



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, April 6, 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 – Bruce Dammeier – South Sound Housing Affordability Partners (SSHAP)
- B. Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- C. Discussion – Ordinance – Sign Code Amendment
- D. Discussion – Ordinance – Tree Preservation Amendment
- E. Discussion – Resolution – School Zone Beacon Replacements
- F. Discussion – Resolution – Street Light LED Conversion – Jovita Blvd & Roundabout
- G. Discussion – Annual Transportation Concurrency Report
- H. Discussion – Resolution – Edgewood Community Park Contract Amendment
- I. Discussion - Ordinance - 2021 Budget Amendment No. 2

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

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.B
	For Agenda of: 4/6/2021
	Prepared by: Daryl Eiding
Attachments (list):	
Approval of Materials: Daryl Eiding Rachel Pitzel 3/30/2021 Dave Gray 4/1/2021 Daryl Eiding 4/1/2021	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.

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
 03/16/2021 Study Session
 03/30/2021 Study Session

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Ordinance – Sign Code Amendment	Agenda Item #: 2.C
	For Agenda of: 4/6/2021
	Prepared by: Darren Groth
Attachments (list): 1. Draft Ordinance_ Sign Code Amendments - 04-06 CC SS	
Approval of Materials: Darren Groth Rachel Pitzel 4/1/2021 Dave Gray 4/1/2021 Daryl Eidingier 4/1/2021	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. The amendment recommended from the Planning Commission and presented to City Council for the public hearing was to modify four subsections of the EMC (Sections 18.20.090, 18.97.030, 18.97.040, and 18.97.300). As discussed during the public hearing, the Community Development Director suggests that the current language regarding Flags as an exemption to the sign code found in EMC Section 18.97.030 remain unchanged. While the existing language may be ambiguous when applied to the current code, a more thorough review of all the proposed changes, especially the deletion of the two inconsistent definitions for the word Flag, revealed that the proposed amendment would result in continued subjectivity. The ordinance and proposed revisions still include the amendment to EMC Section 18.97.030 that was presented and recommended by the Planning Commission, which was also presented to City Council during the March 23 Public Hearing. This agenda item is intended to allow City Council to provide staff any final direction based on the details presented at the public hearing in anticipation for their final action during next week's regular council meeting (RCM).

Item History:

Recommended Action:

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

Fiscal Note/Consideration:

ORDINANCE NO. 21-xxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, RELATED TO THE SIGN CODE; SPECIFICALLY AMENDING EDGEWOOD MUNICIPAL CODE (EMC) SECTION 18.97.030 RELATED TO SIGN CODE EXEMPTIONS; AMENDING SECTION 18.97.040 RELATED TO PROHIBITED SIGNS; AMENDING EMC SECTIONS 18.97.300 AND 18.20.090 RELATED TO SIGN DEFINITIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2019, the City Council adopted Ordinance 19-552, enacting a new sign code; and

WHEREAS, since its adoption, issues have been raised with respect to the definitions of “flag” as applied to “feather signs,” such as signs that are driven into the ground by a harpoon-style pole or staff; and

WHEREAS, the Planning Commission and City staff reviewed the Edgewood Municipal Code (EMC) and drafted amendments to the sign code and development regulation definitions related flags and feather signs to provide clarity and ensure consistent application of the code; and

WHEREAS, the City’s Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800(19); and

WHEREAS, the City sent a draft of this Ordinance to the Washington State Department of Commerce, as required by RCW 36.70A.106; and

WHEREAS, on March 8, 2021, the Planning Commission voted 7-0 to recommend APPROVAL, as presented, of the proposed code amendment to the EMC pertaining to signs, and to send their recommendation to the City Council for consideration; and

WHEREAS, on March 16, 2021, City Council discussed the draft Ordinance in a study session; and

WHEREAS, on March 23, 2021, City Council held a public hearing on the proposed code amendments pertaining to sign code exemptions, prohibited signs, and sign definitions; and

WHEREAS, on April 6, 2021, City Council held a study session to provide final direction to staff regarding the proposed code amendment; and

WHEREAS, on April 13, 2021, City Council considered this Ordinance during its regular City Council meeting;

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

Section 1. EMC Section 18.97.030 Amended. Section 18.97.030, “Exemptions,” of the Edgewood Municipal Code (EMC) is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC Section 18.97.040 Amended. Section 18.97.040, “Prohibited signs,” of the EMC is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. EMC Section 18.97.300 Amended. Section 18.97.300, “Definitions,” of the EMC is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. EMC Section 18.20.090 Amended. Section 18.20.090, “F definitions,” of the EMC is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL ON THE ____ DAY OF _____, 2021

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication:

Effective Date:

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 Council Agenda Summary Sheet

Subject: Discussion – Ordinance – Tree Preservation Amendment	Agenda Item #: 2.D
	For Agenda of: 4/6/2021
	Prepared by: Darren Groth
Attachments (list): 1. Draft Ordinance_ Tree Preservation - 04-06 CC SS 2. Tree Preservation Draft Code Amendment_ Clean - with comments	
Approval of Materials: Darren Groth Rachel Pitzel 4/1/2021 Dave Gray 4/1/2021 Daryl Eidingen 4/1/2021	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 are included as Exhibit A to the Draft Ordinance attached to this agenda bill. In addition, the second attachment includes a 'clean copy' of the proposed amendments with all of the changes accepted in the Word file and comments added in the margins to show the proposed changes to EMC Section 18.90.180. 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 City Council to provide staff any final direction based on the details presented at the public hearing in anticipation for their final action during next week's regular council meeting (RCM).

Item History:

Recommended Action:

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

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 21-xxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING EDGEWOOD MUNICIPAL CODE (EMC) SECTION 18.90.180 RELATED TO TREE PRESERVATION; AMENDING EMC SECTIONS 18.20.050, 18.20.200, 18.20.220, AND 18.20.230 PERTAINING TO TREE-RELATED DEFINITIONS; AMENDING EMC 18.80.080 RELATED TO TREE PRESERVATION AND PROTECTION STANDARDS IN CERTAIN ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, tree preservation has been a topic of discussion on the Planning Commission's agenda for several months; and

WHEREAS, the Planning Commission and City staff reviewed the Edgewood Municipal Code (EMC) and drafted amendments to the tree preservation standards to address various concerns, such as: reducing the measurements for "significant trees"; updating definitions and using consistent terminology throughout; providing criteria for hazardous tree determination and removal; revising tree replacement, preservation, and protection standards, including standards in specified zoning districts; and reformatting the code to ensure consistent application; and

WHEREAS, the City's Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800(19); and

WHEREAS, the City sent a draft of this Ordinance to the Washington State Department of Commerce, as required by RCW 36.70A.106; and

WHEREAS, on March 8, 2021, the Planning Commission voted 7-0 to recommend APPROVAL, as presented, of the proposed code amendment to the EMC pertaining to tree preservation standards and related housekeeping amendments, and to send their recommendation to the City Council for consideration; and

WHEREAS, on March 16, 2021, City Council discussed the draft Ordinance in a study session; and

WHEREAS, on March 23, 2021, City Council held a public hearing on the proposed code amendments pertaining to tree preservation; and

WHEREAS, on April 6, 2021, City Council held a study session to provide final direction to staff regarding the proposed code amendment; and

WHEREAS, on April 13, 2021, City Council considered this Ordinance during its regular City Council meeting;

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

Section 1. EMC Section 18.90.180 Amended. Section 18.90.180, “Tree preservation,” of the Edgewood Municipal Code (EMC) is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC Section 18.20.050 Amended. Section 18.20.050, “B definitions,” of the EMC is hereby amended to add a new definition as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. EMC Section 18.20.200 Amended. Section 18.20.200, “Q definitions,” of the EMC is hereby amended to add a new definition as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. EMC Section 18.20.220 Amended. Section 18.20.220, “S definitions,” of the EMC is hereby amended to add a new definition as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 5. EMC Section 18.20.230 Amended. Section 18.20.230, “T definitions,” of the EMC is hereby amended to add a new definition as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 6. EMC Subsection 18.80.080.G.8.a Amended. Subsection 18.80.080.G.8.a, “Town Center, Commercial, Mixed Use Residential, and Business Park Zoning Districts Tree Preservation and Protection Standards,” of the EMC is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL ON THE ____ DAY OF _____, 2021

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication:

Effective Date:

DRAFT

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).~~

Draft of proposed code amendments pertaining to Significant Tree Preservation standards and requirements

EMC 18.90.180 Tree preservation.

A. Purpose. The purpose of this section is to establish the significant tree preservation requirements necessary when conducting any development or development activity within the city of Edgewood. 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 trees is required for any development or development activity.

1. Tree Preservation requirements are applicable to all zoning districts and shall be provided in accordance with 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.

C. Process.

1. Tree Preservation Requirements. Any development or development activity shall retain and replace significant trees in accordance with the following requirements:
 - 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, roads, utilities, sidewalks, trails, or storm drainage improvements.
 - ii. Any removed tree must be replaced in accordance with EMC Subsection 18.90.180.C.4.
 - 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 shall be retained as required per the following standards.
 - i. In Single-Family Residential zoning districts; Mixed Residential zoning districts; and Public zoning district, 50 percent of the significant trees located within the interior

Commented [EH1]: Staff proposed reformat of entire section to ensure clear application of the code for staff and developing public

Commented [EH2]: Goals added based on PC discussion

Commented [EH3]: No change in applicability

Commented [EH4]: Standards now reflect zoning districts rather than type of development proposed- per Staff

landscaping area of the lot, or individual lots in the case of residential subdivisions, shall be retained.

ii. In the Industrial zoning district, 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. A tree retention plan shall be submitted to the City for any development or development activity. The plans shall be submitted with the required project permit and shall be prepared in accordance with the requirements outlined in this Subsection.

a. Tree Survey. The tree retention plan shall include a tree survey that identifies all significant trees on the subject site.

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

b. Identification of Significant Trees. The tree retention plan shall identify each significant tree that is proposed to be retained, 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. Significant trees that are retained and located outside of the perimeter area, as prescribed in EMC Subsection 18.90.180.F.1.a, 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

Commented [EH5]: i-iv added by Staff to provide clear, standardized survey process

tree retention plan unless specifically exempted within this section. All significant trees shall be preserved according to the following criteria:

- i. The tree exceeds 60 feet in height, or 24 inches in diameter for evergreen trees, or 30 inches in diameter for deciduous trees;
 - ii. The tree is located in a grouping of at least five other significant trees with canopies that touch or overlap;
 - iii. The tree provides energy savings, through wind protection or summer shading, as a result of its location relative to buildings;
 - iv. The tree belongs to a unique or unusual species;
 - v. The tree is located within 25 feet of any critical area or required critical area buffers; or
 - vi. The tree is 18 inches in diameter or greater and is identified as providing valuable wildlife habitat.
- d. Tree Protection Techniques. The tree retention plan shall demonstrate the tree protection techniques intended to be utilized 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.
- e. 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 the following rates:
- i. Five-to-one (5:1) new trees per significant tree if the tree was located within the perimeter landscape area, as described in EMC Subsection 18.90.180.F.1.a.
 - ii. Three-to-one (3:1) new trees per significant tree if the tree was located within the interior of the lot.

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. If a tree retention, landscape plan, or both are required, no clearing shall be allowed on-site until approval of each such plan.
- b. 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.

4. Tree Replacement. Any removed significant tree, subject to this section, shall be replaced in accordance with the following standards.

- 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 were removed.
- b. Replacement trees shall be no smaller than three (3) inches DBH.
- c. Preserved healthy trees, which are not designated as at-risk on a tree risk assessment, between three (3) and twelve (12) inches in tree diameter, may be counted towards the on-site

Commented [EH6]: PC asked staff if these replacement rates are achievable.

Commented [EH7]: PC proposed modification

- 1.5:1 replacement requirement 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.

Commented [EH8]: PC proposed addition

D. Determining Significant Trees.

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

Commented [EH9]: PC proposed modification

Commented [EH10]: PC proposed addition

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.

Commented [EH11]: Staff proposed reference to EMC 14

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. (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).

Commented [EH12]: Industry standard for tree measurement- staff proposed

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.

Commented [EH13]: Clear qualifiers that must be met- staff proposed

EMC 18.20.220 S definitions

“Significant tree” means an existing tree that meets the criteria in EMC 18.90.180.D.1.

Commented [EH14]: Simplify definition to reference Tree Preservation section- staff proposed

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.

Commented [EH15]: Ensure that diameter inches are measured at Breast Height- staff proposed

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

8. Tree Preservation and Protection Standards

- a. Significant tree identification, preservation, and replacement shall be required as set forth in EMC 18.90.180, Tree Preservation. Mixed-use development shall be considered commercial development for the purposes of tree preservation.

Commented [EH16]: Simplify language to simply reference Tree Preservation standards- staff proposed



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – School Zone Beacon Replacements	Agenda Item #: 2.E
	For Agenda of: 4/6/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. MOU - City of Puyallup and PSD for Operation of Flashing Beacons 2. CITY OF EDGEWOOD SOLAR SINGLE BEACON WITH MODEM QUOTE #27783 3. CITY OF EDGEWOOD SOLAR DUAL BEACON WITH MODEM QUOTE #27784 4. Resolution 21-XXXX Beacon Purchase	
Approval of Materials: Jeremy Metzler Rachel Pitzel 4/1/2021 Dave Gray 4/1/2021 Daryl Eidinger 4/1/2021	Expenditure Required: \$83,522.93 (single) / \$98,179.45 (dual) Amount Budgeted: N/A Timeline: 04/06/2021 SS 04/13/2021 RCM

Summary Statement:

Public Works is looking to replace our aging school zone beacon infrastructure with a more connected infrastructure, allowing for remote control and management. Since the discussion with Council at the November 3, 2020 Study Session, staff has reached out to the Puyallup School District (PSD) to better understand how they coordinate with other agencies in which their school zones reside, and to see what make and model they predominately use in an effort to maintain consistency.

PSD has an executed Memorandum of Understanding (MOU) with the City of Puyallup regarding the operation and maintenance of their school zone beacons. Attached is the Puyallup MOU for Council's review, which gives PSD the sole responsibility for operating the beacons (i.e., managing the schedule), while requiring PSD to notify the City of any changes. Edgewood currently relies on a Police Department volunteer to manage the beacon schedules, the coordination of which is complicated by the fact that PSD maintains a different bell schedule for each of their three schools in our city. Edgewood must also be sure to coordinate any schedule changes with the School Zone Camera vendor, Verra Mobility, to ensure they are set accordingly. If Council is interested, staff can prepare a draft MOU for Council's consideration at a future meeting.

As for the beacons themselves, PSD currently operates TAPCO-brand units with remote access modems connected through TAPCO's BlinkLink service. Similar to our recent radar sign acquisition, this would enable remote programming and monitoring of the beacons, saving staff and contractor time (with or without a MOU). Attached are two quotes to order replacements for all 14 existing beacons in Edgewood: \$58,696.73 for a single-beacon configuration (matching existing), and \$70,249.87 for a dual-beacon configuration. Be advised the dual-beacon configuration is not required or mandated, but it is a common configuration used in other municipalities, provides redundancy, and has come recommended by the vendor.

We also received estimates from our on-call contractor to install the replacement beacons, totalling \$24,826.20 for the single-beacon option and \$27,929.58 for the dual-beacon option. Staff is seeking Council direction on which option they prefer, preparing to bring forward the attached draft resolution with Council's preferred option, at the next regular meeting to authorize purchase of the replacement beacons, targeting an installation after school is dismissed this summer.

Item History:

11/03/2020 SS

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution – School Zone Beacon Replacements

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, and the existing camera revenue balance far exceeds this amount.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PUYALLUP AND
PUYALLUP SCHOOL DISTRICT NO. 3 FOR
OPERATION OF SCHOOL ZONE FLASHING SAFETY BEACONS
LOCATED WITHIN THE CITY OF PUYALLUP**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is between the City of Puyallup, a municipal corporation (the "City") and Puyallup School District No. 3, a Washington municipal corporation (the "District").

WHEREAS, in an effort to increase pedestrian safety in elementary school zones, the City's Police Department received a grant through the State of Washington Traffic Safety Commission's (WTSC) "School Zone Flashing Beacon/Lighting Project" to purchase six sets of flashing beacons;

WHEREAS, the City has purchased and installed at six elementary schools within the City limits the six sets of flashing beacons ("Beacons"), which include a solar panel, in conjunction with a 20 MPH speed limit sign indicating enforced when "Lights Flashing;"

WHEREAS, motor vehicle driver awareness of the Beacons increases when such Beacons are activated at set times during the school day rather than continuously throughout a school day;

WHEREAS, the District has the technological network capability ("Network") to program specific times when the Beacons would be activated;

WHEREAS, in the interests of pedestrian safety and effective and efficient enforcement of traffic laws, both parties desire to have the Beacons flashing at set times during the school day rather than having the Beacons flashing during the entire school day;

WHEREAS, the City and the District desire that this Agreement generally outlines the roles and responsibilities of each party pertaining to the operation of the Beacons, each party recognizing, however, that circumstances and/or responsibilities may arise that are not covered by this Agreement;

BASED ON THE FOREGOING, the City and the District agree as follows:

1. **Location of Beacons.** This Agreement pertains to Beacons owned and installed by the City in the following elementary school safety zones located in the City: Fruitland, Karshner, Maplewood, Spinning, Stewart, and Wildwood. This Agreement also covers any Beacons which may be installed by the City in the future that the parties mutually agree would be operated by the District's Network, including the Beacons at Meeker Elementary School, once the Beacons are upgraded by the City to be compatible with the District's Network.

2. Operation of Beacons.

2.1 The District: (i) shall be solely responsible for the operation of the Beacons located in the City as set forth under Section 1 above, (ii) is familiar with the requirements of the "Manual on Uniform Traffic Control Devices" ("MUTCD") published by the Federal Highway Administration, and (iii) shall make determinations regarding any changes to the Beacons' operations in conformance with the MUTCD and all applicable state and local laws.

2.2 The District shall be solely responsible to contact the City on an as-needed basis and on-call basis to request maintenance of the Beacons. Unless circumstances do not allow, such notice to the City shall be in writing.

2.3 The Beacons located in the City shall generally be activated and flashing on the days and at the times provided for in Exhibit A attached hereto and incorporated herein. The District, however, has the sole discretion to change the dates and times provided for in Exhibit A based upon District needs and circumstances. The District shall immediately notify the City of any such changes. The District acknowledges and assumes any all responsibility and liability arising from exercising such discretion.

3. **Maintenance of Beacons.** The City will provide all maintenance of the Beacons upon proper notice received from the District.

4. **Term of Agreement.** Either party may terminate this Agreement upon giving the other party notice as provided for in this section. Notice of termination must be given at least ninety (90) days in advance of termination. Notice shall be in writing and shall be deemed delivered to the party as set forth and at the address identified in Section 7.

5. Mutual Indemnification.

5.1 The City shall indemnify, defend, and hold harmless the District and its successors in interest, its principals, agents and assigns, for, from and against all awards, judgments or other assessments for liability, loss, damages, costs and expenses, or other remedies, including but not limited to attorney's fees and costs, that arise or have as their origin any claims or demands for personal injury, property damage, death or any tort, or any claim of any kind or nature whatsoever, to the extent that such claim or demand is the result of, in whole or in part, the acts or omissions of the City or its principals, agents, licensees or invitees arising from or relating to this Agreement.

5.2 The District shall indemnify, defend, and hold harmless the City and its successors in interest, its principals, agents and assigns, for, from and against all awards, judgments or other assessments for liability, loss, damages, costs and expenses, or other remedies, including but not limited to attorney's fees and costs, that arise or have as their origin any claims or demands for personal injury, property damage, death or any tort, or any claim of any kind or nature whatsoever, to the extent that such claim or demand is the result of, in whole or in part, the acts or omissions of the District or its principals, agents, licensees or invitees arising from or relating to this Agreement.

6. **Authority to Enter Agreement.** Each party to this Agreement attests and warrants that they have the authority to enter this Agreement and to fulfill all the terms and conditions contained herein.

7. **Notices.** All notices provided for herein may be delivered by overnight courier service, mailed registered or certified mail, return receipt requested, or transmitted via facsimile. If a notice is sent via overnight courier, it shall be deemed delivered upon the next business day. If a notice is mailed, it shall be considered delivered three (3) days after deposit in such mail. If a notice is sent via facsimile, it shall be deemed delivered upon receipt of verification of transmission. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

7.1 **CITY:**

City of Puyallup
Attn: Rob Andreotti, Public Works Dept.
1100 39th Ave SE
Puyallup, WA 98374
Facsimile: 253-841-5437

7.2 **DISTRICT**

Puyallup School District
Attn: Tom Shields, Facilities Dept.
323 - 12th Street Northwest
Puyallup, WA 98371
Facsimile: 253-841-8640

8. **Attorneys' Fees.** In any action in any forum (including any appeals) brought to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorneys' fees incurred by the prevailing party.

9. **Nonwaiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements of this Agreement or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements; but the same shall be and remain in full force and effect.

10. **Construction.** This Agreement shall not be construed more favorably to one party over another, notwithstanding the fact one party, or its attorney, may have been more responsible for the preparation of the document.

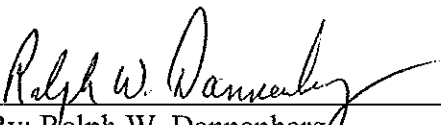
11. **Complete Agreement.** This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communication between the parties with respect to the operation of school zone flashing safety beacons.

12. **Amendments.** No amendment, alteration, change or modification to this Agreement will be effective unless it is in writing and properly signed by the parties hereto unless, based on exigent circumstances, such alteration, change, or modification must occur and there is no reasonable opportunity to formally amend this Agreement; provided, however, in such exigent circumstances both parties must agree to such alteration, change, or modification.

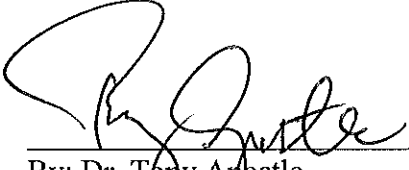
13. **Effective Date.** The effective date of this Agreement shall be the date of the last party's signature to this Agreement.

IN WITNESS WHEREOF, this Agreement is made as of the day and year set forth above.

CITY OF PUYALLUP


By: Ralph W. Dannenberg
Its: Interim City Manager
Dated: 5/7/10

PUYALLUP SCHOOL DISTRICT


By: Dr. Tony Apostle
Its: Superintendent
Dated: May 24, 2010

Approved as to form:


Cheryl F. Carlson, City Attorney



Puyallup School District: Flashing Traffic Beacons Schedule (May 5, 2010)

Schools		Remark	Beacons - M/T/Th/F		Min	Beacons - Wed		Min
			On	Off		On	Off	
Elementary Schools on Early Start schedule								
Wildwood	1601 26th Ave SE	School Starts - Arrival	7:55 AM	- 8:30 AM	35	7:55 AM	- 8:30 AM	35
		AM Kindergarten leaves	10:58 AM	- 11:18 AM	20			
		PM Kindergarten arrives	11:48 AM	- 12:08 PM	20			
		School Ends - Departure	2:36 PM	- 3:11 PM	35	11:51 AM	- 12:26 PM	35
		Total flashing minutes per day			110			70
Elementary Schools on Late Start schedule								
Spinning	1306 E Pioneer	School Starts - Arrival	8:25 AM	- 9:00 AM	35	8:25 AM	- 9:00 AM	35
Stewart	426 Fourth Ave NE	AM Kindergarten leaves	11:28 AM	- 11:48 AM	20			
Maplewood	1110 W Pioneer	PM Kindergarten arrives	12:18 PM	- 12:38 PM	20			
Karshner	1328 Eighth Ave	School Ends - Departure	3:06 AM	- 3:41 AM	35	12:21 PM	- 12:56 PM	35
Fruitland	1515 Fruitland Ave	Total flashing minutes per day			110			70
Meeker *	409 5th ST SW							

* The beacons at Meeker Elementary will continue to be operated by the City of Puyallup according to the schedule above, until such time as the beacons are modified by the City to be compatible



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Brittnee Hernandez

SALES QUOTE

Quote Number	Date	Customer Number
SQN00027783	02-11-21	C004703
Quote valid for 30 days.		

Bill To:

Contractor - Quotes
Portland, OR 97202

Ship To:

Contractor - Quotes
Portland, OR, 97202

Contact Name: Jeremy Metzler
Phone Number: (253) 831-4266

Project: EDGEWOOD- SOLAR SINGLE BEACON, MODEM **Freight Terms:** Prepaid

***WA STATE CONTRACT #04616**

****THIS IS A DELIVERED PRICE TO EDGEWOOD, WA.***DISCOUNT IS BASED ON
QTY OF 14 UNITS, IF QTY CHANGES,PRICING WILL BE SUBJECT TO CHANGE**

Product	Description	Quantity	Price	Extended Price
DP03771	BEACON, SINGLE HEAD, 12", AMBER, VERTICAL MOUNT, YELLOW HOUSING, YELLOW ARMS	14.00 EA	\$455.00	\$6,370.00
DP03827	CONTROLLER, 12V, SUNSAVER, HOLLOW, MODEM, NOT FOR RRFB, NO RADIO 55-WATT SOLAR, 48AH BATTERY	14.00 EA	\$3,417.00	\$47,838.00
DP00931	BLINKLINK WEB ACTIVATION SERVICE, ANNUAL, NON-ALERT SYSTEMS, REQ. PER EACH MODEM	14.00 EA	\$289.00	\$4,046.00



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Brittnee Hernandez

SALES QUOTE

Quote Number	Date	Customer Number
SQN00027783	02-11-21	C004703
Quote valid for 30 days.		

Total Before Tax	\$58,254.00
DES Fee	\$442.73
Tax	\$0.00
Order Total	\$58,696.73

1. PRICING REFLECTS DISCOUNT ALLOWED ON WA STATE CONTRACT #04616 FOR INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT 2. THIS IS A DELIVERED PRICE TO EDGEWOOD, WA.
2. EXCLUDES TAX (ONCE WE SET UP AN ACCOUNT WE CAN ADD TAX INTO THE QUOTE)
3. PRICING IS BASED OFF OF QTY OF 14 UNITS. IF QTY CHANGES, PRICING WILL BE SUBJECT TO CHANGE
4. SOLAR POWERED EQUIPMENT REQUIRES NO SHADING OR OBSTRUCTIONS
5. EQUIPMENT HAS NOT BEEN U.L TESTED. CUSTOMER SHALL ACCEPT RESPONSIBILITY OF CERTIFYING EQUIPMENT SHOULD IT BE REQUIRED
6. LEAD TIME IS 6-8 WEEKS ARO
7. LEAD TIME MAY BE SUBJECT TO CHANGE BASED ON EQUIPMENT AVAILABILITY AT TIME OF ORDER



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Brittnee Hernandez

SALES QUOTE

Quote Number	Date	Customer Number
SQN00027783	02-11-21	C004703
Quote valid for 30 days.		

Terms and Conditions

By confirming this Order Acknowledgment, Customer agrees to the following:

1. Customer confirms the above order and prices. Custom orders, which are customized products made specifically for the Customer, are non-returnable and cannot be cancelled once placed. Non-custom orders for stock product may be canceled not less than 2 days of scheduled shipment date, but are subject to a 20% restocking fee. Non-custom orders for non-stock product, provided Seller's vendor accepts the cancellation or return, may be canceled or returned not less than 10 days of scheduled shipment date, but is subject to payment of Seller's vendor's restocking fee.
2. Terms of sale are Net 30 days from invoice date unless otherwise stated on the invoice. Customer agrees to pay all invoices timely and to pay interest on past due balances at the rate of 18% per annum unless such interest rate is not allowed by law and in that event at the highest rate allowed by law.
3. Customer agrees to pay on demand all of Seller's costs and expenses, including without limitation reasonable attorneys' fees, legal expenses and/or collection agency fees, charges and expenses, incurred by Seller in connection with collection of any amounts owed to Seller whether or not a lawsuit is filed, in any bankruptcy proceedings or in any appeal. Customer also agrees to pay all attorneys' fees, costs, expenses and collection agency fees, costs and expenses incurred by Seller in any judgment enforcement proceedings or actions.
4. Customer agrees that venue and jurisdiction for any suit or legal action may be had in Multnomah County, Oregon.
5. Customer agrees that claims for shortages and/or non-conforming goods for any reason must be made in writing within 72 hours of delivery of the goods. Failure to timely notify Seller shall constitute a waiver of the shortage or non-conformity. The sole and exclusive remedy for non-conforming goods shall be replacement or refund of payment at Seller's option.
6. Customer agrees that if a carrier or transportation company delivers the goods, Customer will inspect the goods and packaging upon receipt and notify Seller and carrier or transportation company immediately and in writing of any packaging damage or damage to the goods. Failure of Customer to so notify Seller and carrier or transportation company as required herein shall constitute Customer's unqualified acceptance of such goods and packaging in the condition in which they were delivered by carrier or transportation company.
7. Seller warrants that the good sold are free of defects. Goods not manufactured by Seller are not warranted by Seller and carry only the warrant(ies) of the manufacturer. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) CONCERNING OR RELATING TO THE GOODS INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Customer agrees that Seller's liability to Customer under this Order Acknowledgment, any warranty obligation, or the manufacture, delivery, installation, repair, or use of any good sold by Seller shall not exceed the price paid for such good. Customer agrees that Seller shall not be liable for any incidental, special, or consequential damages.
9. Customer agrees that purchase orders and other documents issued by Applicant or any agent thereof that include terms and conditions different from, or in addition to, the terms and conditions of this Order Acknowledgment will not be enforceable and will not amend this Order Acknowledgment or constitute an agreement between Customer and Seller. This Order Acknowledgment and the Credit Application/Sales Agreement (if executed) constitute the complete and integrated agreement between Customer and Seller and cannot be amended unless in writing and signed by Seller and Customer.
10. Any person confirming this Order Acknowledgment on behalf of Customer represents and warrants to Seller that he or she has authority to bind Customer to the terms and conditions of this Order Acknowledgment.

Customer (as defined above) hereby confirms and agrees to the terms and conditions herein:

Name of person signing for Customer: _____

Print Name: _____

Date: _____



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Brittnee Hernandez

SALES QUOTE

Quote Number	Date	Customer Number
SQN00027783	02-11-21	C004703
Quote valid for 30 days.		



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Brittnee Hernandez

SALES QUOTE

Quote Number	Date	Customer Number
SQN00027784	02-11-21	C004703
Quote valid for 30 days.		

Bill To:

Contractor - Quotes
Portland, OR 97202

Ship To:

Contractor - Quotes
Portland, OR, 97202

Contact Name: Jeremy Metzler
Phone Number: (253) 831-4266

Project: EDGEWOOD- SOLAR DUAL BEACON, MODEM **Freight Terms:** Prepaid

***WA STATE CONTRACT #04616**

****THIS IS A DELIVERED PRICE TO EDGEWOOD, WA.***DISCOUNT IS BASED ON
QTY OF 14 UNITS, IF QTY CHANGES,PRICING WILL BE SUBJECT TO CHANGE**

Product	Description	Quantity	Price	Extended Price
DP04681	BEACON, SINGLE HEAD, 12" AMBER, HORIZONTAL MOUNT, YELLOW HOUSING, YELLOW ARMS	28.00 EA	\$455.00	\$12,740.00
DP03827	CONTROLLER, 12V, SUNSAVER, HOLLOW, MODEM, NOT FOR RRFB, NO RADIO 85-WATT SOLAR, 48AH BATTERY	14.00 EA	\$3,781.00	\$52,934.00
DP00931	BLINKLINK WEB ACTIVATION SERVICE, ANNUAL, NON-ALERT SYSTEMS, REQ. PER EACH MODEM	14.00 EA	\$289.00	\$4,046.00



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Brittnee Hernandez

SALES QUOTE

Quote Number	Date	Customer Number
SQN00027784	02-11-21	C004703
Quote valid for 30 days.		

Total Before Tax	\$69,720.00
DES Fee	\$529.87
Tax	\$0.00
Order Total	\$70,249.87

1. PRICING REFLECTS DISCOUNT ALLOWED ON WA STATE CONTRACT #04616 FOR INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT 2. THIS IS A DELIVERED PRICE TO EDGEWOOD, WA.
2. EXCLUDES TAX (ONCE WE SET UP AN ACCOUNT WE CAN ADD TAX INTO THE QUOTE)
3. PRICING IS BASED OFF OF QTY OF 14 UNITS. IF QTY CHANGES, PRICING WILL BE SUBJECT TO CHANGE
4. SOLAR POWERED EQUIPMENT REQUIRES NO SHADING OR OBSTRUCTIONS
5. EQUIPMENT HAS NOT BEEN U.L TESTED. CUSTOMER SHALL ACCEPT RESPONSIBILITY OF CERTIFYING EQUIPMENT SHOULD IT BE REQUIRED
6. LEAD TIME IS 6-8 WEEKS ARO
7. LEAD TIME MAY BE SUBJECT TO CHANGE BASED ON EQUIPMENT AVAILABILITY AT TIME OF ORDER



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Brittnee Hernandez

SALES QUOTE

Quote Number	Date	Customer Number
SQN00027784	02-11-21	C004703
Quote valid for 30 days.		

Terms and Conditions

By confirming this Order Acknowledgment, Customer agrees to the following:

1. Customer confirms the above order and prices. Custom orders, which are customized products made specifically for the Customer, are non-returnable and cannot be cancelled once placed. Non-custom orders for stock product may be canceled not less than 2 days of scheduled shipment date, but are subject to a 20% restocking fee. Non-custom orders for non-stock product, provided Seller's vendor accepts the cancellation or return, may be canceled or returned not less than 10 days of scheduled shipment date, but is subject to payment of Seller's vendor's restocking fee.
2. Terms of sale are Net 30 days from invoice date unless otherwise stated on the invoice. Customer agrees to pay all invoices timely and to pay interest on past due balances at the rate of 18% per annum unless such interest rate is not allowed by law and in that event at the highest rate allowed by law.
3. Customer agrees to pay on demand all of Seller's costs and expenses, including without limitation reasonable attorneys' fees, legal expenses and/or collection agency fees, charges and expenses, incurred by Seller in connection with collection of any amounts owed to Seller whether or not a lawsuit is filed, in any bankruptcy proceedings or in any appeal. Customer also agrees to pay all attorneys' fees, costs, expenses and collection agency fees, costs and expenses incurred by Seller in any judgment enforcement proceedings or actions.
4. Customer agrees that venue and jurisdiction for any suit or legal action may be had in Multnomah County, Oregon.
5. Customer agrees that claims for shortages and/or non-conforming goods for any reason must be made in writing within 72 hours of delivery of the goods. Failure to timely notify Seller shall constitute a waiver of the shortage or non-conformity. The sole and exclusive remedy for non-conforming goods shall be replacement or refund of payment at Seller's option.
6. Customer agrees that if a carrier or transportation company delivers the goods, Customer will inspect the goods and packaging upon receipt and notify Seller and carrier or transportation company immediately and in writing of any packaging damage or damage to the goods. Failure of Customer to so notify Seller and carrier or transportation company as required herein shall constitute Customer's unqualified acceptance of such goods and packaging in the condition in which they were delivered by carrier or transportation company.
7. Seller warrants that the good sold are free of defects. Goods not manufactured by Seller are not warranted by Seller and carry only the warrant(ies) of the manufacturer. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) CONCERNING OR RELATING TO THE GOODS INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Customer agrees that Seller's liability to Customer under this Order Acknowledgment, any warranty obligation, or the manufacture, delivery, installation, repair, or use of any good sold by Seller shall not exceed the price paid for such good. Customer agrees that Seller shall not be liable for any incidental, special, or consequential damages.
9. Customer agrees that purchase orders and other documents issued by Applicant or any agent thereof that include terms and conditions different from, or in addition to, the terms and conditions of this Order Acknowledgment will not be enforceable and will not amend this Order Acknowledgment or constitute an agreement between Customer and Seller. This Order Acknowledgment and the Credit Application/Sales Agreement (if executed) constitute the complete and integrated agreement between Customer and Seller and cannot be amended unless in writing and signed by Seller and Customer.
10. Any person confirming this Order Acknowledgment on behalf of Customer represents and warrants to Seller that he or she has authority to bind Customer to the terms and conditions of this Order Acknowledgment.

Customer (as defined above) hereby confirms and agrees to the terms and conditions herein:

Name of person signing for Customer: _____

Print Name: _____

Date: _____



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Brittnee Hernandez

SALES QUOTE

Quote Number	Date	Customer Number
SQN00027784	02-11-21	C004703
Quote valid for 30 days.		

RESOLUTION NO. 21-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO PURCHASE SCHOOL ZONE BEACONS FROM TRAFFIC SAFETY SUPPLY.

WHEREAS, the City's current school zone beacon infrastructure is outdated and requires the City to coordinate any schedule changes with the School Zone Camera vendor, Verra Mobility, to ensure they are set accordingly; and

WHEREAS, Public Works is looking to replace the City's aging school zone beacon infrastructure with a more connected infrastructure, allowing for remote control and management; and

WHEREAS, the City received two quotes to order replacements for all 14 existing beacons in Edgewood: \$58,696.73 for a single-beacon configuration (matching existing), and \$70,249.87 for a dual-beacon configuration; and

WHEREAS, the dual-beacon configuration is not required or mandated, but it is a common configuration used in other municipalities, provides redundancy, and is recommended by the vendor; and

WHEREAS, the installation of the beacons will be completed using the City's on-call contractor, targeting a date for installation after school is dismissed this summer;

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

Section 1. Purchase Authorized. The Mayor is authorized to execute the order acknowledgement with Traffic Safety Supply for the purchase of replacement school zone beacons, as set forth in 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 13TH DAY OF APRIL, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Traffic Safety Supply Order Acknowledgement (Sales Quote)

DRAFT



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Discussion – Resolution – Street Light LED Conversion – Jovita Blvd & Roundabout	Agenda Item #: 2.F
	For Agenda of: 4/6/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 21-XXXX PSE Custom Street Lighting Order 2. Edgewood_TIB_-_phase_2_paperwork 3. TIB Edgewood - Ph 2 - Print	
Approval of Materials: Jeremy Metzler Rachel Pitzel 3/31/2021 Dave Gray 4/1/2021 Daryl Eidinger 4/1/2021	Expenditure Required: \$21,788.93
	Amount Budgeted: N/A
	Timeline: 04/06/2021 SS 04/13/2021 RCM

Summary Statement:

In August 2018, Council authorized an agreement with Puget Sound Energy (PSE) for the transfer of the City's existing street lighting fixtures along Meridian, including the conversion of those fixtures from high-pressure sodium bulbs to LED. The City also executed a LED Streetlight Conversion grant agreement with the Transportation Improvement Board (TIB) for all remaining city-owned lighting in March 2020, and this conversion work is currently underway.

The street lighting fixtures along Jovita Boulevard and Emerald Street East, between Meridian and the roundabout, were transferred to PSE by agreement before either of the above agreements, and therefore have yet to be converted to LED. Attached is a Custom Street Lighting Order and plan from PSE to convert these fixtures, for Council's review and consideration.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution – Street Light LED Conversion – Jovita Blvd & Roundabout.

Fiscal Note/Consideration:

As proposed herein, the City would be required to pay Puget Sound Energy (PSE) \$21,788.93 for converting the existing high-pressure sodium bulbs to LED, with up to \$4,900 of that cost eligible for payment under the

City's existing Streetlight Conversion TIB Grant. PSE's annual charge to the City is expected to be \$1,945.56 for these LED fixtures, using current utility rates.

The City's general fund has sufficient revenues to pay the \$21,788.93, with or without the TIB grant, and current revenues are sufficient to pay PSE's annual charge of \$1,945.56 (\$840 annual decrease).

RESOLUTION NO. 21-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CUSTOM STREET LIGHTING ORDER WITH PUGET SOUND ENERGY FOR THE REPLACEMENT OF 14 EXISTING FIXTURES TO LED.

WHEREAS, in August 2018, the City Council authorized an agreement with Puget Sound Energy (PSE) for the transfer of the City's existing street lighting fixtures along Meridian, including the conversion of those fixtures from high-pressure sodium bulbs to LED; and

WHEREAS, in March 2020, the City executed a LED Streetlight Conversion grant agreement with the Transportation Improvement Board (TIB) for all remaining city-owned lighting, and this conversion work is currently underway; and

WHEREAS, the City desires to replace fourteen (14) existing HPS luminaires to LED fixtures along Jovita Boulevard and Emerald Street East, between Meridian and the roundabout;

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

Section 1. Order Authorized. The Mayor is authorized to execute a custom street lighting order with Puget Sound Energy, pursuant to the terms of the Master Lighting Service Agreement No. 02, dated August 28, 2018, as set forth in the Order attached hereto as Exhibit A and incorporated herein.

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

ADOPTED THIS 13TH DAY OF APRIL, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



EXHIBIT A

Form of Custom Street Lighting Order

PROJECT NAME: Edgewood TIB - Phase 2
LOCATION: Jovita and Meridian, Edgewood WA

Order #: 101136950

CUSTOM STREET LIGHTING ORDER – SCHEDULE 51

This Custom Street Lighting Order (this “Order”), dated 3/17/2020, is made and entered into by and between PUGET SOUND ENERGY, INC. (“PSE”) and City of Edgewood (“Customer”) (each a “Party,” and collectively the “Parties”) under and pursuant to the terms of that certain Master Lighting Services Agreement No. 02, dated 08/28/2018, between the Parties (the “Agreement”). This Order covers certain Lighting and Construction Services authorized by this Order and is, along with the associated Schedule, incorporated into and made a part of the Agreement. Unless specifically defined otherwise herein, terms used in this Order with initial letters capitalized have the meanings given them in the Agreement. The Parties agree as follows:

ASSOCIATED SCHEDULE:

This Order is also entered into between the Parties in accordance with PSE’s Schedule 51, Electric Tariff G, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

LIGHTING SERVICES DESCRIPTION:

The installation charge of the listed lighting units was estimated to be \$21,788.93.

Description:

Change out 14 existing HPS luminaires to LED

9 ea 149W LED, Black, 3K cobraheads type 3

5 ea 50W LED, black, 3K Cyclone Prairie decorative fixture

CONSTRUCTION SERVICES DESCRIPTION:

Change out 14 fixtures to new LED fixtures, on existing arms and poles

BILLING:

Billing under this Order will be in accordance with the terms and conditions contained in the terms & conditions of Schedule 51, Electric Tariff G, and the Agreement, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

The basis of the monthly energy charge for the Lighting Services as currently constituted under Rate Schedule 51 is as follows:

Monthly facilities cost is equal to the Value of the System (VOS) x facilities rate. VOS is the estimated installation cost less applicable taxes. Monthly energy cost is equal to the energy rate x number of Units. Energy rate is determined by wattage of unit as currently constituted under the rate schedule.

Value of System: \$ 85,804.03 Facilities Rate: .136%

Units and Wattage breakdown:
(5) 50W = \$1.42 x 5 = \$7.10
(9) 149W = \$4.26 x 9 = \$38.34

The total monthly charge for this installation is as follows:

Monthly facilities charge	\$116.69
Monthly energy charge	\$ 45.44
Total monthly charge:	\$162.13

For Construction Services and Costs, these costs will be billed as follows:

Upon completion of the Construction Services, PSE shall provide the Customer with an invoice for the Construction Costs incurred by PSE. Customer shall remit payment to PSE for the Construction Costs within thirty (30) days of receiving the invoice.

SERVICE TERM/REMOVAL AND SALVAGE COSTS:

Service under this Order is effective for a minimum of fifteen (15) years from the date of this Order (the “Base Term”) unless earlier terminated as provided for in the Agreement. If this Order is terminated for any reason during the Base Term, the Customer shall be responsible for all costs of removal of any Facilities associated with the Services, as well as any costs associated with PSE’s efforts to salvage the removed Facilities, as set forth in the applicable Schedule. After the expiration of the Base Term, this Order shall continue on a year-to-year basis until terminated by either Party upon at least one (1) year’s notice in writing (each, an “Extended Term” and, together with the Base Term, the “Term”) unless earlier terminated as provided for elsewhere in this Agreement. The Term may be adjusted by PSE in writing for existing systems purchased by PSE, based on the estimated remaining life and purchase price. If this Order is terminated during any Extended Term, the Customer shall not be responsible for the costs of removal of any Facilities associated with the Services, or any costs associated with PSE’s efforts to salvage the removed Facilities.

ADDITIONAL TERMS:

- 1. To transfer the energy and maintenance monthly billing, the new billing party must contact PSE in writing.
- 2. Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

Are non-standard components included in this Order? Yes ☒ No ☐

- 3. The monthly billing party for the energy and maintenance will be: City of Edgewood

This Order, executed by Customer’s duly authorized representative as of the date first written above, is for the Lighting Services described above delivered under PSE’s Schedule 51.

Customer: City of Edgewood

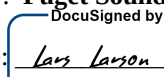
Signature: _____

Date: _____

Printed Name: Jeremy Metzler

Title: Public Works Director

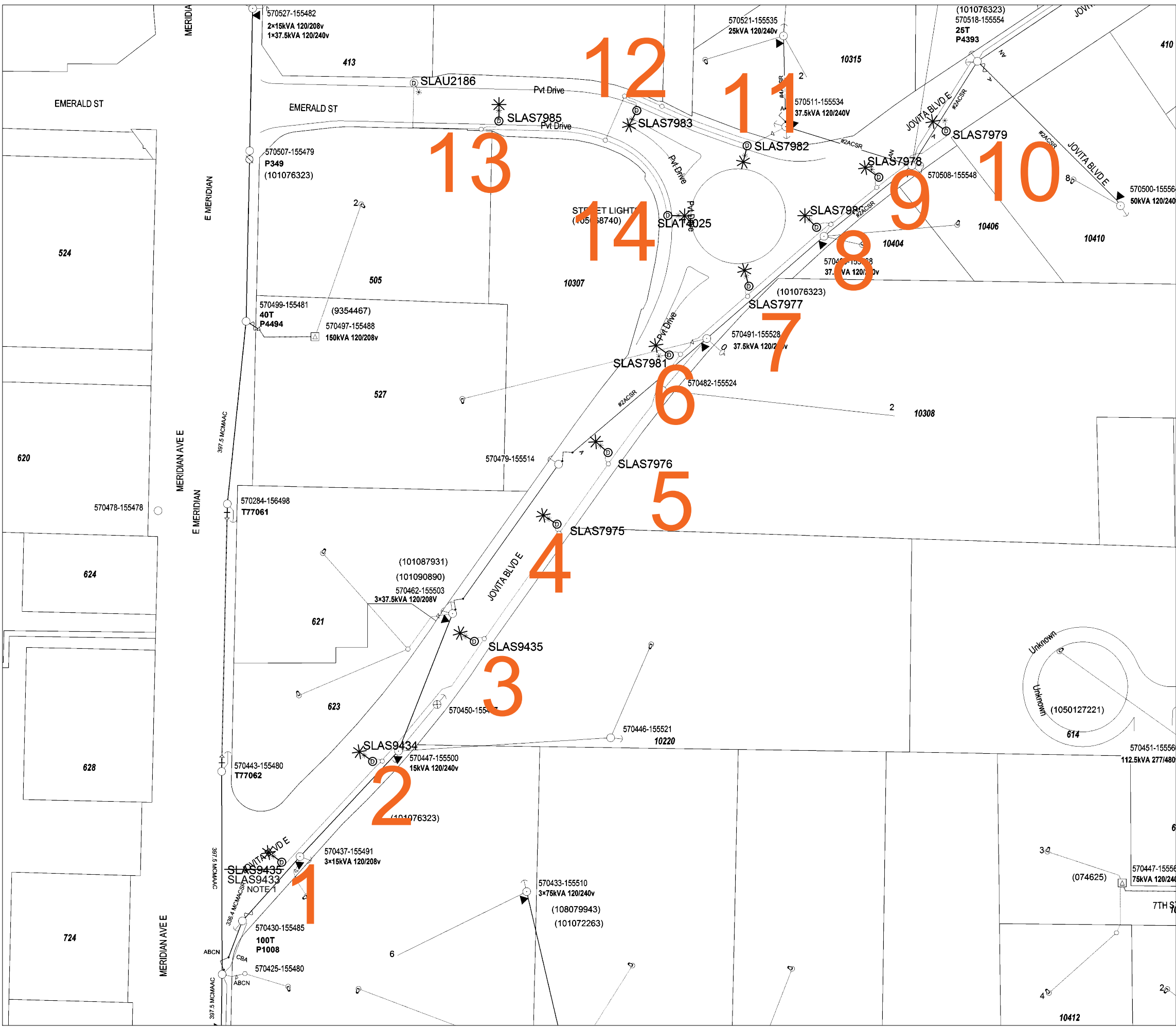
Company: **Puget Sound Energy, Inc.**

Signature:  _____
DocuSigned by:

Date: March 17, 2021

Printed Name: Lars Larson
C0BAE39090F0439...

Title: Account Sales Manager



SITE PLAN

SCALE: 1"=100'

STREET LIGHT NOTES

POTELCO:

1. IN ALL SHOEBOX AND COBRAHEAD INSTALLATIONS, THE LUMINAIRE MUST BE LEVELED.

SCOPE OF PROJECT NOTES:
CHANGEOUT EXISTING CHFL & POST-TOP HPS LUMINAIRES TO NEW LED LUMINAIRES.

AT SL1 THRU SL14 (Exist Street Light Poles)

Schedule 52

- Install 5 - 50W LED 3000K CYCLONE PRAIRIE - BLACK
- Install 9 - 149W LED 3000K TYPE 3 CHFL - BLACK on exist arms

FLAGGING REQUIRED

POLE					LUMINAIRE							
SITE #	GRID #	BILLING GRID # (if different)	TAG #	TYPE	PREV LUM	ORIGINAL INSTALL DATE	NEW LUMINAIRE	ARM	SCH	W/O #'S	NOTES	SMART STREET LIGHT NODE
SL1	570414-156425		SLAS9433	STEEL	150W HPS PT	2013	50W LED 3000K CYCLONE PRAIRIE - BLACK	-	51	101136950 / 108127101	PM TO INSPECT. BANNER ARMS.	
SL2	570425-156434		SLAS9434	STEEL	150W HPS PT	2013	50W LED 3000K CYCLONE PRAIRIE - BLACK	-	51	101136950 / 108127101	PM TO INSPECT. BANNER ARMS.	
SL3	570436-156443		SLAS9435	STEEL	150W HPS PT	2013	50W LED 3000K CYCLONE PRAIRIE - BLACK	-	51	101136950 / 108127101	PM TO INSPECT. BANNER ARMS.	
SL4	570446-156449		SLAS7975	STEEL	150W HPS PT	2013	50W LED 3000K CYCLONE PRAIRIE - BLACK	-	51	101136950 / 108127101	PM TO INSPECT. BANNER ARMS.	
SL5	570458-156457		SLAS7976	STEEL	150W HPS PT	2013	50W LED 3000K CYCLONE PRAIRIE - BLACK	-	51	101136950 / 108127101	PM TO INSPECT. BANNER ARMS.	
SL6	570465-156463		SLAS7981	STEEL	250W HPS CHFL	2013	149W LED 3000K TYPE 3 CHFL - BLACK	12'	51	101136950 / 108127101	BANNER ARMS.	
SL7	570472-156470		SLAS7977	STEEL	250W HPS CHFL	2013	149W LED 3000K TYPE 3 CHFL - BLACK	12'	51	101136950 / 108127101	BANNER ARMS.	
SL8	570477-156477		SLAS7980	STEEL	250W HPS CHFL	2013	149W LED 3000K TYPE 3 CHFL - BLACK	12'	51	101136950 / 108127101	BANNER ARMS.	
SL9	570481-156482		SLAS7978	STEEL	250W HPS CHFL	2013	149W LED 3000K TYPE 3 CHFL - BLACK	12'	51	101136950 / 108127101	BANNER ARMS.	
SL10	570487-156489		SLAS7979	STEEL	250W HPS CHFL	2013	149W LED 3000K TYPE 3 CHFL - BLACK	12'	51	101136950 / 108127101	BANNER ARMS.	
SL11	570486-156470		SLAS7982	STEEL	250W HPS CHFL	2013	149W LED 3000K TYPE 3 CHFL - BLACK	12'	51	101136950 / 108127101	BANNER ARMS.	
SL12	570490-156459		SLAS7983	STEEL	250W HPS CHFL	2013	149W LED 3000K TYPE 3 CHFL - BLACK	12'	51	101136950 / 108127101	BANNER ARMS.	
SL13	570488-156447		SLAS7985	STEEL	250W HPS CHFL	2013	149W LED 3000K TYPE 3 CHFL - BLACK	12'	51	101136950 / 108127101	BANNER ARMS.	
SL14	570478-156462		SLAS7986 SLAT4025	STEEL	200W HPS CHFL	2013	149W LED 3000K TYPE 3 CHFL - BLACK	12'	51	101136950 / 108127101		

FOREMAN (CHECK BOX WHEN COMPLETED)

☐ PSE Equipment LOCKED/SECURED & Work Area left in CLEANS/SAFE Condition.

☐ Grid, Cable, and Switch numbers INSTALLED & VERIFIED.

☐ Field Changes RED-LINED on As-built.

☐ Material VERIFIED and CHANGES noted on Paperwork.

☐ Total PRIMARY Cable noted on As-built.

☐ Company ID#s RECORDED in correct location on As-built.

☐ Indicate correct FUSE SIZE on As-built & VERIFY proper PHASE.

☐ Correct Call Check(s) reviewed.

☐ Deviations noted on the As-built and their reason.

☐ I certify that the work performed meets PSE's standards and procedures and that all quality requirements are met.

Foreman's Signature _____

Print Name _____ Date _____

PROJECT PHASE	NOTIF#	ORDER#
PWR		
Superior		
New Install		
SL Light	510848072	101136950
Removal		108127101
Temporary		
Job Order		
GAS		
Distribution		
HP Main		
HP Svc/MS		
CABLE TV		
PHONE		

Project Manager Contact Information:

Mike Hammons
425-765-1395 Cell Phone

Developer

Yes

Yes

PSE

"Locates Required"

No

No

"Outages Required"

Yes

No

"Flagging Required"

Yes

No

X

NEW BUSINESS

CORRECTIVE / 10 DAY WAIVED

REAL ESTATE/EASEMENT

N/A

PERMIT

N/A

3

2

1

FUNCTION

ACCOUNT MGR

ENGR - POWER

ENGR - GAS

CONTACT

Lisa Kinney

Christine Buffalow

Christine Buffalow

PHONE NO

425-396-3841

425-324-1114

425-324-1114

DATE

3/12/21

REV#

BY

DESCRIPTION

COUNTY

Emer Sect

Gas Wk Ctr

POWER WK CTR

PIERCE

OP MAP

PLAT MAP

3515

DRAWN BY

CHECKED BY

APPROVED BY

FOREMAN #1

FOREMAN #2

MAPPING

U-MAP NO (POWER)

OH CKT MAP

UG CKT MAP

CIRCUIT NO

2004E010

2004E008

N/A

EDG-12

JOINT FACILITIES ARRANGEMENTS

UTILITIES

N/A

N/A

N/A

N/A

CONTACT

N/A

N/A

N/A

N/A

PHONE#

N/A

N/A

N/A

N/A

PSE

PUGET SOUND ENERGY

TIB EDGEWOOD - JOVITA ROUNDABOUT
UPGRADING SCH 52 LIGHTS TO LED
JOVITA BLVD E & MERIDIAN AVE E, EDGEWOOD, WA 98371

INCIDENT

MAOP

Gas Order

Elect Order

101136950

PAGE

1 of 1

Vicinity Map 47.25102158144, -122.29343710261



Owner / Developer Contact Info

City of Edgewood
2224 104th Ave E
Edgewood, WA 98372
ATTN: Jeremy Metzler, P.E. (253) 952-3299 x114 cell

For contacts below dial 1-888-CALL PSE (225-5773)

CALL (800) 424-5555

2 BUSINESS DAYS BEFORE YOU DIG

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

EROSION & SEDIMENT CONTROL REQUIREMENTS

EROSION & SEDIMENT CONTROL SHALL BE PER PSE STANDARD PRACTICE 0150.3200 TECHNIQUES FOR TEMPORARY EROSION & SEDIMENT CONTROL & ANY ADDITIONAL LOCAL JURISDICITON REQUIREMENTS. (LOCAL JURISDICTIONS MAY HAVE ADDITIONAL REQUIREMENTS INCLUDING NOTES DETAILING WHERE EROSION OR SEDIMENT CONTROL STRUCTURES ARE TO BE INSTALLED, CROSS SECTION DETAILS OF THE TYPICAL EROSION STRUCTURES, & SPECIAL REQUIREMENTS FOR WORK IN SENSITIVE AREAS.)



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Annual Transportation Concurrency Report	Agenda Item #: 2.G
	For Agenda of: 4/6/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. Edgewood Concurrency Report_March 2021	
Approval of Materials: Jeremy Metzler Rachel Pitzel 3/31/2021 Dave Gray 4/1/2021 Daryl Eidingen 4/1/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 04/06/2021 SS

Summary Statement:

Following Edgewood Municipal Code (EMC) 18.105.220, staff has directed the City's on-call transportation consultant, Transpo, to prepare the attached Annual Concurrency Report. In summary, the City's concurrency program is performing well and capacity remains for planned development. Transpo has made a few recommendations in the report for Council consideration:

- 1) *Update the concurrency review threshold in EMC 18.105.030:* Staff recommends updating the code consistent with Transpo's recommendation. Upon Council's direction, staff will bring forward a draft ordinance for Council's consideration at a future meeting.
- 2) *Update the six-year TIP:* Staff is working with Transpo to prepare an updated TIP for Council's consideration at a future meeting.
- 3) *Update the concurrency fee schedule:* Staff is working with FCS Group on updating the City's fee schedule and can include this recommendation in that effort, if Council desires.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Annual Transportation Concurrency Report

Fiscal Note/Consideration:

N/A

MEMORANDUM

Date:	March 26, 2021	TG:	1.18149.00
To:	Jeremy Metzler, PE, City of Edgewood		
From:	Jon Pascal, PE, PTOE, Transpo Group		
Subject:	2021 Annual Transportation Concurrency Report		

This memorandum serves as the Annual Concurrency Report per the Edgewood Municipal Code (EMC) 18.105. The 2021 Annual Concurrency Report provides the current state of the City's transportation concurrency program. Per the EMC, the following items are addressed in the Annual Concurrency Report:

- **Development Summary.** A summary of development activity accounted for in the transportation concurrency program since the last concurrency report update in July of 2019.
- **Remaining Capacity.** Status of available intersection and roadway capacity and level of serve (LOS) metrics on current transportation facilities.
- **Recommended Changes.** Recommendations on amendments to the concurrency program metrics, and changes to project priorities to inform the update of the City's 6-year Transportation Improvement Program.

Background

The following topics provide a brief background on the City's Concurrency Program.

What is concurrency?

Concurrency is a tool to ensure that transportation facilities are constructed as growth occurs (one happens *concurrent* with the other). Concurrency provides a link between land use, transportation, and public investment.

What is the purpose of a concurrency program?

In general, if land use development and transportation infrastructure investments occur in a timeframe and at locations consistent with the Comprehensive Plan then concurrency would, in theory, always be achieved. The concurrency program is implemented by agencies to understand if the adopted LOS standards are being met "concurrent" with development. Concurrency programs in practice are used by agencies to monitor the current state of the transportation system on a system-wide basis.

What metrics does the City use to monitor concurrency?

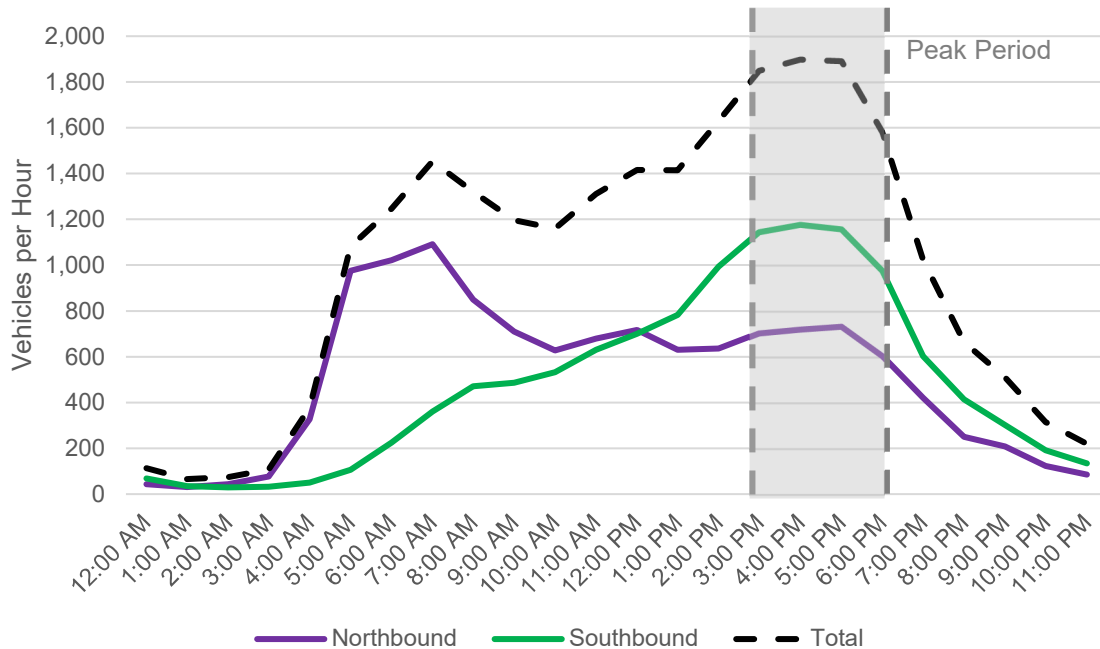
The City of Edgewood evaluates intersection LOS to understand delays and intersection capacity. The City also uses a roadway volume-to-capacity ratio to monitor the capacity of major arterials within the City.

Why does the City focus on the weekday PM peak hour?

Concurrency is typically linked with street or intersection capacity, and traffic volumes are typically closest to capacity during the weekday PM peak hour. For example, **Figure 1** shows hourly vehicle volumes along Meridian Avenue collected during February 2021. Both the southbound volume and

overall volume peaks occur during the PM peak period while the northbound volume peaks during the AM peak period. The PM peak hour volumes have approximately 30 percent more vehicles than the AM peak hour.

Figure 1 – Midweek Average Hourly Volumes on Meridian Ave (south of 11th Street) – February 2021



Development Summary

The concurrency evaluation analyzes six years in the future (i.e., the year 2027 in this instance) to capture developments already approved and transportation projects that are funded and will be completed within that timeframe. The developments that have been accounted for since the last update of the Concurrency program in 2019 are listed in Table 1.

To account for smaller developments not subject to concurrency requirements and other changes in regional traffic, an annual 1 percent growth rate is applied to the existing traffic counts. Observed traffic growth rates along the City's transportation network have generally indicated that the one percent background growth rate is reasonable since specific development trips in the City are being tracked and accounted for separately. The actual annual traffic growth rates are higher than one percent when the development trips are included.

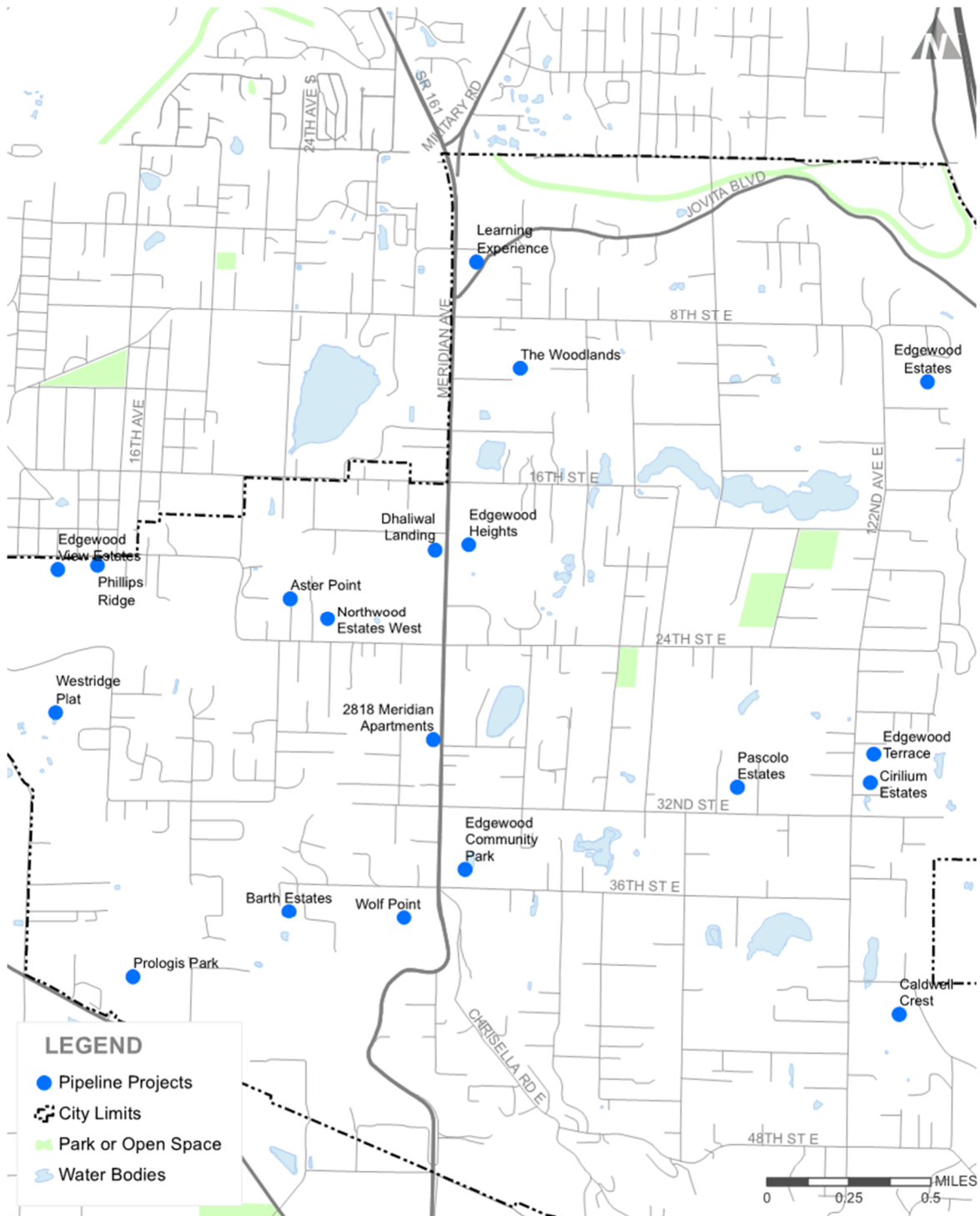
Table 1. Summary of Developments Being Monitored

Pipeline Development	Type and Size	New PM Peak Hour Trips	Development Status
Caldwell Crest	18 single family DUs	18	16 of 18 units built
The Woodlands	55 condos, 4,265 sq ft commercial	29	17 of 29 units built
Edgewood Estates	14 single family DUs	18	Not Built
Edgewood Heights	452 unit multifamily DUs	276	Phase 1 Built and Occupied
Aster Point	46 single family units	43	7 of 46 units built
Pascolo Estates	18 single family units	22	1 unit completed
Northwood Estates West	44 single family units	44	Phase 1 Built
Westridge Plat	290 single family units, 60 apartments	311	230 of 284 units built
Edgewood View Estates	96 single family units	96	19 of 96 built
Wolf Point	56 single family units	62	Not Built
Cirilium Estates	17 single family units	19	Under Construction
2818 Meridian Apartments	19 multi-family units	13	Under Construction
Edgewood Terrace	25 single family units	30	Not Built
Barth Estates	32 single family units	34	Not Built
Edgewood Community Park	Community park and amphitheater	35	Under Construction
Philip's Ridge	14 single family units	14	Not Built
Dhaliwal Landing	583 apartments and 35,930 square feet commercial space	338	Not Built
Learning Experience	Day care and learning center	37	Not Built
Prologis Park	Industrial park and warehousing	471	Not Built
TOTAL		1,910	PM Peak Hour Trips

Source: City of Edgewood

The location of the developments is shown in *Figure 2*.

Figure 2 - Pipeline Development Projects



Eight developments that were included in the 2019 concurrency update have been removed from this analysis, as they have been built-out and are reflected in the updated traffic counts, as summarized in Table 2.

Table 2. Developments Removed from 2021 Concurrency Analysis

Pipeline Development	Type and Size	New PM Peak Hour Trips	Development Status
The Arbors at Edgewood	254 apartments	156	Built and occupied
Edgewood Apartments (Simons Mill)	155 apartments	94	Built and occupied
Edgewood Memory Care Campus	Memory Cary Campus – 62 beds	14	Built and occupied
Edgewood View Point	46 single family DUs	46	Built and occupied
Jovita Crossing	3,072 sq ft restaurant, 1,749 sq ft coffee shop	67	Built and occupied
North Edgewood Apartments	288 apartments	173	Built and occupied
Northwood Estates	31 single family units	31	Built and occupied
TOTAL		581	PM Peak Hour Trips

Source: City of Edgewood

Level of Service Standards

Under the Washington State Growth Management Act, local jurisdictions have the discretion in how they define their level of service standards and how to apply transportation concurrency within their growth plans, policies, regulations, and permit systems. As part of the requirement to develop a comprehensive plan, jurisdictions are required to establish LOS standards for transportation arterials. Once a jurisdiction sets a standard, it is used to determine whether the impacts of a proposed development can be met through existing capacity and/or to decide what level of mitigation will be required.

The LOS standard for City roadways is outlined in the City's Transportation Element of the Comprehensive Plan.

Intersection LOS Methodology

The adopted intersection LOS standard is LOS E for all intersections along Meridian Avenue, and LOS D for all other intersections. Intersection LOS is based on the vehicular delay traveling through an intersection during the busiest one-hour period. Intersection LOS was analyzed in Synchro version 10, using The *Highway Capacity Manual* (HCM) 6th Edition.

Smaller delays result in better LOS (A, B, C), while long delays mean worse LOS (D, E, F). The HCM methodology for estimating LOS for signalized intersections is measured as an average delay for vehicles entering on all approaches. In contrast, the HCM methodology for estimating LOS for two-way stop control (TWSC) intersections is to report the delay for the worst movement (such as eastbound left turns) to ensure that side street delay is adequately measured. TWSC intersections will have poor LOS when side street delay becomes excessive.

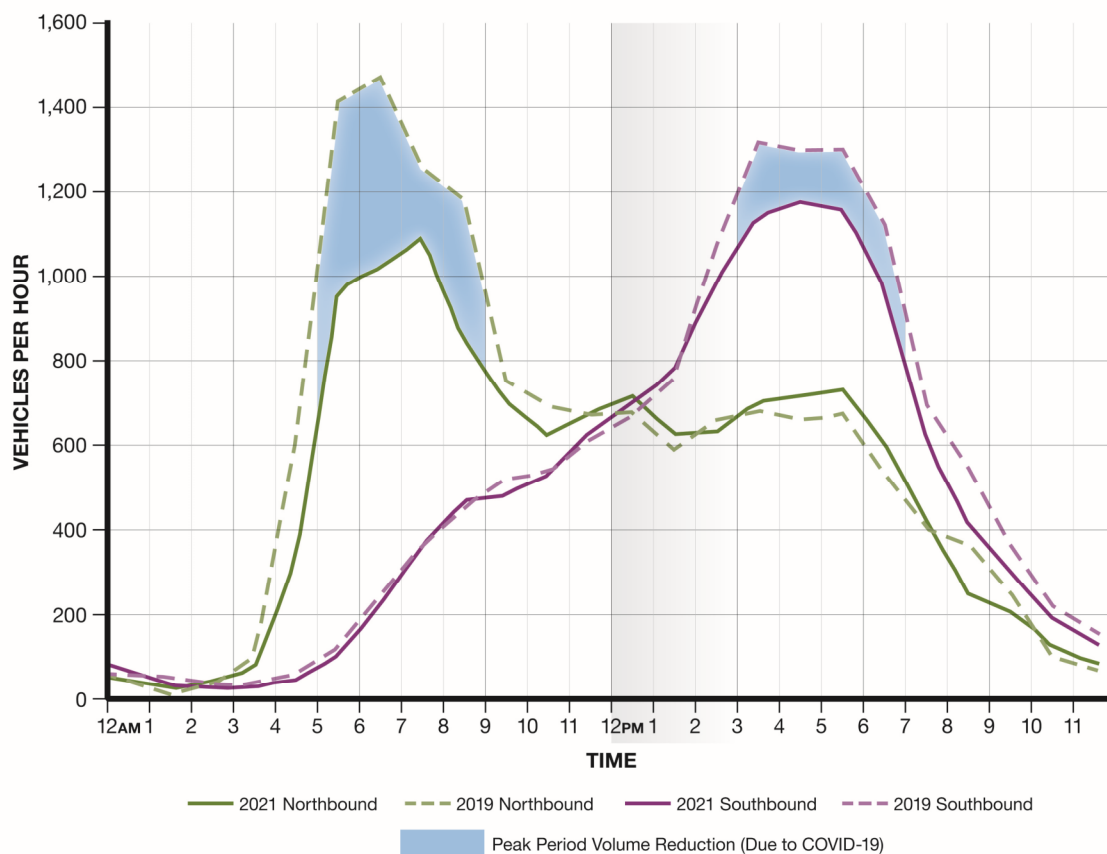
Roadway LOS Methodology

The roadway LOS standard is based on a volume-to-capacity ratio of 0.80 or 80 percent of capacity. The capacity estimates of each of the study roadways is based on capacity estimates developed within the Transportation Element of the City of Edgewood's Comprehensive Plan.

COVID-19 Adjustment

Traffic counts collected in February 2021 were compared to volumes collected in April 2019, prior to the COVID-19 pandemic. Figure 3 summarizes midweek average hourly volumes collected in February 2021, during the COVID-19 pandemic. As shown below, April 2019 and February 2021 hourly volumes are compared at Meridian Avenue south of 11th Street. These hourly volumes, as well as turning movement counts collected at concurrency study intersections, were used to develop an adjustment factor to account for changes in travel patterns due to the pandemic.

Figure 3 – Midweek Average Hourly Volumes on Meridian Ave (south of 11th Street), 2019 vs 2021 Comparison



As shown in Figure 3, the 2021 volumes have decreased compared to 2019 pre-pandemic conditions, especially in the southbound direction where high volumes are generally attributed to PM peak commute period congestion and drivers utilizing Meridian Avenue to avoid congestion on I-5. Southbound volumes on Meridian Avenue decreased by approximately 25 percent when comparing non-pandemic to pre-pandemic conditions. Future concurrency analysis volumes were adjusted to accommodate this decrease and conservatively estimate non-pandemic conditions, as described below.

Concurrency Evaluation Process

The process for evaluating transportation concurrency includes the following key steps:

- Begin with existing traffic counts for the PM peak hour (latest baseline concurrency model)
- As stated above, a COVID adjustment factor was applied to intersection approaches where 2021 traffic counts reflect reductions in traffic volumes due to the COVID-19 pandemic. Based on a comparison between 2021 counts and previous counts collected in 2017-2019, southbound volumes on Meridian Avenue decreased by approximately 25 percent and southbound volumes along 114th Avenue and 122nd Avenue decreased by approximately 50 percent. A 25 percent and 50 percent adjustment was applied to southbound volumes on Meridian Avenue and 114th and 122nd Avenues, respectively, to increase volumes and conservatively approximate non-pandemic conditions.
- Add known City pipeline development traffic to the traffic counts
- Add known other agency pipeline development traffic to the traffic counts
- Grow all existing counts by 1% per year to account for other background growth
- Test the intersections to determine if they meet adopted LOS standards:
 - LOS E for intersections along Meridian Avenue
 - Non-signalized or roundabout intersections are measured by the operation of the stop-controlled approach. The City's LOS standards allow for one or two-way stop control intersections to operate below standard if the approach would serve only a small volume of traffic and an alternative access was available.
 - LOS D for all other intersections in the City
- Calculate roadway volume to capacity ratios and see if they meet LOS standards
 - LOS C is standard for City minor arterials and collector streets as outlined in the Transportation Element. LOS C is a volume to capacity ratio of 0.80, or 80% of capacity.

The concurrency evaluation analyzes six years in the future (2027) to capture developments already approved and transportation projects that are funded and will be completed within that timeframe.

The transportation system assumptions include all future improvement projects that are funded and identified in the City's 6-year Transportation Improvement Program. Two notable projects are directly relevant to the future findings, and they include:

- Intersection Control Improvements at Meridian Avenue E / 32nd Street E
- Upgrade the traffic signal at Meridian Avenue E / Emerald Street E to remove the current split-phase signal timing

Concurrency Status

Intersection LOS

Table 3 summarizes the intersection LOS for 2027 based on the most recent intersection traffic counts plus the pipeline development shown in Table 1 and a one percent annual background growth rate in traffic. The annual growth rate is in addition to the pipeline development growth, so the actual growth rates are much higher than one percent depending on the intersection or roadway.

Table 3. Intersection LOS – Forecast 2027 Weekday PM Peak Hour

Intersection	2027 Traffic Control	LOS Standard	Forecast 2027 LOS	Estimated Trips Remaining ¹
1. 114th Street E / Jovita Blvd	Signal	D	C	1,450
2. Jovita Blvd E / Emerald Street E	Roundabout	D	A	1,650
3. Meridian Avenue E / Emerald Street E	Signal ²	E	C	1,450
4. Meridian Avenue E / 8th Street E	Signal	E	D	1,150
5. Meridian Avenue E / 12th Street E	TWSC	E	C	1,700
6. Meridian Avenue E / 13th Street E	TWSC	E	F	N/A
7. Meridian Avenue E / 16th Street E	Signal	E	B	2,250
8. Meridian Avenue E / 20th Street E	TWSC ⁴	E	C	800
9. Meridian Avenue E / 22nd Street E	TWSC	E	C	2,400
10. Meridian Avenue E / 24th Street E	Signal	E	D	1,450
11. Meridian Avenue E / 29th Street E	TWSC	E	F	N/A
12. Meridian Avenue E / 32nd Street E	Signal ³	E	A	1,350
13. Meridian Avenue E / 36th Street E	Signal	E	C	1,600
14. 122nd Avenue E / 24th Street E	TWSC	E	B	1,400

Source: City of Edgewood

1. The estimated trips remaining at signalized intersection was calculated by growing all approach volumes at a uniform percentage until operations degraded below LOS standard. TWSC growth was estimated by proportionally increasing the side street volumes until LOS degraded below LOS standards.

2. This assumes a signal re-timing project that removes the split phasing at Meridian Ave E / Emerald St E has been completed.

3. Assumes the installation of a traffic signal or roundabout at Meridian Ave E / 32nd Street E as shown in the City's 6-year TIP.

4. Installation of a signal at Meridian Avenue E / 20th Street E is currently being evaluated as part of an Intersection Control Evaluation for WSDOT.

All intersections are expected to operate at or better than LOS standards, except for the Meridian Avenue E/13th Street E and Meridian Avenue E/29th Street E intersections. These intersections are two-way stop-controlled intersection that are expected to experience excessive side street delay on the EB and WB legs for vehicles making left turns onto Meridian Avenue. The west leg of the Meridian Avenue E/13th Street E intersection is within the City of Milton and thus is not subject to Edgewood's concurrency requirements. The LOS standards set within the Transportation Element of Edgewood's Comprehensive Plan states that "To avoid mitigation that would only serve a small volume of traffic, the City may allow two-way and one-way stop-controlled intersections to operate worse than LOS standards." Additionally, with the build-out of the parallel roadway network, vehicles will have alternative access points north and south of 13th Street E and 29th Street E that will improve access to Meridian Avenue.

Remaining Intersection Capacity

In addition to forecasting the intersection LOS, the estimated remaining trip capacity per intersection is shown in Table 3. For signalized intersections, the number of trips was calculated by applying a consistent growth rate to all volumes (i.e. all turning movements grown by 10 percent), then testing intersection LOS. If the LOS was at or above the standard, the growth rate was continually increased until the intersection operated below the LOS standard. If trip growth does not occur uniformly by movement (which it likely will not), the actual number of additional trips that the intersection can process will be lower than those reported in Table 3.

Estimated trip capacity for TWSC intersections was estimated by proportionally increasing the side street volumes (without decreasing mainline volumes) until the intersection operations decreased below the LOS standard. This was done to show that these intersections are much more susceptible to LOS changes from a small change in volumes on side streets.

Roadway LOS

The forecasted roadway LOS is summarized in Table 4, based on the most recent intersection and roadway counts plus the pipeline development shown in Table 1 and a 1 percent annual background growth rate.

Table 4. Roadway LOS – Forecast 2027 Weekday PM Peak Hour

Roadway Segments	LOS Standard	Estimated Peak Hour Capacity ¹	2027 NB / EB LOS (v/c Ratio)	2027 SB / WB LOS (v/c Ratio)	Estimated Trips Remaining (NB/EB / SB/WB)
1. 114th Ave E, south of Jovita Blvd	C	990	A (0.13)	B (0.35)	665 / 445
2. 8th St E, east of Meridian Ave E	C	990	B (0.33)	B (0.44)	465 / 355
3. 24th St E, west of Meridian Ave E	C	990	B (0.41)	B (0.40)	380 / 390
4. 24th St E, east of Meridian Ave E	C	990	A (0.24)	A (0.22)	555 / 575
5. 24th St E, west of 122nd Ave	C	990	A (0.09)	A (0.07)	705 / 725
6. 122nd Ave E, north of 24th St E	C	990	A (0.16)	A (0.30)	630 / 495
7. 122nd Ave E, south of 24th St E	C	990	A (0.21)	B (0.35)	580 / 440
8. 32nd St E, west of Meridian Ave E	C	990	A (0.03)	A (0.01)	765 / 780
9. 36th St E, east of Chrisella Rd E	C	990	A (0.18)	A (0.04)	615 / 755
10. 48th St E, east of 122nd Ave E	C	990	A (0.22)	A (0.13)	575 / 665
11. Chrisella Rd E, south of 48th St E	C	990	A (0.14)	B (0.19)	650 / 600

Source: City of Edgewood Transportation Element

1. Based on Highway Capacity Manual Exhibit 16-14 in HCM 2010 as used in the City of Edgewood's Comprehensive Plan.

All roadway segments are expected to operate at or above the LOS standard in 2027.

Remaining Roadway Capacity

The roadway LOS is based on volume to capacity ratio, which enables a more accurate estimate of the available number of trips on each roadway. These remaining trip estimates are also provided in Table 4 and range from 355 to 780 additional vehicles per hour of available capacity.

Recommendations

Based on the results of the 2021 annual concurrency evaluation, the following items are recommended to be assessed and updated, as needed.

Update the Trip Threshold for Concurrency Evaluation in the Edgewood Municipal Code

The Edgewood Municipal Code (EMC) currently requires that all developments be tested for concurrency, even small, short-plats that generate few new vehicle trips. The concurrency report

has demonstrated that there is generally sufficient capacity in the transportation system to accommodate the City's land use plan. In the past 5 years, only one development has not met concurrency. In that specific case, the development generated more than 300 PM peak hour trips, and the primary access was a two-way stop-controlled intersection along Meridian Avenue.

We recommend that the language in the EMC 18.105 be revised to exempt developments generating fewer than 15 PM peak hour trips from the concurrency process, consistent with the City's current traffic study guidelines. Developments that generate fewer than 15 PM peak hour trips are typically 'captured' in the annual growth rate applied to traffic counts and have negligible impact on the transportation system. Developments still may be reviewed under the State Environmental Policy Act (SEPA) and the City's development review process to evaluate impacts and potential mitigation to address site access and safety issues.

Update the City's 6-Year Transportation Improvement Program

Two intersection projects have been included in the City's 6-year Transportation Improvement Program (TIP) to maintain concurrency. The projects include:

- Intersection Control Improvements at Meridian Avenue E / 32nd Street E
- Upgrading the traffic signal at Meridian Avenue E / Emerald Street E to remove the current split-phase signal timing

The signal improvements at Emerald Street are funded and are currently being designed with construction expected in the fall of 2021.

Since the last annual concurrency report, the City has performed a feasibility assessment of installing a traffic signal or constructing a roundabout at the Meridian Avenue / 32nd Street E intersection. The traffic signal was found to not meet signal warrants, and constructing a roundabout was shown to cost more than \$2 million dollars. The roundabout would primarily benefit the approximately 30 vehicles per hour that are attempting to turn left from the west approach. Vehicles attempting to turn left from the east approach have alternative routes they could utilize during periods of heavy congestion.

Due to the costs and impacts of constructing a roundabout at the Meridian Avenue / 32nd Street E intersection, and the fact it would benefit a few vehicle trips, the City should identify alternative strategies to address the LOS issues along Meridian Avenue between 24th Street E and 36th Street. Alternatives could include access management treatments with complimentary designated u-turns at 24th Street E and 36th Street E intersections. A roundabout at 36th Street E could provide many more benefits at a similar cost to a roundabout at 32nd Street E. Additional work is needed to confirm the long-term strategy for addressing operations and safety needs along this stretch of Meridian Avenue, while also identifying how any solution will support future land uses.

In addition to those projects, the City should continue addressing missing segments of the parallel roadway network between 8th Street E and 20th Street E, along with 29th Street E to 36th Street E. Two of the stop-controlled intersections along Meridian Avenue at 13th Street E and 29th Street E are forecasted to operate at or below LOS standards by 2027. The expected poor performance of the intersections suggests that completion of segments of the parallel roadway network need to continue to be prioritized in the City's 6-year TIP to provide for improved access and circulation along Meridian Avenue and maintain transportation concurrency.

Consider Updating the Transportation Concurrency Fee Schedule

The fees to administer and monitor the transportation concurrency program were originally developed in 2017 after the program was adopted by the City Council. The fees have remained unchanged since that time. Currently a concurrency reserve certificate costs a minimum of \$2,500

and accounts for up to 25 net new PM peak hour trips. Any trip over the first 25 trip threshold costs another \$75 per trip, up to a maximum of \$7,500.

The fee per trip and the maximum amount should be updated to cover the costs of evaluating more complex development proposals. The increase in fees will also help the City cover the costs of monitoring and tracking the performance of the transportation system on an annual basis. It is recommended the City increase the per trip fee over the base of 25 trips from \$75 to \$80 an additional trip. In addition, the maximum fee should be raised from \$7,500 to \$10,000 so the costs to evaluate larger development proposals are recovered through the program.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – Edgewood Community Park Contract Amendment	Agenda Item #: 2.H
	For Agenda of: 4/6/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - RESOLUTION NO. 20-0522 2. DRAFT Resolution - First Amendment to Contract 3. Partially Signed - ECP Contract Ammendment 3.31.2021 4. 2 - ECP ASI01 Pricing 3.21.2021 5. 3 - 20-028 ECP CO1B 3.25.2021	
Approval of Materials: Jeremy Metzler Rachel Pitzel 4/1/2021 Dave Gray 4/1/2021 Daryl Eidingen 4/1/2021	Expenditure Required: \$328,862.41
	Amount Budgeted: N/A
	Timeline: 04/06/2021 SS 04/13/2021 RCM

Summary Statement:

Attached for Council's reference is Resolution 20-0522 and the original contract for the construction of Edgewood Community Park. Also attached is a draft resolution, contract amendment, and change orders for Council review and consideration. Change Order 1A is regarding City-requested changes to the proposed irrigation controller and some proposed trees. Due to unforeseen circumstances during construction, the cost to install the sanitary sewer extension to the new park site was more than contracted, resulting in Change Order 1B. Be advised staff plans to prepare a Latecomer's Agreement for the cost of running the sewer to the park property, for further discussion at a future meeting, enabling cost recovery as future development occurs.

Finally, to be consistent with our other capital improvement currently underway, the attached draft contract amendment would allow for some future change order(s) to be handled administratively, in an amount not to exceed a certain percentage of the original contract (see Fiscal Notes).

Item History:

09/01/2020 SS
 09/08/2020 RCM

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution – Edgewood Community Park

Contract Amendment.

Fiscal Note/Consideration:

The contract authorized under Resolution 20-0522 was for a total of \$3,621,672.08 (including tax), an amount roughly 2% greater than the engineer's estimate for this project. The total contract amount under these change orders is \$3,950,534.49 (including tax), being a total increase of \$328,862.41.

The Schedule A change order of \$19,237.87 represents a 0.7% increase in that schedule of work, bringing it to \$2,915,737.87 (before tax). The original bids received for Schedule A ranged from \$2,784,910 to \$3,516,120 (before tax).

The Schedule B change order of \$280,000 represents a 78.2% increase in that schedule of work, bringing it to \$637,840 (before tax). The original bids received for Schedule B ranged from \$357,840 to \$630,900 (before tax).

The maximum contract amount authorized by this contract amendment is not to exceed 115% of the original amount, \$4,164,922.89.

RESOLUTION NO. 20-0522

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

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

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

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

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

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

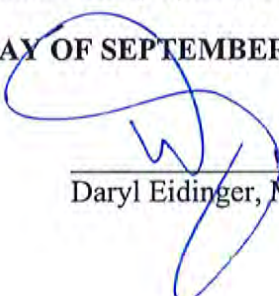
WHEREAS, the City Council considered the recommendation of Gray and Osborne and the Public Works Director during its regular Council meeting of September 8, 2020, and determined that the contract should be awarded to Active Construction Incorporated;

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

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and Active Construction Incorporated in the amount of \$3,621,672.08 for the Edgewood Community Park, which is attached hereto as Exhibit A.

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

ADOPTED THIS 8TH DAY OF SEPTEMBER, 2020



Daryl Eidinger, Mayor

ATTEST:



Rachel Pitzel, City Clerk

Exhibit A
Agreement and Bond Forms

PUBLIC WORKS CONTRACT

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

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

CITY:

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

CONTRACTOR:

ACTIVE CONSTRUCTION INC.
5110 River Rd E
Tacoma, WA 98443
Contact: David Peterson
Phone: (253) 248-1091
Email: davidp@activeconstruction.com
Tax ID #: 91-0839781

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

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

A. In general.

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

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

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

and administrative rulings in performing work for the Project.

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

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

B. Work Performance.

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

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

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

his or her designee, and accepted by same.

c. Non-Discrimination.

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

7. Compensation and Payment

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

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

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

Initial: MC (Contractor)

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

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

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

A. Responsibility Criteria.

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

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

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

13. Insurance.

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

K. Subcontractors

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

14. Claims for damages.

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

of applicable standard specifications.

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

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

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

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

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

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

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

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

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

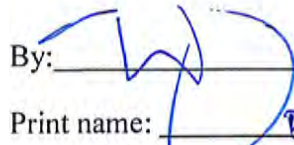
20. Use and Ownership of Logos and Documents. The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent. On payment to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

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

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

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

CITY OF EDGEWOOD

By: 
Print name: Dorothy LeDingell
Title: Mayor
Date: 9/14/2020

CONTRACTOR

By: 
Print name: David Ceccanti
Title: President
Date: 9/9/2020

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Attachments

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

CITY OF EDGEWOOD

By: _____

Print name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Print name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:



Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Scott Morse (Corporate Officer (Not Contract Signer)) certify that I am the Vice President (Corporate Title) of the corporation named as Contractor in the Contract attached hereto; that David Corraanti (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.

[Signature]

Corporate Officer Signature (not Contract Signer)

Scott Morse

Print Name

Vice President

Title

State of Washington

County of Pierce

Scott Morse, (Corporate Officer (not Contract Signer)) being duly sworn, deposes and says that he/she is Vice President (Corporate Title) of Active Construction, Inc. (Name of Corporation).

Subscribed and sworn to before me this 9th day of September, 2020.

[Signature]
Notary Public (Signature)

Amanda G. Sampson
Notary Public (Print)
My commission expires 9-11-2020



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
ACTIVE CONSTRUCTION, INC. DATED SEPTEMBER
14, 2020, AND APPROVING CHANGE ORDERS IN THE
AMOUNT OF \$328,862.41**

WHEREAS, by passing Resolution 20-0522 on September 8, 2020, the City Council authorized execution of a Contract with Active Construction, Incorporated (“ACI”) for the Edgewood Community Park project (the “Contract” or “Agreement”); and

WHEREAS, since the Agreement was executed, the City and ACI have worked together to revise the design and alignment of the sanitary sewer extension work (Schedule B) due to unforeseen circumstances in the field; and

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

WHEREAS, the additional work warrants additional compensation be paid to ACI in an amount not to exceed \$328,862.41, as set forth in the Change Orders 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 between the City of Edgewood and ACI, in substantially the same form as attached to this resolution and incorporated herein as Exhibit A.

Section 2. The Change Orders in the amount of \$328,862.41, attached as Exhibit B hereto, are hereby approved.

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

ADOPTED THIS 13TH DAY OF APRIL, 2021.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A

First Amendment to the Public Works Contract between the
City Of Edgewood and Active Construction, Inc., for the
Edgewood Community Park Project

DRAFT

Exhibit B
Change Order Nos. 1A and 1B

DRAFT

**FIRST AMENDMENT TO
PUBLIC WORKS CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
ACTIVE CONSTRUCTION, INC. FOR THE
EDGEWOOD COMMUNITY PARK PROJECT**

Section I. Date and Parties.

This document ("First Amendment"), is dated the 13th day of April, 2021, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and Active Construction, Inc. ("Contractor"). This First Amendment modifies portions of the Public Works Contract by and between the City and Contractor that was executed on September 14, 2020 (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 worked together to revise the design and alignment of the sanitary sewer extension work (Schedule B) due to unforeseen circumstances in the field.

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 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, tThe City shall pay the Contractor for the work performed under this contract as follows (select one): ...

B. 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 115% 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 13th day of April, 2021.

CITY OF EDGEWOOD

CONTRACTOR

By: _____

By: [Signature]

Printed Name: David Peterson

Its: Mayor, Daryl Eidinger

Its: Project Manager

Date: _____

Date: March 31, 2021

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

City Attorney, Ann Marie Soto

ACI**ACTIVE
CONSTRUCTION
INC.****FORCE ACCOUNT / ADDITIONAL WORK
SUMMARY****FA SHEET NO:**

A.C.I. PROJECT	Edgewood Community Park		BID ITEM #		A.C.I. PHASE CODE
JOB #20-028	DATE WORK PERFORMED : 3/21/2021		ASI 01		
DESCRIPTION OF WORK					
Landscape and Electrical changes per ASI 01. Excludes Sand Backfill as shown on L6.4 detail 6 (bid set of plans shows native backfill)					
LABOR CLASS / RATES					
NAME	UNION / GROUP CLASSIFICATION	HOURS	@	RATE	TOTAL
	FOREMAN @ 1.0		@	\$84.47	\$0.00
SUBTOTAL LABOR					\$0.00
EQUIPMENT DESCRIPTION / RATES					
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS / DAYS	@	RATE	TOTAL
141	On-Highway Rear Dumps		@	\$45.00	\$0.00
SUBTOTAL EQUIPMENT					\$0.00
MATERIAL COSTS					
METHOD OF DELIVERY	DESCRIPTION	QTY	UNI	@	RATE
			LS	@	
SUBTOTAL MATERIALS					\$0.00
APPLICABLE SALES / USE TAX					0.00%
SUBTOTAL MATERIALS					\$0.00
SERVICE COSTS					
DESCRIPTION		QTY	UNIT	@	RATE
			LS	@	
SERVICE COSTS SUBTOTAL					\$0.00
SUBCONTRACTOR COSTS					
DESCRIPTION		QTY	UNIT	@	RATE
Specialized Irrigation Controller		1.00	LS	@	\$18,012.00
Specialized Tree Credit		1.00	LS	@	(\$402.00)
Transportation Systems		1.00	LS	@	(\$433.33)
					\$17,176.67
MARK-UP ON LABOR					29%
SUBTOTAL LABOR					\$0.00
MARK-UP ON EQUIPMENT					21%
SUBTOTAL EQUIPMENT					\$0.00
MARK-UP ON MATERIALS					21%
SUBTOTAL MATERIALS					\$0.00
1					
MARK-UP ON SERVICES					21%
SUBTOTAL SERVICES					\$0.00
MARK-UP ON SUBCONTRACTORS					12%
SUBTOTAL SUB-CONTRACTOR COST					\$19,237.87
GRAND TOTAL					\$19,237.87



Landscape Proposal

Re: Edgewood Community Park ASI 01

Date: 3/11/2021

We respectfully submit the following proposal for your consideration on the above referenced project as per plan & specification with exclusions and stipulations as noted below. Any items listed on the plans sheets and not covered within the spec sections listed below should not be considered part of this bid. Project is bid using **PREVAILING** wages. Please notify us if you are signatory to the laborer's union and require union labor pricing.

Plan numbers: L2.0, L3.0, L4.0 (Details 1 & 5 only), L5.0-L5.5, L6.0-L6.4

Plans Dated: 1/29/2021, 7/22/2020

Addendums Reviewed: 1, 2, 3, 4, ASI 01

Addendums Bid: ASI 01

The scope of work and cost included in this proposal is limited to the specification sections listed below as they pertain to the plan sheets identified above:

SECTION NUMBER: 328400 Irrigation

STIPULATIONS:

1. *General Stipulations.*
2. *Automatic control valve type, bid per legend.*

EXCLUSIONS:

1. *Exclusions.*
2. *Excludes import sand bedding*

ASI 01 Add:	\$18,012.00
Credit for removal of trees:	(\$402.00)
Net change:	\$17,610.00

Thank you for your consideration regarding this project.

Please direct estimating calls to 253-536-9393 ext 101. Fax 253-535-3053.

Sincerely,
Keegan Griffith



CHANGE REQUEST

General:
PM: Debbie Pierson

02
W20-060

Plan Revision: Eliminate Branch Circuit Connection to Calsense Controller for parking lot and playground lighting control.

DATE: 2/22/2021

Description of Change: *Note: This proposal is based solely upon the usual cost elements such as labor, materials, normal markups. It does not include costs associated with changes in work sequence, delays, disruptions, rescheduling, extended overhead, acceleration, and/or impact costs. TSI expressly reserves the right to make claims for any and all of these related items of cost prior to any final settlement of this contract.*

[illegible]

HOURS MULTIPLIED BY BURDENED RATE
MARK UP APPLIED TO LABOR
TOTAL LABOR COST

\$	87.19	(326.96)
	15.00%	(49.04)
		(376.01)

MATERIAL TOTAL
MARK UP APPLIED TO MATERIAL

15.00%
(49.85)
(7.48)

**TOTAL EQUIPMENT
MARK UP APPLIED TO EQUIPMENT**

15.00%

**TOTAL SUBCONTRACTOR
MARK UP APPLIED TO SUBCONTRACTOR**

SUB TOTAL

(433.33)

WSST

0.00%

TOTAL OF CHANGE REQUEST

\$ (433.33)

CHANGE ORDER

Project Title Edgewood Community Park
Owner City of Edgewood **Contractor Name** Active Construction
Change Order No. 1B **Contractor Address** 5110 River Road East
Tacoma, WA 98443
Change Order Date March 26, 2021

The following changes are hereby made to the Contract Documents:

SCHEDULE B: EDGEWOOD COMMUNITY PARKS

ITEM 1B: Alignment Change and Unmarked/Unforeseen Utility Conflicts

Revise the sewer alignment to the West side of Meridian Avenue to avoid a gas line conflict. Compensate for additional time, materials, equipment, and subcontractors to locate and avoid existing unmarked franchise and private utilities. This change order represents all additional costs and claims in completing the Schedule B work.

The following payment items are added to the Contract:

No.	Description	Quantity	Unit Price	Total
1B	Change Order 1B	1 LS	\$280,000.00	\$280,000.00

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.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):\$3,254,340.00
Current Contract Amount, as adjusted by previous change orders:\$3,295,425.00
The Contract Amount due to this Change Order will be increased by:\$280,000.00
The new Contract Amount (without tax) due to this Change Order will be:.....\$3,575,425.00

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 0 working days.

The Physical Completion Contract Time will be increased by 0 working days, for a total of 150 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.

**ACTIVE
CONSTRUCTION
INCORPORATED
(ACCEPTED)**



Date 3/25/21

**CITY OF EDGEWOOD
(ACCEPTED)**

_____ Date _____



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Ordinance - 2021 Budget Amendment No. 2	Agenda Item #: 2.I
	For Agenda of: 4/6/2021
	Prepared by: Dave Gray
Attachments (list): 1. Ord No 21-XXXX Budget Amendment No 2 2. 2021 BA No. 2 Exhibit A	
Approval of Materials: Dave Gray Rachel Pitzel 4/1/2021 Dave Gray 4/1/2021 Daryl Eidinger 4/1/2021	Expenditure Required: \$266,440.00 Amount Budgeted: Not previously appropriated in the original authorized budget nor in Budget Amendment No. 1. Timeline: Study Session Labor Discussion on March 30, 2021 Study Session for Presentation of the Budget Amendment Ordinance on April 6, 2021 Regular Council Meeting for potential Council Action on April 13, 2021

Summary Statement:

The Mayor's original 2021 Budget proposal contained an appropriation ask for two new job titles to enable promotions to recognize work performance being produced and better position City Staff to deliver needed services, converted a half time inspector position to full time and asked to add three new full time positions, one of which would be funded at mid year. At the Regular Council Meeting of December 8, 2020 Council my majority vote appropriated a budget with the modification to the proposed labor model, removing the promotional positions and the three new employee positions. The majority further requested the Mayor return the new position labor model for discussion and consideration at the end of the first quarter of 2021, when they would be in a better position to assess the full impact of the World Wide Pandemic created by Covid-19 on the City's development activity and financial condition. That review and discussion occurred in a Study Session on March 30, 2021. Council requested the Mayor create a Budget Amendment by which Council could consider and potentially act to appropriate funding three newly authorized full time positions, one of which funding is authorized as of July 1, 2021 (per the Mayor's original proposed 2021 labor model).

Item History:

Recommended Action:

Review the attached Budget Amendment No. 2 Ordinance and Amended Labor Model Exhibit A for discussion.

Fiscal Note/Consideration:

The addition of the newly authorized positions in 2021 will not create a full year expenditure impact to the City's operating budget due to the fact that two of the positions will not be onboarded until sometime in the second quarter, and the third position was originally, and will continue to be hired no earlier than July 1st. The total cost of compensation to the City for a full year, using the 2021 authorized Salary Schedule and Schedule of Benefits for all positions hired at step 3 with full family medical, dental and vision would be \$371,363. The two immediate hire positions are Administrative Assistant and Associate/Senior Engineer. The July 1 hire position is a Maintenance Tech 1.

ORDINANCE NO. 21-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AMENDING THE BUDGET FOR THE 2021 FISCAL YEAR, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

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

WHEREAS, the City of Edgewood established its 2021 Budget in Ordinance No. 20-0593, amended by Ordinance No. 21-0602; and

WHEREAS, the City Council desires to further amend the 2021 Budget to reflect the appropriation of three newly authorized positions to the 2021 labor model;

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

Section 1. Amending 2021 Budget. The 2021 Budget approved with Ordinance 20-0593, as amended by Ordinance 21-0602, is further amended by replacing the amended labor model with the revised labor model, attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Direction to Staff: Staff is hereby authorized and instructed to make the necessary changes to the printed form of the 2021 Budget to reflect the above amendments.

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

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

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

PASSED BY THE CITY COUNCIL THIS 13TH DAY OF APRIL, 2021.

Mayor, Daryl Eidinger

Attest/Authenticated:

City Clerk, Rachel Pitzel, CMC

Approved As To Form:

City Attorney Ann Marie Soto

Date of Publication: *April 15, 2021*

Effective Date: *April 20, 2021*

COE 2021 Budget Salary and Benefit : Budget Amendment No. 2 EXHIBIT A

2020 Wage Rate w/ Steps 6 & 7 Added + 1.9% 2021 COLA All Steps

Position	% Total FTE	1st Base Salary/Rate	No of Months/ Hours	2nd Base Salary	No of Months	Yearly Salary	COLA	Total Salary	Social Security Replace	Medicare	Pension	Unempl	Wkmn Comp	Med	Dent	Vision	LTD	Total Ben	TCC (TOTAL WAGE & BENEFIT)
Administrative Assistant	1.00	4,782	6	4,929	3	43,479	0	43,479	2,696	630	5,617	261	283	27,018	2,013	307	350	39,174	82,653
Accounting/Administrative Tech	1.00	5,256	6	5,419	6	64,050	0	64,050	3,971	929	8,275	384	283	3,600	0	0	0	17,442	81,492
Public Works Maintenance Tech 1	1.00	4,945	6	0	0	29,670	0	29,670	1,840	430	3,833	178	1,888	13,509	1,006	153	182	23,019	52,689
Public Works Maintenance Tech 2	1.00	5,480	6	5,649	6	66,774	0	66,774	4,140	968	8,627	401	1,888	16,069	2,013	307	363	34,776	101,550
Public Works Maintenance Tech 2	1.00	5,480	6	5,649	6	66,774	0	66,774	4,140	968	8,627	401	1,888	17,108	1,286	204	363	34,986	101,760
Planning Tech	1.00	5,772	4	5,950	8	70,688	0	70,688	4,383	1,025	9,133	424	283	8,518	680	102	350	24,898	95,586
Development Review Coordinator	1.00	6,677	6	6,884	6	81,366	0	81,366	5,045	1,180	10,512	488	283	12,750	2,013	204	419	32,894	114,260
Associate Planner/Community Engagement	1.00	6,677	6	6,884	6	81,366	0	81,366	5,045	1,180	10,512	488	283	8,518	680	102	419	27,227	108,593
Field Supervisor	1.00	6,677	6	6,677	0	40,062	0	40,062	2,484	581	5,176	240	1,888	21,340	2,013	204	442	34,368	74,430
Engineering Tech	1.00	6,884	6	7,096	6	83,880	0	83,880	5,201	1,216	10,837	503	1,888	21,340	2,013	307	0	43,304	127,184
Associate Planner/GIS	1.00	7,096	6	7,316	6	86,472	0	86,472	5,361	1,254	11,172	519	283	8,518	680	102	470	28,359	114,831
Combination Inspector	1.00	7,324	6	7,551	6	89,250	0	89,250	5,534	1,294	11,531	536	1,888	27,018	2,013	307	499	50,618	139,868
Communication Coordinator/Deputy Clerk	1.00	7,551	6	7,784	6	92,010	0	92,010	5,705	1,334	11,888	552	283	21,340	2,013	307	499	43,919	135,929
Code Compliance Manager	1.00	7,637	6	7,873	6	93,060	0	93,060	5,770	1,349	12,023	558	283	17,108	2,013	204	470	39,779	132,839
Accounting Manager	1.00	7,637	6	7,873	6	93,060	0	93,060	5,770	1,349	12,023	558	283	27,018	2,013	307	504	49,825	142,885
Office Manager	1.00	7,637	6	7,873	6	93,060	0	93,060	5,770	1,349	12,023	558	283	8,518	2,013	204	504	31,223	124,283
Plans Examiner/Inspector	1.00	8,117	6	8,368	6	98,910	0	98,910	6,132	1,434	12,779	593	1,888	17,108	1,286	204	537	41,963	140,873
Plans Examiner/Inspector	1.00	8,117	6	8,368	6	98,910	0	98,910	6,132	1,434	12,779	593	1,888	21,340	2,013	307	537	47,023	145,933
Senior Planner	1.00	8,433	6	8,694	4	85,374	0	85,374	5,293	1,238	11,030	512	283	27,018	2,013	307	559	48,252	133,626
Planning Manager	1.00	9,253	6	9,539	6	112,752	0	112,752	6,991	1,635	14,568	677	283	12,750	2,013	204	593	39,713	152,465
Building Official	1.00	9,539	6	9,834	6	116,238	0	116,238	7,207	1,685	15,018	697	283	27,018	2,013	307	611	54,838	171,076
Associate/Senior Engineer	1.00	9,157	6	9,440	3	83,262	0	83,262	5,162	1,207	10,757	500	283	27,018	2,013	307	590	47,836	131,098
Public Works Superintendent	1.00	8,615	6	8,882	4	87,218	0	87,218	5,408	1,265	0	523	1,888	17,108	1,286	204	231	27,912	115,130
City Engineer	1.00	9,844	6	10,148	6	119,952	0	119,952	7,437	1,739	15,498	720	283	27,018	2,013	307	650	55,663	175,615
City Clerk/HR Director	1.00	10,856	6	11,192	6	132,288	0	132,288	8,202	1,918	17,092	794	283	21,340	2,013	307	717	52,663	184,951
Com. & Econ Development Director	1.00	11,538	6	11,895	6	140,598	0	140,598	8,717	2,039	18,165	844	283	27,018	2,013	307	762	60,146	200,744
Public Works Director/PE	1.00	11,538	6	11,895	6	140,598	0	140,598	8,717	2,039	18,165	844	283	17,108	1,286	204	764	49,409	190,007
Information Technology Director	1.00	11,538	6	11,895	6	140,598	0	140,598	8,717	2,039	18,165	844	283	27,018	2,013	307	762	60,146	200,744
ACA/Finance Director	1.00	12,564	6	12,952	6	153,096	0	153,096	9,492	2,220	19,780	919	283	8,518	680	102	829	42,822	195,918
Staff Total	29.00					2,684,815	0	2,684,815	166,459	38,930	335,610	16,109	22,644	536,668	47,111	6,694	13,978	1,184,201	3,869,016
Mayor	1.00	8,200	12	0	0	98,400	0	98,400	6,101	1,427			283	17,108	1,286	204	441	26,849	125,249
7 Members of Council	7.00	750	12	0	0	63,000		63,000	819	914			99					1,831	64,831
Elected Total	8.00					161,400	0	161,400	6,920	2,340	0	0	381	17,108	1,286	204	441	28,680	190,080
City Grand Total						2,846,215	0	2,846,215	173,378	41,270	335,610	16,109	23,025	553,776	48,397	6,898	14,418	1,212,882	4,059,097