



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, March 16, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Discussion - Development Review

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

C. Discussion - Ordinance - Sign Code Amendment

D. Discussion - Ordinance - Tree Preservation Amendment

E. Discussion - Resolution - Herrera Contract (SMAP)

F. Discussion - Radar Speed Sign Deployment

G. Discussion - Resolution - 24th & Meridian Sidewalks Contract Amendment

3. OTHER COUNCIL ITEMS

4. ADJOURN

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Development Review	Agenda Item #: 2.A
	For Agenda of: 3/16/2021
	Prepared by: Darren Groth
Attachments (list): 1. Monthly Projects - Council Summary 2. Feb for March - Permit Inspection Tally 3. Plat Construction Report-FINAL	
Approval of Materials: Darren Groth Rachel Pitzel 3/11/2021 Dave Gray 3/11/2021 Daryl Eidinger 3/12/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: RECURRING

Summary Statement:

The City's Community & Economic Development (CED) Department is entrusted by City Council, Edgewood citizens, and the State of Washington to provide growth management and development review, neighborhood preservation and revitalization, property inspection and maintenance, and other programs and business development services necessary to ensure the healthy, safety, and quality of life of Edgewood residents. To carry out these responsibilities, CED staff members perform numerous customer interactions, code interpretations, permitting functions, project permit reviews, on-site inspections, code enforcement, and multiple other functions.

To summarize the departmental functions, staff created several reports to provide monthly status updates regarding the flow of project permits and inspections. These reports are attached to this agenda bill each month. In addition, the CED Dashboard is available for viewing online at any time (<https://edgewood-wa.maps.arcgis.com/apps/opsdashboard/index.html#/6bbcef192696453796fd56c7cc928217>). On a rotating basis, one of the three division managers from the CED Department will present a quarterly update regarding their specific work group--in addition to the monthly reports. John Fairbanks, Code Compliance Manager will be presenting the Development Review this month.

Item History:

Development Review occurs on the 2nd Study Session of each month

Recommended Action:

Hold a discussion and provide staff direction to Discussion - Development Review

Fiscal Note/Consideration:

N/A

Pending Projects - Planning and Engineering Permits

43 Permits

Exported: 03/01/2021

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
BLA								
20-1396	STOKES BOUNDARY LINE ADJUSTMENT	909 MERIDIAN AV E	420033077	PLANNING	BLA	WAITING ON REVISIONS	08/04/2020	01/29/2021
20-1654	SMITHHISLER BLA	11618 8TH ST E	420034091	PLANNING	BLA	UNDER REVIEW	12/18/2020	02/25/2021
CLEAR AND GRADE								
19-1408	BELYAYEVA CLEAR AND GRADE	11826 24TH ST E	420113150	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	08/21/2019	11/05/2020
20-1600	FRUNCHAK CLEAR AND GRADE	2718 110TH AV E	420103036	ENGINEERING	CLEAR AND GRADE	INCOMPLETE	11/18/2020	02/25/2021
20-1635	Tree clearing 3822 108th Ave E Edgewood WA 98372	3822 108TH AV E	420152028	ENGINEERING	CLEAR AND GRADE	INCOMPLETE	12/08/2020	02/25/2021
20-1670	SINGH FENCING CLEAR AND GRADE	8306 36TH ST E	420171012	ENGINEERING	CLEAR AND GRADE	INCOMPLETE	12/30/2020	02/25/2021
CODE UPDATES AND CHANGES								
20-1663	RECONCILE COMPREHENSIVE PLAN AMENDMENT UPDATES			PLANNING	CODE UPDATES AND CHANGES	APPLICATION	12/28/2020	02/09/2021
20-1667	NATURAL ENVIRONMENT CHAPTER UPDATE	2224 104TH AV E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	12/30/2020	01/05/2021
20-1668	LAND USE GROWTH TARGETS UPDATE	2224 104TH AV E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	12/30/2020	01/05/2021
21-1061	PROLOGIS PARK PHASE II REZONE APPLICATION	4411 90TH AV E	420163074	PLANNING	CODE UPDATES AND CHANGES	UNDER REVIEW	01/29/2021	02/26/2021
21-1086	TREE PRESERVATION CODE AMENDMENT			PLANNING	CODE UPDATES AND CHANGES	APPLICATION	02/08/2021	02/17/2021
21-1087	SIGN CODE AMENDMENT			PLANNING	CODE UPDATES AND CHANGES	APPLICATION	02/08/2021	02/17/2021
DESIGN STAND REVIEW								
20-1348	DHALIWAL TC LANDING DESIGN STANDARDS REVIEW	1914 MERIDIAN AV E	420091134	PLANNING	DESIGN STAND REVIEW	WAITING ON REVISIONS	07/13/2020	02/24/2021
PRE APP								
21-1080	FRONTIER AUTO SALES PRE-APPLICATION	1009 MERIDIAN AV E	420033140	PLANNING	PRE APP	INCOMPLETE	02/08/2021	02/16/2021
21-1081	36TH ST CHURCH PRE-APPLICATION	XXX 36TH ST E	420171002	PLANNING	PRE APP	INCOMPLETE	02/08/2021	02/16/2021
21-1088	JONES SHORT PLAT PRE-APP	11517 34TH ST E	420151002	PLANNING	PRE APP	UNDER REVIEW	02/11/2021	02/23/2021
21-1092	29TH ST APARTMENTS PRE-APPLICATION	XXX 29TH ST E	3625000372	PLANNING	PRE APP	INCOMPLETE	02/15/2021	02/22/2021
21-1102	HUCKE SHORT PLAT PRE-APPLICATION	1116 108TH AV E	420033017	PLANNING	PRE APP	APPLICATION	02/26/2021	02/26/2021
SHORT PLAT - FINAL								
20-1615	DODDS SHORT PLAT FINAL SHORT PLAT	4902 EDGEWOOD DR E	420235048	PLANNING	SHORT PLAT - FINAL	WAITING ON REVISIONS	11/24/2020	02/26/2021
SHORT PLAT - PRELIMINARY								
20-1034	SMITH SHORT PLAT PRELIMINARY PLAT	2506 117TH AV E	420108013	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	01/23/2020	01/27/2021
20-1533	CONNOLLY SHORT PLAT PRELIMINARY SHORT PLAT	1711 122ND AV E	420112155	PLANNING	SHORT PLAT - PRELIMINARY	INCOMPLETE	10/26/2020	02/09/2021
20-1566	RUSEV SHORT PLAT PRELIMINARY PLAT	11516 8TH ST E	420038004	PLANNING	SHORT PLAT - PRELIMINARY	UNDER REVIEW	11/06/2020	02/16/2021
SITE DEVELOPMENT								
17-1527	NORTHWOOD ESTATES WEST PHASE II SITE DEVELOPMENT	9609 24TH ST E	420091136	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	12/05/2017	01/15/2020

Pending Projects - Planning and Engineering Permits

43 Permits

Exported: 03/01/2021

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
19-1401	BEREZNIOV SHORT PLAT SITE DEVELOPMENT	8904 20TH ST E	420096012	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	08/16/2019	12/17/2020
19-1413	WOLF POINT SUBDIVISION SITE DEVELOPMENT	XXX MERIDIAN AV E	420164094	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	08/27/2019	09/03/2020
20-1131	WAGNER SHORT PLAT SITE DEVELOPMENT	11226 18TH ST E	9770000069	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	03/18/2020	08/14/2020
20-1229	BARTH SUBDIVISION SITE DEVELOPMENT	3624 96TH AV E	420161087	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	05/19/2020	02/23/2021
20-1236	JENNA ACRES SHORT PLAT SITE DEVELOPMENT	1419 114TH AV E	420034061	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	05/20/2020	02/23/2021
20-1266	Nielsen Pacific, LTD, Jovita Site Entrance	12620 Jovita Blvd. East	420021022	ENGINEERING	SITE DEVELOPMENT	APPLICATION	06/03/2020	06/11/2020
20-1568	EAST PIERCE FIRE AND RESCUE FIRE STATION 118 SITE DEVELOPMENT	10105 24TH ST E	420091025	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	11/06/2020	02/03/2021
20-1624	DHALIWAL TC LANDING SITE DEVELOPMENT	1914 MERIDIAN AV E	420091134	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	11/30/2020	02/18/2021
20-1657	MICKELSON SUBDIVISION SITE DEVELOPMENT	2804 90TH AV E	420093089	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	12/22/2020	02/22/2021
21-1017	THE LEARNING EXPERIENCE SITE DEVELOPMENT	527 MERIDIAN AV E	420036070	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	01/15/2021	02/23/2021
21-1050	PHILLIPS RIDGE SITE DEVELOPMENT	XXX 86TH AVCT E	420081040	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	01/28/2021	02/23/2021
SITE PLAN REVIEW								
20-1630	3DA INC SITE PLAN REVIEW	10202 TO 10230 29TH ST E	420103106	PLANNING	SITE PLAN REVIEW	WAITING ON REVISIONS	12/04/2020	02/16/2021
21-1031	PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	4120 90TH AV E	420163702	PLANNING	SITE PLAN REVIEW	WAITING ON REVISIONS	01/22/2021	02/23/2021
21-1090	1315 MERIDIAN SITE PLAN REVIEW	1315 TO 1327 MERIDIAN AV E	7420000013	PLANNING	SITE PLAN REVIEW	INCOMPLETE	02/11/2021	02/16/2021
21-1101	EDGEWOOD HEIGHTS GARAGE PLANNING REVISIONS	10303 20TH ST E	420106034	PLANNING	SITE PLAN REVIEW	UNDER REVIEW	02/24/2021	02/24/2021
SUBDIVISION - FINAL								
21-1051	ESTATES ON CALDWELL SUBDIVISION FINAL PLAT	4423 127TH AV E	6755000020	PLANNING	SUBDIVISION - FINAL	INCOMPLETE	01/28/2021	02/17/2021
SURFACE WATER								
19-1423	56TH ST E STORMWATER IMPROVEMENTS SEPA	13122 56th St E	420234043	ENGINEERING	SURFACE WATER	UNDER REVIEW	09/09/2019	09/17/2020
TRAFFIC CONCURRENCY								
20-1650	STORQUEST EXPRESS TRAFFIC CONCURRENCY	10308 16TH ST E	420102114	ENGINEERING	TRAFFIC CONCURRENCY	REVIEW PENDING PAYMENT	12/16/2020	01/06/2021
TUP								
21-1003	NICKLAUS SFR LOT 4 SALES OFFICE TUP	2245 94TH AVCT E	6027280040	PLANNING	TUP	INCOMPLETE	01/05/2021	02/17/2021
21-1085	EDGEWOOD VIEW ESTATES MODEL HOMES AND PARKING TUP	2007 83RD AV E	6027600680	PLANNING	TUP	INCOMPLETE	02/10/2021	02/26/2021

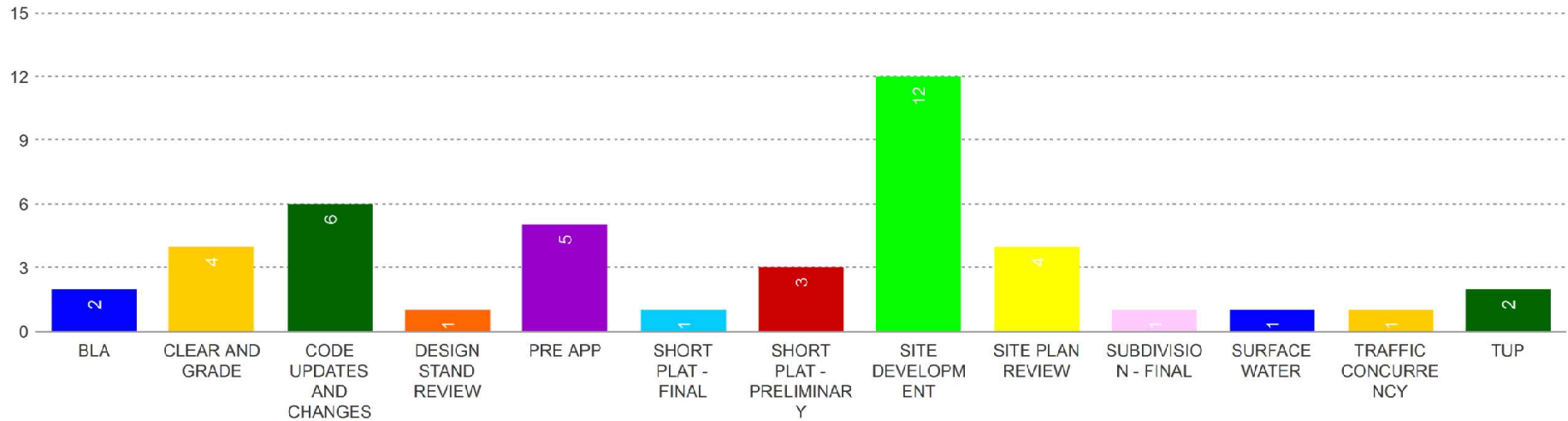
Pending Projects - Planning and Engineering Permits

43 Permits

Exported: 03/01/2021

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
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Permits by Type

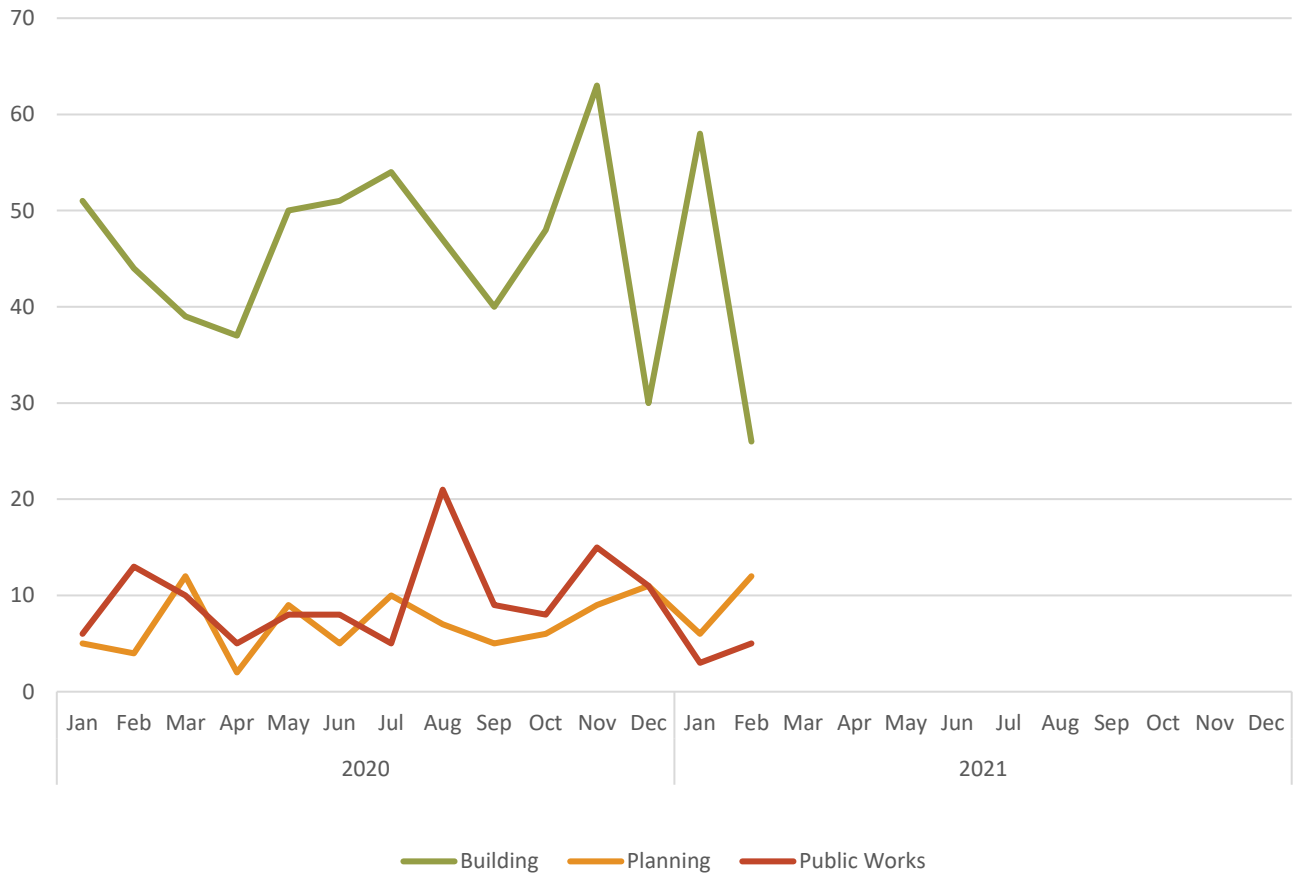


Feb 2021

City of Edgewood Monthly Development Report



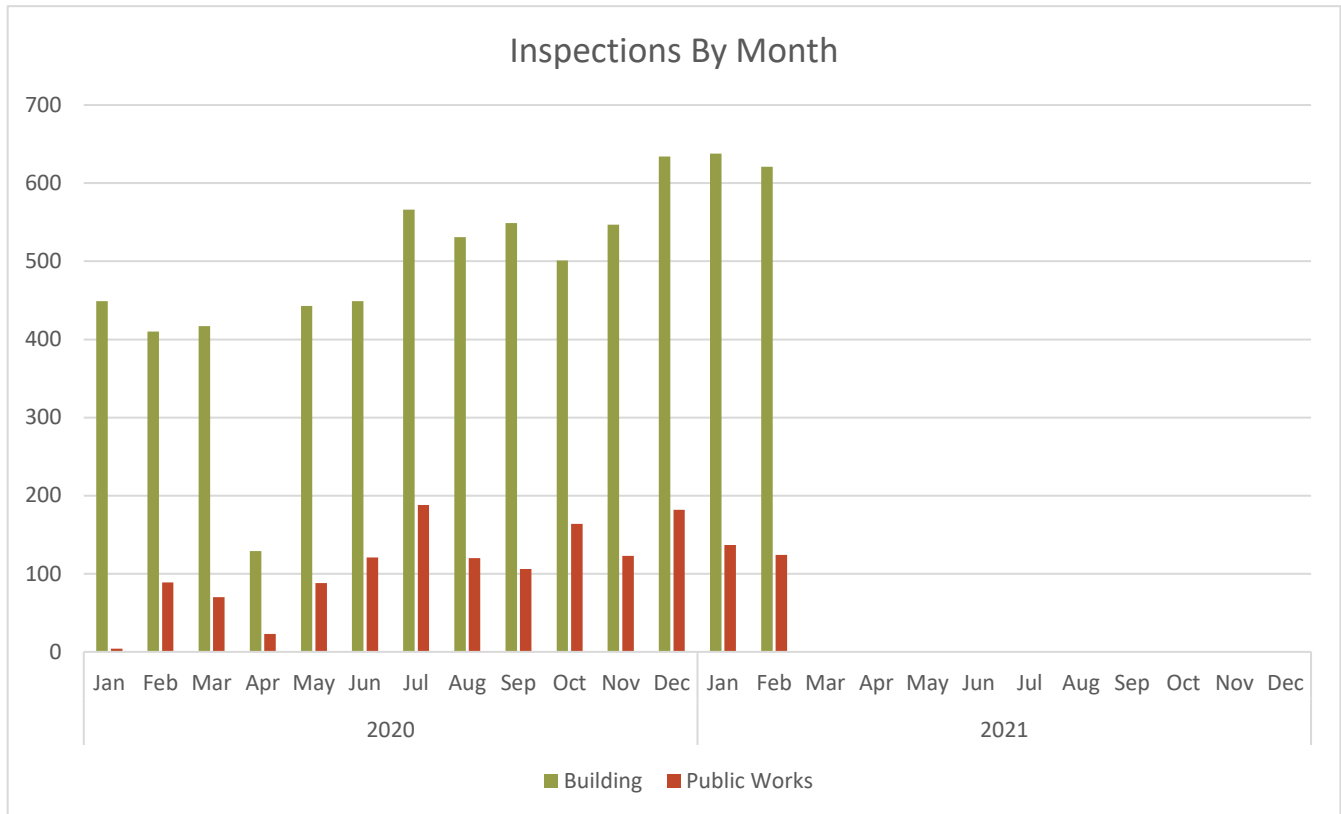
Permits Received by Month



Permits	Building		Planning		Public Works	
	Received	Issued	Received	Issued	Received	Issued
Jan 2021	58	43	6	3	3	5
Feb 2020	51	33	5	2	6	4
Average 2021	58	43	6	3	3	5
Average 2020	51	33	5	2	6	5
YTD 2021	58	43	6	3	3	5
YTD 2020	51	33	5	2	6	5
	Building		Planning		Public Works	
	Month	Received	Month	Received	Month	Received
Highest Month 2021	Jan	58	Feb	12	Feb	5
Highest Month 2020	Nov	63	Mar	12	Aug	21

Feb 2021

City of Edgewood Monthly Development Report



<i>Inspections</i>	Building		Public Works	
Feb 2021	621		124	
Feb 2020	410		89	
Average 2021	630		131	
Average 2020	469		107	
YTD 2021	1259		261	
YTD 2020	859		93	
	Building		Public Works	
	Month	Insp.	Month	Insp.
Highest Month 2021	Jan	638	Jan	137
Highest Month 2020	Dec	634	Jul	188

Plat Construction Tracking Report- March 2021

Preliminary Plat					Site Development	Final Plat		Buildout		
Submitted	Project	Address	Total Lots	Status	Status	Status	Lots Recorded	Completed Homes #	Completed Homes %	Completion Date
2020	HUNTINGTON SHORT PLAT	9605 18TH STCT E	3	APPROVED						
	RUSEV SHORT PLAT	11516 8TH ST E	2	APPLICATION						
	CONNOLY SHORT PLAT	1711 122ND AV E	3	APPLICATION						
	TEBALDI SHORT PLAT	4625 126TH AV E	2	APPROVED	N/A					
	PADEN SHORT PLAT	1302 114TH ST E	2	APPROVED						
	HARRISON SHORT PLAT	12121 42ND ST E	2	APPROVED						
	PHILLIPS RIDGE SUBDIVISION	XXX 86TH AVCT E	14	APPROVED	APPLICATION					
	DODDS SHORT PLAT	4902 EDGEWOOD DR E	2	APPROVED	N/A	APPLICATION				
2019	SMITH SHORT PLAT	2506 117TH AV E	2	APPLICATION						
	BJERK SHORT PLAT	9815 31ST ST E	2	APPROVED	N/A	APPROVED	2	1	50%	
	ESTATES ON CALDWELL SUBDIVISION	XXX CALDWELL RD E	6	APPROVED	FINALED	APPLICATION				
	JENNA ACRES SHORT PLAT	1419 114TH AV E	4	APPROVED	APPLICATION					
	SELLERS SHORT PLAT	11215 13TH ST E	2	APPROVED						
	WAGNER SHORT PLAT	11226 18TH ST E	3	APPROVED	APPLICATION					
	RAMSAUR SHORT PLAT	9505 24TH ST E	4	APPROVED	N/A	APPROVED	4	1	25%	
	BECKER SHORT PLAT	4122 CALDWELL RD E	2	APPROVED	APPLICATION	APPROVED	2	1	50%	
2018	BARTH SUBDIVISION	XXX 96TH AV E	37	APPROVED	APPLICATION					
	T GARRETT SHORT PLAT	10412 36TH ST E	2	APPROVED	ISSUED	APPROVED	2	1	50%	
	GRUBB SHORT PLAT	12325 48TH ST E	3	APPROVED						
	HEART & SOUL SHORT PLAT	9725 18TH STCT E	4	APPROVED	FINALED	APPROVED	4	1	25%	
	MICKELSON SUBDIVISION	2804 90TH AV E	10	APPROVED	APPLICATION					
	CHUMAKIN SHORT PLAT	2005 112TH AV E	4	APPROVED	FINALED	APPROVED	4	1	25%	
	BEREZNYOV SHORT PLAT	8904 20TH ST E	4	APPROVED	APPLICATION					
	ABEL SHORT PLAT	12321 16TH ST E	6	APPROVED	ISSUED					
2017	CIRILIUM (RESERVE AT HILLCREST) SUBDIVISION	12311 31ST ST E	18	APPROVED	FINALED	APPROVED	18	0		
	WOLF POINT SUBDIVISION	XXX MERIDIAN AV E	56	APPROVED	APPLICATION					
	GAGNON SHORT PLAT	2620 110TH AV E	2	APPROVED	FINALED	APPROVED	2	1	50%	
2016	VOLENTE SUBDIVISION	8626 33RD ST E	15	APPROVED	ISSUED	APPROVED	15	0		
	DOMUS TOWNHOMES PRD (THE WOODLANDS)	10525 11TH ST E	55	APPROVED	FINALED	APPROVED	55	15	27%	
	EDGEWOOD VIEW ESTATES SUBDIVISION PHASE 2	8224 20TH ST E	92	APPROVED	FINALED	APPROVED	67	9	13%	
	EDGEWOOD VIEW ESTATES SUBDIVISION PHASE 1					APPROVED	23	23	100%	Feb 2021
	GERVAIS SHORT PLAT	1607 112TH AVE E	3	APPROVED	APPROVED					
	NORTHWOOD ESTATES WEST SUBDIVISION- PHASE 2	9623 24TH ST E	41	APPROVED	APPLICATION					
	PASCOLO ESTATES SUBDIVISION	2806 117TH AVE CT E	19	APPROVED	FINALED	APPROVED	19	1	5%	
	EDGEWOOD TERRACE SUBDIVISION	2907 122ND AVE E	28	APPROVED						
2015	NICKLAUS (ASTER POINT) SUBDIVISION	2305-2307 94TH AVE CT E	38	APPROVED	FINALED	APPROVED	38	11	29%	
	CALDWELL CREST SUBDIVISION	4112 CALDWELL RD E	15	APPROVED	FINALED	APPROVED	15	13	87%	
	CALIBER SHORT PLAT	3312 106TH AVE E	6	APPROVED	FINALED	APPROVED	6	2	33%	
	EDGEWOOD ESTATES SUBDIVISION	12220 12TH ST E	14	APPROVED	ISSUED	APPLICATION				
	VIEW POINTE SUBDIVISION	10413 13TH ST E	44	APPROVED	FINALED	APPROVED	44	43	98%	
	MAPLE GROVE SUBDIVISION	2613 87TH AVE CT E	8	APPROVED	FINALED	APPROVED	8	8	100%	Feb 2021
	CURRAN ESTATES SUBDIVISION	412 114TH AVE E	9	APPROVED	FINALED	APPROVED	9	3	33%	
	LISITSYN SHORT PLAT	11120 COUNTY LINE RD E	6	APPROVED	FINALED	APPROVED	6	1	17%	
2014										
2013	WESTRIDGE SUBDIVISION	FREEMAN RD	360	APPROVED	FINALED	APPROVED	284	243	86%	

*Please note that several updates have been made to this monthly report, please see descriptions below:

New Title: The previous name was "Land Division Report". The report has been renamed to better reflect the information presented

Buildout Section: Added to show the progress made on the construction of plats

Bolded Text: Clearly displays the updates that occurred in the past month

Completed Homes: Includes homes that have passed final Building Dept. inspection

Current Project List: Once a plat has achieved 100% Buildout Completion, it will be removed the following month



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.B
	For Agenda of: 3/16/2021
	Prepared by: Daryl Eiding
Attachments (list): 1. Advisory Council on Diversity, Equity & Inclusion _ Wenatchee, WA	
Approval of Materials: Daryl Eiding Rachel Pitzel 3/10/2021 Dave Gray 3/11/2021 Daryl Eiding 3/12/2021	Expenditure Required: Amount Budgeted: Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

City Council is committed to creating a stronger and more inclusive community and believe that equity, diversity and inclusion is essential for our present and our future.

On March 8, 2021 Councilmember Tomy and Councilmember West met for their second Equity Diversity & Inclusion Subcommittee meeting. The subcommittee recommended that the full Council review [the City of Wenatchee's Advisory Council on Equity, Diversity and Inclusion](#). The subcommittee would like Council to consider the following questions after reviewing the information:

1. What was your takeaway
2. What would work in Edgewood?
3. What wouldn't work in Edgewood?

Item History:

Council has asked that this topic be a discussion item at all future study sessions for the foreseeable future. Council has discussed Equity, Diversity and Inclusion trainings and planning at the following meetings:

09/01/2020 Study Session
 09/15/2020 Study Session
 09/29/2020 Study Session
 10/06/2020 Study Session
 10/20/2020 Study Session
 11/03/2020 Study Session
 11/24/2020 Study Session
 12/05/2020 Part I - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood
 12/12/2020 Part II - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood
 01/05/2021 Study Session
 01/19/2021 Study Session
 02/08/2021 Council Subcommittee Meeting

02/16/2021 Study Session

03/08/2021 Council Subcommittee Meeting

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A

Advisory Council on Diversity, Equity & Inclusion

Vision and Mission

"Wenatchee is a community where diversity is welcomed, valued and celebrated. The Diversity Advisory Council advocates recognition, respect, inclusion and celebration of the greater Wenatchee area's diverse people."



City of Wenatchee Advisory Council on Diversity, Equity & Inclusion

The City's Advisory Council on Diversity, Equity & Inclusion is on hiatus.

Advisory Council on Diversity, Equity & Inclusion Annual Work Plan

The Advisory Council on Diversity, Equity & Inclusion carries out an annual work plan of activities to meet the vision and mission above (click [here](#) for the Annual Diversity Calendar). The Advisory Council on Diversity, Equity & Inclusion's annual activities include:

- * Carrying out the annual Martin Luther King, Jr. Day event
- * Providing annual Civil Rights & Social Justice Awards
- * Carrying out ongoing community conversations through "Town Hall" meetings and open regular advisory meetings
- * Providing annual diversity training opportunities based on community needs survey

Advisory Council on Diversity, Equity & Inclusion Committee Member List:

[currently on hiatus]

[Diversity Advisory Council Annual Report \(2016\)](#)

[Diversity Advisory Council Statement on Executive Orders - February 9, 2017](#)

[City of Wenatchee Welcoming Resolution \(2017-27\)](#)

"We could learn a lot from crayons. Some are sharp, some are pretty and some are dull. Some have weird names, and all are different colors, but they all have to live in the same box." - Anonymous



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Ordinance - Sign Code Amendment	Agenda Item #: 2.C
	For Agenda of: 3/16/2021
	Prepared by: Emily Arteche, Darren Groth
Attachments (list): 1. Exhibit 1_ Proposed Sign Code Amendments 2. Exhibit 2_ Planning Commission Recommendation - sign code	
Approval of Materials: Emily Arteche, Darren Groth Rachel Pitzel 3/11/2021 Dave Gray 3/11/2021 Daryl Eidinger 3/12/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 03/16/21: Initial SS 03/23/21: Public Hearing at RCM 04/06/21: Follow-up SS 04/13/21: Final Action at RCM

Summary Statement:

On October 12, 2020, the Planning Commission was briefed by John Fairbanks, Code Compliance Specialist and Darren Groth, Community & Economic Development Director. John and Darren identified multiple instances of unclear language in the Edgewood Municipal Code (EMC) that could be addressed by making several code amendments. While additional amendments may be necessary in the future, as discussed during the February Planning Commission meeting, this proposed sign code modifications pertain to just two topics, i.e., flag signs and feather signs. This proposed amendment would modify four subsections of the EMC (Sections 18.20.090, 18.97.030, 18.97.040, and 18.97.300) and the proposed changes are included as Exhibit 1. This agenda item is intended to allow the City Council the opportunity to hear a briefing from staff regarding the proposed code amendments and to receive the Planning Commission's recommendation (Exhibit 2) in advance of the City Council's public hearing on this item next week.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion - Ordinance - Sign Code Amendment

Fiscal Note/Consideration:

Edgewood Municipal Code (EMC) Sign Code Proposed Modifications

EMC CHAPTER 18.97 SIGN CODE

18.97.030 Exemptions.

The following signs or activities relating to signs are not subject to the permitting requirements of this chapter, as long as they meet the standards set forth below:

**Subsections A-E to remain unchanged.*

F. Flags. Any flags; provided, that they conform to all provisions of this chapter for signs. The American flag, state of Washington flag, and other special purpose flags that are not intended to contribute to a commercial advertising display.

**Subsections G-L to remain unchanged.*

18.97.040 Prohibited signs.

No person shall erect, alter, maintain, or relocate any of the following signs in the city:

**Subsections A-M to remain unchanged.*

N. Feather signs. Any temporary, portable sign made of lightweight materials that is prone to move in the wind, and that contains a harpoon-style pole or staff that is driven into the ground or supported by means of an individual stand. This definition includes such signs of any shape including flutter, bow, teardrop, rectangular, shark, and U-shaped.

~~NQ.~~ Except as permitted with a city street use permit or otherwise specifically authorized in this chapter, signs may not be placed within, on, or projecting over a city right-of-way or within, on, or over other city property. (Ord. 19-552 § 2 (Exh. A)).

18.97.300 Definitions.

The words and phrases used in this chapter shall be construed as defined in this section, unless the context clearly appears otherwise. Unless specifically defined in this section, the definitions set forth in other provisions of this code shall likewise apply to this chapter.

**A-E Definitions to remain unchanged.*

F Definitions.

“Facade” means the elevation of a building extending from the ground level up to the bottom of the fascia on a pitched-roof building, and up to the top of the wall or parapet on a flat-roof building. The area of a facade for purposes of calculating allowable wall signage includes the area of the windows and doors but excludes openings that do not have solid coverings, such as breezeways, colonnades and gateways that extend to the backside of the building.

“Fascia” means an architectural term for a vertical frieze or board under a roof edge or which forms the outer surface of a cornice, visible to an observer.

~~“Flag” means a flat piece of cloth, with distinctive colors, patterns or symbols, having one end of the cloth attached to a vertical staff (directly or by rope and pulley mechanism) and all other ends free-flowing under natural movement of wind.~~

“Flag canopy” means a line of flags, or a series of lines of flags, suspended above a site.

“Flashing sign” means an electric sign, or portion thereof, except an EMCS, which changes light intensity in a sudden transitory burst, or which switches on and off in a constant pattern in which more than one-third of the nonconstant light source is off at any one time.

“Freestanding sign” means a sign and its support pole or base standing directly on the ground that is independent from any building or other structure.

“Freeway” means a limited access highway, state route or interstate.

“Freeway oriented sign” means a sign within 150 feet of a freeway right-of-way that has its sign face parallel to, perpendicular to, angled toward, or otherwise readable from the freeway right-of-way.

“Frontage” means the property line of an individual lot, tract or parcel that abuts a public or private street right-of-way, excluding alleys and private driveways. The number of frontages on a lot is the same as the number of public or private street rights-of-way that the lot abuts.

**G-Z Definitions to remain unchanged.*

EMC Chapter 18.20 DEFINITIONS

18.20.090 F definitions.

~~“Flag” means any piece of cloth of individual size, color and design, used as a symbol, signal, emblem, or for decoration.~~

**All other F Definitions to remain unchanged.*



**CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION**

The Planning Commission voted 7-0 to recommend APPROVAL of the proposed code amendment to the Edgewood Municipal Code (EMC) pertaining to the Sign Code, and to send their recommendation to the City Council for consideration.

It is the recommendation of the City of Edgewood Planning Commission to approve the drafted EMC amendments as presented in the staff report and attachments submitted by CED Director Darren Groth for the March 8, 2021 Planning Commission agenda.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 8TH DAY OF MARCH 2021.**



Planning Commission Chair

Attest by:



Evan Hietpas
Associate Planner



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Ordinance - Tree Preservation Amendment	Agenda Item #: 2.D
	For Agenda of: 3/16/2021
	Prepared by: Emily Arteche, Darren Groth
Attachments (list): 1. Exhibit 1_ Draft Amendments - track changes for 3-16 CC 2. Exhibit 2_ Planning Commission Recommendation - tree preservation	
Approval of Materials: Emily Arteche, Darren Groth Rachel Pitzel 3/11/2021 Dave Gray 3/11/2021 Daryl Eidingen 3/12/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 03/16/21: Initial SS 03/23/21: Public Hearing at RCM 04/06/21: Follow-up SS 04/13/21: Final Action at RCM

Summary Statement:

Tree Preservation has been included as a Planning Commission agenda item since July 13, 2020. Over the past several months, the Planning Commission has discussed significant tree preservation regulations. The Commission has discussed their concerns and determined that changes should be made to the Edgewood Municipal Code Title 18. The proposed changes, which are included as Exhibit 1. The code modifications pertain to the following nine (9) topics:

1. Reformat of EMC 18.90.180 to ensure straightforward application of the tree preservation code
2. Minor textual amendments throughout EMC 18.90.180 incorporating uniform terminology
3. Consistent definition of a significant tree in all sections of Title 18
4. Clear definitions for: Breast Height, Qualified Tree Professional, and Tree Diameter
5. Strong purpose statement containing ten (10) specific goals and objectives
6. Reduction in minimum diameter inches (15" to 12") for a tree to be considered "significant"
7. Hazardous tree criteria and removal allowance
8. Tree replacement standards: native plantings, minimum diameter and height, etc.
9. Tree preservation and protection standards for the zones outlined in EMC 18.80.080: Town Center, Commercial, Mixed Use Residential, and Business Park

This agenda item is intended to allow the City Council the opportunity to hear a briefing from staff regarding the proposed code amendments and to receive the Planning Commission's recommendation (Exhibit 2) in advance of the City Council's public hearing on this item next week.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion - Ordinance - Tree Preservation Amendment

Fiscal Note/Consideration:

N/A

Edgewood Municipal Code (EMC) Tree Preservation Code Proposed Modifications

EMC 18.90.180 Tree preservation.

A. Purpose. The purpose of this section is to establish the significant tree preservation requirements necessary when conducting for any development action or land-use development activity to protect the treed environment within the city of Edgewood, by regulating the removal of significant trees and providing incentives to preserve trees that, because of their size, species, or location, provide special benefits. Tree preservation protects and enhances critical areas, facilitates aquifer recharge, reduces erosion and stormwater runoff, and helps to define public and private open spaces. Existing residential development or single-family residences that comply with current EMC 18.80.040(C)(1) minimum and maximum densities are exempt from this section. Specifically, the regulations contained in this section are intended to accomplish the following ten (10) goals and objectives.

1. Promote the public health, safety and general welfare of the residents of Edgewood;
2. Implement the purposes of the State Growth Management Act relating to conservation of natural resources;
3. Support and implement the City of Edgewood's Comprehensive Plan, specifically the Natural Environment, Land Use, and Community Character elements;
4. Implement the goals of the State Environmental Policy Act (SEPA);
5. Improve the aesthetic quality of the built environment by reducing impacts on critical areas and the natural environment;
6. Minimize erosion, siltation, water pollution, and surface and ground water runoff by the preservation of significant trees;
7. Provide for the reasonable development of property, reasonable preservation or enhancement of property values, and for increases in privacy for residential sites;
8. Promote building and site planning practices that are consistent with the city's natural topography, soils, and vegetation features;
9. Provide an appropriate amount and quality of tree retention related to future land uses; and
10. Provide for increased areas of permeable surfaces that allow for infiltration of surface water into ground water resources, reduction in the quantity of storm water discharge, and improvement in the quality of storm water discharge.

B. Applicability. The preservation of certain Significant trees preservation shall be required for any development action or land-use development activity permit.

1. The Tree Preservation requirements for tree preservation are applicable to all zoning districts and shall be provided in accordance with the requirements of each individual zoning district and the

provisions of this section. In the event a permit is not required for the establishment of a use, the standards of this section still apply.

2. Existing residential development or single-family residences that comply with current EMC 18.80.040(C)(1) minimum and maximum densities are exempt from this section.

~~B.C. Process.~~ Significant tree preservation shall be required for any development action or land use development permit.

1. Tree Preservation Requirements. Any development or development activity shall retain and replace significant trees in accordance with the following requirements: A significant tree is an existing tree which:
 - a. All significant trees within fifteen (15) feet of the lot perimeter or required buffer or setback, whichever is greater, shall be preserved.
 - i. At the discretion of the community development director or designee, significant trees may be removed for required site access, buildings, sight areas, required roads, utilities, sidewalks, trails, or storm drainage improvements.
 - ii. Any removed tree must be provided they are replaced in accordance with EMC Subsection 18.90.180.C.4 subsection (D) of this section. When measured at three feet above grade, has a minimum diameter of 15 inches for evergreen trees and deciduous trees;
 - b. A percentage of all significant trees within the interior of a lot, exclusive of the significant trees already required to remain per EMC Subsection 18.90.180.C.1.a. above not including the perimeter area, shall be retained as required per the following standards, preserved within the applicable zoning district. Regardless of the tree diameter, is determined to be significant by the community development director or designee due to the uniqueness of the species:
 - i. In Single-Family Residential zoning districts; Mixed Residential zoning districts; and Public zoning district new single-family subdivision developments (excluding short subdivision (i.e., four lots or less), multifamily residential developments, and public/quasi-public institutional developments, 50 percent of the significant trees located within the interior landscaping area of the lot, or individual lots in the case of residential subdivisions, shall be retained.
 - ii. In the commercial and industrial zoning district developments, 10 percent of the significant trees located within the interior landscaping area of the lot, or individual lots in the case of subdivisions, shall be retained.
 - iii. In the Town Center; Commercial; Mixed Use Residential; and Business Park zoning districts, 10 percent of the significant trees located within the interior landscaping area of the lot, or individual lots in the case of subdivisions, shall be retained. In addition, EMC Subsection 18.80.080.G.8, Tree Preservation and Protection Standards applies to any development or development activity in these zones.
2. Tree Retention Plan. Required. A significant tree retention plan shall be submitted to the City community development department for any development action or development activity land use permit. The plans shall be submitted with the required project permit and shall be prepared in accordance with the requirements outlined in according to the requirements of the application form provided by the community development department. The community development director or designee shall review and may approve, approve with modifications, or disapprove a tree retention plan subject to the provisions of this Subsection. Trees will not be considered "significant" if, following inspection by a registered landscape architect, certified nursery

~~professional or certified arborist, and upon review and concurrence by the city, they are determined to be:~~

- a. Tree Survey. The tree retention plan shall include a tree survey that identifies all significant trees on the subject site. ~~Safety hazards due to potential root, trunk or primary limb failure, or exposure of mature trees which have grown in a closed, forested situation.~~
 - i. The tree survey shall be performed by a Qualified Tree Professional.
 - ii. While sampling may be used to perform the overall tree inventory, the survey must show the location, number, size, height, species, and condition of each significant tree.
 - iii. If physical conditions do not warrant the identification of each significant tree, then the sampling results of the plot with the highest number of significant tree diameter inches shall be used as the representative sample.
 - iv. Inventory sampling shall be performed in accordance with the following plot to acre ratios.

Acres	Minimum # of plots
10 or less	3
11-20	6
21-40	10
41-150	15
>150	1 plot/10 acres

Addition

- b. Identification of Significant Trees. ~~(C) The tree retention plan shall also show the location, species, and dripline of~~ identify each significant tree that is ~~intended to qualify for retention credit, and identify the significant trees that are proposed to be retained, and those that are designated to be removed.~~ Or requested to qualify for the Interior Significant Tree Retention Incentive. At the discretion of the city, damaged or standing dead trees may be retained and counted toward the significant tree requirement, if demonstrated that such trees will provide important wildlife habitat and are not classified as danger trees.
- c. Interior Significant Tree Retention Incentive. ~~(D) Each s~~ Significant trees that is ~~are retained and located outside of the perimeter area, as prescribed in EMC Subsection 18.90.180.F.1.a, and is retained may be credited as two trees for complying with the retention requirements above (1), provided it meets one or more of the following criteria: A significant tree permit is required for the removal of any significant tree or street tree as defined herein or trees removed pursuant to a tree retention plan unless specifically exempted within this section. All significant trees shall be preserved according to the following criteria:~~
 - i. ~~(1) The tree exceeds 60 feet in height, or 24 inches in diameter for evergreen trees, or 30 inches in diameter for deciduous trees;~~
 - ii. ~~(2) The tree is located in a grouping of at least five other significant trees with canopies that touch or overlap;~~
 - iii. ~~(3) The tree provides energy savings, through wind protection or summer shading, as a result of its location relative to buildings;~~
 - iv. ~~(4) The tree belongs to a unique or unusual species;~~
 - v. ~~(5) The tree is located within 25 feet of any critical area or required critical area buffers;~~

or

- vi. ~~(6) The tree is 18 inches in diameter or greater and is identified as providing wildlife habitat. All significant trees within 15 feet of the lot perimeter or required buffer or setback, whichever is greater, shall be preserved. At the discretion of the community development director or designee, significant trees may be removed for access, buildings, sight areas, required roads, utilities, sidewalks, trails, or storm drainage improvements provided they are replaced in accordance with subsection (D) of this section. A~~

~~percentage of all significant trees within the interior of a lot, not including the perimeter area, shall be preserved within the applicable zoning district. In new single-family subdivision developments (excluding short subdivision (i.e., four lots or less), multifamily residential developments, and public/quasi-public institutional developments, 50 percent of the significant trees located within the interior landscaping area of the lot, or individual lots in the case of residential subdivisions, shall be retained. In commercial and industrial developments, 10 percent of the significant trees located within the interior landscaping area of the lot, or individual lots in the case of subdivisions, shall be retained.~~

d. Tree Protection Techniques. ~~(F)~~ The tree retention plan applicant shall demonstrate on the tree retention plan those tree protection techniques intended to be utilized and approved by the community development director or designee during land alteration and construction in order to provide for the continual healthy life of retained significant trees. The proposed tree protection techniques will be reviewed by the city to ensure compliance with the provisions of this section. Tree preservation criteria listed above shall exclude sensitive/critical areas and their buffers, and designated open space areas and tracts. All trees within such areas shall be retained except as may be specifically indicated in a discretionary land use permit or tree removal permit.

e. ~~(F)~~ If any significant tree that has been specifically designated to be retained in the tree preservation plan dies within three (3) years of the development of the site, then the significant tree shall be replaced at a rate of three-to-one (3:1) the rate of five trees if the significant tree was in the perimeter landscape area and three trees if the significant tree was in the interior landscape area.

i. State Environmental Policy Act Requirements. Additional or specific tree retention may be required as SEPA mitigation in addition to the requirements of this section.

3. Tree Protection Measures. Tree protection measures have been established to reduce the impacts of development action on existing significant trees. The protection measures are as follows:

a. ~~(B)~~ If a tree retention, and/or landscape plans, or both are required, no clearing shall be allowed on a site until approval of each such plans.

b. ~~(F)~~ An area free of disturbance, corresponding to the dripline of the significant tree's canopy shall be identified and protected during the construction stage with a temporary three-foot-high chain-link or plastic net fence. No impervious surfaces, fill, excavation, storage of construction materials, operations or parking of vehicles shall be permitted within the area defined by such fencing or stakes.

4. Tree Replacement. When a Any removed significant tree, subject to this section, cannot be retained, the tree shall be replaced in accordance with the following standards as a condition for the removal of the significant tree.

a. Significant trees shall be replaced at a rate of 1.5 times to one (1.5:1) of the total tree diameter inches of all the significant trees that were removed.

b. Replacement trees shall be no smaller than three (3) two inches DBH in diameter at three feet above grade.

c. Existing Preserved healthy and nonhazardous trees, which are not designated as at-risk on a tree risk assessment, between three (3) and twelve (12) inches in tree diameter, which are retained to support the remaining significant trees can may be counted against towards the on-

site 1.5:1 replacement requirements by subtracting their respective DBH inches from the total replacement count.

d. Replacement trees shall be native to Washington State and shall be classified as non-invasive species.

e. Tree replacement plans shall be prepared by a Qualified Tree Professional.

D. Determining Significant Trees.

2.1. To be identified as a significant tree, an existing tree must meet a least one of the following criteria.

e.a. When measured at breast height, must have a minimum diameter of twelve (12) inches;

b. The community development director or designee designated the tree as significant due to any one of the following:

i. the uniqueness of the tree species;

ii. the tree is not a hazardous tree and provides important wildlife habitat; or

iii. the tree's unique historical, ecological, or aesthetic value constitutes an important community resource.

2. Trees will not be considered "significant" if a tree risk assessment from a Qualified Tree Professional determines, and the community development director or designee reviews and concurs, that the tree is at risk due to a structural defect, combination of defects, or disease.

a. Regardless of tree health, a tree may also be determined as a safety hazard in a tree risk assessment if the tree poses a threat to human health or may cause damage to a structure, roadway, or utility facility if toppled.

b. Hazardous trees that are not considered significant may be removed following the review and concurrence of the tree risk assessment by the community development director or designee.

c. To undertake a tree risk assessment, a Qualified Tree Professional must be tree risk assessment qualified (TRAQ), as established by the International Society of Arboriculture (ISA).

E. Critical Areas Regulations.

1. All trees within a critical area, critical area buffer, or open space tract shall be retained.

2. Trees specifically indicated in a discretionary land use permit or tree removal permit may be exempted from the requirement to be retained, subject to the provisions of EMC Title 14 and Tree Replacement requirements.

B.F. State Environmental Policy Act Requirements. Additional or specific tree retention may be required as SEPA mitigation in addition to the requirements of this section.

iii. Requirements. Any development action or land use permit shall identify, preserve, and replace significant trees in accordance with the following:

(A) Submit a tree retention plan that consists of a tree survey that identifies the location, size and species of all significant trees on a site:

(1) The tree survey may be conducted by a method that locates individual significant trees; or

(2) Where site conditions prohibit physical survey of the property, standard timber cruising methods may be used to reflect general locations, numbers and groupings of significant trees.

(B) If tree retention and/or landscape plans are required, no clearing shall be allowed on a site until approval of such plans.

(C) The tree retention plan shall also show the location, species, and dripline of each significant tree that is intended to qualify for retention credit, and identify the significant trees that are proposed to be retained, and those that are designated to be removed.

~~(D) Each significant tree that is located outside of the perimeter area and is retained may be credited as two trees for complying with the retention requirements above, provided it meets one or more of the following criteria:~~

~~(1) The tree exceeds 60 feet in height, or 24 inches in diameter for evergreen trees, or 30 inches in diameter for deciduous trees;~~

~~(2) The tree is located in a grouping of at least five other significant trees with canopies that touch or overlap;~~

~~(3) The tree provides energy savings, through wind protection or summer shading, as a result of its location relative to buildings;~~

~~(4) The tree belongs to a unique or unusual species;~~

~~(5) The tree is located within 25 feet of any critical area or required critical area buffers; or~~

~~(6) The tree is 18 inches in diameter or greater and is identified as providing valuable wildlife habitat.~~

~~(E) In any required perimeter landscaping area as defined in this section, the applicant shall retain all significant trees, except as provided in this section.~~

~~(F) An area free of disturbance, corresponding to the dripline of the significant tree's canopy shall be identified and protected during the construction stage with a temporary three-foot high chain-link or plastic net fence. No impervious surfaces, fill, excavation, storage of construction materials, operations or parking of vehicles shall be permitted within the area defined by such fencing or stakes.~~

~~(G) At community development director or designee's sole discretion, a protective tree well may be required to be constructed if the grade level around the tree is to be raised or lowered. The inside diameter of the well shall be at least equal to the diameter of the tree spread dripline, plus at least five feet of additional diameter.~~

~~(H) The community development director or designee may approve use of tree protection techniques other than those listed above if the trees will be protected to an equal or greater degree than by the techniques listed above. Alternative techniques must be approved by a registered landscape architect, certified nursery professional or certified arborist, and reviewed and concurred by the city.~~

~~(I) The applicant shall demonstrate on the tree retention plan those tree protection techniques intended to be utilized and approved by the community development director or designee during land alteration and construction in order to provide for the continual healthy life of retained significant trees.~~

~~(J) If any significant tree that has been specifically designated to be retained in the tree preservation plan dies within three years of the development of the site, then the significant tree shall be replaced at the rate of five trees if the significant tree was in the perimeter landscape area and three trees if the significant tree was in the interior landscape area.~~

~~C.A. When a significant tree subject to this section cannot be retained, the tree shall be replaced in accordance with the following as a condition for the removal of the significant tree.~~

~~1. On Site Replacement.~~

- ~~a. Significant trees shall be replaced at a rate of 1.5 times to one of the total diameter inches of all the significant trees removed.~~
- ~~b.a. Replacement trees shall be no smaller than two inches in diameter at three feet above grade.~~
- ~~e.a. Existing healthy and nonhazardous trees between three and 12 inches in diameter, which are retained to support the remaining significant trees can be counted against the on-site replacement requirements.~~

~~Tree Retention Plan Required.~~

- ~~1. A significant tree retention plan shall be submitted to the community development department for any development action or land use permit. The plans shall be submitted according to the requirements of the application form provided by the community development department.~~
- ~~2.1. The community development director or designee shall review and may approve, approve with modifications, or disapprove a tree retention plan subject to the provisions of this section. (Ord. 20-578 § 1; Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).~~

EMC 18.20.050 B definitions

“Breast Height ” means fifty-four (54) inches above ground level, when pertaining to the measurement of tree diameter; also known as “diameter at breast height” (DBH).

EMC 18.20.200 Q definitions

“Qualified Tree Professional” means an individual with a minimum of three (3) years of experience in tree evaluation and meets at least one of the following qualifiers:

- A. American Society of Consulting Arborists (ASCA) registered consulting arborist;
- B. International Society of Arboriculture (ISA) board certified master arborist;
- C. International Society of Arboriculture (ISA) certified arborist with an associate degree and/or a minimum of two years of college-level credit and/or 120 continuing education units; or
- D. Washington State registered landscape architect.

EMC 18.20.220 S definitions

“Significant tree” means an existing tree that meets the criteria in EMC 18.90.180.D.1 which, when measured four feet above grade, has a minimum diameter of either:

- 1. Fifteen inches for evergreen and deciduous trees;
- 2. Trees determined to be significant by the community development director or designee, regardless of the tree diameter, due to the uniqueness of the species.

EMC 18.20.230 T definitions

“Tree Diameter” means the distance of a straight line segment through the center point of a tree when measured at breast height or 54 inches above ground level.

EMC 18.80.080.G.8.a. Town Center, Commercial, Mixed Use Residential, and Business Park Zoning Districts Tree Preservation and Protection Standards

G.8. Tree Preservation and Protection Standards.

- a. Significant tree identification and preservation and/or replacement shall be required as set forth in EMC 18.90.180, Tree preservation; ~~provided in Mixed-use development shall be considered commercial development for the purposes of the tree preservation retention standard contained in EMC 18.90.180(C)(2)(c)(iv).~~



**CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION**

The Planning Commission voted 7-0 to recommend APPROVAL of the proposed code amendment to the Edgewood Municipal Code (EMC) pertaining to Tree Preservation regulations, and to send their recommendation to the City Council for consideration.

It is the recommendation of the City of Edgewood Planning Commission to approve the drafted EMC amendments as presented in the staff report and attachments submitted by Associate Planner Evan Hietpas for the March 8, 2021 Planning Commission agenda.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 8TH DAY OF MARCH 2021.**


Planning Commission Chair

Attest by:



Evan Hietpas
Associate Planner



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Resolution - Herrera Contract (SMAP)	Agenda Item #: 2.E
	For Agenda of: 3/16/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. 2 - Resolution 21-XXXX Herrera Environmental - SMAP 2. 1 - Stormwater Management Action Planning guidance	
Approval of Materials: Jeremy Metzler Rachel Pitzel 3/10/2021 Dave Gray 3/11/2021 Daryl Eidinger 3/12/2021	Expenditure Required: \$63,000 (Task 1: \$17,500)
	Amount Budgeted: N/A
	Timeline: 03/16/2021 SS 03/23/2021 RCM

Summary Statement:

The Washington State Department of Ecology issued an updated Western Washington Phase II Municipal Stormwater Permit (aka, the NPDES Permit) on July 1, 2019, with an effective date of August 1, 2019. Section S5.C.1.d of the updated permit now requires existing permittees to perform Stormwater Management Action Planning (SMAP), with an initial task of a Receiving Water Assessment to be completed by March 31, 2022. Due in part to high development activity workload, existing staff is unable to dedicate the time and resources necessary to perform this mandated work before the March 31, 2022 deadline. Attached herewith for Council's consideration is the SMAP Guidance provided by Ecology, summarizing the SMAP process and requirements.

The City Council passed Ordinance 18-0527 on December 11, 2018, adopting the 2018 Comprehensive Surface Water Management Plan (SWMP) Update prepared by Herrera Environmental Consultants, Inc. (Herrera). Given their recent experience and knowledge with the City of Edgewood, staff contacted Herrera and solicited a scope and budget to perform the required SMAP work. This planning effort is not considered architectural or engineering work under RCW, therefore not requiring an open solicitation for qualifications. Staff understands Herrera will perform the Receiving Water Assessment under Task 1, the results of which will be presented to Council before any further action is taken. Staff believes it is prudent to start this effort immediately to ensure the Receiving Water Assessment's completion by the March 2022 deadline. Upon Council's review of the Receiving Water Assessment and subsequent direction, the full SMAP could be prepared by Herrera under this proposed contract for completion by the March 2023 deadline.

Attached for Council's consideration are a draft resolution, contract, and Herrera's proposed scope and budget.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Resolution - Herrera Contract (SMAP)

Fiscal Note/Consideration:

This effort can be funded using the General Fund, Surface Water Utility Fees, and/or the bi-annual Department of Ecology Capacity Grant (\$50,000).

RESOLUTION NO. 21-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH HERRERA ENVIRONMENTAL CONSULTANTS, INC., FOR STORMWATER MANAGEMENT ACTION PLAN SUPPORT.

WHEREAS, the Washington State Department of Ecology issued an updated Western Washington Phase II Municipal Stormwater Permit (aka, the NPDES Permit) on July 1, 2019, with an effective date of August 1, 2019, that requires existing permittees to perform Stormwater Management Action Planning (SMAP), with a Receiving Water Assessment to be completed by March 31, 2022; and

WHEREAS, due in part to high development activity workload, existing City staff is unable to dedicate the time and resources necessary to perform this mandated work before the March 31, 2023 deadline; and

WHEREAS, given their recent experience and knowledge with the City of Edgewood from their work on the 2018 Comprehensive Surface Water Management Plan (SWMP) Update, staff contacted Herrera Environmental Consultants, Inc. to perform the required SMAP work;

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

Section 1. Agreement Authorized. The Mayor is authorized to execute an agreement with Herrera Environmental Consultants, Inc. for Stormwater Management Action Plan Support, as set forth in the attached Personal Services Agreement together with Exhibit A, attached hereto and incorporated herein.

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

ADOPTED THIS 23RD DAY OF MARCH, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Personal Services Agreement - Support for Stormwater Management Action Plan (SMAP)

DRAFT

CITY OF EDGEWOOD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 20____, 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

and Herrera Environmental Consultants, Inc., a corporation, organized under the laws of the State of Washington, doing business at:

Herrera Environmental Consultants, Inc. (hereinafter the "CONSULTANT")
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121
Contact: Joy Michaud Phone: 360-790-5789 Fax: 206-441-9108

for personal services in connection with the following Project:

Support for Stormwater Management Action Plan (SMAP)

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.

C. Upon completion of Task 1 as described in the Scope of Work and prior to any further work under this contract, the Consultant shall meet with the City to review deliverables and next steps. By execution of this contract, it is mutually understood and agreed that there is no guarantee that the remaining tasks will be authorized.

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule shown on the cost estimate included with the Scope of Work, attached to this contract as Exhibit "B." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

Revised 11/2019

3. **Terms.** This Agreement shall commence on April 1, 2021, ("Commencement Date") and shall terminate upon completion of the Scope of Work on or before March 31, 2023, unless otherwise extended or terminated in writing as provided herein.

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 \$63,000, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A. **This includes a Task 1 budget not to exceed \$17,500.**

☐ 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 sixty (60) 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. 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 the 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.

D. 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.

E. 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 data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

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.

- 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.

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

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

Herrera Environmental Consultants, Inc.
Attn: Joy Michaud
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121
Phone: 360 790-5789
Fax: 206-441-9108

Revised 11/2019

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. 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.

B. 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

Date: _____

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – SCOPE OF SERVICES

SUPPORT FOR STORMWATER MANAGEMENT ACTION PLAN

The City of Edgewood (the City) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of services and cost estimate outlining services that Herrera will provide to support the development of the City’s Stormwater Management Action Program (SMAP)). The goal of this project is to complete the Ecology Permit requirement for the Stormwater Management Action Plan (SMAP). “Assess Receiving Water Conditions” is due to Ecology March 31, 2022, “Receiving Water Prioritization” is due to Ecology June 30, 2022, and the “Stormwater Management Action Plan” for the selected priority catchment is due to Ecology March 31, 2023.

This scope of services includes a discussion of the activities, assumptions, deliverables associated with the following tasks:

- Task 1 – Complete Watershed Inventory and Receiving Water Assessment 1
- Task 2 – Basin Prioritization 3
- Task 3 – Stormwater Management Action Plan 4
- Task 4 – Project Management/Contract Administration..... 5

The budget and schedule for this work are included as Exhibit B.

TASK 1 – COMPLETE WATERSHED INVENTORY & INITIAL ASSESSMENT

Herrera prepared an initial watershed inventory during development of Edgewood’s Stormwater Comprehensive Plan. This inventory information will be refined and expanded to address relevant data as described in Ecology’s SMAP guidance. Most of the inventory data will be obtained using GIS analysis tools, however some may be developed qualitatively through discussions with City staff.

We will also develop basic information on the condition of receiving waters associated with the basins and basic information on predicted stormwater influences. This information will be presented as a completed inventory (a comparison matrix) and as a Technical Memorandum with a general narrative for each basin and related receiving water beneficial uses (e.g., salmon habitat, recreation, drinking water, critical areas and aquifer recharge) and status of water quality and habitat conditions and stormwater influences. Development of this Technical Memorandum represents an important checkpoint in the project. As stated in Ecology’s guidelines: *“Ecology does not intend for very small jurisdictions with little expected influence on any receiving waters to*

EXHIBIT A - SCOPE OF SERVICES

continue SMAP beyond this step. If this is the case, provide your completed watershed inventory with your annual report submittal.” Therefore, a meeting with City staff will be scheduled in conjunction with delivery of the draft Technical Memorandum to discuss next steps.

Assumptions

- Herrera will meet with City staff and agree on the most relevant data to include in the inventory and identify sources for this data or identify surrogate measures for estimating basin conditions.
- The City will provide updated GIS data based on a data request prepared by Herrera.
- Updated basin delineation maps (corrected where necessary to account for the stormwater conveyance network) will be provided to the City for review prior to calculating basin statistics (e.g. basin size, and percentage within City jurisdiction).
- Information on receiving waters will be obtained to generally assess receiving water conditions and predicted stormwater influences. This may include a summary of beneficial uses (such as salmon, recreation, drinking water, critical areas and aquifer recharge) and status of water quality and habitat conditions. The information collected and presented on receiving waters will focus on those elements most critical to the comparison.
- Stormwater management influence factors will be determined based upon landscape-scale data. Only data identified as key elements for evaluating stormwater influence will be used. Data will be compiled in table format by basin. Stormwater influence attributes may include future development, road density, zoning, or age of infrastructure.
- A minimum of two meetings will be held with City staff. The first to discuss key inventory needs and data sources, and to initially discuss stormwater influences, predicted growth patterns, and other concerns specific to the basins. At the second meeting the inventory information will be reviewed and used to inform a discussion on the next best steps for the City. Meetings will be virtual.
- The City will provide access to any water quality, flow, and related data for watershed and habitat condition assessment.
- The City will provide available GIS data on the stormwater system (including the conveyance network, outfalls and facilities), land use zoning, environmental conditions, future growth projections, population density, and other available data that is related to stormwater influences at the landscape scale. Where data is not easily available a qualitative assessment will be made

EXHIBIT A - SCOPE OF SERVICES

- The City will review and provide consolidated, timely feedback on all products developed.

Deliverables

- A draft and final Watershed Inventory Matrix will be prepared for submittal to Ecology
- A draft and final Watershed Inventory and Receiving Water Assessment Technical Memorandum.

TASK 2 – RECEIVING WATER BASIN PRIORITIZATION

Watershed ranking and prioritization criteria will be developed during this task. The criteria will be applied to the basins summarized in the Watershed Assessment from Task 1. For the selected high priority watershed, priority basin(s) will be identified and ranked and a priority candidate catchment (400-600 acres in size) within the basin will be identified for further planning. In addition to basin prioritization, this Task includes public and stakeholder outreach which is required and essential for soliciting feedback and building support for the selection of a high priority basin and catchment.

Working with the City Project Manager, the Watershed Assessment matrix produced in Task 1.0 will be used to begin preliminary prioritization based upon restoration and protection goals. During this preliminary prioritization basins will generally be defined as “high/medium/low” priority and this will be used to discuss elimination of some basins before moving to the next step. In the second step of prioritization, we envision developing a ranking scheme based on the three assessment categories (basin characteristics, watershed condition, and stormwater influences), defining approximately 3 to 5 metrics to represent each category (e.g., acreage within City jurisdiction) and weighing and scoring these to aid the prioritization.

With the exception of a couple basins, the currently mapped basins fall within, or very close to, the 400-600 acre catchment size that Ecology defines as the appropriate scale for Stormwater Management Action Plan (SMAP) development, therefore the basin prioritization process will lead directly to prioritization of the basin for the SMAP in Task 3.

Public outreach is an important and required part of SMAP planning. This will be addressed through presentation of the draft prioritization results at a public meeting. These materials should also be hosted on the City’s website. (A webpage and webmap could also be developed for hosting on the city’s website that would allow the public and stakeholders to provide input on the prioritization process. The cost for this has not been included in this scope of work.)

EXHIBIT A - SCOPE OF SERVICES

A Technical Memorandum describing selection of ranking criteria, prioritization process, and public outreach will be provided to the City for submittal to Ecology. This Technical Memorandum is expected to be brief; 2 to 5 pages of narrative with a figure and table depicting prioritization results.

Assumptions

- Two meetings will be held with City staff – one to develop prioritization criteria and one to discuss and revise the draft prioritization scheme and the public outreach approach.
- City staff will review all materials prepared for public outreach and collate comments.
- A presentation will be prepared describing the prioritization process and results. It will be prepared for upload to the City's website and presented at one public meeting. The City will coordinate stakeholder and public outreach activities and coordinate comments received from the public and provide it to Herrera
- The City will host prepared materials on their website

Deliverables

- Draft and Final Prioritization Presentation
- Draft and final Technical Memorandum of the Prioritization Process will be prepared for the City's submittal to Ecology

TASK 3 – STORMWATER MANAGEMENT ACTION PLAN

Herrera will work with the City to develop a stormwater management action plan for the highest priority catchment selected in Task 2. The Action Plan is due to Ecology March 31, 2023.

The plan may include suggested stormwater retrofits, land management/development strategies, tailored maintenance activities, habitat enhancements, and/or operational and structural strategies that will be based upon the receiving water issue and the stormwater impact(s) to be mitigated. The plan will identify strategies that can be accomplished in the short term (<6 years) and over the long term (7-20 years). The plan will include an implementation schedule, cost estimate, and layout a process for review and adaptive management of the plan.

Up to 3 capital projects may be identified within the selected catchment and developed at a conceptual level. Since it is unknown how these projects will rate against other projects already on the City's CIP list, the design effort has been assumed to be very minimal. This approach may be modified at Task onset depending upon the type and value of projects identified; for

EXHIBIT A - SCOPE OF SERVICES

example, it may be decided that it is a higher priority to develop 1 of the projects to a design stage appropriate for a grant application.

Assumptions

- Two meetings with the City Project Manager and staff
- City will provide review and comment of the draft Stormwater Management Action Plan including any capital projects identified
- Any new capital projects identified will be conceptual and based on a one-day reconnaissance of the basin and general assessment of feasibility, constraints, and costs. No survey, testing, or modeling will be performed. It is expected that no more than 3 capital projects may be identified in the selected catchment basin and that development of the draft and final 'concepts' for each capital project will be able to be completed in 5 hours of staff engineer time.
- The City will be consulted regarding potential CIPs to be included and developed as part of the SMAP during an online meeting. The City project manager will be responsible for consolidating any follow up input from City staff after the meeting to achieve a consensus on which projects to include.
- An optional task to prepare a grant application for the highest priority capital project has **not** been included in this scope/budget.

Deliverables

- Draft and final Stormwater Management Action Plan for submittal to Ecology

TASK 4 – PROJECT MANAGEMENT/CONTRACT ADMINISTRATION

Herrera will be responsible for ongoing management and contract administration of this project, including preparing monthly invoices, as well as coordination of work efforts with the City's project manager (Jeremy Metzler). Herrera's project manager (Joy Michaud) will have phone and e-mail contact with the City's project manager and other City representatives on an as-needed basis with regards to scope, schedule, budget, and invoicing issues.

This task also includes a project kickoff meeting and monthly calls between the Herrera and City project managers. These calls are in addition to task-specific meetings outlined in previous tasks.

EXHIBIT A - SCOPE OF SERVICES

Assumptions

- An initial project kickoff meeting will be held with key members of the consultant team and city staff to discuss project goals and schedule and discuss the city's priorities for the basins and the project.
- Project manager check-ins will occur monthly via phone or video conference.

Deliverables

- Monthly invoices and progress reports



Cost Estimate for
Herrera Proposal or Project No.

Edgewood SMAP
21-07533-000

Task No.

			1.0	2.0	3.0	4.0	Total
			Complete Inventory and Assess Receiving Water Conditions	Receiving Water Basin Prioritization	Stormwater Management Action Plan	Project Management/Contract Administration	
Schedule	Task Start Date	Task End Date	3/15/2021	6/1/2021	9/1/2021	3/15/2021	
			6/15/2021	9/1/2021	1/3/2022	1/17/2022	
Staff	Title	2021 Fully Burdened Rates					
Michaud, Joy	Scientist VI	\$248.52	16.5	23	25	24	88.5
Mullen, Meghan	Engineer II	\$131.81	70	69	85	2	226
Wingrove, Katie	Engineer II	\$141.95	21	7	8	2	38
Schmidt, Jennifer	GIS Analyst V	\$190.59	2	0	0	0	2
Jackowich, Pam	Administrative Coordinator	\$121.34	6	6	5	0	17
Fontaine, Matthew	Engineer V	\$201.34	0	0	8	2	10
Vayanos, Stacy	Landscape Architect III	\$123.60	0	0	0	0	0
Johansen, Sally	Project Accountant IV	\$124.48	0	0	0	10	10
Total Hours per Task			116	105	131	40	\$392
Subtotal Labor			\$17,418	\$16,533	\$20,770	\$8,159	\$62,880
Subtotal Herrera Labor			\$17,418	\$16,533	\$20,770	\$8,159	\$62,880

Travel and Per Diem (PD)

Item	Unit	Date Updated:					
Auto Use	Mile	\$0.56	100	0	100	0	200
Subtotal Per Diem			\$56	\$0	\$56	\$0	\$112
Subtotal Per Diem, Lab Costs, and ODCs			\$56	\$0	\$56	\$0	\$112

Grand Subtotal

\$17,474

\$16,533

\$20,826

\$8,159

\$62,992

Contingency

0%

\$0

Grand Total

\$62,992



DEPARTMENT OF
ECOLOGY
State of Washington

Stormwater Management Action Planning Guidance

*Phase I and Western Washington Phase II
Municipal Stormwater Permits*

August 2019

Publication 19-10-010

Publication and Contact Information

This document is available on the Department of Ecology's website at:
<https://fortress.wa.gov/ecy/publications/summarypages/1910010.html>

For more information contact:

Water Quality Program
P.O. Box 47600
Olympia, WA 98504-7600
Phone: 360-407-6600

Washington State Department of Ecology — www.ecology.wa.gov

Headquarters, Olympia	360-407-6000
Northwest Regional Office, Bellevue	425-649-7000
Southwest Regional Office, Olympia	360-407-6300
Central Regional Office, Union Gap	509-575-2490
Eastern Regional Office, Spokane	509-329-3400

To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-6600 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341.

Stormwater Management Action Planning Guidance

*Phase I and Western Washington Phase II
Municipal Stormwater Permits*

Water Quality Program
Washington State Department of Ecology
Olympia, Washington

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Purpose and Context of this Document

This document provides guidance to jurisdictions implementing Stormwater Management Action Planning (SMAP) as required in *the 2019 Phase I* and *Western Washington Phase II Municipal Stormwater Permits* (the Permits). This document is organized according to the Phase II Permit language in S5.C.1.d, and provides Ecology’s guidance for meeting the Permit requirements. This document is not meant to constrain or prescribe the approach that will be taken by every jurisdiction covered by the Permit.

For S5.C.6.d, Phase I Permittees that elect to develop a SMAP for a single sub-basin or catchment area located within the watershed-scale stormwater plans developed during the 2013 Permit term must consider the guidance in the SMAP section beginning on p. 11 of this document. A Phase I County that chooses to prepare a SMAP for a basin that was not selected for their watershed-scale stormwater plan must consider the whole of this guidance document.

Introduction

There are many ways to successfully approach comprehensive stormwater planning in general, and many ways to approach the specific steps required by the Permit and in this document in particular. Ecology recognizes that many jurisdictions are already actively planning stormwater investments and actions to accommodate future growth in a way that minimizes impacts to receiving waters and designated uses. Jurisdiction staff responsible for developing a SMAP may, and should, coordinate with other local planning efforts and use and leverage those efforts to produce the permit-required deliverables. Some jurisdictions may simply need to add a subset of the steps required by the permit and described below to an existing planning effort. Others may have a plan or process underway that completely meets Ecology’s goals and guidance for meeting the Permit requirements.

In addition to this document, Permittees should be familiar with the following references in order to understand and meet the requirements and the goals for the SMAP process:

- [*Building Cities in the Rain*](#) (BCitR, Commerce 2016)
- The following subsections in the *Permit Fact Sheet* (Ecology 2018):
 - o In Section 3.1: “The Stormwater Problem”
 - o In Section 3.2.1: “Phase I Counties’ Watershed Modeling and Planning”; “Stormwater Action Monitoring”; “Toxic Loading Study for Puget Sound”; and “Phase I Stormwater Outfall Monitoring Data”
 - o In Section 6.5: “Comprehensive Planning for Municipal Stormwater. Western WA only (Phase I S.5.C.6; WWA Phase II: S5.C.1.)”

The Permit requires a planning approach that emphasizes protection of designated uses and improvements to receiving water quality and habitat under both existing and anticipated future developed conditions. Many of the steps below are explained in detail in BCitR. SMAP is focused on addressing impacts from the cumulative development in a watershed rather than on single site or subdivision impacts. SMAP helps to answer these two important questions:

- 1) How can we most strategically address existing stormwater problems?
- 2) How can we meet our future population and density targets while also protecting and improving conditions in receiving waters?

A successful SMAP strategically identifies approaches – in addition to current requirements of the Permit – to accommodate future growth and development while preventing water quality degradation and/or improving conditions in receiving waters harmed by past development.

Please note that in this document, “SMAP” is used as either a verb, for the planning; or as a noun, for the resulting plan.

Summary of the Process Described in this Document

To successfully complete a SMAP, Permittees will use available information and professional judgment to:

- **Assess Receiving Water Conditions** (section beginning on p. 3). In this step you will become acquainted with all of your MS4 receiving waters by:
 1. Delineating all of the basins in your jurisdiction and identifying the receiving waters with total watershed areas between one square mile and about 20 square miles (p. 3).
 2. Doing a rapid assessment of existing information about conditions in your receiving waters (p. 5).
 3. Assessing the relative current and potential influence of your MS4 on each of your receiving waters (p. 7).
 4. Putting all of this information together to narrow your list of receiving waters to a list that makes sense for prioritization in a public process (p. 8).
- **Prioritize your narrowed list of receiving waters** (section beginning on p. 9). In this step you will gather public input, build support for your SMAP, and select the receiving water and the sub-basin or catchment area(s) where SMAP best suits your MS4.
- **Develop a SMAP for the selected catchment area** (section beginning on p. 11). In this step you will:
 - Identify specific stormwater management actions to protect water quality in your selected receiving water, and
 - Determine an appropriate schedule and budget sources for implementing the activities and projects you have identified.

The remaining sections of this document describe each of these steps in more detail. Although these steps are presented in consecutive order, they may be implemented concurrently if that makes sense to the jurisdiction. Throughout this process, Permittees should follow a transparent process that informs and seeks input from stakeholders and residents.

Receiving Water Conditions Assessment

S5.C.1.d.i Phase II Permit requirement:

Permittees shall document and assess existing information related to their local receiving waters and contributing area conditions to identify which receiving waters are most likely to benefit from stormwater management planning.

By March 31, 2022, Permittees shall submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas. The watershed inventory shall be submitted as a table with each receiving water name, its total watershed area, the percent of the total watershed area that is in the Permittee's jurisdiction, and the findings of the stormwater management influence assessment for each basin. Indicate which receiving waters will be included in the S5.C.1.d.ii prioritization process. Attach a map of the delineated basins with references to the watershed inventory table.

This assessment helps jurisdictions gain an understanding of their receiving waters, the relative impacts of urbanization and land use activities on those receiving waters, and what existing information is most useful to guide their prioritization (S5.C.1.d.ii of the Phase II Permit).

Four steps are included in this overall assessment:

Step 1: Delineate basins and identify receiving waters,

Step 2: Assess receiving water conditions,

Step 3: Assess stormwater management influence, and

Step 4: Assess relative conditions, and contributions.

The outcome of the Receiving Water Conditions Assessment is a watershed inventory that identifies the list of candidate basins and includes the information you need to support your prioritization process. Although these steps are presented in consecutive order, they may be implemented concurrently if that makes sense to the jurisdiction.

Step 1: Delineate Basins and Identify Receiving Waters

The first step in the Receiving Water Conditions Assessment is delineating the basins in your jurisdiction and identifying all of your receiving waters. The appropriate scale for these basins ranges from about one square mile (the smallest area likely to support a perennial stream) to up to about 20 square miles total drainage area, including all contributing areas outside of your permit coverage area. Jurisdictions may have compelling reasons to look at larger watersheds, but rivers and most large streams (more than third Strahler order) are likely too large for SMAP actions alone to result in noticeable improvements in the receiving waters.

Use the scale that best meets your end goal, *i.e.*, whether the prioritization (S5.C.1.d.ii) is expected to be driven by flow control or by toxics or nutrient loading reduction (or both). Counties may need to begin at a larger scale to narrow the number of basins included in the Receiving Water Conditions Assessment. Whatever the scale for the delineation, SMAP actions (S5.C.1.d.iii) will ultimately be identified for a smaller catchment area or areas within the priority basin.

While it is not required to use GIS or other digital tools to complete this work, Ecology encourages Permittees to use the “assessment units” from the Puget Sound Watershed Characterization Project as a starting point (<https://ecology.wa.gov/Water-Shorelines/Puget-Sound/Watershed-characterization-project>), or other existing GIS products. The Watershed Characterization’s “assessment units” provide a first cut of basin delineations that may need to be refined to better reflect on-the-ground conditions and/or meet the needs of this permit requirement. The Watershed Characterization Project may be able to work with a jurisdiction to develop “assessment units” for some areas outside of the Puget Sound Basin, if requested early and Ecology has the resources available. Permittees in Clark and Cowlitz Counties may refer to the watershed delineation work that was done in developing the *Lower Columbia Region Monitoring Implementation Plan* (Stillwater Sciences 2016).

To successfully complete this step, whether using the Watershed Characterization Project “assessment units” or another existing source of information, or doing the work specifically for this process, you will delineate all of the basin areas in your jurisdiction and identify the receiving water for each of those basins. This exercise should rely on your MS4 map, which identifies your MS4 system, discharge locations, and receiving waters.

1. Every part of your jurisdiction drains to a receiving water of some type and size. This step should result in a map of your jurisdiction delineated into basins and a list of receiving waters to which your MS4 discharges (small stream segments, wetlands, lakes, large rivers, Puget Sound) – whether or not the receiving water is inside your jurisdictional boundaries.
2. Phase II Counties will do this step for your permit coverage area (Urbanized Areas and designated Urban Growth Areas). You are encouraged to also consider additional areas in your jurisdiction in order to determine the best approaches to integrate SMAP into your overall efforts at protecting receiving waters. You may ultimately choose to do SMAP for a catchment area that lies outside your permit coverage area but would benefit your receiving waters.
3. For each receiving water, except direct MS4 discharges to Puget Sound, determine:
 - a. The total contributing watershed area for that receiving water, inclusive of your jurisdiction and other jurisdictions, to the point where the receiving water flows into a flow control-exempt water body as defined in the *Stormwater Management Manual for Western Washington*, 2019, (SWMMWW) and Permit Appendix 1.
 - b. The percentage of that total watershed area that lies inside your jurisdictional boundary.
4. For direct MS4 discharges to Puget Sound, determine whether the discharge is to a shoreline area where there is likely a net deposition of sediment/solids and therefore stormwater-associated pollutants (Black *et al.*, 2018).
 - a. All of Puget Sound’s urban bays are areas of net deposition of sediment/solids.
 - b. The Coastal Atlas Map (<https://fortress.wa.gov/ecy/coastalatlus/tools/Map.aspx>) characterizes the coast of Puget Sound in terms of drift cell types: divergence, left-to-right or right-to-left movement, no appreciable drift, or undefined drift. Determine whether your outfall is to an active transport zone (*i.e.*, characterized as left-to-right or right-to-left) or if it is in an area where sediment may be more likely to accumulate (*i.e.*, characterized as no appreciable drift or undefined drift). Include this designation in your watershed inventory.

A “no appreciable drift” or “undefined drift” designation needs to be field checked and clarified in your watershed inventory. The lack of drift or undefined drift may reflect either low energy areas with abundant sediment, which would be higher priorities for SMAP, or high (or low) energy areas with very little sediment accumulation, which would be lower priorities for SMAP.

Step 2: Assess Receiving Water Conditions

In this step you will compile and review available information to understand the likely condition of each of the receiving waters to which your MS4 discharges, whether directly or indirectly. This step is intended to be a rapid assessment of what you know about the condition of your receiving waters to help you assess Stormwater Management Influence in Step 3, assess Relative Conditions and Contributions in Step 4, and then prioritize your receiving waters and identify appropriate actions to include in your SMAP for the selected basin. You are not expected to collect new data or to establish a local monitoring program. The BCitR guidance provides a table of information and sources to be considered for this step. For each receiving water:

1. Identify the designated uses and desired water quality conditions to support those uses. The assessment of desired conditions can be done generally; for this exercise it is not necessary to collect new data or conduct a detailed numeric assessment. Depending on the designated use(s) it may even be appropriate for your assessment to focus on a single, specific indicator or a descriptor (*e.g.*, anadromous fishery) for one or more receiving waters.
2. Determine what information is available and assess the extent to which the desired conditions are being met, or if specific data are unavailable, the extent to which they are likely being met. It is not necessary to review in detail all available water quality and habitat information. If local data are not available, consider using regional information or data from nearby or similar receiving waters/basins.
3. Gather and evaluate landscape-scale data (land use and cover, road density, zoning, population, etc.) that help explain and predict receiving water conditions.
4. Assess the development pressure in the basin.
 - a. How much growth is being directed toward this area?
 - b. How is transportation planning likely to affect this basin?
 - c. In addition to watershed-scale implementation of Low Impact Development techniques, are headwaters, riparian areas, and other sensitive portions of the basin likely to be protected under current zoning and plans?
5. For basins that discharge to impaired waters, consider:
 - a. What sources/activities are the main contributors to the pollutant load targeted for reduction (*e.g.*, polluting activities associated with particular land use or land cover types)?
 - b. When does the impairment occur? Is it seasonal, or flow-dependent?
 - c. Can these sources be addressed (or are they already being addressed) through BMPs found in the SWMMWW and applied through your SWMP?
 - d. Will enhanced municipal stormwater management actions result in meeting loading targets?
 - e. Are substantial non-stormwater management actions needed to address the impairment?

- f. What combination of additional stormwater management actions will most effectively reduce current and future loadings?
6. Evaluate information related to overburdened communities within the contributing areas to help determine where overlap may exist with improving receiving water conditions for water quality and human health.
 - a. Sources of information for overburdened communities include, but are not limited to: [USEPA's EJ Screen](#) and the Washington State Department of Health [Washington State's Health Disparity Map](#).

Additional guidance and context for completing these six actions is given in the remainder of this section. In the introduction to Chapter 4 of BCitR, *Prioritizing Watersheds for Stormwater Investment*, two steps are listed related to the Assessment of Receiving Water Conditions: reviewing any regional-scale information as an initial screen, and then assessing local, watershed-specific information. Fully analyzed local water quality and biological indicator datasets do not exist for all receiving waters, and not all jurisdictions have capacity to analyze data that do exist. Jurisdictions who have more local data available can make more informed decisions.

Descriptions of appropriate data and information to include in the Assessment of Receiving Water Conditions, as well as possible data sources, are given in BCitR Chapter 4.3 “Prioritizing Watersheds for Stormwater Investment, Using Local Data” and Chapter 5 “Local Data Sources for Prioritization of Watersheds.” In particular, refer to Table 5.4 “Local Data for Prioritizing Flow Control, LID and Runoff Treatment.”

Consider data available from other regional datasets, assessments, and reports from other local jurisdictions, soil and water conservation districts, or state or federal resource and science agencies. Some particularly helpful sources for the Assessment of Receiving Water Conditions include:

- The [Watershed Characterization Project](#) includes water flow assessments (delivery, surface storage, recharge, and discharge), water quality assessments (sediment, nutrients, pathogens, and metals), and habitat assessments (terrestrial, freshwater, and marine shorelines) that can be useful for this step.
- Ecology’s [Environmental Information Management \(EIM\) database](#) contains water and sediment quality data from studies conducted across the state.
- The U.S. Geological Survey has collected water quality and biota data in urban and rural areas throughout western Washington as part of the [National Water Quality Assessment Program](#) and other studies.
- Stormwater Action Monitoring (SAM) produced [regional receiving water assessments](#) of in Puget Sound urban nearshore areas and Puget lowland streams. SAM identified correlations between water and sediment quality and biota conditions, and watershed characteristics including several measures of urbanization including watershed and riparian canopy and impervious surfaces. These studies may be useful to many Permittees for completing the Assessment of Receiving Water Conditions.
 - o Sargeant and Ruffner, 2017; Lanksbury *et al.*, 2017; Black *et al.*, 2018; and De Gasperi *et al.*, 2018 each provide stormwater-management-relevant representations of what is known about these receiving waters across the full range of urbanized conditions. The

studies present regional information that can help jurisdictions evaluate the status of their receiving waters. Local data can be compared for contextual comparison of “poor, fair, or good” conditions, or across the entire range of regional conditions.

- The Phase I Counties’ 2013 permit modeling and basin plan reports (King County 2018, Snohomish County 2017, Clark County 2017, and Pierce County 2017) provide assessments of water quality conditions and designated uses for four watersheds that are under pressure of development.

Review these and/or other relevant sources to find data for nearby receiving waters or ones with similar watershed characteristics. In general, identify both the likely best and the likely worst receiving water conditions to which your MS4 contributes. Document how you are using data sources in the Assessment of Receiving Water Conditions, and what data or information would be useful to improve it.

If you are not satisfied with the level of information you currently have, you may consider including targeted new data collection and analysis as a SMAP action for use in subsequent planning cycles or to improve future assessments, but it is not required. For this initial planning effort, Permittees are only required to complete all of the steps with the information they have available. Use best professional judgment in cases of limited information and revisit these areas in future updates or as more regional findings become available. In the absence of local receiving water monitoring data, water quality and biotic conditions may be predicted using landscape, physical habitat, or disturbance information.

In addition to considering designated uses and existing (or inferred) water quality data, assess the amount (approximate percentage) of current and expected future land uses and impervious surfaces and their distribution in the watershed (*i.e.*, headwaters, riparian areas, floodplains). Identify overburdened communities that possibly have health risks that may be improved through stormwater management actions. Knowing your community and landscape at this level of detail will inform your SMAP process to identify a place to focus additional projects and activities to benefit those receiving waters in the long term. Compile and organize the relevant available information for further analysis.

Step 3: Assess Stormwater Management Influence

This step will provide the rationale for sorting your receiving waters according to their relative expected benefit from SMAP. The assessment requires you to use your judgment as to the relative influence of your MS4 and potential SMAP actions to protect or improve receiving water conditions, based on the information gathered and compiled in Steps 1 and 2. Use that information and your knowledge of conditions across your jurisdiction’s landscape to help determine/judge your MS4’s current contribution to the receiving water and your potential stormwater management influence on future conditions in the receiving water.

A basin with relatively low expected Stormwater Management Influence for SMAP is defined as having both “low expected hydrologic impacts” and “low expected pollutant loadings” that are defined as follows:

- Low expected hydrologic impacts are from MS4s that drain directly to:
 - Flow-control exempt receiving waters as defined in the 2019 SWMMWW, or
 - Ephemeral streams (generally, streams having less than one square mile of contributing watershed area), or

- Receiving waters primarily influenced by groundwater flows.
- Low expected pollutant loadings are from MS4s receiving runoff from only:
 - Non-pollutant generating surfaces as defined in the 2019 SWMMWW; and/or
 - Low density residential land uses; and/or
 - Parking areas with up to 100 total trip ends or for up to 300 employees; and/or
 - Roads with ADT up to 7,500, fully and partially controlled limited access highways with ADT up to 15,000; and/or
 - Other land uses where runoff is already being treated using stormwater BMPs designed in accordance with the SWMMWW (or equivalent), and in particular, roads with higher ADT, parking areas for buildings with more total trip ends, and on-street parking areas of municipal streets in commercial and industrial areas (see the 2019 SWMMWW).

For each basin, document your answers to the following questions:

1. What are the major pollutants and/or flow impacts associated with individual point sources versus non-point sources? Will the loadings and/or runoff volumes increase under expected future land use conditions?
2. Can these sources be addressed through other land management strategies, including policies, code, or development standards?
3. Can future growth be managed to minimize adverse stormwater impacts?

The steps that follow in this document do not apply for the basins that have low expected Stormwater Management Influence. Provide your completed watershed inventory with your Permit Annual Report and include your Assessment of Stormwater Management Influence documentation.

After assessing Stormwater Management Influence, consider where it is most likely that enhanced stormwater management, retrofits, and/or land use planning in a basin will protect or improve downstream water quality and habitat. Include this information in Step 4 – Assessment of Relative Conditions and Contributions.

Step 4: Assess Relative Conditions and Contributions

In this step you will narrow the number of receiving waters and basins to a candidate list to include in your Receiving Water Prioritization process. Permittees are not required to prioritize basins that were determined in Step 3 to have relatively low expected Stormwater Management Influence for SMAP.

Both BCitR and the Watershed Characterization Project provide approaches to identify relative conditions. Document the approach and reasoning for the decisions you make in this step to justify and explain them in your public prioritization process. BCitR's "Management Matrix for Restoration and Protection" in Chapter 4.2 appropriately emphasizes focusing on "protection" and "restoration" as opposed to "conservation" and "development" for stormwater investments, and that approach may be useful for your Assessment of Relative Conditions and Contributions. Consider these categories as they apply to your basins and their receiving waters, along with what opportunities likely exist for additional stormwater investments.

Evaluate the planned and expected future land uses in each potential candidate basin and consider how those changes are likely to impact water quality, habitat, and biota in the receiving waters. You began

this work in Step 2 and continued it in Step 3. Anticipate the most likely condition of landscape-scale indicators either under full build-out conditions, or in about 20 years.

Propose protection and/or restoration goals for each potential candidate basin. Consider the gap between what is known about the existing conditions and the goals, and explain the rationale as to where targeted stormwater investments and actions are most likely to protect/improve receiving water conditions. Part of this step may include coordinating with your neighboring jurisdictions, or interconnected MS4s, and learning about their perspectives, needs, and plans for the same receiving water. Your neighbors may have existing plans and processes that can be leveraged for your SMAP.

You may choose to delineate catchments (sub-basins) at this step for prioritization. The delineation into catchment areas can be performed on a limited number of basins that are high priority candidates for initial actions. Alternatively, the delineation may be done as part of the Receiving Water Prioritization after the basins are prioritized but before selecting the final catchment area.

This final step in the Receiving Water Conditions Assessment should result in a manageable and credible list of candidate basins to begin the prioritization process.

Some (particularly, small) jurisdictions may not have any basins where their actions can significantly influence receiving water conditions. If this is the case, submit your documentation instead of a list of candidate basins in your Permit Annual Report.

The final product of this effort will be a watershed inventory that organizes the data into a common format (such as in a spreadsheet, database, or GIS) for further analysis. The inventory will include relevant findings from each step. Document the overall rationale for the final list of basins, the proposed restoration or protection goal(s) for each receiving water, and some informed ideas about what specific catchment areas or sub-basins should be targeted for additional stormwater investments. Also include relevant information about existing plans and planning efforts that might meet or be leveraged to address SMAP needs. You will submit the inventory and map to Ecology according to the Permit Annual Report. As new information becomes available, add it to the inventory at appropriate milestones.

Receiving Water Prioritization

S5.C.1.d.ii Phase II Permit requirement:

Informed by the Assessment of Receiving Water Conditions in (i) above and other local and regional information, Permittees shall develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions (different than the existing new and redevelopment requirements). The retrofits and actions shall be designed to: 1) conserve, protect, or restore receiving waters through stormwater and land management strategies that act as water quality management tools, 2) reduce pollutant loading, and 3) address hydrologic impacts from existing development, as well as planned for expected future buildout conditions.

Document the prioritized and ranked list of receiving waters no later than June 30, 2022.

You will establish and conduct a process to prioritize among your candidate basins to select an area of focus where SMAP will be applied to reduce pollutant loading and/or address hydrologic impacts from existing, expected, or proposed future development. Three strategic SMAP elements will be highlighted during the prioritization process (see SMAP section beginning on p.13):

- 1) Strategic retrofits, including a combination of both improvements of existing structural facilities and siting and construction of new facilities.
- 2) Land management strategies that act as a water quality management tools to conserve, protect, or restore receiving waters.
- 3) Strategic SWMP enhancements and targeted S5.C stormwater management actions.

Your prioritization process will identify the receiving water expected to benefit most from future implementation of these three strategic elements in your SMAP. You will then select a catchment area (recommended to be approximately 400 to 600 acres, or a catchment scale that is appropriate for this level of planning in your jurisdiction). Chapter 4 of BCiTR “Prioritizing Watersheds for Stormwater Investment” lists these steps for the prioritization process: Establish prioritization goals; actively seek input from natural resource agencies and tribes; and involve interested parties the public early on in the prioritization process. A good process will include these steps to provide transparency, improve the knowledge base, and help to ensure better success in SMAP implementation.

Basins that drain to high quality receiving waters that are also under pressure of development should score high in the prioritization process. A successful SMAP for such a basin is likely to protect high-quality receiving water quality over the long term.

Follow these general prioritization principles as they apply to your receiving waters:

1. Give higher priority to basins with receiving waters that show low to moderate levels of impairment (*e.g.*, as assessed via water quality data, Benthic Index of Biotic Integrity (B-IBI) scores, or habitat surveys). These receiving waters are expected to benefit more quickly as a result of stormwater management actions.
2. Give higher priority to basins where the municipality can exert greater influence either alone or in partnership with one or more neighboring jurisdictions. For example, assign higher priority to basins that either have most of their associated drainage area within the municipality, or where an inter-local agreement is or will be in place with one or more neighboring municipalities to implement the SMAP. In other words, if the municipality coordinates a priority basin identification and rehabilitation strategy approach with a neighboring municipality, a shared basin may score higher.
3. Give higher priority to basins where regional rehabilitation efforts are also focused or to receiving waters identified as important under other planning processes such as WRIA plans, Salmon Recovery Plans, MTCA/Superfund cleanups, Endangered Species Act listings and critical habitat designations. Basins draining to receiving waters listed in the 303(d) Watershed Assessment as Category 5 based on B-IBI scores may warrant higher priority if low B-IBI scores are likely due at least in part to hydrologic conditions.
4. Give higher priority to basins with direct MS4 discharges to shoreline segments with low or negligible longshore transport and particularly to areas in Puget Sound where sediment accumulates (*i.e.*, bays, lagoons, inlets, depositional beaches). Sediment depositional areas are

higher priority for SMAP than open shoreline drift cells with high energy dispersion of pollutants.

5. Give a higher priority to basins with overburdened communities where the water quality issues and human health impacts overlap and can be addressed (at least partly) through stormwater management improvements.

Following selection of the priority basin, your process should include selection of the catchment or sub-basin area where stormwater investments will be made for SMAP.

Counties should consider the potential for annexation of areas within their basins and describe how these areas are taken into account in the prioritization process. Coordination and collaboration with adjacent jurisdictions will improve planning in these areas and help to refine priorities. It is acceptable for a Phase II County to select a catchment area outside of their permit coverage area for SMAP if the planning and the resulting stormwater management actions will benefit a high priority receiving water.

Prior to finalizing your prioritization, for the top few candidate basins, review the protection and restoration goals with all of the information gathered for Step 2, Assess Receiving Water Conditions. Use this information to judge what relative level of investment is likely needed to meet water quality goals for each basin, including the anticipated need for flow control and treatment facilities. To the extent possible, predict likely hydrologic and pollutant loading impacts from your current and future land use combinations. General stormwater discharge data for pollutant loading impacts can be found in the *Phase I Stormwater Permit: Final S8.D Data Characterization, 2009-2013* (Hobbs *et al.*, 2015). Pollutant loads across your jurisdiction may be highly variable. Scenario modeling may be helpful for this planning requirement, but Ecology does not require that you conduct a modeling exercise for SMAP.

If you are considering selecting an impaired waterbody with current or future Total Maximum Daily Load (TMDL) requirements as a SMAP priority basin, you must document how SMAP investments will go above and beyond the current (or currently expected) Permit and TMDL requirements, and what the additional investments will achieve. For such basins, include substantial, scientific justification including conducting modeling exercises or other quantitative evaluations that are appropriate for your TMDL.

Be sure to document your process well and be prepared to adjust it as process or project improvements are identified. Ensure that you gather feedback from interested stakeholders and residents and allow time to include that feedback in your process and SMAP.

Stormwater Management Action Plan

Phase II S5.C.1.d.iii Permit requirement:

No later than March 31, 2023, Permittees shall develop a SMAP for at least one high priority catchment area from (ii) above that identifies all of the following:

- (a) A description of the stormwater facility retrofits needed for the area, including the BMP types and preferred locations.*
- (b) Land management/development strategies identified for water quality management.*

(c) *Targeted, enhanced, or customized implementation of stormwater management actions related to permit sections within S5, including:*

- *IDDE field screening,*
- *Prioritization of Source Control inspections,*
- *O&M inspections or enhanced maintenance, or*
- *Public Education and Outreach behavior change programs*

Identified actions shall support other specifically identified stormwater management strategies and actions for the basin overall, or for the catchment area in particular.

(d) *Identification of needed changes to local long-range plans to address SMAP priorities, if applicable.*

(e) *A proposed implementation schedule and budget sources for:*

- *Short-term actions (i.e., actions to be accomplished within six years), and*
- *Long-term actions (i.e., actions to be accomplished within seven to 20 years).*

(f) *A process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects.*

Phase I S5.C.6.d.ii Permit requirement (paraphrased):

Counties shall produce a SMAP for a single catchment area located within the watershed-scale plans developed in the 2013 Permit (or another basin selected using a process similar to the one described above). The SMAP must identify the same types of actions, and specify which are Short-term actions and Long-term actions.

*A county may select an alternative basin, by following the same process as the Phase II Permit (i.e., by following **all** of the steps in this guidance document, not just the SMAP).*

The scale of the SMAP is expected to be at the catchment area size: approximately 400 to 600 acres, or a sub-basin or catchment scale that is appropriate for this level of planning in your jurisdiction. The catchment area within your priority basin will have been identified and selected in your prioritization process.

Basins draining to high quality receiving waters that are under pressure of development should have scored high in the Receiving Water Prioritization. For these priority basins, SMAP investments should focus on: retrofits to address protection of hydrologic function, zoning/land use designations, conservation easements, and/or land acquisition.

On the other end of the spectrum, Ecology recognizes that most or all of the land areas under the jurisdiction of many Western Washington Permittees are already built out, and the receiving waters that scored high in the Receiving Water Prioritization are more in need of improvement than protection. For these priority basins, SMAP investments for priority basins in these jurisdictions should focus on stormwater retrofits to reduce pollutant loads, tailored maintenance activities such as line cleaning, and other activities or capital projects to reduce pollutant loading and, if the receiving water is a small stream, reduce stormwater flows to allow improvements to stream habitat conditions.

Most Western Washington Permittees fall somewhere in between these two ends of the spectrum and their SMAP should include a mix of protection and improvement projects and activities appropriate to the local conditions.

Phase I Counties will complete a SMAP for at least one catchment area within the watershed that was modeled pursuant to the requirements of the 2013 Permit, unless you followed the process above to select a different receiving water.

Phase II Counties may complete a SMAP for a catchment area that lies outside the permit coverage area and would benefit your receiving waters. These counties may choose to do the SMAP for a basin outside of the permit coverage area where stormwater management actions will help protect or restore the selected high priority receiving water. Examples may include:

- Basins identified in the comprehensive plan that are under development pressure where stormwater management actions would protect and/or improve receiving water quality.
- Basins where existing development or land use practices have degraded water quality, and retrofits or stormwater management actions would provide benefits that could help protect and/or improve receiving water quality and habitat.

The need for and most beneficial placement of stormwater facility retrofits

In this context, ‘stormwater facility retrofits’ includes projects that retrofit existing treatment and/or flow control facilities, and new flow control or treatment facilities/BMPs that address impacts from existing development. SMAP should include appropriate, strategic stormwater retrofits of either or both of these types.

Pursuant to the Receiving Water Conditions Assessment and Receiving Water Prioritization (or Phase I County scenario modeling), SMAP will include retrofits intended to provide flow control and/or treatment benefits that address and support the goals for the receiving water. Due to varying levels of capacity and expertise, the necessary capacity and most beneficial placement of these facilities within the catchment area will be determined to a different level of precision and certainty for each jurisdiction. Your level of effort on this step should match your capacity and expertise.

Anticipated “opportunistic” retrofit projects (based on construction initiated for other purposes in the basin) should be included in this section, but the Permittee must assess whether these projects alone will be sufficient, or if additional strategically sited retrofits will be needed to meet the goals for the receiving water.

Reduction of impervious surfaces may provide significant cost savings in needed structural controls.

Land management/development strategies identified for water quality management

SMAP may include identification of lands to protect or conserve from impervious surface conversions or native vegetation removal, and the strategic means for providing the needed protection, which could be addressed via purchase or zoning or land use policy changes, to name a few options. SMAP may also include other zoning or land use policy changes deemed necessary to prevent the water body from maintaining its current designated uses.

Any receiving water with a largely undeveloped contributing watershed will benefit from planning and implementation of land management and development strategies. Such actions will particularly support protection of a small stream or lake with good water quality and habitat conditions.

Built-out areas may benefit from efforts to increase canopy cover.

Targeted or customized implementation of stormwater management actions

Where appropriate, coordinate SMAP with other aspects of S5.C implementation. Pursuant to your Receiving Water Conditions Assessment and Receiving Water Prioritization (or Phase I County scenario modeling), your SMAP may include implementation of targeted, enhanced, or customized implementation of stormwater management actions related to the following Permit provisions within S5.C in addition to the other required SMAP actions:

- Focused or more frequent IDDE field screening;
- Prioritization of Source Control inspections;
- O&M inspections or enhanced maintenance of facilities you own or operate;
- Maintenance that requires capital construction of more than \$25,000; *and/or*
- Public Education and Outreach behavior change programs to support SMAP actions for the receiving water overall, or for the catchment area in particular.

Permit flexibility allows for effective targeted implementation of each of these S5.C programs.

Proposed implementation schedule and budget sources

SMAP will include a proposed implementation schedule and the determination of the necessary budget to implement SMAP projects and activities. Be sure to include facility design, land acquisition, permit fees, installation, O&M, staff and other resources to support tailored S5.C activities for the catchment, any desired monitoring and analysis, and administrative support.

Ideally, you will prioritize investments and actions to achieve the quickest and surest possible preservation and/or restoration of designated uses. Develop the SMAP in a way that (1) you fully expect the investments to meet your stated goals for the receiving water, and (2) you can reasonably foresee the plan being implemented over the course of future Permit cycles.

Ecology has not yet established a minimum level of effort for SMAP implementation. Your SMAP budget should identify likely and potential funding sources and a realistic schedule to accomplish progress on both short-term and long-term actions.

SHORT-TERM ACTIONS (I.E., ACTIONS TO BE ACCOMPLISHED WITHIN SIX YEARS)

The 6-year timeframe is identified in Growth Management Act (GMA) Capital Facility Planning process. Short-term SMAP actions will help meet water quality goals, but they are a mix of opportunistic efforts (that are the result of other efforts occurring or planned in the area) and strategic projects/activities. These short-term improvements can be helpful in providing visibility to successes and gaining support for continued actions, and will complement the more strategic, long-term approach to meet SMAP objectives.

See the Permit Fact Sheet for more detail on expectations for short- and long-term actions.

LONG-TERM ACTIONS (I.E., ACTIONS TO BE ACCOMPLISHED WITHIN SEVEN TO 20 YEARS)

The 20-year timeframe is identified in the GMA Capital Facility Planning process. Long-term SMAP actions and projects are strategic rather than opportunistic. SMAP should include an anticipated schedule for long-term implementation that includes interim steps. This schedule is not intended to be a Permit compliance goal, but rather an indication of the anticipated level of effort that reflects an understanding of the time and resources required for detailed planning and successful implementation.

Process to adaptively manage the plan

The process to adaptively manage the SMAP will document your progress toward meeting your goals and enable you to report progress to the funders, the public, and Ecology. Your process should directly reflect the protection and/or restoration goals that were set for the receiving water during the Receiving Water Conditions Assessment or in the Phase I Counties' scenario modeling and findings. The adaptive management process may also address the process used to develop the SMAP in order to improve effectiveness of the program.

SMAP adaptations should be expected over time as Permittees find a better way to run the process or learn from implementation. The SMAP may benefit from strategic monitoring, particularly where little data were initially available. The SMAP should include a long term assessment approach in sufficient detail that it is clear how your jurisdiction will know and be able to report whether the protection and/or restoration goals are being achieved. The adaptive management process should include implementation tracking and an ongoing assessment of what portion of the planned projects and activities have taken place and how much of the catchment area has been addressed.

Conclusion

A successful SMAP strategically identifies approaches – in addition to current requirements of the Permit – to accommodate future growth and development while preventing water quality degradation and/or improving conditions in receiving waters harmed by past development. To reduce the effort needed to develop the permit-required deliverables for SMAP, take advantage of the work already accomplished in your jurisdiction and by neighboring jurisdictions. Make early efforts to utilize technical support and gather necessary information.

A good prioritization process will ensure that the goals for the priority receiving water and SMAP are clear, and that the planned stormwater management activities are well matched to the areas in which they will take place. Ideally, SMAP will have broad public support as a result of the process you followed to create the plan. Permittees who have successfully completed the steps above will have confidence that SMAP will make a substantial, positive difference in future receiving water conditions and that it can be realistically implemented and influence other development planning efforts.

References

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City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Radar Speed Sign Deployment	Agenda Item #: 2.F
	For Agenda of: 3/16/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. CIP Project T-2	
Approval of Materials: Jeremy Metzler Rachel Pitzel 3/10/2021 Dave Gray 3/11/2021 Daryl Eidingen 3/12/2021	Expenditure Required: \$25,070 Amount Budgeted: N/A Timeline: 03/16/2021 SS

Summary Statement:

Following discussion with Council and the September 1, 2020 study session and authorization under consent and the September 8, 2020 regular meeting, staff ordered seven new radar speed signs from TrafficLogix, each being GPS-enabled with remote cloud access. One of these signs was ordered with a solar panel and trailer, and this unit has been deployed and managed by the Police Volunteer since November 12, 2020. Since then, the volunteer and staff have familiarized themselves with the cloud-based interface, explored it's limited variable messaging features, and have been collecting traffic data in several locations around the City.

Including the three older model signs already owned, the City currently has a total of nine signs ready for deployment. Following review with the Edgewood Police Department, the following sites have been prioritized for permanent radar sign deployment:

- Jovita Blvd (Eastbound) – between 111th Ave E & 114th Ave E
- Meridian Ave E (Northbound) – just north of Dechaux Rd E
- 8th St E (Westbound) – approaching the Hedden school zone
- 8th St E (Eastbound) – approaching the Hedden school zone
- 24th St E (Westbound) – approaching the Edgemont school zone
- 24th St E (Eastbound) – approaching the Northwood school zone
- 122nd Ave E (Southbound) – just south of 18th St E
- 122nd Ave E (Northbound) – between 27th St E & 28th St E
- Edgewood Drive (Southbound) – near 49th St Ct E

Staff requested estimates to install these signs from our On-Call Electrical Contractor, Transportation Systems, Inc. 5 of the signs are solar-ready, and the contractor is recommending we convert the other 4 to be solar-powered – this would be a lower up-front cost than installing dedicated power services. The estimates received are up to \$1,630 per sign that is already solar-ready, and \$4,230 to convert and install each remaining

sign. This comes to a total estimated cost of \$25,070 (+). Following Council conversation, the Mayor is prepared to execute a task order for this work under our existing on-call contract with Transportation Systems, Inc.

Item History:

09/01/2020 SS

09/08/2020 RCM

Recommended Action:

Hold a discussion and provide staff direction to Discussion - Radar Speed Sign Deployment

Fiscal Note/Consideration:

This effort can be funded using the School Zone Safety Camera revenues - EMC 10.25.090(B) states in part: "Revenue from fines assessed (using these cameras) shall be used solely for law enforcement purposes... (which) for purposes of this section... include, but is not limited to... Personnel costs for employees or contractors who are involved in automated speed enforcement planning and implementation, including professional services, ...Purchase and/or maintenance of equipment, including signage, related to the automated speed enforcement program, ...(and) Costs associated with traffic safety projects in the transportation capital fund unrelated to the automated speed enforcement program." CIP Project T-2 - Citywide Traffic Safety Program (TIP No. 9) identifies up to \$75,000 in School Zone Camera Fees for this purpose.

T-2 – Citywide Traffic Safety Program (TIP No. 9)

Fund:

General Fund

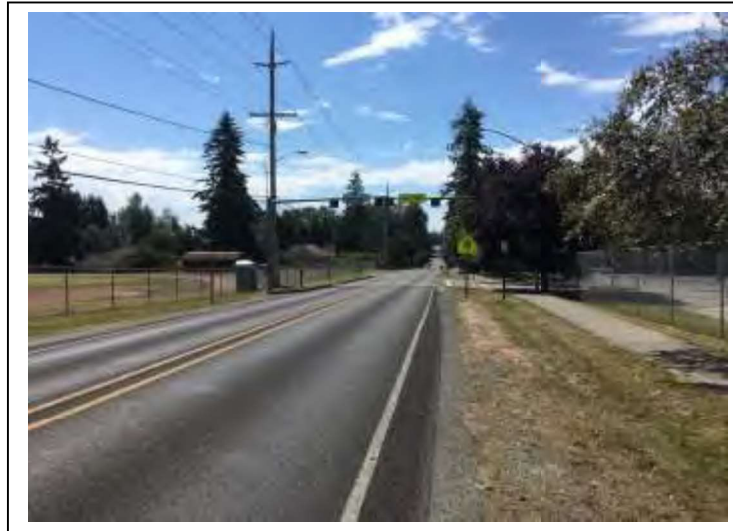
Project Category:

Transportation

Comprehensive Plan

Transportation Element

Project A-3



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

Applicable Comprehensive Plan Goals –

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

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

Total 6-Year Project Budget: \$325,000

Funding Source:

- School Zone Camera Fees
- Real Estate Excise Taxes
- General Fund

Critical Milestones:

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

T-2							
Citywide Traffic Safety Program (TIP No. 9)							
Total Project Budget:	\$ 325,000						
Phase	6-Year Projected Plan						Projected 6-Year
	2021	2022	2023	2024	2025	2026	
Project Expenditures:							
Design & Construction	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 325,000
Total Expenditures	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 325,000
Revenue Sources:							
Grant Revenue							
School Zone Camera Fees	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 325,000
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Total Revenues	\$75,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$325,000
General Fund Impacts:	-	-	-	-	-	-	-



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Resolution - 24th & Meridian Sidewalks Contract Amendment	Agenda Item #: 2.G
	For Agenda of: 3/16/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. 3 - DRAFT Resolution - First Amendment to Contract 2. 2 - EXECUTED Contract & Bonds 2021-02-16	
Approval of Materials: Jeremy Metzler Rachel Pitzel 3/12/2021 Dave Gray 3/12/2021 Daryl Eidinger 3/12/2021	Expenditure Required: \$42,824.50 Amount Budgeted: \$42,824.50 Timeline: 03/16/2021 SS 03/23/2021 RCM

Summary Statement:

Construction Bid change order to accommodate upsizing for a development project currently in review with the City that will connect to the sewer. The system is designed to add future development, this change order will accommodate a known project. The city anticipates the cost of running the sewer to the park property will be recovered fully by future development. It appears this could occur sooner than later.

Item History:

02/02/2021 SS
 02/09/2021 RCM

Recommended Action:

Hold a discussion and provide staff guidance regarding the contract change order.

Fiscal Note/Consideration:

The contract authorized under Resolution 21-0547 was for an amount lower than originally budgeted for this project. This change order and contract amendment represent a total potential expenditure that will not exceed the original budget for this project.

RESOLUTION NO. 21-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE CONTRACT WITH REED TRUCKING AND EXCAVATING, INC. DATED FEBRUARY 16, 2021, AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$42,824.50

WHEREAS, by passing Resolution 21-0547 on February 9, 2021, the City Council authorized execution of a Contract with Reed Trucking and Excavating, Incorporated (“Reed”) for the 24th and Meridian Sidewalk Gaps project; and

WHEREAS, since the Agreement was executed, the City and Reed have thoroughly reviewed the Contract Plans and Specifications and discovered several items to be added or adjusted, including accommodation of larger storm drainage conveyance to support a proposed nearby private development currently under permit review; and

WHEREAS, the aforementioned actions require amendments to the Contract Plans, Specifications, and compensation as set forth in Exhibit A hereto; and

WHEREAS, additional work already discovered warrants additional compensation be paid to Reed in an amount not to exceed \$42,824.50, as set forth in the Change Order attached as Exhibit B;

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

Section 1. The Mayor is hereby authorized to enter into the First Amendment to Public Works Contract, attached hereto, between the City of Edgewood and Reed, in a substantial form as attached to this resolution and incorporated herein as Exhibit A.

Section 2. The Change Order in the amount of \$42,824.50, attached as Exhibit B hereto, is hereby approved.

Section 3. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 23RD DAY OF MARCH, 2020.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A

First Amendment to the Public Works Contract between the
City Of Edgewood and Reed Trucking and Excavating, Inc., for the
24th and Meridian Sidewalk Gaps Project

DRAFT

**FIRST AMENDMENT TO
PUBLIC WORKS CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
REED TRUCKING AND EXCAVATING, INC. FOR THE
24TH AND MERIDIAN SIDEWALK GAPS PROJECT**

Section I. Date and Parties.

This document ("First Amendment"), is dated the 23rd day of March, 2021, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and Reed Trucking and Excavating, Inc. ("Contractor"). This First Amendment modifies the Public Works Contract executed February 16, 2021, by and between the City and Contractor (the "Agreement").

Section II. General Recitals.

A. The City and Contractor entered into the Agreement for the purposes of allowing the Contractor to perform the work described therein.

B. Since the Agreement was executed, the City and Contractor have thoroughly reviewed the Contract Plans and Specifications and discovered several items to be added or adjusted, including accommodation of larger storm drainage conveyance to support a proposed nearby private development currently under permit review.

C. The parties have now agreed to amend the Agreement as set forth in this First Amendment.

Section III. Amendments to the Agreement.

A. Section 5. Notice To Proceed / Completion Time. Section 5 of the original Agreement is hereby amended to read as follows:

Contractor will commence the work set forth herein immediately after receiving written notice from the City to proceed, and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its substantial completion within ~~120~~ 122 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract, and may be modified as mutually agreed through Change Order, as described in Section 10, below.

B. Section 7. Compensation and Payment. The first line of Section 7, Subsection A of the original Agreement is hereby amended to read as follows:

Unless otherwise mutually agreed through Change Order, as described in Section 10 below, the City shall pay the Contractor for the work performed under this contract as follows (select one): ...

C. Section 10. Changes. Section 10 of the original Agreement is hereby amended to read as follows:

After execution of the Contract, changes in the scope of the work set forth in the Bid Documents may be accomplished by change order. Change orders shall be in writing signed by the Parties. If the total Contract Amount proposed under a Change Order exceeds 120% of the Contract Amount established in Section 7, above, the Change Order shall be reviewed and approved by the City Council prior to execution. All other Change Orders may be administratively approved by the City.

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

DATED: This 23rd day of March, 2021.

CITY OF EDGEWOOD

CONTRACTOR

By: _____

By: _____

Its: Mayor, Daryl Eidinger

Printed Name: _____

Its: _____

Date: _____

Date: _____, 2021

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

City Attorney, Ann Marie Soto

Exhibit B
Change Order No. 1

DRAFT

CHANGE ORDER

Project Title 24th and Meridian Sidewalk Gaps Project
Owner City of Edgewood **Contractor Name** Reed Trucking & Excavating, Inc.
Change Order No. 1 **Contractor Address** 2207 Inter Avenue, Suite A
Change Order Date March 9, 2021 Puyallup, WA 98372
G&O No. 18626.13

The following changes are hereby made to the Contract Documents:

SCHEDULE A: MERIDIAN AVENUE EAST AND 24TH STREET EAST SIDEWALKS

ITEM 1: Storm Drainage Revisions

Revise 24th Street East storm drainage line to accommodate future storm system improvements near 100th Avenue East intersection, per revised plansheet DR01.

The following payment items are added to the Contract:

No.	Description	Quantity	Unit Price	Total
53A	Catch Basin Type 2 (54 In. Dia.) (7-05)	1 EA	\$4,500.00	\$4,500.00
54A	Schedule A Storm Sewer Pipe 18 In. Dia., (7-04)	100 LF	\$80.00	\$8,000.00

The following payment items are revised:

No.	Description	Current Contract Quantity	Unit Contract Price	New Contract Quantity	Quantity Revision	Contract Price Revision
21A	Schedule A Storm Sewer Pipe 12 In. Dia., (7-04)	792 LF	\$50.00	702 LF	(90 LF)	(\$4,500.00)

The Contractor will be paid based on the actual quantities installed.

The estimate cost for this work is: \$8,000.00

Justification: The additional work is at the request of the Contracting Agency.

Working Days: There are no changes to the Substantial and Physical Completion Contract Times.

ITEM 2: Roadway Overlay

Plane 24th Street East existing pavement and provide HMA overlay per revised plansheet DM01.

The following payment items are added to the Contract:

No.	Description	Quantity	Unit Price	Total
55A	Planing Bituminous Pavement	746 SY	\$10.00	\$7,460.00
56A	Plastic Traffic Arrow	2 EA	\$265.00	\$530.00
57A	4-Inch Yellow Plastic Line	446 LF	\$5.75	\$2,564.50

The following payment items are revised:

No.	Description	Current Contract Quantity	Unit Contract Price	New Contract Quantity	Quantity Revision	Contract Price Revision
16	HMA Cl. 1/2" PG 58H-22 (5-04)	194 TN	\$150.00	280 TN	86 TN	\$12,900

The Contractor will be paid based on the actual quantities installed.

The estimated cost for this work is:..... \$23,454.50

Justification: The additional work is at the request of the Contracting Agency.

Working Days: There are no changes to the Substantial and Physical Completion Contract Times.

ITEM 3: Street Light Sonotubes

Furnish and install 36-inch diameter sonotube with 6-foot depth at each roadway street light location and 24-inch diameter sonotube with 4-foot depth at each pedestrian light location, including excavation, wastehaul and temporary cover. Extend conduit into sonotube per Puget Sound Energy detail. Puget Sound Energy to furnish and install rebar and/or anchor bolts and concrete.

The following payment items are added to the Contract:

No.	Description	Quantity	Unit Price	Total
58A	Street Light Sonotube, 36 In. Diam.	1 EA	\$950.00	\$950.00
59A	Street Light Sonotube, 24 In. Diam.	6 EA	\$900.00	\$5,400.00

The Contractor will be paid based on the actual quantities installed.

The estimated cost for this work is:..... \$6,350.00

Justification: Sonotubes are required in order for Puget Sound Energy to install the concrete footings for the street lights. This work was not included in the bids and provides added value to the Contracting Agency.

Working Days: 2 working days are added to the Substantial and Physical Completion Contract Times.

ITEM 4: Additional Crushed Rock and Gravel Base

Install crushed rock and gravel base under sidewalks and curb/gutter, per revised plansheet TS01 and TS02.

The following payment items are revised:

No.	Description	Current Contract Quantity	Unit Contract Price	New Contract Quantity	Quantity Revision	Contract Price Revision
14A	Crushed Surfacing Top Course	143 TN	\$50.00	197 TN	54 TN	\$2,700.00
15A	Gravel Base	300 TN	\$40.00	358 TN	58 TN	\$2,320.00

The Contractor will be paid based on the actual quantities installed.

The estimate cost for this work is:.....\$5,020.00

Justification: The additional work is at the request of the Contracting Agency.

Working Days: There are no changes to the Substantial and Physical Completion Contract Times.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):.....\$621,356.25

Current Contract Amount, as adjusted by previous change orders:\$621,356.25

The Contract Amount due to this Change Order will be increased by:.....\$42,824.50

The new Contract Amount (without tax) due to this Change Order will be:\$664,180.75

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 2 working days, for a total of 122 working days.

The Physical Completion Contract Time will be increased by 2 working days, for a total of 182 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.
(RECOMMENDED)

B. Z. L.

Date

3/9/21

**REED TRUCKING &
EXCAVATING, INC.**
(ACCEPTED)

*Charles Jensen
for Shawn Reed*

Date

3/10/2021

CITY OF EDGEWOOD
(ACCEPTED)

Date

PUBLIC WORKS CONTRACT

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

24TH AND MERIDIAN SIDEWALK GAPS, to include furnishing all labor, materials and equipment necessary for the construction of sidewalk improvements on Meridian Avenue E and 24th Street E including but not limited to, construction of new location sidewalks, connecting to existing sidewalks, pavement widening and restoration, driveway restoration, storm drainage adjustments and new catch basins, construction of a retaining wall adjacent to the sidewalks on 24th Street E, installation of street trees, signing and striping, and temporary traffic control as further described in the Bid Documents.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

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

CONTRACTOR:

Reed Trucking and Excavating, Inc.
Address: 2207 Inter Avenue, Suite A
Puyallup, WA 98372
Contact: Shawn J. Reed
Phone: (253) 841-4837
Email: sreed@reedtrucking.com
Tax ID #: 601-915-034

5. **Notice to Proceed / Completion Time.** Contractor will commence the work set forth herein immediately after receiving written notice from the City to proceed, and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within 120 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

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

A. In general.

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

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

- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.

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

B. Work Performance.

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

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

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

c. Non-Discrimination.

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

7. Compensation and Payment

- A. The City shall pay the Contractor for the work performed under this contract as follows (select one):
- ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☐ Lump sum price set forth on the Contractor's proposal; not to exceed _____ plus all applicable taxes.
 - ☒ Unit prices set forth in the Contractor's proposal; not to exceed \$621,356.25 (inclusive of all applicable taxes).
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

- 8. Performance Bond.** If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract

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

Initial: SR. (Contractor)

9. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. In addition, the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
10. **Changes.** After execution of the Contract, changes in the scope of the work set forth in the Bid Documents may be accomplished by change order. Change orders shall be in writing signed by the Parties.
11. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending July 31, 2021, unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

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

A. Responsibility Criteria.

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

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

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

13. Insurance.

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

K. Subcontractors

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

14. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims,

injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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

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

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

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

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

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

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

19. Extent of Contract/Modification. This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior

negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

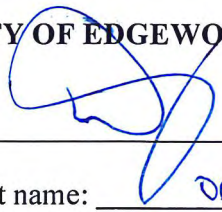
20. Use and Ownership of Logos and Documents. The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent. On payment to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

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

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

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

CITY OF EDGEWOOD

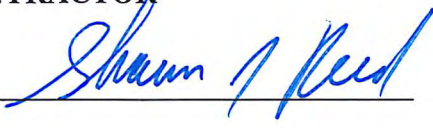
By:  _____

Print name: DARRELL EDINGER

Title: MAYOR

Date: 2/16/21

CONTRACTOR

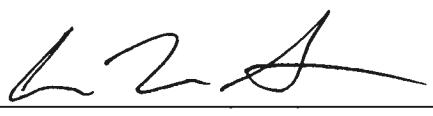
By:  _____

Print name: Shawn J Reed

Title: President

Date: 01/21/2021

APPROVED AS TO FORM:

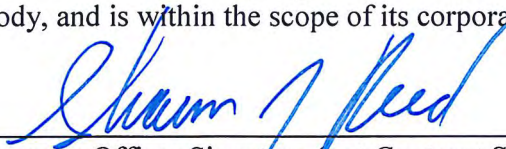


Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

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


Corporate Officer Signature (not Contract Signer)

Shawn J Reed
Print Name

President
Title

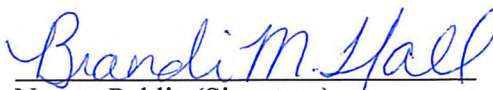
State of Washington

County of Pierce

Shawn Reed, (Corporate Officer (not Contract Signer)) being duly sworn, deposes and says that he/she is President (Corporate Title) of Reed Trucking & Exc. (Name of Corporation).

Subscribed and sworn to before me this 21st day of January, 2021.




Notary Public (Signature)

Brandi M. Hall
Notary Public (Print)
My commission expires 5/1/23

PERFORMANCE BOND
to CITY OF EDGEWOOD, WA

Bond No. NWA2443

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Reed Trucking & Excavating, Inc. (Principal), a contract for the construction of the project designated as the 24th and Meridian Sidewalk Gaps in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Merchants National Bonding, Inc. (Surety), a corporation, organized under the laws of the State of Iowa and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Six Hundred Twenty-one Thousand Three Hundred Fifty-six & 25/100 US Dollars (\$ 621,356.25) Total Contract Amount, subject to the provisions herein.

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

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

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

PRINCIPAL Reed Trucking & Excavating, Inc.

SURETY Merchants National Bonding, Inc.

Shawn J. Reed 1/21/2021
Principal Signature Date

Aliceon A. Keltner 1/21/2021
Surety Signature Date

Shawn J. Reed

Aliceon A. Keltner

Printed Name

Printed Name

President

Attorney-in-Fact

Title

Title



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

Propel Insurance

601 Union Street, Suite 3400, Seattle, WA 98101

(206) 676-4200

Approved as to form:

[Signature]

City Attorney, City of Edgewood

1/28/2021

Date

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA

Bond No. NWA2443

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Reed Trucking & Excavating, Inc. (Principal), a contract for the construction of the project designated as the 24th and Meridian Sidewalk Gaps in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and Merchants National Bonding, Inc. (Surety), a corporation organized under the laws of the State of Iowa and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Six Hundred Twenty-one Thousand Three Hundred Fifty-six & 25/100 (\$ 621,356.25) Total Contract Amount, subject to the provisions herein.

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

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

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

PRINCIPAL Reed Trucking & Excavating, Inc.

SURETY Merchants National Bonding, Inc.

Shawn J. Reed
Principal Signature

1/21/2021
Date

Aliceon A. Keltner
Surety Signature

1/21/2021
Date

Shawn J. Reed
Printed Name

Aliceon A. Keltner
Printed Name

President
Title

Attorney-in-Fact
Title



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

Propel Insurance

601 Union Street, Suite 3400, Seattle, WA 98101

(206) 676-4200

Approved as to form:

[Signature]
City Attorney, City of Edgewood

1/28/2021
Date

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alicon A Keltner; Alyssa J Lopez; Amelia G Burrill; Annelies M Richie; Brandon K Bush; Brent E Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L Jay; Eric A Zimmerman; Erica E Mosley; Heather L Allen; Holli Albers; James B Binder; Jamie L Marques; Katharine J Snider; Kyle Joseph Howat

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of May, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of May, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January, 2021.



William Warner Jr.
Secretary