 9526482			\$157.51
	Total EFT Payment 12/17/2020 3:39:06 PM - 3				\$157.51
Total Murrey's Disposal Company					\$157.51
National League of Cities	24713			2020 - December - 2nd Council Meeting	
		172050			
			Training- REAL 101		
			001-011-000-511-60-43-01	Travel/Training Costs	\$4,831.00

Vendor	Number	Reference	Account Number	Description	Amount
				REAL 101-Council Training	
		Total 172050			\$4,831.00
	Total 24713				\$4,831.00
Total National League of Cities					\$4,831.00
Office Depot					
	24714			2020 - December - 2nd Council Meeting	
		140601451001			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$150.43
				2021 Desk Calendars, Folders, Copy Paper	
		Total 140601451001			\$150.43
	Total 24714				\$150.43
Total Office Depot					\$150.43
O'Reilly Auto Parts					
	EFT Payment 12/17/2020 3:39:06 PM - 4			2020 - December - 2nd Council Meeting	
		3725-337887			
			October Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$38.44
				Seat Cover, Headlight- 2004 Chevy Silverado	
		Total 3725-337887			\$38.44
		3725-339152			
			November Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$74.69
				(4) USB Sockets for Cell Boosters	
		Total 3725-339152			\$74.69
		3725-339189			
			November Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$13.39
				License Plate Bolts- Radar Trailer	
		Total 3725-339189			\$13.39
	Total EFT Payment 12/17/2020 3:39:06 PM - 4				\$126.52
Total O'Reilly Auto Parts					\$126.52

Vendor	Number	Reference	Account Number	Description	Amount
Pape Machinery Inc.					
	24715			2020 - December - 2nd Council Meeting	
		12374780			
			November Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$7.64
				Air Filter for Blower	
		Total 12374780			\$7.64
	Total 24715				\$7.64
Total Pape Machinery Inc.					\$7.64
Pierce County Budget & Finance					
	24716			2020 - December - 2nd Council Meeting	
		CI-295964			
			November Services		
			001-018-000-518-30-41-01	Professional Services	\$3,700.60
				COE Vehicle Radios Installation	
		Total CI-295964			\$3,700.60
	Total 24716				\$3,700.60
Total Pierce County Budget & Finance					\$3,700.60
Pierce County Budget & Finance Court					
	24717			2020 - December - 2nd Council Meeting	
		CI-295998			
			Q4 2020 Services		
			001-019-000-512-50-41-01	Court Services-Contracted	\$4,500.00
				Q4 2020 Services	
		Total CI-295998			\$4,500.00
	Total 24717				\$4,500.00
Total Pierce County Budget & Finance Court					\$4,500.00
Pierce County Budget & Finance PW					
	24718			2020 - December - 2nd Council Meeting	
		CI-296185			
			November Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$671.12
				November Services	
			101-000-000-542-66-41-03	Snow & Ice Control-Prof Svcs	\$2,262.80
				November Services	
			410-000-000-531-38-41-07	Storm Drainage-Polution Control	\$816.03
				November Services	
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$1,060.00
				November Services	
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$6,087.73
				November Services	
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$33,129.43

Vendor	Number	Reference	Account Number	Description	Amount
				November Services	
		Total CI-296185			\$44,027.11
	Total 24718				\$44,027.11
Total Pierce County Budget & Finance PW					\$44,027.11
Pierce County Budget & Finance Sheriff					
	24719			2020 - December - 2nd Council Meeting	
		CI-296180			
			November Services- OT		
			001-021-000-521-20-41-02	Police Overtime	\$12,795.88
				November Services- OT	
		Total CI-296180			\$12,795.88
	Total 24719				\$12,795.88
Total Pierce County Budget & Finance Sheriff					\$12,795.88
Pitney Bowes					
	24720			2020 - December - 2nd Council Meeting	
		121620-PB			
			December Purchases		
			001-018-000-518-20-42-02	Postage	\$500.00
				Postage Meter Refill	
		Total 121620-PB			\$500.00
	Total 24720				\$500.00
Total Pitney Bowes					\$500.00
Puget Sound Energy					
	EFT Payment 12/17/2020 3:39:06 PM - 5			2020 - December - 2nd Council Meeting	
		300000011233 November 2020			
			November Statement		
			001-018-000-518-30-47-01	Electricity	\$5,377.31
				November Statement	
		Total 300000011233 November 2020			\$5,377.31
	Total EFT Payment 12/17/2020 3:39:06 PM - 5				\$5,377.31
Total Puget Sound Energy					\$5,377.31

Vendor	Number	Reference	Account Number	Description	Amount
Raedeke Associates, Inc.	24721			2020 - December - 2nd Council Meeting	
		58951			
			November Services - Prj. 2018-097		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$33.50
				118 10610 County Line Road E	
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$891.25
				110 19-1134 McCutcheon RUP	
		Total 58951			\$924.75
	Total 24721				\$924.75
Total Raedeke Associates, Inc.					\$924.75
Sadler/Barnard & Assoc., Inc.	24722			2020 - December - 2nd Council Meeting	
		9999			
			4150-Surface Monument Replacement		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$1,048.00
				Surface Monument Replacement- 114th Ave E	
		Total 9999			\$1,048.00
	Total 24722				\$1,048.00
Total Sadler/Barnard & Assoc., Inc.					\$1,048.00
Shell					
	EFT Payment 12/17/2020 3:39:06 PM - 6			2020 - December - 2nd Council Meeting	
	68980517				
			November Statement		
			001-018-000-518-30-32-01	Fuel	\$697.23
				November Statement	
		Total 68980517			\$697.23
	Total EFT Payment 12/17/2020 3:39:06 PM - 6				\$697.23
Total Shell					\$697.23
Shred-it					
	24723			2020 - December - 2nd Council Meeting	
		8180939491			
			November Services		
			001-018-000-518-30-41-01	Professional Services	\$100.31
				November Services	
		Total 8180939491			\$100.31
	Total 24723				\$100.31
Total Shred-it					\$100.31

Vendor	Number	Reference	Account Number	Description	Amount
State Auditor's Office					
	24724			2020 - December - 2nd Council Meeting	
		L139712			
			Audit No. 55087		
			001-019-000-514-23-41-01	State Auditor	\$4,354.35
				2019 Accountability/Financial Audit	
		Total L139712			\$4,354.35
	Total 24724				\$4,354.35
Total State Auditor's Office					\$4,354.35
The News Tribune					
	24725			2020 - December - 2nd Council Meeting	
		255556 11/2-11/29/20			
			November Statement		
			001-019-000-511-30-41-02	Legal Publications	\$2,079.13
				Legal Notice	
			001-058-000-558-60-41-08	Legal Notices/Publications	\$461.95
				Legal Notice	
		Total 255556 11/2-11/29/20			\$2,541.08
	Total 24725				\$2,541.08
Total The News Tribune					\$2,541.08
The Silvan Apts, LLC					
	24700			2020 - December - 2nd Council Meeting	
		100620-SIL			
			24th & Meridian Sidewalks Project		
			350-000-000-595-20-61-01	ROW Acquisition	\$15,224.64
				Land Fee & Construction Easement	
		Total 100620-SIL			\$15,224.64
	Total 24700				\$15,224.64
Total The Silvan Apts, LLC					\$15,224.64
The Watershed Company					
	24726			2020 - December - 2nd Council Meeting	
		2020-1816			
			200912 Edgewood Lake Chalet		
			410-000-000-531-38-41-01	Professional Service	\$2,226.25
				Lake Chalet Critical Area Assessment	
		Total 2020-1816			\$2,226.25
	Total 24726				\$2,226.25
Total The Watershed Company					\$2,226.25

Vendor	Number	Reference	Account Number	Description	Amount
Transpo Group	24727			2020 - December - 2nd Council Meeting	
		25674			
			Prj. 1.18149.00 24th & Meridian Sidewalk		
			350-000-000-595-61-63-01	Pedestrian Projects	\$3,630.00
				24th & Meridian Sidewalk	
		Total 25674			\$3,630.00
		25675			
			Prj. 1.18149.00 SR 161 & Emerald St. Signal Design & Traffic Analysis		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$9,535.00
				SR 161 & Emerald St. Signal Design & Traffic Analysis	
		Total 25675			\$9,535.00
		25676			
			Prj. 1.18149.00 Prologis Park Concurrency Evaluation		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$1,860.00
				Prologis Park Concurrency Evaluation	
		Total 25676			\$1,860.00
	Total 24727				\$15,025.00
Total Transpo Group					\$15,025.00
Transportation Systems Inc.	24728			2020 - December - 2nd Council Meeting	
		5016			
			December Services		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$1,062.92
				36th St E & 122nd Ave E School Zone Flasher Battery Replacement	
		Total 5016			\$1,062.92
		5017			
			December Services		
			001-076-000-576-80-41-01	Professional Services	\$1,483.07
				Edgemont Park Flag Pole Lights Install	
		Total 5017			\$1,483.07
		5018			
			December Services		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$1,218.98
				8th St E School Zone Flashers Repair	
		Total 5018			\$1,218.98
	Total 24728				\$3,764.97
Total Transportation Systems Inc.					\$3,764.97
US Bank ACH/EFT					
	EFT Payment 12/17/2020 3:52:08 PM - 1			2020 - December - 2nd Council Meeting	
		120720-USBank			
			November Safekeeping Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$30.00

Vendor	Number	Reference	Account Number	Description	Amount
				November Safekeeping Fees	
		Total 120720-USBank			\$30.00
		121420-USBank			
			November Analysis Charge		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$278.84
				November Analysis Charge	
		Total 121420-USBank			\$278.84
		Total EFT Payment 12/17/2020 3:52:08 PM - 1			\$308.84
		Total US Bank ACH/EFT			\$308.84
US Bank Corporate Payment System					
		EFT Payment 12/17/2020 3:39:06 PM - 7		2020 - December - 2nd Council Meeting	
		112520-USBank			
			November Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$16.38
				B.Murray-Costco-Clorox Wipes	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$59.94
				B.Whitman-Store Supply Warehouse-Raingear Drying Rack	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$32.96
				B.Murray-Microsoft Store-Wireless Ten Key for Laptop	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$136.28
				B.Whitman-ESI Security-Keys for PW (extra set)	
			001-018-000-518-20-31-08	Wellness Supplies	\$142.43
				J.Bartelson-Camelback-Water Bottles (Incentive for Fall Challenge)	
			001-018-000-518-20-31-08	Wellness Supplies	\$50.00
				J.Bartelson-LoDo Massage LLC-30 Min. Stretch Class (Virtual)	
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$199.20
				B.Murray-USPS-Postage for Oct. Fun Boxes (B.E. Team)	
			001-018-000-518-20-43-04	Employee Meals	\$94.76
				B.Murray-Trackside Pizza-Pizza Thursdays (B.E. Team)	
			001-018-000-518-30-32-01	Fuel	\$52.40
				D.Eidinger-Fred Myer Fuel-2004 Chevy Silverado	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$1,070.67
				J.Privett-Jamar Technologies-GPS Meter for 2019 Ford F350	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$76.88
				D.Eidinger-WeatherTech-Floor Mats for 2013 Ford Explorer	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$74.04
				B.Whitman-In Trick My Truck-Misc. Parts for Snow Plow	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$123.44
				B.Whitman-Battery Systems-Battery for Snow Plow/Core Charge	
			001-018-000-518-85-49-03	Computer Subscriptions	\$17.95
				B.Murray-Cloud Cover Music-City Hall Lobby Music Subscription	
			001-018-000-518-85-49-03	Computer Subscriptions	\$368.12
				M.Ray-Amazon Web Services-Cloud Backup	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-85-49-03	Computer Subscriptions	\$59.99
				M.Ray-Flickr-Annual Subscription	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$215.00
				J.S-Herrera-iStock Photo-Images for Magazine	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$4.00
				J.S-Herrera-Canva-Images for Magazine	
			001-058-000-558-60-31-01	Office & Operational Supplies	\$30.00
				D.Groth-National Assoc. of Parliamentarians-Robert's Rules of Order Book	
			001-058-000-558-60-31-01	Office & Operational Supplies	\$37.47
				J.Fairbanks-Sound Uniform Solutions-Nametags for Ballistic Vest	
			001-058-000-558-60-43-01	Training/Travel Costs	\$20.00
				E.Hietpas-PAW-Training (Economic Dec. Through Recreation)	
			001-058-000-558-60-43-01	Training/Travel Costs	\$35.00
				E.Hietpas-Cvent/MRSC-Training (Inclusive Public Engmt Strategies)	
			001-058-000-558-60-49-01	Memberships	\$99.00
				C.Swearingen-American Planning Assoc.-Annual Membership Fee	
			001-076-000-576-80-31-01	Operational Supplies	\$39.56
				M.Ray-Michaels-Ribbon for Tree Lighting	
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$18.73
				B.Whitman-ArcMate MFG Group-Litter Grabbers	
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$37.46
				B.Whitman-ArcMate MFG Group-Litter Grabbers	
			101-000-000-542-90-49-09	Miscellaneous	\$75.00
				J.Privett-Sound Family Medicine-Annual CDL Physical	
			410-000-000-531-38-31-10	Outdoor Gear	\$483.54
				A.Thompson-Sportco-Chest Waders (2 sets- A.Thompson, B.Whitman)	
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$75.00
				J.Privett-Sound Family Medicine-Annual CDL Physical	
			410-000-000-594-31-64-04	Equipment	\$37.46
				B.Whitman-ArcMate MFG Group-Litter Grabbers	
			501-000-000-594-18-65-03	City Equipment	\$57.00
				D.Eidinger-WA DOL-2020 Utility Trailer License & Registration	
			Total 112520-USBank		\$3,839.66
			Total EFT Payment 12/17/2020 3:39:06 PM - 7		\$3,839.66
			Total US Bank Corporate Payment System		\$3,839.66
West Coast Code Consultants, Inc.					
	24729		2020 - December - 2nd Council Meeting		
		2020-EDG-NOV			
			November Services		
			001-058-000-558-50-41-01	Professional Service	\$4,651.25
				3rd Party Plan Review- Paul Gneiding	
			Total 2020-EDG-NOV		\$4,651.25
			Total 24729		\$4,651.25
			Total West Coast Code Consultants, Inc.		\$4,651.25

Vendor	Number	Reference	Account Number	Description	Amount
Whistle Workwear	24730			2020 - December - 2nd Council Meeting	
		432810			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$229.78
				Boots, Laces, Insoles- G.Mehr	
		Total 432810			\$229.78
	Total 24730				\$229.78
Total Whistle Workwear					\$229.78
Grand Total		Vendor Count	44		\$394,790.02



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-064 - approving the 2019 SAO Annual Audit for publication	Agenda Item #: 4.E
	For Agenda of: 12/22/2020
	Prepared by: Dave Gray
Attachments (list): 1. 2019 SAO Published Audit Report ar1027351	
Approval of Materials: Dave Gray Rachel Pitzel 12/17/2020 Dave Gray 12/17/2020 Daryl Eidinger 12/18/2020	Expenditure Required: \$18,900. Amount Budgeted: 16,000.00 Timeline: 12/15/2020-SS Review & Discussion with Council 12/22/2020-RCM

Summary Statement:

The City has budget has moved to the over 10 million budget mark and is now required to participate in an annual Sate of Washington Auditor's Audit. Once the Audit is performed the State Auditor's Office will publish the audit after a waiting period the City is entitled to contest the results. The City does not contest the results and the Audit has been published.

Item History:

12/15/2020-SS Review & Discussion with Council
 12/22/2020-RCM

Recommended Action:

Public Announcement the Annual Audit has occurred, is published, and available through both the City and the State Auditor's Office.

Fiscal Note/Consideration:



Office of the Washington State Auditor
Pat McCarthy

Financial Statements Audit Report

City of Edgewood

For the period January 1, 2019 through December 31, 2019

Published November 25, 2020

Report No. 1027351





**Office of the Washington State Auditor
Pat McCarthy**

November 25, 2020

Mayor and City Council
City of Edgewood
Edgewood, Washington

Report on Financial Statements

Please find attached our report on the City of Edgewood's financial statements.

We are issuing this report in order to provide information on the City's financial condition.

Sincerely,

A handwritten signature in black ink that reads "Pat McCarthy".

Pat McCarthy
State Auditor
Olympia, WA

Americans with Disabilities

In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at webmaster@sao.wa.gov.

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

**City of Edgewood
January 1, 2019 through December 31, 2019**

Mayor and City Council
City of Edgewood
Edgewood, Washington

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the City of Edgewood, as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the City's financial statements, and have issued our report thereon dated November 18, 2020.

We issued an unmodified opinion on the fair presentation of the City's financial statements in accordance with its regulatory basis of accounting. We issued an adverse opinion on the fair presentation with regard to accounting principles generally accepted in the United States of America (GAAP) because the financial statements are prepared by the City using accounting practices prescribed by state law and the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) manual described in Note 1, which is a basis of accounting other than GAAP. The effects on the financial statements of the variances between the basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

As discussed in Note 8 to the 2019 financial statements, in February 2020, a state of emergency was declared that could have a negative financial effect on the City. Management's plans in response to this matter are also described in Note 8.

INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are

appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of the City's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this

report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.

A handwritten signature in black ink that reads "Pat McCarthy". The signature is written in a cursive, flowing style.

Pat McCarthy

State Auditor

Olympia, WA

November 18, 2020

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

City of Edgewood January 1, 2019 through December 31, 2019

Mayor and City Council
City of Edgewood
Edgewood, Washington

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of the City of Edgewood, for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the City's financial statements, as listed on page 11.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of state law and the *Budgeting, Accounting and Reporting System* (BARS) manual prescribed by the State Auditor described in Note 1. This includes determining that the basis of accounting is acceptable for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Unmodified Opinion on Regulatory Basis of Accounting (BARS Manual)

As described in Note 1, the City of Edgewood has prepared these financial statements to meet the financial reporting requirements of state law using accounting practices prescribed by the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) manual. Those accounting practices differ from accounting principles generally accepted in the United States of America (GAAP). The differences in these accounting practices are also described in Note 1.

In our opinion, the financial statements referred to above present fairly, in all material respects, the cash and investments of the City of Edgewood, and its changes in cash and investments, for the year ended December 31, 2019, on the basis of accounting described in Note 1.

Basis for Adverse Opinion on U.S. GAAP

Auditing standards issued by the American Institute of Certified Public Accountants (AICPA) require auditors to formally acknowledge when governments do not prepare their financial statements, intended for general use, in accordance with GAAP. The effects on the financial statements of the variances between GAAP and the accounting practices the City used, as described in Note 1, although not reasonably determinable, are presumed to be material. As a result, we are required to issue an adverse opinion on whether the financial statements are presented fairly, in all material respects, in accordance with GAAP.

Adverse Opinion on U.S. GAAP

The financial statements referred to above were not intended to, and in our opinion they do not, present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the City of Edgewood, as of December 31, 2019, or the changes in financial position or cash flows thereof for the year then ended, due to the significance of the matter discussed in the above “Basis for Adverse Opinion on U.S. GAAP” paragraph.

Matters of Emphasis

As discussed in Note 8 to the 2019 financial statements, in February 2020, a state of emergency was declared that could have a negative financial effect on the City. Management’s plans in response to this matter are also described in Note 8. Our opinion is not modified with respect to this matter.

Other Matters

Supplementary and Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The Schedule of Liabilities is presented for purposes of additional analysis, as required by the prescribed BARS manual. This schedule is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS

In accordance with *Government Auditing Standards*, we have also issued our report dated November 18, 2020 on our consideration of the City’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to

provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink, reading "Pat McCarthy". The signature is written in a cursive, flowing style.

Pat McCarthy

State Auditor

Olympia, WA

November 18, 2020

FINANCIAL SECTION

City of Edgewood January 1, 2019 through December 31, 2019

FINANCIAL STATEMENTS

Fund Resources and Uses Arising from Cash Transactions – 2019
Fiduciary Fund Resources and Uses Arising from Cash Transactions – 2019
Notes to Financial Statements – 2019

SUPPLEMENTARY AND OTHER INFORMATION

Schedule of Liabilities – 2019

City of Edgewood
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2019

		Total for All Funds (Memo Only)	001 Current Expense Fund	101 Street Fund
Beginning Cash and Investments				
30810	Reserved	10,203,008	1,017,140	328,636
30880	Unreserved	3,622,816	3,622,816	-
388 / 588	Net Adjustments	-	-	-
Revenues				
310	Taxes	5,657,972	4,666,073	193,812
320	Licenses and Permits	644,208	643,808	400
330	Intergovernmental Revenues	560,817	287,696	246,912
340	Charges for Goods and Services	2,736,104	528,376	1,452
350	Fines and Penalties	109,293	81,305	-
360	Miscellaneous Revenues	2,335,814	125,981	9,654
Total Revenues:		12,044,208	6,333,239	452,230
Expenditures				
510	General Government	1,722,519	1,722,519	-
520	Public Safety	2,857,898	2,857,898	-
530	Utilities	1,129,655	-	-
540	Transportation	988,760	-	988,760
550	Natural and Economic Environment	1,665,531	1,665,531	-
560	Social Services	-	-	-
570	Culture and Recreation	184,013	184,013	-
Total Expenditures:		8,548,376	6,429,961	988,760
Excess (Deficiency) Revenues over Expenditures:		3,495,832	(96,722)	(536,530)
Other Increases in Fund Resources				
391-393, 596	Debt Proceeds	-	-	-
397	Transfers-In	1,557,268	-	260,000
385	Special or Extraordinary Items	-	-	-
386 / 389	Custodial Activities	-	-	-
381, 382, 395, 398	Other Resources	-	-	-
Total Other Increases in Fund Resources:		1,557,268	-	260,000
Other Decreases in Fund Resources				
594-595	Capital Expenditures	527,647	70,087	-
591-593, 599	Debt Service	1,427,068	-	-
597	Transfers-Out	1,557,268	-	-
585	Special or Extraordinary Items	-	-	-
586 / 589	Custodial Activities	-	-	-
581, 582	Other Uses	-	-	-
Total Other Decreases in Fund Resources:		3,511,983	70,087	-
Increase (Decrease) in Cash and Investments:		1,541,117	(166,809)	(276,530)
Ending Cash and Investments				
5081000	Reserved	12,244,266	1,350,473	52,107
5088000	Unreserved	3,122,673	3,122,673	-
Total Ending Cash and Investments		15,366,939	4,473,146	52,107

The accompanying notes are an integral part of this statement.

110 Park Impact Fee	111 Traffic Impact Fee	130 Municipal Capital Reserver REET1	132 Municipal Capital Reserver REET 2	201 Debt Service	202 LID Debt Service
2,588,964	3,099,002	219,361	274,431	138,836	1,250,904
-	-	-	-	-	-
-	-	-	-	-	-
-	-	399,044	399,043	-	-
-	-	-	-	-	-
-	-	-	-	-	-
355,404	555,240	-	-	-	975
-	-	-	-	-	27,988
-	-	-	-	-	2,147,891
<u>355,404</u>	<u>555,240</u>	<u>399,044</u>	<u>399,043</u>	<u>-</u>	<u>2,176,854</u>
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	5,064
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,064</u>
<u>355,404</u>	<u>555,240</u>	<u>399,044</u>	<u>399,043</u>	<u>-</u>	<u>2,171,790</u>
-	-	-	-	-	-
-	-	-	-	402,171	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>402,171</u>	<u>-</u>
-	-	-	-	-	-
-	-	-	-	381,328	1,032,124
305,000	-	540,004	580,170	-	118,116
-	-	-	-	-	-
-	-	-	-	-	-
<u>305,000</u>	<u>-</u>	<u>540,004</u>	<u>580,170</u>	<u>381,328</u>	<u>1,150,240</u>
50,404	555,240	(140,960)	(181,127)	20,843	1,021,550
2,639,368	3,654,242	78,400	93,304	159,679	2,272,453
-	-	-	-	-	-
<u>2,639,368</u>	<u>3,654,242</u>	<u>78,400</u>	<u>93,304</u>	<u>159,679</u>	<u>2,272,453</u>

The accompanying notes are an integral part of this statement.

203 LID Debt Service Reserve Fund	310 Capital Parks Fund	340 Capital Roads Fund	341 Capital Roads - Meridian Ave Ph II	350 Capital TIB Fund	401 Sewer Utility Fund
479,272	108,224	145,297	250,000	1,811	167,061
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	19,384	6,825	-	-	-
-	-	-	-	-	139,356
-	-	-	-	-	-
13,606	6,783	2,049	5,694	-	6,637
<u>13,606</u>	<u>26,167</u>	<u>8,874</u>	<u>5,694</u>	<u>-</u>	<u>145,993</u>
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>13,606</u>	<u>26,167</u>	<u>8,874</u>	<u>5,694</u>	<u>-</u>	<u>145,993</u>
-	-	-	-	-	-
118,116	305,000	151,981	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>118,116</u>	<u>305,000</u>	<u>151,981</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	134,800	200,514	-	-	14,896
-	-	13,616	-	-	-
-	-	-	-	1,811	123
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	134,800	214,130	-	1,811	15,019
<u>131,722</u>	<u>196,367</u>	<u>(53,275)</u>	<u>5,694</u>	<u>(1,811)</u>	<u>130,974</u>
610,994	304,591	92,021	255,694	-	298,034
-	-	-	-	-	-
<u>610,994</u>	<u>304,591</u>	<u>92,021</u>	<u>255,694</u>	<u>-</u>	<u>298,034</u>

The accompanying notes are an integral part of this statement.

410 Surface Water Utility Fund	501 Equipment Replacement Fund
37,187	96,882
-	-
-	-
-	-
-	-
-	-
1,155,301	-
-	-
5,385	12,134
<u>1,160,686</u>	<u>12,134</u>
-	-
-	-
1,124,591	-
-	-
-	-
-	-
-	-
<u>1,124,591</u>	<u>-</u>
36,095	12,134
-	-
170,000	150,000
-	-
-	-
-	-
<u>170,000</u>	<u>150,000</u>
5,284	102,066
-	-
12,044	-
-	-
-	-
-	-
<u>17,328</u>	<u>102,066</u>
188,767	60,068
225,956	156,950
-	-
<u>225,956</u>	<u>156,950</u>

The accompanying notes are an integral part of this statement.

City of Edgewood
Fiduciary Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2019

		Total for All Funds (Memo Only)	Custodial
308	Beginning Cash and Investments	261,847	261,847
388 & 588	Net Adjustments	-	-
310-390	Additions	735,816	735,816
510-590	Deductions	148,875	148,875
	Net Increase (Decrease) in Cash and Investments:	586,941	586,941
508	Ending Cash and Investments	848,788	848,788

The accompanying notes are an integral part of this statement.

Notes to the Financial Statements

For year ended December 31, 2019

Note 1 - Summary of Significant Accounting Policies

The City of Edgewood was incorporated on February 28, 1996 and operates under the laws of the state of Washington applicable to a code city. The City is a general purpose government and provides law enforcement, emergency management, community planning, economic development, street, sewer and surface water maintenance and improvements, parks and general administrative services. Many services are provided through contract or interlocal agency agreements. Since incorporation the City has received Public Works, Court, Jail, Emergency Management and Law Enforcement services from Pierce County. East Pierce Fire & Rescue provides Fire Suppression, Education and Inspection as well as Emergency Medical Services. The City is a member of Pierce County Metro services providing animal control through the Sumner Police Department on a membership consortium basis. In 2019 the City ended its interlocal affiliation with the City of Fife for Information Technology services and hired an in-house IT Director.

The City of Edgewood reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed, but are not included in the financial statements.
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information disclosed in these financial statement notes.
- Supplementary information required by GAAP is not presented.
- Ending balances are not presented using the classifications defined in GAAP.

A. Fund Accounting

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. Each fund is accounted for with a separate set of single-entry accounts that comprises its cash, investments, revenues and expenditures, as appropriate. The City's resources are allocated to and accounted for in individual funds depending on their intended purpose. One managerial fund 005 Strategic Reserves is listed separately in the adoption of the budget. For 2019, the 005 Strategic Reserve fund is listed separately for financial presentation as reserved in the General Fund (Fund 001).

The following are the fund types used by the City:

GOVERNMENTAL FUND TYPES:

General (Current Expense) Funds

This fund is the primary operating fund of the City. It accounts for all financial resources except

those required by law or elected to be accounted for in another fund. The City uses a General Fund Managerial Account established by local authority as a Strategic Reserve restricted for use by City Council action. It is identified as the restricted portion of the General Fund for reporting purposes.

Special Revenue Funds

These funds account for specific revenue sources that are restricted or committed to expenditures for specified purposes of the City.

Debt Service Funds

These funds account for the financial resources that are restricted, committed, or assigned to expenditures for principal, interest and related costs on general long-term debt.

Capital Projects Funds

These funds account for financial resources which are restricted, committed, or assigned for the acquisition or construction of capital facilities or other capital assets.

PROPRIETARY FUND TYPES:

Enterprise Funds

These funds account for operations that provide goods or services to the general public and are supported primarily through user charges.

Internal Service Funds

These funds account for operations that provide goods or services to other departments or funds of the City on a cost reimbursement basis.

FIDUCIARY FUND TYPES:

Fiduciary funds account for assets held by the government in a trustee capacity or as an agent on behalf of others.

Custodial funds are used to account for assets that the government holds on behalf of others in a custodial capacity.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus directed under the Washington State Budget, Accounting, and Reporting System (BARS) for Cities. Revenues are recognized when cash is received and expenditures are recognized when paid, including those properly chargeable against the report year(s) budget appropriations as required by state law.

All restricted revenues are booked directly to the appropriate fund (street, surface water, etc.).

In accordance with state law the City also recognizes expenditures paid twenty days after the close of the fiscal year for claims incurred during the previous period. These expenditures are classified as thirteenth period expenditures and so designated in the financial statements.

City wide (not fund specific) expenditures for labor, benefits, goods and services are initially charged to Central Services, a segregated cost center within the General Fund, and then allocated to all funds and cost centers within funds to reflect their allocated share of said costs. This system allows management and accounting the ability to examine and balance labor, benefit, and large service provider expenditures in total while capturing the fully absorbed cost of each activity in the proper fund/cost center. Allocations are based upon personnel deployment. Cost of a direct nature are charged to their fund/cost center directly (election, law enforcement contract costs, street preservation, etc.)

The basis of accounting described above represents a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

C. Cash and Investments

See Note 2, *Deposits and Investments*.

D. Capital Assets

Purchases of capital assets are expensed in the year of acquisition. There is no capitalization of assets, nor allocation of depreciation expense. Inventory is expensed when purchased. City assets are tracked in spreadsheets, including small and attractive asset details such as model and serial numbers, at cost, by location, to ensure adequate controls against theft or misappropriation and to assist in budgeting for timely replacement or repair. This activity is extraneous to the financial statements.

E. Compensated Absences

Vacation leave may be accumulated up to 240 hours and unpaid balances are payable upon separation or retirement. Compensatory time can be accrued up to 40 hours. It is accrued at the rate of 1.5 hours per hour worked. It is paid for unused balances upon separation. Payments are recognized as expenditures when paid. Sick leave may be accumulated indefinitely. Upon separation or retirement employees do not receive payment for unused sick leave.

F. Long-Term Debt

See Note 5, *Debt Service Requirements*.

G. Reserved Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments are reported as reserved when it is subject to restrictions on use imposed by external parties or due to internal commitments established by

the City Council. When expenditures that meet restrictions are incurred, the City intends to use reserved resources first before using unreserved amounts.

Reservations of Ending Cash and Investments consist of:

- 005 Strategic Reserve Fund (\$1,350,473.06); is an internal Management Fund. The Fund balance represents transfers from the General Fund as a commitment by the City Council for emergency and/or other longer term operating reserves. These monies may be expended by resolution of the City Council. For reporting purposes the Strategic Reserve Fund Balance is combined with Fund 001 General Fund, and listed as the reserved portion of the General Fund in the Financial Statements..
- 101 Street Fund (\$52,107.27); are unexpended monies collected by the State and represent payment in-lieu of construction and gas taxes. They are used for City road, pedestrian and intermodal infrastructure maintenance and improvements. Unexpended General Fund Transfers, while not technically restricted in origin, are combined and listed as restricted for future street fund use.
- 110 Park Impact Fees (\$2,639,367.58) balance represents unspent monies collected as a development permitting requirement to maintain concurrency of park access as population increases. Expenditures are restricted for park acquisition and improvements outlined in the City's Capital Improvement Plan for increasing capacity and must be expended on a legislated timeline. This fund has grown exponentially as a result of rapid development in the City since late 2015.
- 111 Traffic Impact Fees (\$3,654,241.72) are collected on a concurrency basis as a development permitting requirement to pay for projects identified in the City's Capital Improvement Plan. They are restricted for use to maintain or increase traffic capacity as a result of growth and must be expended on a legislated timeline. This fund has grown exponentially as a result of rapid development in the City since late 2015.
- 130 REET1 (\$78,400.18) and 132 REET2 (\$93,304.47); represent unexpended monies generated by real estate excise taxes collected by the County for sales of real property within the jurisdictional boundaries of the City. The Growth Management Act (GMA) restricts projects funded from REET1 and REET2 to those capital projects outlined in the City's Capital Improvement Plan for specific purposes. The City uses the majority of REET1 to retire the City Hall Civic Center debt and the majority of REET2 to extend the useful life of city infrastructures for road preservation and surface water mitigation.
- 201 Debt Service Fund (\$159,679.18); represents unexpended monies used to retire scheduled debt and make annual interest payments for General Government real property. The accumulated balance represents a scheduled reduction in debt payments due to a refinanced lower mortgage for City Hall. A principal payment to accelerate the retirement of the City Hall Mortgage (converted from a 2007 GO Bond) is anticipated in 2020.
- 202 Debt Service Fund (2,272,453.40); is the unexpended portion of the collection of a 20 year LID assessment against parcels serviced by a sanitary sewer constructed in 2011. Annual payment of principal and interest are paid on a contractual schedule to retire a 20 year USDA RD loan of approximately 18 million dollars executed in 2014. The majority of the balance represents prepayments of assessments, generally as a result of development lending institutions mandating the retirement of the assessment (which is in first position against the parcel) as a loan covenant. The City makes interim prepayments to USDA to reduce the outstanding loan balance relative to these prepayments. Fund 202 was created after discussion with the Washington State Auditor's office regarding the closing of the temporary local improvement district fund (411) and recognizing the fund balance and fund activity as that of a debt service fund. This action was completed at year end of 2018.

- 203 Debt Service Reserve Fund (\$610,993.53); represents a USDA loan covenant requirement imposing the establishment and annual funding of a debt reserve to cover unanticipated individual assessment defaults over the life of the loan. This is a safety net loan provision common to LID financing vehicles. The reserve provision of the current USDA loans call for arriving at a ten percent reserve within the first ten years of debt servicing. The current USDA loan principal balance is \$9,479,245 so the required reserve balance is \$947,245. At the current funding level of \$118,000 per year the reserve will be fully funded on or before the eighth year of debt service. It is likely both the reserve requirement and outstanding principal debt will continue to diminish as assessments continue to be prepaid as a result of the City's high growth rate (6 percent in population in 2019). Fund 203 was created after discussion with the Washington State Auditors office regarding the closing of the temporary local improvement district fund (412) and recognizing the fund balance and fund activity as that of a debt service reserve fund. This action was completed at year end of 2018.
- 310 Capital Parks Fund (\$304,590.53); is used for capital parks projects, primarily funded by grant dollars, Park Impact Fees, REET 1 or the General Fund as identified in the City's Capital Improvement Plan. Fund transfers occur from the revenue origination fund to the capital project funds (parks, road and surface water) when the Capital Improvement Plan and current year public works plans estimate the appropriation will be expended. Timelines are challenging due to third party vendor, weather, and City of Edgewood personnel availability and it is not uncommon to have substantive ending fund balances. The City maintains a FIFO (first in first out) Fund analysis extraneous to these financial statements to show the flow from the revenue origination fund to the capital fund to ensure restricted uses are monitored and in compliance and that funds are expended within legislated mandated timelines (impact fees).
- 340 Capital Roads (\$92,021.30); is used for capital roads projects, primarily funded by grant dollars, Park Impact Fees, REET 2 or the General Fund as identified in the City's Capital Improvement Plan. Fund transfers occur from the revenue origination fund to the capital project funds (parks, road and surface water) when the Capital Improvement Plan and current year public works plans estimate the appropriation will be expended. Timelines are challenging due to third party vendor, weather, and City of Edgewood personnel availability and it is not uncommon to have substantive ending fund balances. The City maintains a FIFO (first in first out) Fund analysis extraneous to these financial statements to show the flow from the revenue origination fund to the capital fund to ensure restricted uses are monitored and in compliance and that funds are expended within legislated mandated timelines (impact fees).
- 341 Capital Roads Meridian (\$255,693.76); represents monies reserved for a capital roads project that will close out in 2020. The balance represents a single REET2 transfer, the residual of which will be transferred to Fund 340 for capital roads use in 2020.
- 401 Sewer (\$298,033.94) and 410 Surface Water (\$225,956.09) Funds are used to support the operations and maintenance of the respective utility. General Fund transfers to these restricted funds are considered restricted and identified as such in the financial statements. The City has not experienced a year wherein any "claw back" of contributed General Funds to its Enterprise Funds have occurred.
- 411 Temporary LID Fund (eliminated in 2019) has been reclassified as 202 Debt Service Fund and 412 Debt Service Reserve Fund (eliminated in 2019) has been reclassified as 203 Debt Service Reserve Fund.
- 501 Equipment Replacement Fund (\$156,949.82) Funds collected represent an internal commitment for replacing or purchasing capital equipment set aside from the General Fund.

H. Other Financing Sources or Uses

The City's *Other Financing Sources or Uses* consist of operating transfers-in and operating

transfers-out and Interfund loans where appropriate and approved through resolution of the City Council. The City appropriated \$1,557,268 in transferred funds for 2019. There were no interfund loans executed in 2019.

I.

Note 2 – Budget Compliance

A. Budgets

The City adopts annual appropriated budgets for all funds. These budgets are appropriated at the fund level. The budget constitutes the legal authority for expenditures at that level. Annual appropriations for these funds lapse at the fiscal year end.

Annual appropriated budgets are adopted on the same basis of accounting as used for financial reporting.

The appropriated and actual expenditures for the legally adopted budgets were as follow:

Fund/Department	Final Appropriated Amounts	Actual Expenditures	Variance
001 General Fund	\$11,183,426	\$6,500,048	\$4,683,378
005 Strategic Reserve Fund	\$1,036,590	\$0	1,036,590
101 Street Fund	\$1,361,529	\$988,760	\$737,844
110 Park Impact Fee Fund	\$3,874,558	\$305,000	\$3,569,558
111 Traffic Impact Fee Fund	\$5,353,580	\$0	\$5,353,580
130 REET 1 Fund	\$660,116	\$540,004	\$120,112
132 REET 2 Fund	\$715,187	\$580,170	\$135,017
201 Debt Service G Gov. Fund	\$431,410	\$381,328	\$50,082
202 Debt Service Fund LID*	\$3,520,806	\$1,155,304	\$2,365,502
203 Debt Service Res Fund**	\$595,306	\$0	\$595,306
310 Capital Park Fund	\$413,369	\$134,800	\$278,569
340 Capital Roads Fund	\$666,644	\$214,130	\$452,514
350 Capital TIB Fund***	\$251,811	\$1,811	\$250,000
401 Sewer Fund	\$214,220	\$15,019	\$199,201
410 Surface Water Fund	\$1,355,214	\$1,141,919	\$213,298
411 Temporary LID Fund*	\$3,520,806	Reclassified	Reclassified
412 LID Reserve Fund**	\$595,306	Reclassified	Reclassified
501 Equipment Replacement Fund	\$288,577	\$102,066	\$186,511

Budgeted amounts are authorized to be transferred between departments within any fund/object classes within departments; however, any revisions that alter the total expenditures of a fund, or that affect specific authorized employee positions (job descriptions) or salary ranges (annual salary schedule) must be approved by the City's legislative body.

The City budgets a Strategic Reserve Fund 005 for purposes of cash flow and unexpected emergencies. For

reporting purposes, Fund 005 is an internal management fund and reported as part of Fund 001 General Fund (current expense fund) as a reserved cash balance due to internal legislative restrictions for its use. In 2019, after discussion with the SAO Field Audit Team, and the SAO Help Desk, *staff reclassified the temporary LID Fund (411) **and Temporary LID Reserve Fund (412) to Debt Service Fund 202 and Debt Reserve Fund (203) to accurately reflect the activity as debt service as opposed to the construction of the sanitary sewer. ***The Capital TIB Fund (350) and the Capital Roads Fund-Projects (341) are consolidated for budgeting purposes, but are identified separately on the Annual Report Schedule C-4. Both funds are scheduled to be eliminated by Council Action in 2020. All Capital Roads activity will be reflected in a single Fund for Capital Roads (340) with TIB activity accounted with the appropriate line item BARS account code for TIB within the 340 Fund. The current administration inherited this structure and after an internal evaluation finds the consolidation more representative of financial activity segmented specifically for Capital Roads activity, wherein all financial sources are restricted and separation due to specific projects or grant activity can adequately be represented using existing BARS code line item accounts within the Fund. This presents accurate fund representation while using economy in the number of funds presented.

Note 3 – Deposits and Investments

It is the City of Edgewood's policy to invest all temporary cash surpluses. The interest on these investments is prorated to the various funds of the City.

All deposits and certificates of deposit are covered by the Federal Deposit Insurance Corporation or the Washington Public Deposit Protection Commission. All investments are insured, registered or held by the City or its agent in the government's name.

Investments are presented as collected balances. Bonds are stated at original coupon purchase. Net gains or losses are booked upon redemption. Current US Securities are managed through US Bank Safekeeping. Investments by type at December 31, 2018 are as follows:

<u>Type of Investment</u>	① City's Own Investments	② Investments held by City as an agent for other local Governments, individuals or private organizations.	③ Total
L.G.I.P.	\$2,189,065	\$0.00	\$2,189,065
U.S. Government Securities	<u>\$1,345,751</u>	<u>\$0.00</u>	<u>\$1,345,751</u>
Total	<u>\$3,534,816</u>	<u>\$0.00</u>	<u>\$3,534,816</u>

Note 4 - Property Tax

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed around the 10th of each month.

Property tax revenues are recognized when cash is received by the City. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The City's regular levy for the year 2019 was \$.9937 per \$1,000 on an assessed valuation of \$1,997,528,056 for a total regular levy of \$1,870,989.97.

Note 5 – Debt Service Requirements

Debt Service

The accompanying Schedule of Liabilities (09) provides more details of the outstanding debt and liabilities of the City and summarizes the City's debt transactions for year ended December 31, 2019.

The debt service requirements for general obligation bonds, revenue bonds, special assessment bonds, and loans including both principal and interest, are as follows:

	General Obligation Bonds	Revenue Bonds	Other Debt	Total Debt
2020	325,639		1,045,559	1,371,198
2021	355,636		1,045,379	\$1,401,015
2022	340,253		1,045,199	\$1,385,452
2023	349,408		1,045,199	\$1,394,607
2024	358,157		1,045,199	\$1,403,356
2025 – 2028	720,896		4,238,916	\$4,959,812
2029 – 2031	0		436,742	\$436,742
Totals	<u>\$2,449,989</u>	<u>\$0</u>	<u>\$9,902,193</u>	<u>\$12,352,182</u>

Other Debt represents annual principal and interest payments to the Public Works Trust Fund Loan and the LID (see Note 7A for information on the LID). Increase activity due to development continues to accumulate as a cash reserve for LID assessment payoffs which the City periodically uses to retire USDA LID debt.

The City owns three parcels in the LID assessment area. The City retired all assessment debt for these parcels in 2019. This debt was not expressed on Schedule 9, per instruction from the SAO, and the debt service was a period expense to the General Fund in previous years as well as in 2019. The total expenditure to retire the assessment was \$640,225.51.

Note 6 – Pension Plans

A. State Sponsored Pension Plans

Substantially all of the City's full-time and qualifying part-time employees participate in the Public Employees Retirement System (PERS) administered by the Washington State Department of Retirement Systems, under cost-sharing multiple-employer public employee defined benefit and defined contribution retirement plans. Actuarial information is on a system-wide basis and is not considered pertinent to the City's financial statements. Contributions to the systems by both employee and employer are based upon gross wages covered by plan benefits.

The State Legislature establishes, and amends, laws pertaining to the creation and administration of all public retirement systems.

The Department of Retirement Systems, a department within the primary government of the State of Washington, issues a publicly available comprehensive annual financial report (CAFR) that includes financial statements and required supplementary information for each plan. The DRS CAFR may be obtained by writing to:

Department of Retirement Systems
Communications Unit
P.O. Box 48380
Olympia, WA 98540-8380

Also, the DRS CAFR may be downloaded from the DRS website at www.drs.wa.gov.

At June 30, 2018 (the measurement date of the plans), the City's proportionate share of the collective net pension liabilities, as reported on the Schedule 09, was as follows:

	Employer Contributions	Allocation %	Liability (Asset)
PERS 1	\$15,118	.002108%	\$81,060
PERS 1 (UAAL)	\$68,147	.009504%	\$365,463
PERS 2/3	\$100,095	.012255%	\$119,038

Note 7– Risk Management

A .Risk Management

The city of Edgewood is a member of the Washington Cities Insurance Authority (WCIA). Utilizing Chapter 48.62 RCW (self-insurance regulation) and Chapter 39.34 RCW (Interlocal Cooperation Act), nine cities originally formed WCIA on January 1, 1981. WCIA was created for the purpose of providing a pooling mechanism for jointly purchasing insurance, jointly self-insuring, and / or jointly contracting for risk management services. WCIA has a total of 163 members.

New members initially contract for a three-year term, and thereafter automatically renew on an annual basis. A one-year withdrawal notice is required before membership can be terminated. Termination does not relieve a former member from its unresolved loss history incurred during membership.

Liability coverage is written on an occurrence basis, without deductibles. Coverage includes general, automobile, police, errors or omissions, stop gap, employment practices and employee benefits liability. Limits are \$4 million per occurrence in the self-insured layer, and \$16 million in limits above the self-insured layer is provided by reinsurance. Total limits are \$20 million per occurrence subject to aggregates and sublimits. The Board of Directors determines the limits and terms of coverage annually.

Insurance for property, automobile physical damage, fidelity, inland marine, and boiler and machinery coverage are purchased on a group basis. Various deductibles apply by type of coverage. Property coverage is self-funded from the members' deductible to \$750,000, for all perils other than flood and earthquake, and insured above that to \$300 million per occurrence subject to aggregates and sublimits. Automobile physical damage coverage is self-funded from the members' deductible to \$250,000 and insured above that to \$100 million per occurrence subject to aggregates and sublimits.

In-house services include risk management consultation, loss control field services, and claims and litigation administration. WCIA contracts for certain claims investigations, consultants for personnel and

land use issues, insurance brokerage, actuarial, and lobbyist services.

WCIA is fully funded by its members, who make annual assessments on a prospectively rated basis, as determined by an outside, independent actuary. The assessment covers loss, loss adjustment, reinsurance and other administrative expenses. As outlined in the interlocal, WCIA retains the right to additionally assess the membership for any funding shortfall.

An investment committee, using investment brokers, produces additional revenue by investment of WCIA's assets in financial instruments which comply with all State guidelines.

A Board of Directors governs WCIA, which is comprised of one designated representative from each member. The Board elects an Executive Committee and appoints a Treasurer to provide general policy direction for the organization. The WCIA Executive Director reports to the Executive Committee and is responsible for conducting the day to day operations of WCIA.

B. Health and Welfare

The City of Edgewood is a member of the Association of Washington Cities Employee Benefit Trust Health Care Program (AWC Trust HCP). Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, form together or join a pool or organization for the joint purchasing of insurance, and/or joint self-insurance, to the same extent that they may individually purchase insurance or self-insure.

An agreement to form a pooling arrangement was made pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act. The AWC Trust HCP was formed on January 1, 2014 when participating cities, towns, and non-city entities of the AWC Employee Benefit Trust in the State of Washington joined together by signing an Interlocal Governmental Agreement to jointly self-insure certain health benefit plans and programs for participating employees, their covered dependents and other beneficiaries through a designated account within the Trust.

As of December 31, 2019, 261 cities/towns/non-city entities participate in the AWC Trust HCP.

The AWC Trust HCP allows members to establish a program of joint insurance and provides health and welfare services to all participating members. The AWC Trust HCP pools claims without regard to individual member experience. The pool is actuarially rated each year with the assumption of projected claims run-out for all current members. The AWC Trust HCP includes medical, dental and vision insurance through the following carriers: Kaiser Foundation Health Plan of Washington, Kaiser Foundation Health Plan of Washington Options, Inc., Regence BlueShield, Asuris Northwest Health, Delta Dental of Washington, and Vision Service Plan. Eligible members are cities and towns within the state of Washington. Non-City Entities (public agency, public corporation, intergovernmental agency, or political subdivision within the state of Washington) are eligible to apply for coverage into the AWC Trust HCP, submitting application to the Board of Trustees for review as required in the Trust Agreement.

Participating employers pay monthly premiums to the AWC Trust HCP. The AWC Trust HCP is responsible for payment of all covered claims. In 2019, the AWC Trust HCP purchased stop loss insurance for Regence/Asuris plans at an Individual Stop Loss (ISL) of \$1.5 million through Life Map, and Kaiser ISL at \$1 million with Companion Life through ASG Risk Management. The aggregate policy is for 200% of expected medical claims.

Participating employers' contract to remain in the AWC HCP for a minimum of three years. Participating employers with over 250 employees must provide written notice of termination of all coverage a minimum of 12 months in advance of the termination date, and participating employers with under 250 employees must provide written notice of termination of all coverage minimum of 6 months in advance of termination date. When all coverage is being terminated, termination will only occur on December 31. Participating employers terminating a group or line of coverage must notify the HCP a minimum of 60 days prior to termination. A participating employer's termination will not obligate that member to past debts, or further contributions to the HCP. Similarly, the terminating member forfeits all rights and interest to the HCP Account.

The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Board of Trustees is comprised of four regionally elected officials from Trust member cities or towns, the Employee Benefit Advisory Committee Chair and Vice Chair, and two appointed individuals from the AWC Board of Directors, who are from Trust member cities or town.

The Trustees or its appointed delegates review and analyze Health Care Program related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW. The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110-WAC.

The accounting records of the Trust HCP are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Trust HCP also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). In 2018, the retiree medical plan subsidy was eliminated, and is noted as such in this report. Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. The audit report for the AWC Trust HCP is available from the Washington State Auditor's office.

Note 8 - Other Disclosures

- A. Lakehaven Water & Sewer District filed suit in April 2018 against the City claiming an exemption to a March 2018 imposition of a Utility Tax. The City estimates that should Lakehaven prevail, the City would lose approximately \$4,000 in Utility Tax Revenue per year, and not be reimbursed for legal fees to contest the suit. The City has a high confidence the suit will be dismissed and the imposition of the tax will prevail. As of May 30, 2020 the State Supreme Court has not issued its findings in a similar matter between Lakehaven and the City of Federal Way. Lakehaven and the City of Edgewood have filed briefs with the Pierce County District Court agreeing to stay the matter pending a finding by the Supreme Court in the Lakehaven v City of Federal Way matter. The City does not consider the cost or loss of revenue to be material to its utility operations.
- B. Mt. View Edgewood Water Company Franchise Agreement: The City of Edgewood has a long term Franchise Agreement with Mt. View Edgewood Water Company, a not for profit private corporation operating in the area since the early 1940's. Mountain View supplies between 70 and 80 percent of all

City of Edgewood water uses. Other water uses include Lakehaven Water & Sewer District, the City of Milton, and various other private localized well systems.

- C. East Pierce Fire & Rescue Lease: The City executed a three-year lease with East Pierce Fire & Rescue for a large open space used for office cubicles at City Hall. Estimated annual revenue is expected to be approximately \$48,000. The lease has two one year extensions that may be granted upon mutual approval.
- D. Accounting Changes: In 2019 the City reclassified the 411 Temporary LID Fund and 412 LID Reserve Fund as a debt service after consultation with the SAO Field Audit Team for Edgewood and the SAO Help Desk. We opened Funds 202 Debt Service-LID Fund and 203 Debt Service Reserve Fund, transferring the total 2019 ending fund balances as of January 1, 2020. The action was approved by the City Council. In 2020 the City intends to collapse the current Capital Roads Project Fund (341) and the Transportation Improvement Plan Fund (350) into the Capital Roads Fund (340) thereby reducing the total number of funds created by the prior administration. Capital expenditures can be effectively and transparently identified within the Capital Roads Fund (340) by utilizing the appropriate already established BARS revenue and expenditure accounts in the Chart of Accounts.
- E. COVID-19: In February 2020 the Covid-19 Pandemic hit the Greater Seattle Metropolitan area and spread throughout Washington. With the Governor's Proclamation on March 23, many normal activities in the state and worldwide ceased and the public was required to shelter in place. This had an extreme impact on financial activity in almost all sectors of the economy. The City of Edgewood has not seen substantive reductions in revenue as of May 30, 2020. Our first quarter actual revenue, including fees for services, which is a substantial source of revenue due to our robust development activity, was about 3% higher than budget. Sales taxes, also a substantial sustained revenue stream to the City was at budget. This has remained the case for April and May. The City does not have a large amount of retail businesses and most of our sales tax comes from on-line purchases. Amazon is one of our largest sales tax sources and if anything during the stay at home period, has increased. The City has remained operational by converting to 100% on-line, including virtual inspection for construction sites that were securing their existing operations or exempt from the stay at home order (critical infrastructure activity). We did not lay off or furlough any employees, filled open positions and are on track to increase our Strategic Reserve Fund by another \$333,333.00 dollars in 2020. The City chose, with the 2020 budget to not budget REET or Impact Fee Revenue in 2020 or future years, appropriating only banked funds, which will enable the City to execute budgeted Capital Improvement Projects regardless of current year revenues for REET or Impact Fees. Year to Date in 2020, REET has continued to be robust and we estimate will allow the City to continue on schedule with our 2021 Capital Improvements. The City had recently completed implementing its Emergency Management Plan, which included annual expenditures to place emergency supplies on site (including supplies of hand sanitizer and N95 masks) in 2018 and 2019. The City has made supplemental expenditures for PPE and a thermal mounted camera to take the temperature of both staff and members of the public entering City Hall. We have accounted for these expenditures separately and intend to submit for reimbursement through the State CARES ACT distribution.

City of Edgewood
Schedule of Liabilities
For the Year Ended December 31, 2019

ID. No.	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
General Obligation Debt/Liabilities						
263.96	2019 Compensated Absences	12/31/2019	46,997	34,115	-	81,112
251.11	2007 G.O. Bond	12/1/2026	2,770,061	-	320,072	2,449,989
263.81	2013 PWTF Loan (PC12-951-080)	6/1/2031	171,430	-	13,187	158,243
Total General Obligation Debt/Liabilities:			2,988,488	34,115	333,259	2,689,344
Revenue and Other (non G.O.) Debt/Liabilities						
259.12	2019 Compensated Absences		18,683	-	6,063	12,620
264.30	Department of Retirement	12/31/2019	513,256	52,304	-	565,560
263.82	2008 PWTF Loan (PR08-951-083)	6/1/2028	294,117	-	29,412	264,705
Total Revenue and Other (non G.O.) Debt/Liabilities:			826,056	52,304	35,475	842,885
Assessment Debt/Liabilities (with commitments)						
253.11	2014 Sewer Assement	11/24/2033	3,305,128	-	259,916	3,045,212
253.11	2014 Sewer Assement	11/24/2033	6,772,262	-	338,229	6,434,033
Total Assessment Debt/Liabilities (with commitments):			10,077,390	-	598,145	9,479,245
Total Liabilities:			13,891,934	86,419	966,879	13,011,474

ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the state's Constitution and is part of the executive branch of state government. The State Auditor is elected by the citizens of Washington and serves four-year terms.

We work with our audit clients and citizens to achieve our vision of government that works for citizens, by helping governments work better, cost less, deliver higher value, and earn greater public trust.

In fulfilling our mission to hold state and local governments accountable for the use of public resources, we also hold ourselves accountable by continually improving our audit quality and operational efficiency and developing highly engaged and committed employees.

As an elected agency, the State Auditor's Office has the independence necessary to objectively perform audits and investigations. Our audits are designed to comply with professional standards as well as to satisfy the requirements of federal, state, and local laws.

Our audits look at financial information and compliance with state, federal and local laws on the part of all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits of state agencies and local governments as well as [fraud](#), state [whistleblower](#) and [citizen hotline](#) investigations.

The results of our work are widely distributed through a variety of reports, which are available on our [website](#) and through our free, electronic [subscription](#) service.

We take our role as partners in accountability seriously, and provide training and technical assistance to governments, and have an extensive quality assurance program.

Contact information for the State Auditor's Office	
Public Records requests	PublicRecords@sao.wa.gov
Main telephone	(564) 999-0950
Toll-free Citizen Hotline	(866) 902-3900
Website	www.sao.wa.gov



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0541 - a motion approving Resolution No. 20-0541, authorizing the Mayor to execute a Professional Services Contract with FCS Group	Agenda Item #: 4.F
	For Agenda of: 12/22/2020
	Prepared by: Dave Gray
Attachments (list): - Resolution No. 20-0541 FCS Group Fee Schedule Project - FCS Group 2020 PS Contract 2020 COE FCS Fee Schedule Scope of Work Exhibit A	
Approval of Materials: Dave Gray Rachel Pitzel 12/18/2020 Dave Gray 12/18/2020 Daryl Eidinger 12/18/2020	Expenditure Required: Not to exceed \$40,000.00
	Amount Budgeted: \$45,738.00
	Timeline: 12/15/2020-SS For Council Review & Discussion 12/22/2020-RCM For Council Discussion & Action

Summary Statement:

The current City Fee Schedule is an Excel Workbook built by staff in 2016 and updated for staff labor increases and legal/regulatory fee increases from time-to-time. FCS has successfully performed audits for Cites such as Seattle, Newcastle, Olympia and Issaquah which have allowed the construction of a fee schedule model better equipped to capture the cost of large multi-year projects, including the establishment of a reserve earmarked for maintaining staffing (stable costs from month-to-month) to provide services to a business that frequently generates workload fluctuations. In discussions with the Development Community the City understands providing consistent interpretation of development codes on a predictable timeline is critical to private industry developments development success. This consistency is best served by maintaining continuity created with low staff turnover, in-house staff jurisdiction specific guidance and a stable process delivery. This also tends to lend itself to a better community vision development work product in the long run. For these reasons the Mayor believes a staff and FCS project to build a new fee schedule model that implements a reserve that efforts these attributes would is warranted and in the interest of the community.

Item History:

Recommended Action:

MOTION to approve under the Consent Agenda Resolution No. 20-0541, authorizing the Mayor to execute a Professional Services Contract with FCS Group

Fiscal Note/Consideration:

The 2020 Budget included \$45,738 for professional services such as this study, in anticipation such a revision

would be funded. As a result of the project being unlikely to produce more than the project kick-off in 2020, most of the budget for this project is anticipated to be spent in 2021, and has been accounted for as such.

RESOLUTION NO. 20-0541

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, PIERCE COUNTY,
WASHINGTON AUTHORIZING THE MAYOR TO
EXECUTE A PROFESSIONAL SERVICE CONTRACT
FOR PROFESSIONAL SERVICES WITH FCS GROUP**

WHEREAS, FCS Group is a leading regional financial service company well known for its area of expertise and has worked with a variety of local government entities including past work with the City; and

WHEREAS, the City is authorized to impose fees for services such as land use review, permit issuance, building plan and inspection review, surface water mitigation, right-of-way management and a variety of other regulated activities within the jurisdiction; and

WHEREAS, FCS has successfully assisted other Washington State cities such as the Cities of Seattle, Olympia, Newcastle and Issaquah with identifying the actual cost of providing such services consistently, within legislated timelines, while enabling a level of continuity, on-going regulatory oversight thereby ensuring a high level of public safety while making the process for development, right-of-way maintenance and infrastructure expansion predictable; and

WHEREAS, the City is currently using a fee schedule model constructed by in-house staff in 2016 that has been updated from time-to-time, however, having examined recent FCS work for specifically the City of Seattle, which incorporates large scale multi-year projects similar to those the City is experiencing and where time is of the essence, and FCS is listed on the MRSC consultants roster specifically for this type of work;

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

Section 1. The Mayor is hereby authorized to execute the professional services contract for services with FCS, attached hereto as Exhibit A, to perform a fee schedule review to ensure fair and equal compliance, all as set forth in the Scope of Work, to be completed by July 31, 2021, in an amount not to exceed \$40,000.

ADOPTED THIS 22ND DAY OF DECEMBER, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 22nd day of December 2020, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Daryl Eiding Phone: 253-952-3299 Fax: 253-952-3537

and FCS a Limited Liability Corporation organized under the laws of the State of Washington, doing business at:

FCS Group (hereinafter the “CONSULTANT”)
7525 166th Ave NE
Redmond, WA 98052

Contact: Martin Chaw Phone: 425-867-1802 Email: martinc@fcsgroup.com

for professional services in connection with the following Project: Development services fee and reserves study

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit “A.” If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on December 22th, 2020, (“Commencement Date”) and shall terminate on May 31, 2021 unless extended or terminated in writing as provided herein.

Revised 2/26/15

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$ _____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$39,050 including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ OTHER. _____

5. Payment.

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. Discrimination and Compliance with Laws

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant is not required to obtain a City of Edgewood business license for their work under this contract.

Revised 2/26/15

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

C. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

D. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the joint property of the City and the Consultant, and shall be forwarded to the City upon its request. Consultant may retain copies thereof for work paper documentation and their own use unless specifically restricted in writing by the City as to its use. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultants.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES

OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

13. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. No limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

Revised 2/26/15

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance.

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

I. City Full Availability of Consultant Limits

Revised 2/26/15

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

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Daryl Eidinger
Mayor
2224 - 104th Avenue E.
Edgewood, WA 98372

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

FCS Group
Attn: John Ghilarducci
Principal
7525 166th Ave NE
Redmond, WA 98052

Phone: 425-867-1802
Fax: 425-867-1937

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings.

B. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or

more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____
Daryl Eidingen
Mayor

By: _____
Name: Scott Bash

Date: December 22, 2020

Title: President

Date: December ____, 2020

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT “A”

CITY OF EDGEWOOD

DEVELOPMENT SERVICES FEE AND RESERVES STUDY

The City of Edgewood operates a Building and Permitting department and a Planning Department. Combined, the annual budget for these two departments is about \$2.1M. These departments are supported by about \$1.5M in building, mechanical, plumbing and other development fee revenues annually¹. The City of Edgewood requested FCS GROUP prepare a scope of work to prepare a development services cost of services fee study and reserves study. The City’s current cost recovery objective is 100% of expenses during the current high growth activity.

Based upon discussions with Dave Gray, Assistant City Administrator, the objectives of this study included:

- Evaluate adjustments, as necessary, to the City’s existing development related fees to ensure revenue from these fees meet the City’s cost recovery objectives.
- Evaluate the City’s current level of financial reserves for development related services and propose recommended changes necessary to maintain a consistent level of service.

Our study includes three (3) meetings with City staff and two (2) workshop presentations to the City Council. All meetings will be conducted remotely due to continued COVID concerns. We will also facilitate a bi-monthly (twice per month) project check-in call with the City project team throughout the duration of the study.

Our study deliverables will include draft and final reports of the cost of service study as well as presentations to the City Council. The report will summarize the study’s methodology, assumptions, and calculations as well as detailed cost of service and cost recovery tables for the City’s development fee services.

The proposed budget for this study is \$39,050. The study would be completed over an approximate six-month period from notice to proceed. The following task plan provides additional detail on our proposed study approach.

¹ Source: City 2019 and 2020 budget documents

TASK PLAN

Task 1: Conduct kick-off meeting

A common understanding of the study's objectives and expectations is critical to a successful study process. At the beginning of the study, FCS Group will facilitate a remote initial kick-off meeting with the City's project team to introduce the project team members, discuss the study goals, and review methodology, scope, expectations, schedule, and any specific concerns and issues the City wishes to investigate further.

Prior to the kick-off meeting, we will coordinate with the City project team to confirm the services and fees to be included in the fee study. We will also work with staff to:

- Identify any new services to be included in the study.
- Confirm cost recovery goals for fee services.
- Review data needs.

Task deliverables: *We will facilitate a remote project kickoff meeting to discuss and, if necessary, refine the study scope of work. During this meeting we will introduce the project team members, discuss the study goals, methodology, scope, expectations, schedule, and discuss any specific concerns and issues to investigate further.*

Task 2: Data collection, validation and Employee fee time records

Prior to the kick-off meeting, we will provide the City project team with an initial data request identifying financial budget and actual data, historical permit volumes, and billing information for consulting services that support permit review and inspections.

Staffing time records play a critical role in the fee study and form the basis for determining the hourly rates for City staff to provide full cost-based fee services. Additionally, labor costs typically comprise the largest share of costs to provide fee services. We will work with department staff to review develop timesheet records (see **Exhibit 1**).

Exhibit 1
Staff Time Categorization Example

Planning LABOR HOURS		Total	Steve Fiddle - Program & Planning Supervisor	Cari Hornbein - Senior Planner	Catherine McCoy - Associate Planner	Michelle Bentley Associate Planner .5	Paula Smith - Permit Specialist
Total Personnel Costs-2014 2013 Actuals		\$ 569,561	\$ 127,016	\$ 99,145	\$ 78,253	\$ 36,292	\$ 77,445
Regular Labor		13,520	2,080	2,080	2,080	1,040	2,080
Annual Overtime		0	0	0	0	0	0
Annual Labor		13,520	2,080	2,080	2,080	1,040	2,080
Annual Leave		1,712	240	240	240	120	312
Total Available Work Hours		11,808	1,840	1,840	1,840	920	1,768
Indirect	Code and Policy Development	2,031	100	40	50	5	0
	Public information & Customer Service	2,480	210	300	250	80	630
	Training & Certification	394	30	80	80	20	40
	General Administration & Management	1,130	400	100	100	50	430
	Other	330	0	80	250	0	0
Net Annual Labor Related to Direct Services		5,443	1,100	1,240	1,110	765	668

Data will be reviewed, analyzed, and validated for use in the technical analysis of the fee study. Follow up will occur with the City project team for additional items as needed.

Task deliverables: Prepare and transmit an initial data request to the City project team; conduct interviews with City staff to develop an understanding of fee time services.

Task 3: Identify the cost of service

The fee study will provide a comprehensive cost of service analysis for building, mechanical, plumbing and other development and engineering permit fee services. The cost of service will be itemized into direct, indirect, and overhead cost components to provide a transparent evaluation of the costs and cost drivers for each individual fee service as follows:

- **Direct Service Costs** – those costs that directly support a project, permit application, or specific activity and that are often tied to a specific fee.
- **Indirect Service Costs** – those costs that support direct services, such as customer service, employee training, and program administration.
- **Overhead Costs** – City management and administrative costs that are allocated to the programs and related fees.

Based on the information derived from Task 2, we will calculate an hourly rate and apply the rate to the amount of time needed to process a permit to determine the cost to provide each individual fee service. The cost of service analysis will evaluate all fee services and determine adjustments needed for each fee service to achieve the City's cost recovery objectives. **Exhibit 2** provides an example of how cost layers will be communicated.

Exhibit 2: Cost Layer Table Example

Planning		Annual Cost Components		Total Costs	% of Total Costs
		Labor Costs	Non-Labor Costs		
Direct Costs	Total Direct Services	\$ 365,384	\$ 35,353	\$ 400,737	37%
	Subtotal Direct Costs	\$ 365,384	\$ 35,353	\$ 400,737	37%
Indirect Costs	Code and Policy Development	93,791	9,656	103,446	9%
	Public Information & Customer Service	140,004	14,665	154,669	14%
	Training & Certification	24,540	2,174	26,715	2%
	General Administration & Management	94,348	6,620	100,968	9%
	Other	12,729	1,545	14,274	1%
	Subtotal Indirect Costs	\$ 365,412	\$ 34,661	\$ 400,073	37%
OH Costs	Department Administration	24,238	3,544	27,782	3%
	Division	59,989	12,685	72,674	7%
	Citywide	-	190,795	190,795	17%
	Subtotal Overhead Costs	\$ 84,227	\$ 207,025	\$ 291,252	27%
	Total Planning Costs	\$ 815,023	\$ 277,039	\$ 1,092,061	100%

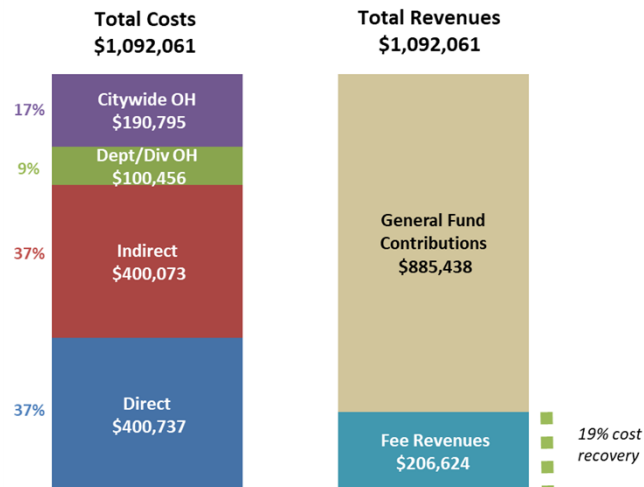
Task deliverables: Calculate and determine the cost of service for each fee service.

Task 4: Compare the cost of service to existing fee revenue

Once the cost of service analysis is completed, a cost recovery analysis will be performed by comparing the costs to provide each service with either the budgeted or actual revenues supporting the service.

The cost of service for individual fee services will also be compared to the current fees charged as well as to neighboring jurisdictions. We will work with City staff to select the fees and jurisdictions for comparison. The results of the cost recovery analysis will help the City confirm the fees that need to be adjusted to improve cost recovery levels. The results can also identify other fees that may require additional evaluation. **Exhibit 3** provides an example of the cost recovery summary.

Exhibit 3. Cost Recovery Analysis for Planning Fee Services Example



Task deliverables: Calculate and determine the current cost recovery under existing fees; comparison of existing fees to proposed full cost of service fees; comparison of existing and full cost of service fees to selected neighboring jurisdictions; identification of differences in cost recovery by fee service.

Task 5: Prepare Reserve Analysis

Development fee activities can be highly volatile with a large amount of elapsed time between when revenues are collected to when actual work is performed. During economic downturns, it is important to maintain a core level of staffing available to process and complete work that has entered this pipeline. Other drivers that may affect the size of development fee reserves:

- Predictability of revenues
- Exposure to significant one-time costs
- Liquidity of reserves
- Ability and flexibility to respond to other known or unknown needs

The City desires an analysis to establish a level of reserves sufficient to support the delivery of development fee services, particularly during economic downturns, while also positioning the City to be able to respond to anticipated one-time needs or unanticipated needs. Utilizing information received during Task 2, FCS GROUP will prepare an analysis of the City's historical development related revenues, the lag in time between when revenues are collected and when City work is performed, collaborate with the City project team to assess and identify large one-time needs (such as new investments in technology or capital equipment replacements), and prepare an analysis to determine the appropriate level of development reserves to position the City to better respond to these situations in the future.

Task deliverables: We will prepare an analysis of when development fees are collected, when City services are rendered, and an analysis of the appropriate amount of reserves.

Task 6: Review results with the City project team

Once we have completed the technical components of the study, we will review the preliminary study results with the City project team during two (2) remote meetings. These meetings will include reviewing the study results, answering any questions about the methodology, and identifying the fee adjustments required to meet the City's cost recovery objectives. If necessary, we will suggest changes to existing city policies that would be required to implement recommendations from this study.

Task deliverables: We will facilitate two (2) remote meetings to review preliminary study results with the City project team.

Task 7: Documentation and Council Workshop Presentations

FCS Group will prepare and submit study deliverables, including:

- A draft report for review and comment. The report will detail the assumptions, methodology, results, and recommendations of the fee study.
- Electronic copy of final report, incorporating any comments from the City project team.
- A Power Point presentation to review the study methodology and results with City Council at a work session.
- Two (2) remote workshop presentations to the City Council.

Task deliverables: We will prepare a draft and final report; prepare a draft and final presentation to Council; and attend and facilitate two (2) remote workshop presentations to the City Council.

Task 8: Project Administration

This task includes the various administrative efforts that will take place during the study and includes the following:

- Providing summaries or e-mails outlining follow up items, assigned tasks, and schedule milestones.
- Preparing a monthly invoice with a progress report on the activities performed during the billing period.
- Facilitate a bi-monthly (twice per month) 30-minute telephonic project check-in with the City project team. This check-in will include sharing the status of current and upcoming analytic activities, discuss and share deliverables, discuss and resolve any issues that may arise and potentially affect the project schedule or deliverables.

Task deliverables: Provide project administration, invoicing, and regularly scheduled project check-ins with the City project team.

BUDGET ESTIMATE

The following table summarizes our estimated cost to perform the above task plan. The cost of complete is not to exceed \$39,050. We invite the opportunity to negotiate the appropriate level of effort for this project if we have scaled our approach out-of-line with the City's needs and expectations.

Task Detail	J. Ghilarducci	M. Chaw	Hobson	L. Slaughterbeck	Admin	Total Hours	Expenses	Budget Estimate (incl exps)
	Principal	Manager	Tech Advisor	Analyst	Support			
2020 Hourly Billing Rates	\$270	\$195	\$185	\$145	\$90			
Task Plan								
Task 1 Conduct kick-off meeting (one remote meeting)	2	4	2	4	0	12	\$0	\$2,270
Task 2 Data collection, validation and employee fee time records	0	24	8	32	0	64	\$0	\$10,800
Task 3 Identify the cost of service	0	16	8	32	0	56	\$0	\$9,240
Task 4 Compare cost of service to existing fee revenue	4	8	4	24	0	40	\$0	\$6,860
Task 5 Prepare analysis of reserves								
Task 6 Review results with the City project team (two remote meetings)	0	10	4	6	0	20	\$0	\$3,560
Task 7 Documentation and Presentations (two remote Council workshops)	6	10	4	6	0	26	\$0	\$5,180
Task 8 Project Administration	0	4	0	0	4	8	\$0	\$1,140
Total Tasks	12	76	30	104	4	226	\$0	\$39,050

PROJECT SCHEDULE

The study will be completed over an approximate six-month period after notice to proceed. The schedule below illustrates the study schedule assuming a mid-December 2020 start date. Completion of the analysis is dependent on timely coordination between FCS Group and the City project team for receipt of requested data/information, quality of data, and City staff availability for interviews and review meetings. A final study schedule will be developed in collaboration with the City project team as part of the initial kick-off meeting.

Project Task - Phase 1		Dec	Jan	Feb	Mar	Apr	May
Task 1	Conduct kick-off meeting (one remote meeting)						
Task 2	Data collection, validation and employee fee time records						
Task 3	Identify the cost of service						
Task 4	Compare cost of service to existing fee revenue						
Task 5	Prepare analysis of reserves						
Task 6	Review results with the City project team (two remote meetings)						
Task 7	Documentation and Presentations (two remote Council workshops)						
Task 8	Project Administration	Ongoing throughout project 					



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0542 - a motion approving Resolution No. 20-0542, authorizing the Mayor to declare miscellaneous obsolete computer equipment, electronics, and automobiles as surplus, and administer the donation or sale of the items	Agenda Item #: 4.G
	For Agenda of: 12/22/2020
	Prepared by: Rachel Pitzel
Attachments (list): 1. Resolution 20-0542 (Surplus Equipment) 2. Surplus Equipment Exhibit A	
Approval of Materials: Rachel Pitzel Rachel Pitzel 12/16/2020 Dave Gray 12/17/2020 Daryl Eidinger 12/17/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 12/15/2020 – SS Discussion 12/22/2020 - RCM Action under Consent Agenda

Summary Statement:

Staff continues to work to identify and prepare to dispose of miscellaneous obsolete computer equipment, electronics, and automobiles that are no longer in use or being retired as obsolete. By approval of this resolution, council will be authorizing the Mayor to work with staff to determine the most appropriate method to surplus the equipment and documenting any proceeds which will be returned to the general fund.

Item History:

Recommended Action:

MOTION to approve under the Consent Agenda Resolution No. 20-0542, authorizing the Mayor to declare miscellaneous obsolete computer equipment, electronics, and automobiles as surplus, and administer the donation or sale of the items.

Fiscal Note/Consideration:

Any revenues generated from the surplus activity will be deposited in to the General Fund.

RESOLUTION NO. 20-0542
A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO DECLARE
MISCELLANEOUS OBSOLETE COMPUTER
EQUIPMENT, ELECTRONICS, AND AUTOMOBILES AS
SURPLUS, AND ADMINISTER THE DONATION OR
SALE OF THE ITEMS

WHEREAS, City staff have been working to identify and prepare to dispose of miscellaneous obsolete computer equipment, electronics, and automobiles; and

WHEREAS, it is in the best interest of the City to free up valuable space that is currently not available due to storage of unused & obsolete items; and

WHEREAS, the City has donated and recycled obsolete computer equipment and electronics with little to no value in the past, for possible re-use by other government and non-profit organizations; and

WHEREAS, the City Council desires to formally authorize the Mayor to surplus said obsolete equipment;

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

Section 1. Surplus Declaration. The City Council hereby declares these items surplus and authorizes the Mayor to administer the sale of items with a value greater than the disposal cost, donation of items that serve the public interest but have nominal or no value to the City, and finally to dispose of or recycle those items remaining. A list of items is attached as Exhibit A. All City data shall be permanently removed from all data devices prior to loss of custody by the City with a certificate provided stating such disposal was done according to the highest industry standards.

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

ADOPTED THIS 22ND DAY OF DECEMBER, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

EXHIBIT A

City of Edgewood
Resolution No. 20-0542
Surplus Property List
December 22, 2020

Description of Item	Value
2003 Ford Focus	\$3,000
2003 Ford F-450	\$2,500
Miscellaneous Electronic Equipment	N/A

- Final values to be determined upon sale of items, to be attached to the Original Resolution.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0543 - a motion approving Resolution No. 20-0543, relating to the City's open space program, designating property owned by 1. Kirsten Holmquist, Parcel No. 0420096043, located at 2209 88th Avenue East involving 1.77 acres out of 2.77 acres and; 2. Stephen L & Jane W Smith, Parcel No. 0420104138, located at 2614 117th Avenue East involving 9.30 acres out of 10.80 acres, as open space for property tax purposes under the City and pierce county's open space current use assessment program	Agenda Item #: 4.H
	For Agenda of: 12/22/2020
	Prepared by: Emily Arteche
Attachments (list): - Resolution No. 20-0543, Affirmation of Open Space - Exhibit 1_Ordinance 2020-115s Signed Final_Pierce County	
Approval of Materials: Emily Arteche Rachel Pitzel 12/16/2020 Dave Gray 12/17/2020 Daryl Eidinger 12/17/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: Adoption at the regular City Council meeting on December 22, 2020

Summary Statement:

The property owners Kirsten Holmquist, Parcel No. 0420096043, located at 2209 88th Avenue East involving 1.77 acres out of 2.77 acres and Stephen L & Jane W Smith, Parcel No. 0420104138, located at 2614 117th Avenue East involving 9.30 acres out of 10.80 acres applied in 2019 to have portions of their property entered into the statewide Current Use Assessment program. This program allows a reduction in the owner's property taxes on an on-going basis, as long as the owner keeps the property in continued use as an open space area.

Pierce County received 2020 Current Use Open Space applications within the city of Edgewood. The application requires Pierce County and the City of Edgewood Joint Determining Authority (JDA) to take action in 2020. As a result, Pierce County adopted Ordinance No. 2020-115s on November 24 with an effective date of December 10, 2020. On November 20, 2020, Pierce County sent a notice to the City of Edgewood seeking affirmation of the open space classifications. The subject property currently contains designated forest lands and receives the associated tax reduction. By excluding approximately 2.50 acres from the Open Space classification, the subject properties overall tax burdens will decrease. As a result, the impact to the City of Edgewood affirming the Open Space Classifications for the remaining 11.07 acres is likely negligible.

Item History:

N/A

Recommended Action:

MOTION to approve under the Consent Agenda Resolution No. 20-0543, relating to the City's open space program, designating property owned by 1. Kirsten Holmquist, Parcel No. 0420096043, located at 2209 88th Avenue East involving 1.77 acres out of 2.77 acres and; 2. Stephen L & Jane W Smith, Parcel No. 0420104138, located at 2614 117th Avenue East involving 9.30 acres out of 10.80 acres, as open space for property tax purposes under the City and pierce county's open space current use assessment program.

Fiscal Note/Consideration:

None, other than the City may see a very slight increase in tax revenue with this new classification.

RESOLUTION NO. 20-0543

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY WASHINGTON, AFFIRMING APPLICATIONS WITHOUT MODIFICATION FOR OPEN SPACE CLASSIFICATION UNDER CURRENT USE ASSESSMENT ON REAL PROPERTY LOCATED AT 2209 88TH AVENUE EAST, PIERCE COUNTY PARCEL NO. 0420096043, INVOLVING 1.77 ACRES OUT OF 2.77 ACRES AND REAL PROPERTY LOCATED AT 2614 117TH AVENUE EAST, PIERCE COUNTY PARCEL NO. 0420104138, INVOLVING 9.30 ACRES OUT OF 10.80 ACRES, AS OPEN SPACE FOR PROPERTY TAX PURPOSES UNDER THE CITY AND PIERCE COUNTY'S OPEN SPACE CURRENT USE ASSESSMENT PROGRAM

WHEREAS, Kirsten Holmquist is the owner of property located at 2209 88th Avenue East, Edgewood, Washington (Pierce County Parcel No. 0420096043) and Stephen L. & Jane W. Smith are the owners of property located at 2614 117th Avenue East (Pierce County Parcel No. 0420104138); and

WHEREAS, the property owners have requested that these portions of their property be included into the statewide Current Use Assessment program authorized under RCW 84.34.037; and

WHEREAS, this classification would reduce the property taxes assessed these property owners on their portions of the property on an on-going basis, contingent upon its continued use as an open space area; and

WHEREAS, the procedure in RCW 84.34.037 allows for separate legislative actions of both the Pierce County Council and the City Council of the City of Edgewood; and

WHEREAS, on September 15, 2020, the Pierce County Council adopted PCC Ordinance No. 2020-115s, which affirmed the applications without modification and directed that the Ordinance be forwarded to the City of Edgewood for affirmation of the application, consistent with RCW 84.34.037; and

WHEREAS, this Resolution is categorically exempt from SEPA under WAC 197-11-800(19); and

WHEREAS, the Council considered this Resolution during its December 15, 2020 City Council study session; and

WHEREAS, on December 22, 2020, the City Council considered the applications for the proposed Open Space Current Use assessments at its regular meeting;

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

Section 1. That the City Council has reviewed the Findings of Fact adopted by the Pierce County Council in PCC Ordinance No. 2020-115s (attached hereto as Exhibit A and incorporated herein by this reference) and adopts the same by reference.

Section 2. The approval of the application for Case No. OS8-19, Kirsten Holmquist, for property located at **located at 2209 88th Avenue East**, Edgewood, Washington (Pierce County Parcel No. **0420096043**) Open Space classification of 1.77 acres, as more fully and legally described in Exhibit A to PCC Ordinance No. 2020-115s, is hereby affirmed without modification.

Section 3. The approval of the application for Case No. OS9-19, Stephen L. & Jane W. Smith, for property located at 2614 117th Avenue East, Edgewood, Washington (Pierce County Parcel No. **0420104138**) Open Space classification of 9.30 acres, as more fully and legally described in Exhibit A to PCC Ordinance No. 2020-115s, is hereby affirmed without modification.

Section 4. That the City Clerk is directed to forward this City of Edgewood Resolution to the Clerk of the Pierce County Council, in order to complete the process, as described in Pierce County Ordinance No. 2020-115s.

Section 5. This Resolution shall become effective upon passage.

PASSED THIS 22ND DAY OF DECEMBER, 2020.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Sponsored by: Councilmember Douglas G. Richardson
Requested by: County Executive/Planning and Public Works

ORDINANCE NO. 2020-115s

An Ordinance of the Pierce County Council Affirming Applications for Open Space Classification Under Current Use Assessment on Certain Properties Located Within the Incorporated Boundaries of the City of Edgewood in Pierce County; Directing the Clerk of the Council to Forward this Ordinance to the City of Edgewood for its Affirmation of these Applications Consistent with Revised Code of Washington 84.34.037; and Adopting Findings of Fact. (Application Nos. OS8-19 and OS9-19)

Whereas, certain property owners have filed an application with Pierce County for Open Space Classification in accordance with Chapter 84.34 Revised Code of Washington (RCW), as amended; and

Whereas, RCW 84.34.037 provides that, "...applications for classification of land in an incorporated area shall be acted upon by: (a) A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or (b) separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications."; and

Whereas, the property in Open Space Applications OS8-19 and OS9-19 are located inside the boundaries of the City of Edgewood; and

Whereas, the provisions of Chapter 2.114 of the Pierce County Code (PCC) set forth applicable procedures for the review and hearing of Current Use Assessment Applications; and

Whereas, the Pierce County Department of Planning and Public Works provided a copy of the applications to the City of Edgewood, as required by PCC 2.114.090 A.2; and

Whereas, the requirements of Chapter 2.114 PCC have been met with respect to the subject applications; and



1 **Whereas**, the Pierce County Departments of Planning and Public Works and the
2 Assessor-Treasurer, in cooperation with the City of Edgewood, have reviewed the
3 applications and provided a Staff Report concerning the applications; and
4

5 **Whereas**, the Staff Report includes a recommendation of approval of 20 points
6 for Parcel No. 0420096043 for Application No. OS8-19, Kirsten Holmquist, for
7 classification of 1.77 acres as Open Space under Current Use Assessment, based on
8 the Open Space Public Benefit Rating System, consistent with Findings of Fact,
9 attached hereto and incorporated as Exhibit A; and
10

11 **Whereas**, the Staff Report includes a recommendation of approval of 25 points
12 for Parcel No. 0420104138 for Application No. OS9-19, Stephen L & Jane W Smith, for
13 classification of 9.30 acres as Open Space under Current Use Assessment, based on
14 the Open Space Public Benefit Rating System, consistent with Findings of Fact,
15 attached hereto and incorporated as Exhibit B; and
16

17 **Whereas**, the Pierce County Council has followed all applicable procedures and
18 finds that the applications set forth herein for Open Space classification, as more fully
19 described in the attached Exhibits, have been properly reviewed and considered; **Now**
20 **Therefore**,

21
22 **BE IT ORDAINED by the Council of Pierce County:**
23

24 Section 1. Application Case No. OS8-19 for Kirsten Holmquist is approved for 20
25 points based on the Open Space Public Benefit Rating System in Chapter 2.114 PCC
26 for Open Space classification of 1.77 acres, as more fully described in Exhibit A, which
27 is attached hereto and incorporated herein by reference.
28

29 Section 2. Application Case No. OS9-19 for Stephen L & Jane W Smith is
30 approved for 25 points based on the Open Space Public Benefit Rating System in
31 Chapter 2.114 PCC for Open Space classification of 9.30 acres, as more fully described
32 in Exhibit B, which is attached hereto and incorporated herein by reference.
33

34 Section 3. The Clerk of the Council is hereby directed to forward this Ordinance
35 to the City of Edgewood for its affirmation of the applications contained herein, and
36 subsequent filing of official documentation of its legislative action of affirmation with the
37 Clerk of the Council.
38

39 Section 4. The applicants shall take all steps specified by the Planning and
40 Public Works Department to ensure that the legal descriptions set forth in the
41 applications are true and correct descriptions of the properties to be placed under the
42 Current Use Assessment.
43
44



1 Section 5. The applicants shall execute the required agreement regarding their
2 Current Use Assessment authorization as provided by Chapter 2.114 PCC.

3
4 PASSED this 24th day of November, 2020.
5
6

7 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

8
9
10 Denise D. Johnson
11 Denise D. Johnson
12 Clerk of the Council
13
14

Douglas G. Richardson
15 Douglas G. Richardson
16 Council Chair
17
18

Bruce F. Dammeier
19 Bruce F. Dammeier
20 Pierce County Executive
21 Approved X Vetoes _____, this
22 20th day of November,
23 2020.

24 Date of Publication of
25 Notice of Public Hearing: November 11, 2020

26 Effective Date of Ordinance: December 10, 2020



OS8-19, Kirsten Holmquist, Parcel No. 0420096043, 2209 88th Avenue East, City of Edgewood:

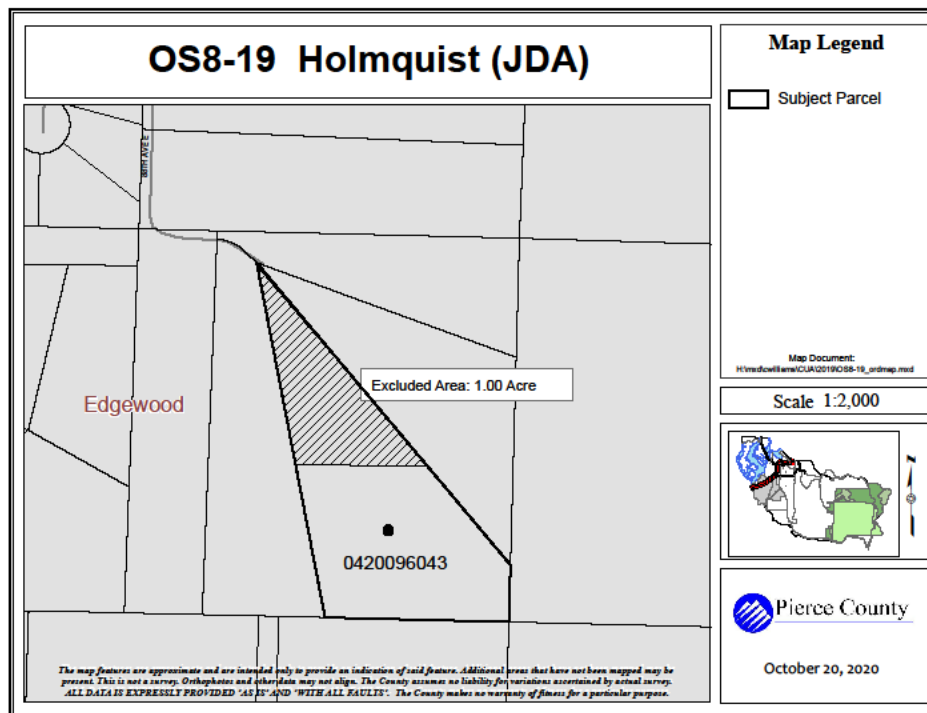
LEGAL DESCRIPTION OF THE PROPERTY
UNDER CURRENT USE ASSESSMENT

RTSQQ: 04200923

0420096043; L 2 OF S P 2002-09-11-5005 EASE OF REC OUT OF 2-073 SEG R-0213
09/18/2002CL

DESCRIPTION OF AREA
EXCLUDED FROM THE CURRENT USE ASSESSMENT

EXCEPT A 1.00 ACRE AREA OF THE PROPERTY USED FOR EXISTING
RESIDENTIAL USES, SEE ATTACHED MAP.



FINDINGS OF FACT

Case No. OS8-19, Kirsten Holmquist

The County Council finds as follows:

1. The applicant has applied for classification of land as Open Space land pursuant to Revised Code of Washington (RCW) 84.34.020(1).
2. The property in Case OS8-19 qualifies for open space pursuant to RCW 84.34.020(1).
3. The property in Case OS8-19, Parcel No. 0420096043 qualifies for a total of 15 resource points, the maximum, on 1.77 acres under the Open Space Public Benefit Rating System (PBRs): Five high priority resource points each for containing fish and wildlife habitat conservation areas, streams, and wooded areas. The site also qualifies for five bonus points for being located within the municipal boundaries of the City of Edgewood.
4. At a properly noticed hearing, the County Council finds that the property in Case OS8-19 meet the purpose and intent of RCW84.34.020(1) and recommends approval of the classification of 1.77 acres as Open Space land with 20 points under the Open Space Public Benefit Rating System on Parcel No. 0420096043.
5. Pursuant to RCW 84.34.037, the County Council's affirmative approval of this application by this Ordinance will be forwarded to the City of Edgewood for its affirmation of the application.



OS9-19, Stephen L & Jane W Smith, Parcel No. 0420104138, 2614 117th Avenue East,
City of Edgewood:

LEGAL DESCRIPTION OF THE PROPERTY
UNDER CURRENT USE ASSESSMENT

RTSQQ: 04201041

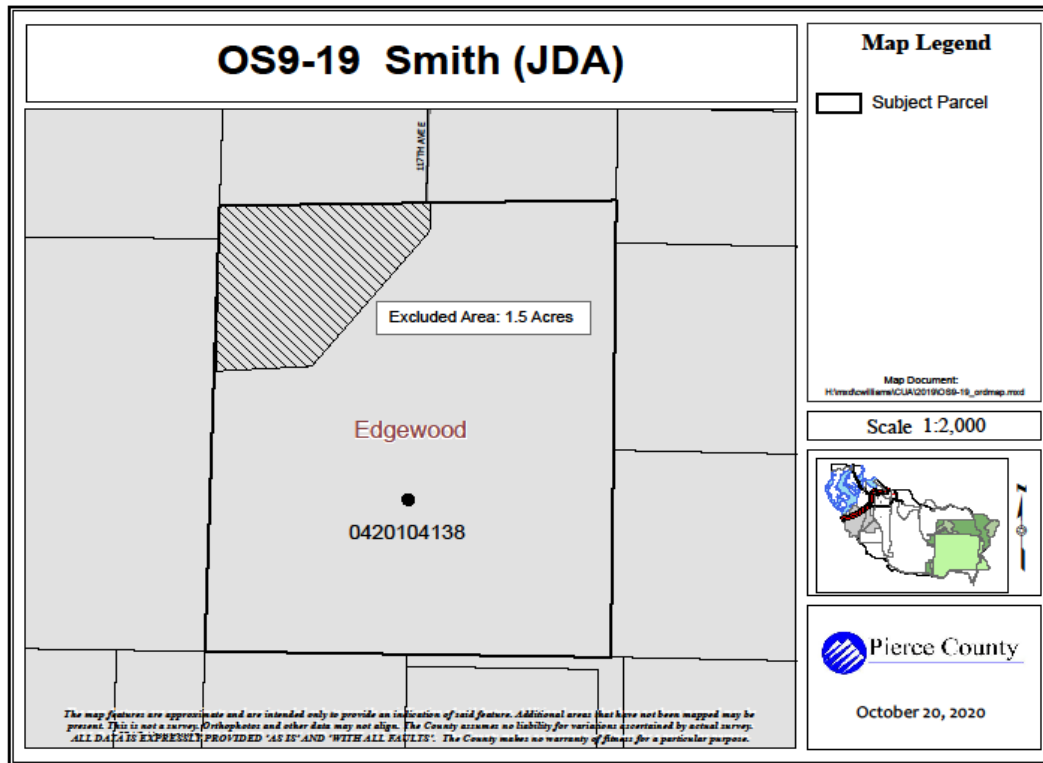
0420104138; L 2 OF L L 95-08-14-0066 AN AMEND OF L L 91-07-01-0065 EASE OF
REC CURRENT USE RCW 84.34 AGRI 10.8 AC AFN 9304260076 1993 OUT OF 4-
000 SEG C0738MD 8/22/91BO DC4579MD12/9/91BO DC9/1/95JU TITLE
ELIMINATION MAKE - MARLE - MODEL - DESERT MANOR - YEAR - 1992 - SERIAL
- HOO5639AB - TPO -%034602 (5000058165) AFN 9204140541 TRANSFER FOR
THE 2010 TAX YR

DESCRIPTION OF AREA
EXCLUDED FROM THE CURRENT USE ASSESSMENT

EXCEPT A 1.50 ACRE AREA OF THE PROPERTY USED FOR EXISTING
RESIDENTIAL USES, SEE ATTACHED MAP.



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FINDINGS OF FACT

Case No. OS9-19, Stephen L & Jane W Smith

The County Council finds as follows:

1. The applicants have applied for classification of land as Open Space land pursuant to Revised Code of Washington (RCW) 84.34.020(1).
2. The property in Case OS9-19 qualifies for open space pursuant to RCW 84.34.020(1).
3. The property in Case OS9-19, Parcel No. 0420104138 qualifies for a total of 15 resource points, the maximum, on 9.30 acres under the Open Space Public Benefit Rating System (PBRs): Five high priority resource points each for containing agricultural land, fish and wildlife habitat conservation areas, and wetlands. The site also qualifies for 10 bonus points for being located within the municipal boundaries of the City of Edgewood and for creating a linkage of open space parcels.
4. At a properly noticed hearing, the County Council finds that the properties in Case OS9-19 meet the purpose and intent of RCW84.34.020(1) and recommends approval of the classification of 9.30 acres as Open Space land with 25 points under the Open Space Public Benefit Rating System on Parcel No. 0420104138.
5. Pursuant to RCW 84.34.037, the County Council's affirmative approval of this application by this Ordinance will be forwarded to the City of Edgewood for its affirmation of the application.





City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0544 - a motion approving Resolution No. 20-0544, authorizing the Mayor to execute a contract with Pierce Transit - Pierce County Combined Communications Network (CCN) to use Single County Wide Communications System and the maintenance of city owned radio equipment	Agenda Item #: 4.I
	For Agenda of: 12/22/2020
	Prepared by: Matthew Ray
Attachments (list): 1. Resolution Pierce Transit - Pierce County Combined communications network 2. con 2020-2025 Edgewood Police Department 3. Edgewood PD 2020-2022 4. 2021SAA- Exhibit A 5. 2021 Edgewood CCN SAA Contract	
Approval of Materials: Matthew Ray Rachel Pitzel 12/17/2020 Dave Gray 12/17/2020 Daryl Eidinger 12/18/2020	Expenditure Required: \$5,000 Annually
	Amount Budgeted: \$5,000
	Timeline: 12/15/2020 – Study Session 12/22/2020 - Regular Meeting

Summary Statement:

In the best of times it is critical that City staff are able to reliably communicate with each. This is even more important during the current pandemic where we have staff working solo in the field and relying on technology to stay connected. Due to the local geography cell reception is not always reliable and it is important to have a backup.

In evaluating this need we found a common denominator where Pierce County Public Works, Sheriff Department and Lake Haven Water District are all using Pierce County's Combined Radio Network to fill this same need. In layman terms this is the Motorola Radios mounted in vehicles or that our officers carry around with them.

The three agreements before you today are to allow ten devices to be on the Pierce County Network, kept up to date and allow any maintenance of the equipment to be done by Pierce County for use during emergencies connecting all of the agencies above who are using the network. In addition Pierce County will dedicate a channel for our four Public Works staff to use to communicate on a day to day basis to coordinate operations such as flagging and underbrush maintenance.

Item History:

N/A

Recommended Action:

MOTION to approve under the Consent Agenda Resolution No. 20-0544, authorizing the Mayor to execute a contract with Pierce Transit - Pierce County Combined Communications Network (CCN) to use Single County Wide Communications System and the maintenance of city owned radio equipment.

Fiscal Note/Consideration:

RESOLUTION NO. 20-0544

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PIERCE TRANSIT – PIERCE COUNTY COMBINED COMMUNICATIONS NETWORK (CCN) TO USE SINGLE COUNTY WIDE COMMUNICATIONS SYSTEM AND THE MAINTENANCE OF CITY OWNED RADIO EQUIPMENT

WHEREAS, ; First Responders ability to communicate during an emergency is key to ensure public safety, protection of property, and coordinate response efforts; and

WHEREAS, the City has determined it is in the City's best interests to add interoperable radios to provide Public Works and First Responders a reliable communication network that works with Pierce County staff; and

WHEREAS, Pierce County Transit maintains and operates a County Wide Radio network providing Radio Frequency to the County, Cities and Utilities made up therein; and

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

Section 1. Contract Authorized. The Mayor is authorized to execute the System Access, Use, Maintenance and Radio Frequency Use Mutual Aid Agreements with Pierce Transit-Pierce County Combined Communications Network, attached hereto and incorporated herein not to exceed \$5,000 annually.

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

ADOPTED THIS 22ND DAY OF DECEMBER, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

AGREEMENT FOR COMMUNICATIONS MAINTENANCE PROGRAM

AGREEMENT made November 1, 2020, between PIERCE COUNTY, herein referred to as “County,” and CITY OF EDGEWOD, referred to as “Agency”.

SECTION I. THE PARTIES

This is a communications maintenance and installation program contract between Agency and County.

SECTION II. TERM OF AGREEMENT – TERMINATION

This agreement shall commence as of November 1, 2020 and terminate on October 31, 2025. Either party may terminate this agreement upon thirty (30) days written notice.

SECTION III. OBLIGATIONS OF COUNTY

- A. All maintenance, repair, installation, engineering, and upgrading of Agency’s radio communications system previously agreed to by Agency and County shall be carried out by County, according to time schedules and location of work arrangements to be negotiated by the parties giving due consideration to the immediacy of the need and the workload of the County.
- B. On notice from Agency, County shall make any repairs necessitated by normal wear and tear resulting from normal operation, whenever such repairs are required for safe and proper operation of radio system unit.
- C. County and its agents and representatives shall at all reasonable times be given access to the radio system unit for the purpose of inspecting, altering, repairing, improving or adding to or removing the same.
- D. The described work on base station and associated equipment will be done on site. Work on all equipment, including portables, will be performed at the County Radio Shop, which shall include installation of radio equipment in all Agency’s vehicles.

SECTION IV. FEES

Agency shall reimburse the County for its services described above, at the rate of One Hundred Twenty Five (\$125.00) Dollars per hour from 7:30 a.m. through 4:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized by Agency. In addition, the County shall be reimbursed its cost plus 20% for all materials and parts provided by County; except that prior written authorization by Agency shall be required for materials or parts in excess of Five Hundred (\$500.00) dollars. Payment shall be made by Agency within thirty (30) days of presentation of invoice listing time, parts and materials by the County. In the event of a fee increase, written notice will be given Sixty (60) days prior to the increase.

SECTION V. INDEMNITY

Notwithstanding anything to the contrary contained in this agreement, Agency shall not be responsible or liable in any manner whatsoever for, and the County shall indemnify Agency against any and all claims, suits, damages, costs or expenses arising from or growing out of, or caused by any negligence in connection with the installation, maintenance, engineering or upgrading of the radio system unit performed by the County, except for the sole negligence of Agency. The County will not be responsible for claims arising out of the Antenna Supporting Structures.

SECTION VI. ASSIGNABILITY

This agreement shall not be assigned by County without the written consent of Agency. If this agreement is assigned without Agency's written consent either by act of County or by operation of law, it shall thereupon terminate subject to the provisions herein before set forth.

SECTION VII. GOVERNING LAW

This agreement shall be governed by and construed under the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

Agency:

Agency Signature

Date

Title of Signatory Authorized by Firm Bylaws

Name: _____

UBI No. _____

Address: _____

Mailing
Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney

Date

Recommended:

Budget and Finance

Date

Approved:

Department Director

Date

RADIO FREQUENCY USE MUTUAL AID AGREEMENT (MAA)

Between

PIERCE TRANSIT-PIERCE COUNTY COMBINED COMMUNICATIONS NETWORK (CCN)

And

CITY OF EDGEWOOD

This Mutual Aid Agreement (MAA) is made by and between Pierce Transit-Pierce County Combined Communications Network (hereinafter “CCN”) and City of Edgewood (hereinafter “Agency”) to memorialize their mutual understanding regarding access, for the purposes of mutual aid only, to the Single County-Wide Communication System, (hereinafter “SCWCS”), for use of its mobile, portable radios and associated equipment from November 1, 2020 through October 31, 2022.

OVERVIEW

The SCWCS consists of, but is not limited to, the following Subsystems associated to the 700, 410 VHF, VHF Overlay, and UHF systems:

P25 Master Site	Microwave	Fiber
Networking	Radio Infrastructure	Recording
Key Management	Wireless Data	Spectrum Assets

1. RECITALS

- 1.1 The Agency desires to access the SCWCS for public safety and first responder mutual aid, using its approved mobile and portable radios and associated equipment, on a non-exclusive shared basis with Pierce Transit and Pierce County (the “CCN Parties”), and other Subscribers operating on the system;
- 1.2 The CCN desires to provide the Agency access to the SCWCS for mutual aid use only under the terms and conditions provided herein; and
- 1.3 NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective parties hereto, and other good consideration, it is mutually agreed as follows:

2. AGENCY RESPONSIBILITIES

- 2.1 Agency acknowledges and agrees that its access to and use of the SCWCS is for mutual aid purposes only, and is on a non-exclusive, shared basis with other Agencies of the system, including the CCN

Parties. Agency agrees that it will operate its equipment so as not to cause undue interference with any other Agency operating on the SCWCS.

- 2.2 It is the responsibility of the Agency to perform its own communications coverage study to ensure that the Agency is fully aware of the coverage within its operational area. Therefore, the Agency is accepting the SCWCS coverage “as is”.
- 2.3 Agency shall assume responsibility for all Agency employees, contractors, subcontractors and or agents having access to and use of the SCWCS.
- 2.4 Agency agrees that its access to and use of the system is for mutual aid purposes only and shall at all times comply with the rules and regulations set forth by Part 90 of the Federal Communication Commission Rules and Regulations for public safety, first responder, and public service Agency communications, including but not limited to Part 90, Subpart R of the Rules of the FCC, 47 C.F.R. § 90.521, et seq.; Section 90.179 of the Rules of the FCC, 47 C.F.R. § 90.179 (shared use of radio stations); all other Rules of the FCC and all decisions and orders of the FCC applicable to SCWCS and Subscriber’s access to and use thereof, including all FCC technical requirements applicable to its use of the system; and the Communications Act of 1934, as amended (“FCC Rules”). Subscriber Agency will immediately cease any operation that is contrary to the FCC Rules.
- 2.5 Agency will provide notice to CCN of any FCC correspondence or inquiries on matters that relate to its access to or use of the SCWCS within three (3) business days of Agency’s receipt thereof.
- 2.6 Agency shall notify the Principal Contacts in Section 11 by e-mail and phone call if one or more of its subscriber units have been lost or stolen within twenty-four (24) hours of determining that the subscriber units have been lost or stolen.
- 2.7 Subscriber Equipment: Agency assumes all costs and responsibility for providing the Agency subscriber units (portables, mobiles, base stations, and consolettes) that will have access to the SCWCS. Agency may only use subscriber equipment that is compatible with and does not impact the capability and daily operations of the SCWCS, and has been approved by CCN.
 - (a) Agencies are responsible for acquiring their own subscriber equipment.
 - (b) Agency is responsible for proper Preventive Maintenance (PM) and repair of their Agency’s equipment. This assures that the Agency subscriber equipment is in optimal operating order and will not have an adverse impact on other Subscriber Agencies use of the SCWCS.
 - (c) Agency mobile radios and control stations will not exceed 10 watts of power output.

3. STIPULATIONS

- 3.1 Interoperable communications are essential for mutual aid operations; this agreement is entered into and provides for joint mutual aid operations on Pierce County and Pierce Transit frequencies in accordance with the following stipulations.
 - (a) Operations are not authorized until this Frequency Use Agreement is signed by both parties.
 - (b) Operations are not authorized until the Principal Contacts under section 11 has been completed by both parties.

- (c) Uses of the authorized frequencies are for official use only and are restricted to intercommunication for the purpose of public safety mutual aid communications only.
- (d) The Agency operations under this agreement must conform in all respects to any restriction or limitation imposed by the Federal Communications Commission (FCC) on the principal licensee (Pierce County and Pierce Transit).
- (e) The CCN shall incur no additional costs as a result of the Agency use of the system, and the Agency shall bear all costs associated therewith.
- (f) All radios operated by the Agency utilizing the CCN radio system shall be FCC Part 90 Certified and have been programmed, serviced and repaired only by industry-qualified personnel at a manufacturer-authorized land mobile radio service facility. The Agency shall bear all costs associated with therewith.

3.2 No change, alteration or amendment of this Agreement may be made except by written consent of both parties

4. DURATION, CANCELLATION & TERMINATION

4.1 The MAA shall not exceed two (2) years.

4.2 The MAA may also be cancelled by the CCN or the agency with thirty (30) day written notice.

5. INTERRUPTION OF SERVICE; FORCE MAJEURE

5.1 CCN shall not be liable to Agency or any other person for any loss or damage, regardless of cause. CCN does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of CCN or its subcontractors, including but not restricted to, acts of God, or governmental entities, or of the public enemy, strikes, or unusually severe weather conditions.

6. LIMITATIONS OF LIABILITY; INDEMNIFICATION

6.1 Agency acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. CCN is not liable to Agency for any claims, loss, damages or cost which may result from lack of privacy on the system.

6.2 Agency hereby agrees to indemnify and save CCN harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the radio system by Agency or those using Agency's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of the Agency with the facilities of CCN or any carrier; and against all other claims arising out of any act or omission of Agency in connection with the facilities or service provided by CCN.

6.3 The Parties to this MAA verify their represented agencies and customers accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees acting within the scope of their employment under this MAA to the fullest extent permitted by law.

Signatories shall not be held personally liable for financial or any other obligations, clauses, or responsibilities regarding this system or its affects.

- 6.4 Agency agrees to release, defend, indemnify and hold harmless CCN, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this MAA, including without limitation, claims for personal injury or wrongful death.

7. NOTICES

- 7.1 All notices given under this MAA, except for emergency service requests, will be made in writing. All notices must be sent to the CCN and Agency Principal Contacts provided in section 11.

8. MISCELLANEOUS

- 8.1 **Modification:** The CCN, upon Thirty (30) days advance written notice to Agency, may modify the MAA terms. Terms in this MAA that are specific to the Agency may be modified by a written amendment signed by both parties.
- 8.2 **Governing Law:** This MAA shall be governed by, and construed in accordance with the laws of the State of Washington.
- 8.3 **Change of Law:** Agency recognizes that applicable FCC Rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, CCN in its sole discretion has the right without liability to modify this MAA to comply with any such changes.
- 8.4 **Assignment:** This MAA is for the Agency and may not be assigned in whole or in part by the Agency to any other person or entity, without CCN's prior expressed consent, which shall not be unreasonably withheld. CCN reserves the right to assign this MAA or subcontract any of its obligations hereunder.
- 8.5 **Effective Date:** This MAA is effective upon signature of both parties.

9. Optional Upgrades, Repair, Maintenance and Installation

- 9.1 Agency shall reimburse the County for its services, including the programming of subscriber equipment and related database management, at the rate of One Hundred Twenty Five (\$125.00) Dollars per hour from 7:30 a.m. through 4:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized by Agency. Payment shall be made by Agency within thirty (30) days of presentation of invoice listing time, parts and materials by the County.

10. Principal Contacts: the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

CCN Pierce County Contact

Name **Tim Lenk**

Position **Chief of Operations**
Title

Telephone **253-798-7011**

E-Mail **Tim.lenk@piercecountywa.gov**
Address

CCN Pierce County Technical Contact

Name Ron Taylor

Position Systems Manager
Title

Telephone 253-797-4109

E-Mail Ronald.taylor@motrolasolutions.com
Address

CCN Pierce Transit Contact

Name

Position Title

Telephone

E-Mail Address

CCN Pierce Transit Technical Contact

Name Ron Taylor

Position Systems Manager
Title

Telephone 253-797-4109

E-Mail Ronald.taylor@motrolasolutions.com
Address

Mutual Aid Agency Operational Contact

Name

Position Title

Telephone

E-Mail Address

Mutual Aid Agency Technical Contact

Name

Position Title

Telephone

E-Mail Address

IN WITNESS OF, the parties below have caused this instrument to be executed on the day and year written below:

**COMBINED COMMUNICATION NETWORK (CCN)
CONTRACT SIGNATURE PAGE**

Contract #

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

Agency:

CCN:

Approved As to Legal Form Only:

Signature

Date

Title of Signatory

CCN Chief Counsel

Date

Name: _____

Recommended:

Pierce County Budget and Finance

Date

Approved:

CCN Executive Director
(less than \$250,000)

Date

CCN Executive Board Chair

Date

(over \$250,000)

EXHIBIT A: CONTACT INFORMATION

CCN SUBSCRIBER AGENCY POINT OF CONTACT INFORMATION FOR 24 X 7, AFTER-HOURS EMERGENCY CONTACT PURPOSES

PRIMARY CONTACT NAME	Matthew Ray
WORK PHONE	253-392-2562
MOBILE PHONE	253-250-2719
PRIMARY EMAIL	matthew@cityofedgewood.org

SECONDARY CONTACT NAME	Jeremy Metzler
WORK PHONE	253-831-4266
MOBILE PHONE	253-878-2758
PRIMARY EMAIL	jeremy@cityofedgewood.org

CCN POINT OF CONTACT INFORMATION FOR 24 X 7, AFTER-HOURS EMERGENCY CONTACT PURPOSES (INCLUDE THE EMERGENCY MANAGEMENT DUTY OFFICER)

PRIMARY CONTACT NAME	CCN On Call Technician
WORK PHONE	(253) 798-7111

SECONDARY CONTACT NAME	Pierce County Emergency Management Duty Officer
WORK PHONE	(253) 798-7470

SYSTEM ACCESS AND USE AGREEMENT (SAA)

Between

**PIERCE TRANSIT-PIERCE COUNTY COMBINED COMMUNICATIONS NETWORK
(CCN)**

And

CITY OF EDGEWOOD

This System Access and Use Agreement ("Agreement") is made by and between the joint venture of Pierce Transit-Pierce County Combined Communications Network ("CCN") and "City of Edgewood" ("Subscriber Agency") for access by Subscriber Agency's approved mobile and portable radios and associated approved equipment to the CCN Single County-Wide Communication System ("SCWCS"), .

1. OVERVIEW

The SCWCS consists of, but is not limited to, the following Subsystems associated to the 700, 410 VHF, and UHF systems:

P25 Master Site	Microwave	Fiber
Networking	Radio Infrastructure	Recording
Key Management	Wireless Data	Spectrum Assets

2. RECITALS

- 2.1 Subscriber Agency desires to access the SCWCS for public safety, first responder, and public service communications, using its approved mobile and portable radios and associated approved equipment on a non-exclusive shared basis with CCN and other Subscribers of the SCWCS.
- 2.2 CCN desires to provide Subscriber Agency access to the SCWCS for such use under the terms and conditions provided herein.
- 2.3 Subscriber Agency agrees to compensate CCN for its share of access to and use of the SCWCS through payment of a Subscriber Agency Fee as provided herein.

3. AGREEMENT

In consideration of the mutual promises and covenants contained herein, to be kept, performed, and fulfilled by the Parties, and other good consideration, it is mutually agreed as follows:

4. CCN RESPONSIBILITIES

- 4.1 CCN represents that the SCWCS coverage reliability target area is designed to deliver a high Digital Audio Quality. CCN will maintain the SCWCS in accordance with current industry standards as established by manufacturer's certified design. Subscriber Agency acknowledges that coverage will vary from location to location because CCN cannot guarantee one hundred percent (100%) coverage.
- 4.2 CCN will provide, install, test, maintain, upgrade and replace the SCWCS, perform CCN's System Administrator responsibilities, and will take reasonable steps to meet the Original Equipment Manufacturer design, maintenance and security requirements. CCN will operate and administer the SCWCS in compliance with applicable FCC Rules.
- 4.3 CCN will provide to Subscriber Agency notice of any SCWCS planned upgrades, maintenance or enhancements. As a part of this notice, CCN will advise Subscriber Agency of potential SCWCS outages or impacts that will affect Subscriber Agency's access to and use of the SCWCS.

5. SUBSCRIBER AGENCY RESPONSIBILITIES

- 5.1 Subscriber Agency acknowledges and agrees that its access to and use of the SCWCS is on a non-exclusive, shared basis with other Subscriber Agencies of the SCWCS, including Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") and Pierce County (collectively, "CCN Parties" or "CCN"). Subscriber Agency agrees that it will operate its equipment so as not to cause undue interference with any other Subscriber Agency of the SCWCS.
- 5.2 Subscriber Agency shall perform its own communications coverage study to ensure that it is fully aware of the coverage within its operational area. Therefore, Subscriber Agency accepts the SCWCS coverage "as is".
- 5.3 Subscriber Agency shall assume responsibility for all Subscriber Agency employees, contractors, subcontractors and agents having access to and use of the SCWCS.
- 5.4 Subscriber Agency agrees that its access to and use of the SCWCS shall at all times comply with the rules and regulations of Part 90 of the Federal Communication Commission Rules and Regulations for public safety, first

responder, and public service Subscriber Agency communications, including but not limited to Part 90, Subpart R of the Rules of the FCC, 47 C.F.R. § 90.521, et seq.; Section 90.179 of the Rules of the FCC, 47 C.F.R. § 90.179 (shared use of radio stations); all other Rules of the FCC; all decisions and orders of the FCC applicable to the SCWCS and Subscriber Agency's access to and use thereof, including all FCC technical requirements applicable to its use of the system; and the Communications Act of 1934, as amended ("FCC Rules"). Subscriber Agency will immediately cease any operation that is contrary to the FCC Rules.

- 5.5 Subscriber Agency shall notify CCN of any FCC correspondence or inquiries on matters that relate to its access to or use of the SCWCS within five (5) business days of Subscriber Agency's receipt thereof.
- 5.6 Subscriber Agency shall notify the CCN Point of Contact individuals on Exhibit A, attached hereto and incorporated herein, within twenty-four (24) hours of any outages, malfunctions, errors or any other functional problems that impact Subscriber Agency's ability to communicate or operate its services using the SCWCS.
- 5.7 Subscriber Agency shall notify CCN Point of Contact individuals on Exhibit A within twenty-four (24) hours of the loss or theft of any subscriber units.
- 5.8 Subscriber Agency shall appoint and identify on Exhibit A a primary and secondary contact as the Subscriber Agency's Point of Contact individuals to serve as its liaison to CCN. These Point of Contact individuals shall be responsible for:
 - (a) Authorizing template modifications;
 - (b) Providing fleet mapping data for record-keeping purposes;
 - (c) Providing after hour emergency telephone numbers; and
 - (d) Attending Customer Advisory Committee and other meetings necessary for the safe and efficient operation of SCWCS.
- 5.9 Subscriber Agency assumes all costs and responsibilities for providing Subscriber Agency subscriber units (portables, mobiles, base stations, and consolettes) that access the SCWCS. Subscriber Agency may only use subscriber equipment that is compatible with and does not impact the capability and daily operations of the SCWCS and has been approved by CCN.
 - (a) Subscriber Agency is responsible for acquiring its own Subscriber equipment.
 - (b) Subscriber Agency is responsible for proper Preventive Maintenance ("PM") and repair of its equipment. Proper PM and repair will assure that Subscriber Agency's equipment is in optimal operating order and will not

have an adverse impact on the use of the SCWCS by other Subscriber Agencies.

6. SUBSCRIBER FEE

- 6.1 Subscriber Agency's SCWCS fee for 2019, which is based on an annual per unit cost of \$1,218.00, shall be as follows ("Subscriber Fee"):

Subscriber Count	Annual System Access Cost
4	\$4,872

- 6.2 This annual fee shall be paid on or before February 28, 2021, without setoff or deduction, based on Subscriber counts from 2020.

7. DURATION, CANCELLATION & TERMINATION

- 7.1 The term of this Agreement shall be one (1) year, from January 1, 2021 through December 31, 2021. This Agreement may be terminated by CCN or Subscriber Agency with ninety (90) days advance written notice.
- 7.2 If this Agreement is terminated for any reason, CCN will provide reasonable assistance, to the extent requested by Subscriber Agency, to facilitate the transfer of services to another system or provider.

8. INTERRUPTION OF SERVICE; FORCE MAJEURE

- 8.1 Except as provided in this Section 8.1, CCN shall not be liable to Subscriber Agency or any other person for any loss or damage, regardless of cause. CCN does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of CCN or its subcontractors, including but not limited to acts of God, governmental entities or public enemies, strikes or unusually severe weather conditions. In the event of any failure or delay attributable to the fault of CCN or its subcontractors, Subscriber Agency's sole remedy shall be limited to the pro rata portion of the Subscriber Fee during the time of such failure or delay. Notwithstanding any other provision contained in this Agreement, Subscriber Agency agrees that no pro rata reduction of the Subscriber Fee shall be made for a single failure or delay of forty-eight (48) hours or less.

9. LIMITATIONS OF LIABILITY; INDEMNIFICATION

- 9.1 In no event shall CCN's liability under, arising out of or relating to this Agreement exceed the amount paid by Subscribing Agency to CCN for access to and use of the SCWCS. In no event will CCN be liable for lost profits, loss of use, loss of data, cost of procurement of substitute services, or any other special, incidental, indirect or consequential damages, however caused, and on any theory

of liability, whether for breach of contract, tort (including negligence and strict liability) or otherwise.

- 9.2 Subscriber Agency acknowledges that the radio service of this Agreement uses radio channels to transmit voice and data communications and that the service may not be completely private. CCN shall not be liable to Subscriber Agency for any claims, losses, damages or costs which may result from lack of privacy on the SCWCS.
- 9.3 Subscriber Agency agrees to indemnify and save CCN harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the SCWCS by Subscriber Agency or those using Subscriber Agency's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of the Subscriber Agency with the facilities of CCN or any carrier; and against all other claims arising out of any act or omission of Subscriber Agency in connection with the facilities or service provided by CCN.
- 9.4 The Parties to this Agreement verify that they and their customers accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees acting within the scope of their employment under this Agreement to the fullest extent permitted by law. Signatories shall not be held personally liable for financial or any other obligations, clauses, or responsibilities regarding the SCWCS or its affects.
- 9.5 Subscriber Agency agrees to release, defend, indemnify and hold harmless CCN, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney's fees, of any nature arising directly or indirectly out of this Agreement, the SCWCS or the services provided by CCN under this Agreement, including without limitation, claims for personal injury or wrongful death.

10. NOTICES

- 10.1 All notices given under this Agreement, except for emergency service requests, shall be in writing. All notices must be sent to CCN and Subscriber Agency POC at the addresses provided in Exhibit A.

11. MISCELLANEOUS

- 11.1 **Modification:** CCN, upon ninety (90) days advance written notice to Subscriber Agency, may modify this Agreement. Terms in this Agreement that are specific to a Subscriber Agency may be modified by a written amendment signed by both Parties.
- 11.2 **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

11.3 **Change of Law:** Subscriber Agency recognizes that applicable FCC Rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, CCN in its sole discretion has the right without liability to modify this Agreement to comply with any such changes.

11.4 **Assignment:** This Agreement is for the Subscriber Agency and may not be assigned in whole or in part by Subscriber Agency to any other person or entity, without CCN's prior express consent, which shall not be unreasonably withheld. CCN reserves the right to assign this Agreement or subcontract any of its obligations hereunder.

12. Optional Upgrades, Repair, Maintenance and Installation

12.1 Maintenance, repair, upgrade and installation of radio communications subscriber equipment, upon notice from Subscriber Agency, will be supported through the Pierce County Radio Shop.

**COMBINED COMMUNICATIONS NETWORK
CONTRACT SIGNATURE PAGE**

Contract #

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CITY OF EDGEWOOD:

Signature Date

Title of Signatory

Name: _____

**COMBINED COMMUNICATIONS
NETWORK:**

Counsel Date

Approved:

CCN Board Chair Date



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0545 - a motion approving Resolution No. 20-0545, requesting the Mayor to execute an amendment extending the Law Enforcement Service Contract with Pierce County through December 31, 2021	Agenda Item #: 4.J
	For Agenda of: 12/22/2020
	Prepared by: Dave Gray
Attachments (list): - Resolution No 20-0545 PCSO Amendment - Contract Signature Page with Contractor line_ - FY2021 COE PCSO Rates Schedule Exhibit A	
Approval of Materials: Dave Gray Rachel Pitzel 12/17/2020 Dave Gray 12/17/2020 Daryl Eidinger 12/18/2020	Expenditure Required: \$3,103,200
	Amount Budgeted: \$3,103,200
	Timeline: SS 12/15/2020 For Discussion with Council RCM 12/22/2020 For Council Action

Summary Statement:

Since incorporation in 1996 the Pierce County Sheriff's Office has contracted with the City to provide law enforcement staffing, equipment, training, liability insurance coverage, and tactical and strategic policing policy development and implementation. The City continues to enjoy the benefits of the economy of scale the relationship rewards a small city that would find it difficult to afford a comparable level of service with a ready and quick to respond auxiliary force including patrol officers, SWAT, bomb squad, evidence management, traffic control emphasis, case management and a continuing list of critical services.

Item History:

Recommended Action:

MOTION to approve under the Consent Agenda Resolution No. 20-0545, requesting the Mayor to execute an amendment extending the Law Enforcement Service Contract with Pierce County through December 31, 2021.

Fiscal Note/Consideration:

The 2021 contract includes the addition of one patrol officer moving headcount to 11 from 10.

RESOLUTION NO. 20-0545

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, REQUESTING THE MAYOR EXECUTE AN AMENDMENT EXTENDING THE LAW ENFORCEMENT SERVICE CONTRACT WITH PIERCE COUNTY THROUGH DECEMBER 31, 2021

WHEREAS, the City of Edgewood has enjoyed a mutually beneficial law enforcement services agreement with the Pierce County Sheriff's Department since the City's formation in 1996; and

WHEREAS, the City has continued to evaluate the cost at levels of service in detail every several years; and

WHEREAS, the result being the highest level of service for the lowest cost provided the citizens of Edgewood is integrating the City law enforcement effort into the larger, full service capability and capacity of the Pierce County Sheriff's Office; and

WHEREAS, the out-of-pocket contract cost, when viewed within the context of training, bargaining effort, hardware, software, equipment and liability, and the fact that as a part of the larger Sheriff's contingent capable of responding to the City's standing force as an integrated single department benefits both the City and the County;

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

Section 1. The Mayor is hereby authorized to execute the amendment attached as Exhibit A, extending the Interlocal Agreement for law enforcement services through December 31, 2021 and beyond per the amendment provisions.

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

ADOPTED THIS 22ND DAY OF DECEMBER, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CONTRACTOR:

Daryl Eidinger Date

City of Edgewood Mayor

Name: Mayor Daryl Eidinger

UBI No. 601-671-344

Address: 2224 104th Avenue East
Edgewood, WA 98372-1513

Contact Name: Dave Gray, Asst. City
Administrator
Email: dave@cityofedgewood.org
Phone: 253.831.4256

INVOICING: finance@cityof Edgewood.org
253.952.3299

PIERCE COUNTY:

Approved as to Legal Form Only:

Prosecuting Attorney Date

Approved:

Finance Date

Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date

Exhibit "A"

2021 City of Edgewood Pierce County Sheriff Services Proposal **With One Additional Deputy Added**

Function	Title	Number	Unit Cost	Annual Cost
Command	Chief (14-29)	1	\$ 250,700	\$ 250,700
Supervision	Sergeant	1	\$ 199,330	\$ 199,330
Basic Patrol/Traffic	Deputy	11	\$ 190,340	\$ 2,093,740
Investigator	Deputy	1	\$ 190,340	\$ 190,340
Investigations (Major Crimes and Investigative Support)			\$ 91,740	\$ 91,740
Administration	Office Assistant 3	1	\$ 106,440	\$ 106,440
Specialized Services (Canine, SWAT, Hazardous Device)	No Charge		\$ -	\$ -
Credit for Unincorporated Responses				\$ (12,470)
SS911 (Subject to modification once they set the new rates)			\$ 183,380	\$ 183,380
Total:		15		\$ 3,103,200

In addition, in order to outfit the deputy with a vehicle, public safety package, quartermaster package and training, there will be a one-time charge of \$90,000 per additional deputy.

Exhibit "A"

2021 City of Edgewood Pierce County Sheriff Services

Function	Title	Number	Unit Cost	Annual Cost
Command	Chief (0-13)	1	\$ 237,630	\$ 237,630
Supervision	Sergeant	1	\$ 199,330	\$ 199,330
Basic Patrol/Traffic	Deputy	10	\$ 190,340	\$ 1,903,400
Investigator	Deputy	1	\$ 190,340	\$ 190,340
Investigations (Major Crimes and Investigative Support)			\$ 91,740	\$ 91,740
Administration	Office Assistant 3	1	\$ 106,440	\$ 106,440
Specialized Services (Canine, SWAT, Hazardous Device)	No Charge		\$ -	\$ -
Credit for Unincorporated Responses				\$ (12,470)
SS911 (Subject to modification once they set the new rates)			\$ 183,380	\$ 183,380
Total:		14		\$ 2,899,790

Exhibit "A"

2020 City of Edgewood Pierce County Sheriff Services

Function	Title	Number	Unit Cost	Annual Cost
Command	Chief	1	\$ 230,710	\$ 230,710
Supervision	Sergeant	1	\$ 193,520	\$ 193,520
Basic Patrol/Traffic	Deputy	10	\$ 184,800	\$ 1,848,000
Investigator	Deputy	1	\$ 184,800	\$ 184,800
Investigations (Major Crimes and Investigative Support)			\$ 89,070	\$ 89,070
Administration	Office Assistant 3	1	\$ 103,340	\$ 103,340
Specialized Services (Canine, SWAT, Hazardous Device)	No Charge		\$ -	\$ -
Credit for Unincorporated Responses				\$ (12,110)
SS911 (Subject to modification once they set the new rates)			\$ 171,310	\$ 171,310
Total:		14		\$ 2,808,640



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-065 - a motion to approve the removal of Jerrod Goode from Position No. 3 of the Planning Commission	Agenda Item #: AB20-065
	For Agenda of: 12/22/2020
	Prepared by: Darren Groth
Attachments (list):	
Approval of Materials: Darren Groth Rachel Pitzel 12/15/2020 Dave Gray 12/17/2020 Daryl Eidinger 12/17/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline:

Summary Statement:

In accordance with Edgewood Municipal Code (EMC) Subsection 2.30.020.D, "A commissioner shall attend no less than 80 percent of regular meetings during any 12-month period for which there is no prearranged absence approved by the chair. Failure to meet these attendance requirements shall be grounds for removal by the city council." During the December 14, 2020 Planning Commission meeting, Chair Overfield confirmed the repeated absences by Commissioner Goode were not prearranged and approved, which means these failed attendance requirements shall be grounds for removal. Per EMC 2.30.020.F, this agenda item is intended to allow the removal of Commissioner Goode by a majority vote of the City Council.

Item History:

Recommended Action:

Vote on the removal of Jerrod Goode from Planning Commission Position No. 3.

Fiscal Note/Consideration:



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0595 - a motion adopting Ordinance No. 20-0595, amending the Budget for the 2020 Fiscal Year	Agenda Item #: 5.B
	For Agenda of: 12/22/2020
	Prepared by: Dave Gray
Attachments (list): 1. Ord No 20-0595 2020 Budget Amendment No 2_ 2. 2020 Budget Amendment No 2 Fund Impact Detail 3. 2020 Cares Act Spreadsheet of Expenses EXHIBIT B BA NO. 2	
Approval of Materials: Dave Gray Rachel Pitzel 12/17/2020 Dave Gray 12/18/2020 Daryl Eidinger 12/18/2020	Expenditure Required: \$512,550 Cares Act Additional Revenue & Expenditures, \$45,000 Budget Impact for Line item Budget Housekeeping.
	Amount Budgeted: The Amendment adds Revenue & Expenditures to a total of \$512,550.00 to the Appropriated Budget of \$35,311,015.00 for addition of the CARES Act revenue and expenses and a housekeeping move from REET2 to Streets Capital Road Preservation of \$45,000.
	Timeline: SS-12/15/2020 For Council Discussion RCM - 12/22/2020 For Potential Council Action

Summary Statement:

Year End Budget Amendment: CARES Act Grant & Minor Line Item Housekeeping

Item History:

Recommended Action:

MOTION to adopt Ordinance No. 20-0595, amending the Budget for the 2020 Fiscal Year.

Fiscal Note/Consideration:

ORDINANCE NO. 20-0595

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AMENDING THE BUDGET FOR THE 2020 FISCAL YEAR, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, State law, Chapter 35A.33 RCW, requires the City of Edgewood adopt an annual budget and provides procedures for such; and

WHEREAS, the City of Edgewood established its 2020 Budget in Ordinance No. 19-0566, which was subsequently amended pursuant to Ordinance No. 20-0575 on March 12, 2020, to reflect a housekeeping change to the 2020 Salary Schedule; and

WHEREAS, the City Council desires to again amend the 2020 Budget to reflect the addition of a Washington State Department of Commerce Federal Pass-Through CARES Act Grant together with several minor housekeeping line item budget changes;

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

Section 1. Amending 2020 Budget. The 2020 Budget approved with Ordinance 19-0566, and as amended by Ordinance 20-0575, is amended to add the CARES Act Grant of \$512,550 and a housekeeping transfer of REET2 2019 Ending Fund Balance of \$45,000 to the Capital Street Preservation Fund, attached as Exhibit A and Exhibit B.

Section 2. Direction to Staff: Staff is hereby authorized and instructed to make the necessary changes to the printed form of the 2020 Budget to reflect the above amendments.

Section 3. Transmittal. The City Clerk is hereby authorized and directed to transmit a certified copy of this ordinance to the Association of Washington Cities, the Auditor of the State of Washington, and Municipal Research Services Center.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

PASSED BY THE CITY COUNCIL THIS 22ND DAY OF DECEMBER, 2020.

Mayor, Daryl Eidinger

Attest/Authenticated:

City Clerk, Rachel Pitzel, CMC

Approved As To Form:



City Attorney Ann Marie Soto

Date of Publication: *December 28, 2020*

Effective Date: *January 2, 2020*

EXHIBIT A

12/8/2020

December 2020

Fund Name/Department	Fund Number	Original Budget	Original Line Item	Description of Request	Line Item Added	Line Item Deleted	Amended Budget	Fund Balance Impact
General Fund Expenditures								
General Fund Grant Revenue-COVID 19	001	\$12,478,773.00	\$0.00	Increased Grant Activity	\$512,550.00	\$0.00	\$12,991,323.00	\$512,550.00
General Fund COVID 19 Expenditures per Detail	001	\$12,478,773.00	\$0.00	Unbudgeted COVID Expenses	\$512,550.00	\$0.00	\$12,991,323.00	\$512,550.00
General Fund Expenditures	001	\$12,478,773.00	\$0.00		\$512,550.00		\$12,991,323.00	\$512,550.00
Street Fund Expenditures								
Street Fund Road Preservation Expenditure	101	\$1,262,034.00	\$500,000.00	Increased Potential Expenditure	\$45,000.00	\$0.00	\$1,307,034.00	\$45,000.00
REET 2 2019 Ending Fund Balance Reduction	132	\$649,431.00	\$265,000.00	Increased Potential Expenditure	\$45,000.00	\$0.00	\$694,431.00	\$45,000.00
General Fund Expenditures	001	\$1,262,034.00	\$500,000.00		\$45,000.00		\$1,307,034.00	\$45,000.00

There is no full year 2021 Impact for these budget adjustments as item one is an unbudgeted one time grant and item two is an expenditure allowing the capture of higher 2019 REET2 revenue than budgeted (October 2019 Estimate vs December 31, 2019 Actual).

Category	VENDOR	INVOICE #	DATE	DOC #
4C	Amazon	J.Bartelson October P-Card		
4C	Amazon	M.Ray October P-Card		
4C	Amazon	1W9M-7DTR-FQQD	1-Nov	
4C	Amazon	1CC9-7XG3-7L6W	1-Dec	
4C	CDW-G	3576863	30-Oct	
4C	CDW-G	3254273	23-Oct	
4C	CDW-G	SE2001267	5-Oct	
4C	CDW-G	3584058	30-Oct	
4C	CDW-G	3937426	9-Nov	
4C	CDW-G	SE2001400	4-Nov	
4C	CDW-G	4399182	18-Nov	
4C	CDW-G	4483878	19-Nov	
4C	CDW-G	4711151/Credit Memo	25-Nov	
2E	Delta Connects	20-8090-1	13-Nov	
4C	Julie Dyer	1024-JD	2-Nov	
4C	Julie Dyer	1025-JD	16-Nov	
4C	Julie Dyer	1026-JD	1-Dec	
2E	McKinstry	10129281	27-Oct	
4C	Motorola Solutions	8281060256	14-Nov	
4C	Motorola Solutions	8281053288	4-Nov	
4C	Motorola Solutions	8281058453	11-Nov	
4C	Motorola Solutions	8281054735	6-Nov	
4A	Mountview Community Center	114220-MVCC	20-Nov	
4A	Nourish Food Bank	112420-NOU	20-Nov	
2A	Pierce County Television	20200702	2-Jul	
2E	Robblee's Total Secutity	34355	1-Dec	
2E	West Office Interiors	47788	27-Oct	
2E	West Office Interiors	47949	17-Nov	
4C	Comcast	October - November Statements		
4C	Comcast	October - November Statements		
4C	Pierce County			

Description	AMOUNT	
3 Voyages 6200 Headsets	659.37	
3 Voyages 6200 Headsets	659.97	
Headsets, Phone Cases, Surface Chargers, Cell Phone Boosters	5,346.83	2A:
Cell Phone Boosters, Headsets/Headphones, Monitors, Surfacebook Case, USB Data Ports, Drawin	7,543.94	\$ 4,160.00
2 Curved Monitors	2,256.11	
MS Surface Book, Docking Stations	2,912.32	2B:
Microsoft Teams Deployment	4,871.78	
MS Surface Books, Docking Stations	5,824.63	
2 Curved Monitors	2,243.32	2C:
Microsoft Teams Deployment	12,288.64	
iPads, Keyboards/Cases	10,860.32	
Microsoft Surface Pros, Keyboards/Cases	10,738.05	2E:
iPad Keyboards/Cases	2,852.87	\$ 44,747.33
Window Actuators Replacement	10,189.64	
IT Consulting	2,240.00	
IT Consulting	1,330.00	4A:
IT Consulting	1,925.00	\$ 97,000.00
Handsfree Flushing in CH Restrooms	5,290.55	
COE Vehicle Radios/Accessories	849.83	4C:
COE Vehicle Radios/Accessories	2,423.66	\$ 106,715.80
COE Vehicle Radios/Accessories	3,021.24	
COE Vehicle Radios/Accessories	21,763.66	
Donation	10,000.00	
Donation	87,000.00	
COVID-19 City Hall Protocols Video	4,160.00	
Install Public Wifi	17,279.58	
Panel Toppers for Staff Cubicles	10,446.21	
Panel Toppers for Staff Cubicles- Installation	1,541.35	
Public Internet @ \$90.23/Month	180.46	
Increased Internet Speed @ 111.65/Month	223.20	
Install COE Vehicle Radios/Cell Phone Boosters	3,700.60	

Total: \$ 252,623.13

2020 BUDGET AMENDMENT NO. 2 EXHIBIT B

CITY OF EDGEWOOD

CARES Act Expenditure Detail

Contract Numb 20-6541C-166

Category	VENDOR	INVOICE #	DATE	DOC #
2A	Pierce County Television	20200702	2-Jul	
2B	Ebay	D.Eidinger March P-Card	13-Mar	
2B	Amazon	1GRQ-JQN4-43DM	14-Mar	
2B	Amazon	1QNF-Y1KJ-6CNH	14-Mar	
2B	Staples	8057861305	14-Mar	
2B	Uline	118084289	16-Mar	
2B	Office Depot	450169321001	5-Apr	
2B	Amazon	16KG-RQ9P-9NFH	21-Apr	
2B	Whistle Workwear	G.Mehr May P-Card	30-Apr	
2B	Whistle Workwear	C.McVay May P-Card	30-Apr	
2B	Amazon	1NVJ-NJRM-9H3H	2-May	
2B	Amazon	1G6T-TX33-MYHX	10-May	
2B	Amazon	1RQ7-6L1C-YP1Y	10-May	
2B	Amazon	19XX-M3GW-3CMM	12-May	
2B	Amazon	1WDP-HCLN-GMKP	10-Jul	
2B	Amazon	14P7-76KG-M11D	13-Jul	
2B	Amazon	17FY-WFNQ-TNJX	14-Jul	
2B	Amazon	134T-WNPM-41N7	20-Jul	
2B	Amazon	163W-RPP4-V9TQ	26-Jul	
2B	Amazon	1JL4-GLP4-1HNW	28-Jul	
2B	Amazon	13DF-PPP7-JNPL	27-Aug	
2B	Amazon	14J4-QG7K-DPFF	17-Sep	
2C	Verax Chemical Company	43697	3-Mar	
2C	Amazon	1DDN-93K7-DC3X	5-Mar	
2C	Amazon	1V7K-P7CL-K71L	7-Mar	
2C	A & R Services	494	1-Apr	
2C	Office Depot	496868129001	20-May	
2C	Amazon	1M1W-L3DP-7YV6	20-Aug	
2E	CivicPlus	198482	31-Mar	
2E	Robblee's Total Security	20200511	11-May	
2E	Amazon	1MHF-6CG1-TQD4	25-May	

2E	Lowes	M.Ray June P-Card	2-Jun
2E	Amazon	1KMT-YFN7-97HF	29-Jun
2E	Amazon	14LR-GGP3-FMXG	17-Sep
2E	McKinstry	10129281	27-Oct
2E	West Office Interiors	47788	27-Oct
2E	Delta Connects	20-8090-1	13-Nov
2E	West Office Interiors	47949	17-Nov
2E	Robblee's Total Secutity	34355	1-Dec
4A	Nourish Food Bank	042920-NPC	29-Apr
4A	Nourish Food Bank	090920-NPC	9-Sep
4A	Mountview Community Center	114220-MVCC	20-Nov
4A	Nourish Food Bank	112420-NOU	20-Nov
4C	Bluebeam	1283470	21-Feb
4C	Ebay	D.Eidinger February P-Card	21-Feb
4C	Amazon	1FXT-LYQC-GC36	26-Feb
4C	Amazon	1V7K-P7CL-K71L	7-Mar
4C	Zoom Video Communications	INV11417982	9-Mar
4C	Amazon	1RX1-Q1YM-7JP9	10-Mar
4C	Amazon	1XNX-LNQ6-4T4H	16-Mar
4C	Amazon	1RM6-RNMW-GTHD	17-Mar
4C	CDW-G	XHC0288	18-Mar
4C	Amazon	1G6W-NJ3V-3TPM	19-Mar
4C	CDW-G	XHG7476	19-Mar
4C	Amazon	14KF-7CXF-RJT6	22-Mar
4C	Costco	M.Ray March P-Card	23-Mar
4C	Amazon	1KVL-Y7JD-69XM	25-Mar
4C	Amazon	IC3V-GPHG-9TW9	8-Apr
4C	Amazon	1TJJ-6CRN-PDMD	8-Apr
4C	cloudPWR	2172	8-Apr
4C	CDW-G	XMV6113	10-Apr
4C	Comcast	May Statement	15-Apr
4C	CDW-G	XPL2265	17-Apr
4C	CDW-G	XPL8723	18-Apr
4C	Amazon	16KG-RQ9P-9NFH	21-Apr

4C	CDW-G	XRB1714	27-Apr
4C	CDW-G	XWC8074	18-May
4C	Amazon	1JPF-7XK1-DMXK	26-May
4C	Amazon	1VCX-HDYV-JC6H	6-Jun
4C	CDW-G	ZCJ1504	11-Jun
4C	Amazon	1X13-T1T7-1TLQ	15-Jun
4C	CDW-G	ZDW1829	19-Jun
4C	CDW-G	ZFJ6454	22-Jun
4C	CDW-G	ZFH5777	22-Jun
4C	Amazon	1P7J-GGHX-YMK4	24-Jun
4C	CDW-G	ZGG0572	26-Jun
4C	Amazon	1KMT-YFN7-97HF	29-Jun
4C	Amazon	1KWF-3DQ9-GKTJ	5-Jul
4C	Bluebeam	1308040	8-Jul
4C	CDW-G	ZKD7271	13-Jul
4C	CDW-G	ZMK5314	22-Jul
4C	CDW-G	ZPM6321	31-Jul
4C	CDW-G	ZPR7340	31-Jul
4C	CDW-G	XPk7086	17-Aug
4C	Vimeo	M.Ray August P-Card	17-Aug
4C	Bluebeam	1316323	26-Aug
4C	Amazon	13DF-PPP7-JNPL	27-Aug
4C	CDW-G	1248370	11-Sep
4C	CDW-G	1347297	14-Sep
4C	Amazon	14LR-GGP3-FMXG	17-Sep
4C	CDW-G	1534675	17-Sep
4C	CDW-G	1534671	17-Sep
4C	CDW-G	1800358	23-Sep
4C	CDW-G	SE2001267	5-Oct
4C	CDW-G	SE2001267	5-Oct
4C	CDW-G	3254273	23-Oct
4C	CDW-G	3576863	30-Oct
4C	CDW-G	3584058	30-Oct
4C	Amazon	1W9M-7DTR-FQQD	1-Nov

4C	Julie Dyer	1024-JD	2-Nov
4C	CDW-G	SE2001400	4-Nov
4C	Motorola Solutions	8281053288	4-Nov
4C	Motorola Solutions	8281054735	6-Nov
4C	CDW-G	3937426	9-Nov
4C	Motorola Solutions	8281058453	11-Nov
4C	Motorola Solutions	8281060256	14-Nov
4C	Julie Dyer	1025-JD	16-Nov
4C	CDW-G	4399182	18-Nov
4C	CDW-G	4483878	19-Nov
4C	CDW-G	4711151/Credit Memo	25-Nov
4C	Amazon	1CC9-7XG3-7L6W	1-Dec
4C	Julie Dyer	1026-JD	1-Dec
4C	Comcast	March - September Statements	3/1 - 9/24
4C	Julie Dyer	March - October Statements	3/1 - 10/15
4C	Comcast	June - September Statements	5/15 - 9/15
4C	Amazon	J.Bartelson October P-Card	
4C	Amazon	M.Ray October P-Card	
4C	Comcast	October - November Statements	
4C	Comcast	October - November Statements	
4C	Pierce County		

Description	AMOUNT		
COVID-19 City Hall Protocols Video	4,160.00		
Thermometer	137.38		
Thermometers	164.78		
Laptops	5,464.20		
Nitrile Gloves	156.06		
Sanitizing Footbaths, Shoe Covers	1,355.41		
Hand Sanitizer	105.91		
StepNpull Handsfree Door Openers	312.69		
Coveralls	98.89	2A:	\$4,160.00
Coveralls	109.88		
Masks	1,717.12		
Nitrile Gloves, Travel Size Spray Bottles	160.33	2B:	\$11,179.68
Trash Cans, Glove Holder, Nitrile Gloves	292.00		
Faceshields	61.12		
Purell Dispenser Kit, Hand Sanitizer Floor Stand	357.04	2C:	\$1,871.18
V-Gard Frames (for faceshields)	29.23		
Masks	73.39		
Hand Sanitizer	94.06	2E:	\$72,430.26
Masks	50.54		
Face Masks	274.70		
Faceshields	136.39	4A:	\$212,000.00
Masks	28.56		
Disinfectant	165.89		
Kleenex, Disinfection Wipes	553.38	4C:	\$216,494.82
Disinfecting Wipes	124.51		
Deep Cleaning	925.00		
Bleach	55.68		
Disinfecting Wipes	46.72		
SeeClickFix	6,544.50		
Thermal Camera	19,672.10		
Stanchions & Retractable Belts	175.78		

Plexiglass	307.91
Plexiglass	318.69
Stanchions & Retractable Belts	663.95
Handsfree Flushing in CH Restrooms	5,290.55
Panel Toppers for Staff Cubicles	10,446.21
Window Actuators Replacement	10,189.64
Panel Toppers for Staff Cubicles- Installation	1,541.35
Install Public Wifi	17,279.58
3rd Party Contract	15,000.00
3rd Party Contract	100,000.00
3rd Party Contract	10,000.00
3rd Party Contract	87,000.00
Annual Maintenance Renewal & Upgrade	6,024.17
Laptops, Docking Stations	2,301.19
Laptops	2,548.58
iPad Case	82.41
Zoom Annual License	2,856.31
Docking Station	271.42
Laptop, Laptop Bags	242.82
iPad Keyboard Case	81.32
Docking Station	186.06
Laptops	3,138.73
Monitor	1,055.85
Headsets	88.32
Laptops	2,639.98
Phone Cases	61.62
Wireless Headset	109.88
Phone Cases	49.40
Government Drop Box	2,538.69
Laptop	1,578.59
Increased Internet Speed	249.34
Laptops	4,448.73
Docking Stations	549.18
Webcams	121.92

Monitor	1,110.61
Docking Stations	549.18
Laptop Bag	18.12
Webcams	87.85
Laptops	7,380.24
Webcams	118.59
Docking Stations	1,095.40
Laptops	5,269.66
Switch	1,726.42
Laptop Cases	263.60
Docking Stations	728.60
Monitors	769.28
Headphones	48.33
Review Licensing	1,374.85
Switch	3,452.88
Printers	930.15
Printers	930.15
Printers, Cartridges	2,929.35
Monitors	2,221.49
Council Video Hosting- Annual Subscrption	92.32
Studio Prime Annual Subscription	2,571.66
Headset	27.46
Laptop, Docking Station	2,108.79
Headsets, Webcams	527.97
Monitors	106.60
Laptop	2,426.58
Laptop	2,426.58
Licensing for New Phones	3,805.73
Mircrosoft Teams Deployment	4,871.78
Microsoft Teams Deployment	4,871.78
MS Surface Book, Docking Stations	2,912.32
2 Curved Monitors	2,256.11
MS Surface Books, Docking Stations	5,824.63
Headsets, Phone Cases, Surface Chargers, Cell Phone Bc	5,346.83

IT Consulting	2,240.00
Microsoft Teams Deployment	12,288.64
COE Vehicle Radios/Accessories	2,423.66
COE Vehicle Radios/Accessories	21,763.66
2 Curved Monitors	2,243.32
COE Vehicle Radios/Accessories	3,021.24
COE Vehicle Radios/Accessories	849.83
IT Consulting	1,330.00
iPads, Keyboards/Cases	10,860.32
Microsoft Surface Pros, Keyboards/Cases	10,738.05
iPad Keyboards/Cases	2,852.87
Cell Phone Boosters, Headsets/Headphones, Monitors,	7,543.94
IT Consulting	1,925.00
Public Internet @ \$90.23/Month	721.84
IT Consulting	27,304.20
Increased Internet Speed @ 111.65/Month	558.25
3 Voyages 6200 Headsets	659.37
3 Voyages 6200 Headsets	659.97
Public Internet @ \$90.23/Month	180.46
Increased Internet Speed @ 111.65/Month	223.20
Install COE Vehicle Radios/Cell Phone Boosters	3,700.60
Total Expended	518,135.94
Total Grant	512,550.00
City Only Expense	5,585.94

518135.94
 OOB = 0.00



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0597 - a motion adopting Ordinance No. 20-0597, accepting the donation of land, Pierce County Tax Parcel Number 042008-4081, located North of 25th Street East and Westridge Parkway in Edgewood, and authorizing the Mayor to execute such documents required to complete the land transfer to the city	Agenda Item #: 5.C
	For Agenda of: 12/22/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. ORD - Connor Homes Land Donation 2. Connor Homes - Special Warranty Deed	
Approval of Materials: Jeremy Metzler Rachel Pitzel 12/18/2020 Dave Gray 12/18/2020 Daryl Eidinger 12/18/2020	Expenditure Required: \$0 Amount Budgeted: \$0 Timeline: 12/15/2020 SS 12/22/2020 RCM

Summary Statement:

Connor Homes at Westridge, LLC approached the Mayor expressing interest in donating real property to the City located north of 25th Street East and Westridge Parkway, specifically Pierce County Tax Parcel Number 042008-4081. The subject property is abutted by the Mortensen Farm site on the north, public right-of-way on the south, and no other parcels are adjacent. Council previously authorized execution of a Quit Claim Deed for this parcel by Resolution 18-0402, but due to various reasons said deed was never recorded.

On a separate matter, the City has been working with the Washington State Department of Transportation (WSDOT) to allow use of the Mortensen Farm site for wetland mitigation and enhancement purposes related to the upcoming State Route 167 Extension Project. The Connor Homes property provides an opportunity to maximize WSDOT's aforementioned use of the Mortensen Farm site, as it is predominantly sloped and adjacent to known critical areas and their buffers, limiting any development potential. Upon staff's review, the slope and woodland aspect of the property is prime for adding open space with minimal cost to the City. That being said, WSDOT cannot accept the subject property for their mitigation and enhancement purposes without an executed Special Warranty Deed.

RCW 35.21.100 authorizes cities to accept donated property by ordinance and to carry out the terms of the donation, if any. Connor Homes has offered no terms or conditions with the proposed donation, allowing the City to use the property for any municipal purpose. Attached for Council's authorization are an ordinance and Special Warranty Deed.

Item History:

N/A

Recommended Action:

MOTION to adopt Ordinance No. 20-0597, accepting the donation of land, Pierce County Tax Parcel Number 042008-4081, located North of 25th Street East and Westridge Parkway in Edgewood, and authorizing the Mayor to execute such documents required to complete the land transfer to the city.

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 20-0597

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, ACCEPTING THE DONATION OF LAND, PIERCE COUNTY TAX PARCEL NUMBER 042008-4081, LOCATED NORTH OF 25TH STREET EAST AND WESTRIDGE PARKWAY IN EDGEWOOD, AND AUTHORIZING THE MAYOR TO EXECUTE SUCH DOCUMENTS REQUIRED TO COMPLETE THE LAND TRANSFER TO THE CITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Connor Homes at Westridge, LLC (Connor Homes) approached the Mayor expressing interest in donating real property to the City located north of 25th Street East and Westridge Parkway, specifically Pierce County Tax Parcel Number 042008-4081; and

WHEREAS, the subject property is abutted by the Mortensen Farm site on the north, public right-of-way on the south, and no other parcels are adjacent; and

WHEREAS, Council considered staff's review of the slope and woodland aspect of the property noting potential for adding open space with minimal cost to the City; and

WHEREAS, Council authorized execution of a Quit Claim Deed for said parcel by Resolution 18-0402 on March 10, 2018, but for various reasons said deed was not recorded; and

WHEREAS, since the passage of said Resolution, the City has been working with the Washington State Department of Transportation (WSDOT) to allow use of the Mortensen Farm site for wetland mitigation and enhancement purposes related to the upcoming State Route 167 Extension Project; and

WHEREAS, while the subject property is predominantly sloped and adjacent to known critical areas and their buffers, limiting any development potential, it does provides an opportunity to maximize WSDOT's aforementioned use of the Mortensen Farm site; and

WHEREAS, WSDOT cannot accept the subject property for their mitigation and enhancement purposes without an executed Special Warranty Deed and Connor Homes has agreed to same; and

WHEREAS, RCW 35.21.100 authorizes cities to accept donated property by ordinance and to carry out the terms of the donation, if any; and

WHEREAS, no terms or conditions are attached to the donation, and the City may therefore use the property for any municipal purpose;

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

Section 1. Acceptance of Land Donation. The City Council hereby accepts the donation of land located north of 25th Street East and Westridge Parkway, specifically Pierce County Tax Parcel Numbers 042008-4081, and thanks Connor Homes for their generous donation.

Section 2. Form and Costs. The City Council hereby authorizes the Mayor to execute a deed for said land donation, in a form approved by the City Attorney, including payment of any miscellaneous costs for recording of said deed.

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

Section 4. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication, as provided by law. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 22ND DAY OF DECEMBER, 2020

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



City Attorney, Ann Marie J. Soto

Date of Publication: December 28, 2020
Effective Date: January 2, 2021

After recording return document to:

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

Document Title: Special Warranty Deed
Reference Number of Related Document: N/A
Grantor(s): Connor Homes at Westridge, LLC
Grantee(s): City of Edgewood
Abbreviated Legal Description: Parcel I of BLA 2014-02-28-5005, Sec. 08, T20N, R4E, Quarter 42
Additional Legal Description is on Exhibit A of Document.
Assessor's Tax Parcel Number: 0420084081

SPECIAL WARRANTY DEED

The Grantor(s), Connor Homes at Westridge, LLC, a Washington limited liability company, grants, bargains, sells, conveys, and confirms to the Grantee, City of Edgewood, a Washington municipal corporation, the following described real property situated in Pierce County, in the State of Washington:

See Exhibit A attached hereto and made a part hereof.

The Grantor, for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, and will forever warrant and defend the said described real estate.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Edgewood unless and until accepted and approved hereon in writing for the City of Edgewood, by its authorized agent.

GRANTOR:

CONNER HOMES AT WESTRIDGE, LLC,
a Washington limited liability company

By: CHG SF, LLC, a Washington limited
liability company, its Manager

Signature: _____

Print Name: _____

Title: _____

Accepted and Approved
GRANTEE

Signature: _____

Daryl Eiding, Mayor
CITY OF EDGEWOOD

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, _____, before me personally appeared _____, to me known to be the _____ of the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public, Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this ____ day of _____, _____, before me personally appeared _____, to me known to be the Mayor of the City of Edgewood, a Washington municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public, Residing at _____
My appointment expires:

EXHIBIT A

Section 08 Township 20 Range 04 Quarter 42 PARCEL I OF BLA 2014-02-28-5005 DESC AS POR
OF NW OF SE OF SEC LY NLY OF NLY MAR OF 25TH ST E (MICKELSON RD) & SLY OF N
424.50 FT OF SD SUBD OUT OF 4-072 SEG 2014-0148 DX4/29/14DX

Grantor's Initials