



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, October 5, 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 – Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- B.** Discussion – Resolution – South Sound Housing Affordability Partners (SSHA³P)
- C.** Discussion – Resolution – Council Rules of Procedure – Council Liaisons Roles and Responsibilities
- D.** Discussion – Ordinance – Title 18 – Transitional Housing Code Amendments
- E.** Discussion – SMAP Project Update
- F.** Discussion – 24th & Meridian Sidewalks – Change Order #7
- G.** Discussion – Resolution – DD21 Maintenance Contract Change Order
- H.** Discussion – Resolution – 132nd & 53rd Drainage Improvements Contract
- I.** Discussion – Resolution – SR 161 and Emerald St. Signal Improvements Project Contract
- J.** Discussion – Revenues for 2022 and Property Tax
- K.** Discussion – Resolution – Mortenson Farm Deed

3. OTHER COUNCIL ITEMS

4. ADJOURN

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.A
	For Agenda of: 10/5/2021
	Prepared by: Daryl Eidinge
Attachments (list):	
Approval of Materials: Daryl Eidinge Rachel Pitzel 9/30/2021 Dave Gray 9/30/2021 Daryl Eidinge 9/30/2021	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.
 Councilmember West will provide updates on advisory/board/commission progress, and Councilmember Tomyne will provide updates on upcoming presentations and community connections.

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
- 04/06/2021 Study Session
- 04/12/2021 Council Subcommittee Meeting
- 04/20/2021 Study Session

05/04/2021 Study Session
05/10/2021 Council Subcommittee Meeting
05/11/2021 Regular Council Meeting to discuss alternates to Subcommittee
05/18/2021 Study Session
06/01/2021 Study Session
06/08/2021 Council Subcommittee Meeting
06/15/2021 Study Session
06/29/2021 Study Session
07/06/2021 Study Session
07/13/2021 Council Subcommittee Meeting
07/20/2021 Study Session
08/03/2021 Study Session
08/10/2021 Council Subcommittee Meeting
08/17/2021 Study Session
08/31/2021 Study Session
09/14/2021 Council Subcommittee Meeting

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – South Sound Housing Affordability Partners (SSHA ³ P)	Agenda Item #: 2.B
	For Agenda of: 10/5/2021
	Prepared by: Daryl Eiding
Attachments (list): 1. RESOLUTION NO. 21-0571, AUTHORIZING MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT FOR SSHA3P SOUTH SOUND HOUSING AFFORDABILITY PARTNERS 2. SSHAP Intergovernmental Agreement 07.09.21 v15 track changes 3. SSHAP Intergovernmental Agreement 07.09.21 Clean Final Draft 4. FW_ Regional and multijurisdictional housing work 5. SSHAP regional housing strategy 6. SSHAP Memo for 10-5 CC Discussion_ 9-16-21 7. Edgewood Council Meeting 7.20.2021	
Approval of Materials: Daryl Eiding Rachel Pitzel 9/29/2021 Dave Gray 9/29/2021 Daryl Eiding 9/30/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 07/20/2021 SS Discussion 07/27/2021 RCM Consent Agenda

Summary Statement:

For the past two years Pierce County mayors, officials and Tacoma have been working on how to deal with housing shortages and affordability in our county. They have formed the group SSHA³P, and are looking to have a joint effort to work for solutions and possible legislative and grant support for their efforts. Joining this group would allow the City of Edgewood to have a seat at the table for any further decisions that will affect the region as a whole.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Resolution – South Sound Housing Affordability Partners (SSHA³P)

Fiscal Note/Consideration:

RESOLUTION NO. 21-0571

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT FOR SSHA³P SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

WHEREAS, the recent increases in the cost to purchase or rent housing in Pierce County has resulted in more than one-third of all households in the county considered cost-burdened, paying more than 30% of their income for housing costs; and

WHEREAS, in the past decade increases in Pierce County median home sales prices (108%) and rental rates (78%) have dramatically outpaced the increases in median household incomes (10%); and

WHEREAS, the recent global pandemic has placed new pressures on the housing market, with the economic downturn resulting in many households unable to afford rent or mortgage payments, anticipated increases in the number of evictions and foreclosures (including among those small rental property owners who have not been receiving rental payments), and at the same time increased demand for purchasing homes due to historically low interest rates and the large increase in the number of those now working remotely; and

WHEREAS, Pierce County, several Pierce County cities, and the Puyallup Tribe of Indians (collectively, the “Parties”) formed a steering committee to explore developing a regional coalition around housing affordability; and

WHEREAS, the Parties have a common goal to ensure the availability of housing that meets the needs of residents and workers at all income levels in Pierce County, including but not limited to families, veterans, and seniors; and

WHEREAS, the Parties share a common goal to eliminate housing inequities for all races, ethnicities and other vulnerable or marginalized communities and geographic locations in Pierce County; and

WHEREAS, the Parties wish to provide a sound base of housing policies and programs in Pierce County and to complement the efforts of local governments and existing public and private organizations to address housing needs in Pierce County; and

WHEREAS, the Parties wish to act cooperatively to formulate policies that create access to affordable/attainable housing policies and strategies that address housing stability by helping homeowners and renters stay in their homes, ensure an ample housing supply that remains affordable for all income levels, provide incentives for affordable/attainable housing for lower and middle income households, foster efforts to preserve and provide access to affordable/attainable housing by combining public funding with private-sector resources, and support implementation

of the goals of the Washington State (the “State”) Growth Management Act, related countywide planning policies, and other local policies and programs relating to providing access to affordable and attainable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and effective way for the Parties to address access to affordable and attainable housing needs in Pierce County is through cooperative action and pooling their resources to create a larger scale of activities than any one Party could accomplish on their own, achieve economies of scale, and leverage other public and private resources; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable/attainable-housing-related services; and

WHEREAS, a cooperative work plan with a primary focus on the production and preservation of affordable/attainable housing, is needed because the lack of access to affordable/attainable housing is one of the key contributors to homelessness;

WHEREAS, the Parties are each empowered to promote the public health, safety, and welfare, pursuant to RCW 36.32.120(7), RCW 35.22.195, and RCW 35A.11.020; and

WHEREAS, the Parties are authorized by Revised Code of Washington 39.34 to enter into agreements for the joint exercise of governmental powers; and

WHEREAS, the Edgewood City Council has determined it is in the best interests of the City and its citizens to join in the South Sound Housing Affordability Partnership intergovernmental agreement; and

WHEREAS, on July 20, 2021, the Edgewood City Council considered this matter in a study session; and

WHEREAS, on July 27, 2021, the Edgewood City Council took final action on this Resolution during its regular meeting; and

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

Section 1. SSHA³P Agreement Authorized. The City Council authorizes the Mayor to execute the Intergovernmental Agreement for SSHA³P South Sound Housing Affordability Partners in substantially the same form as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

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

ADOPTED THIS ~~27th~~12TH DAY OF ~~JULY~~OCTOBER, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

**Intergovernmental Agreement for SSHA³P
South Sound Housing Affordability Partners**

(Effective Date: **Date of Execution**)

This Intergovernmental Agreement ("Agreement") is entered into by and between the Cities of **??**, Pierce County (each municipal corporations and political subdivisions of the State of Washington), and the Puyallup Tribe of Indians, a federally-recognized Indian tribe (the Tribe) Individually each member of SSHA³P is a "Party" and collectively, the "Parties". This Agreement relates to the creation and operation of a joint undertaking among the Parties hereto to be known as the South Sound Housing Affordability Partners ("SSHA³P"). This Agreement is made pursuant to the Intergovernmental—Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each government.

WHEREAS, the recent increases in the cost to purchase or rent housing in Pierce County has resulted in more than one-third of all households in the county considered cost-burdened, paying more than 30% of their income for housing costs; and

WHEREAS, in the past decade increases in Pierce County median home sales prices (108%) and rental rates (78%) have dramatically outpaced the increases in median household incomes (10%); and

WHEREAS, the recent global pandemic has placed new pressures on the housing market, with the economic downturn ~~turnown~~ resulting in many households unable to afford rent or mortgage payments, anticipated increases in the number of evictions and foreclosures (including among those small rental property owners who have not been receiving rental payments), and at the same time increased demand for purchasing homes due to historically low interest rates and the large increase in the number of those now working remotely; and

WHEREAS, the Parties have a common goal to ensure the availability of housing that meets the needs of residents and workers at all income levels in Pierce County, including but not limited to families, veterans, and seniors; and

WHEREAS, the Parties share a common goal to eliminate housing inequities for all races, ethnicities and other vulnerable or

marginalized communities and geographic locations in Pierce County; and

WHEREAS, the Parties wish to provide a sound base of housing policies and programs in Pierce County and to complement the efforts of local governments and existing public and private organizations to address housing needs in Pierce County; and

WHEREAS, the Parties wish to act cooperatively to formulate policies that create access to affordable/attainable housing policies and strategies that address housing stability by helping homeowners and renters stay in their homes, ensure an ample housing supply that remains affordable for all income levels, provide incentives for affordable/attainable housing for lower and middle income households, foster efforts to preserve and provide access to affordable/attainable housing by combining public funding with private-sector resources, and support implementation of the goals of the Washington State (the "State") Growth Management Act, related countywide planning policies, and other local policies and programs relating to providing access to affordable and attainable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and effective way for the Parties to address access to affordable and attainable housing needs in Pierce County is through cooperative action and pooling their resources to create a larger scale of activities than any one Party could accomplish on their own, achieve economies of scale, and leverage other public and private resources; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable/attainable-housing-related services; and

WHEREAS, a cooperative work plan with a primary focus on the production and preservation of affordable/attainable housing, is needed because the lack of access to affordable/attainable housing is one of the key contributors to homelessness;

WHEREAS, the Parties are each empowered to promote the public health, safety, and welfare, pursuant to RCW 36.32.120(7), RCW 35.22.195, and RCW 35A.11.020; and

WHEREAS, the parties are authorized by Revised Code of Washington 39.34 to enter into agreements for the joint exercise of governmental powers.

NOW, THEREFORE, ~~in consideration of the mutual promises, benefits and covenants contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged,~~ the Parties agree to the above Recitals and the following terms and conditions:

1. DEFINITIONS. The following terms used in this Agreement are defined as follows:

a. *Administering Agency* - One or more of the Parties that will provide administrative support services on behalf of SSHA³P. The role of the Administering Agency will be to serve as the fiscal agent for SSHA³P, in accordance with the requirements of chapter 39.34 RCW, and provide space and administrative support for the SSHA³P staff. These roles could be provided by one Party or the roles could be split and provided by two Parties.

b. *Advisory Board* - A board consisting of 15 to 20 community members and/or key stakeholders appointed by the Executive Board to provide advice and recommendations to the Executive Board on policy needs related to housing stability, program design and development, land and/or funding resource allocation for enhancing access to affordable/attainable housing projects, and other immediate affordable/attainable housing needs, and to provide public education and community outreach support.

c. *Area of Activity* - The area in Pierce County where SSHA³P is expected to conduct its work, and where future expansion of SSHA³P membership could occur, as further described in Exhibit A.

d. *Direct Service Housing* - Direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs.

e. *Executive Board* - The governing board for SSHA³P comprised of members as provided herein, which will act on behalf of all Parties and as may be in the best interest of SSHA³P in order to carry out the purposes of this Agreement.

ef. *SSHA³P Fund* - A fiduciary special-fund established by the Administering Agency, as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHA³P Executive Board". Within the SSHA³P Fund may be established various ~~accounts~~-subfunds and/or subaccounts including but not limited to a "SSHA³P Operating Account" and a "Housing Capital Funds Account".

i. *SSHA³P Operating Account* - A ~~sub~~ subaccount or subfund created by the Administering Agency for the receipt of contributions from the Parties and other private or public entities, for the purpose of paying for the operations of and supporting the SSHA³P annual budget.

ii. *Housing Capital Funds Account* - A ~~sub~~ subaccount or subfund established by the Administering Agency within the SSHA³P Fund for the purpose of administering the voluntary contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHA³P Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency.

iii. *Individual Account(s)* - One or more subaccounts or subfunds established within the Housing Capital Funds Account for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

~~fg.~~ *SSHA³P Executive Manager* - The managing lead staff for SSHA³P, ~~reporting to the Executive Board,~~ will be responsible for carrying out the SSHA³P annual work plan, as developed by the Executive Board, and other terms of this Agreement. The Executive Manager will be an employee of the Administering Agency subject to the human resource rules and requirements of that agency.

~~gh.~~ *SSHA³P Staff* - The full-time and part-time staff hired or assigned by the Administering Agency with the responsibility for carrying out the SSHA³P work plan, under the direction of the SSHA³P Executive Manager.

2. PURPOSE. All Parties to this Agreement have responsibility for local, regional and tribal planning for the provision of housing affordable to residents that work and/or live in Pierce County. The Parties agree to act cooperatively to formulate housing policies that address access to affordable/attainable housing, housing stability and to foster efforts to preserve and create affordable/attainable housing by combining public funding or other resources with private-sector resources. In order to accomplish the purposes of this Agreement, the Parties agree to create a joint, voluntary and cooperative undertaking responsible for administering the activities described herein. The cooperative undertaking among the Parties will be

called the South Sound Housing Affordability Partners ("SSHA³P"). The Parties further intend that this Agreement serve as a framework for all participating municipalities within the broader SSHA³P Area of Activity to do the aforementioned work. It is the intent of the Parties to create a collaboration that involves members representing broad geographic diversity across the county, governments of different sizes, and regional perspectives about affordable, attainable and accessible housing needs and solutions. The Parties encourage other cities and tribes and other public and private entities in Pierce County within the SSHA³P Area of Activity to join the Parties in this endeavor.

3. STRUCTURE; CREATION OF JOINT BOARD. By executing this Agreement, the Parties hereto create a joint board pursuant to RCW 39.34.030(4) to govern SSHA³P. The joint board created by this Agreement will be called the "Executive Board" and will be composed of members as provided for in Section 5.a of this Agreement. The Joint Board created in this Agreement is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3). The Executive Board will act on behalf of all Parties and as may be in the best interest of SSHA³P in order to carry out the purposes of this Agreement. The Executive Board is not authorized to own assets or have employees.

4. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of SSHA³P and this Agreement, the Executive Board will have the responsibility and authority to:

a. Create and implement an annual work plan approved by the Executive Board to guide the work of SSHA³P Staff. The work plan will include activities that may benefit multiple participating jurisdictions or individual jurisdictions. The work plan activities will be consistent with the purpose described in this Agreement. The Executive Board will determine how it will track, monitor and report on progress on the work plan and the timeliness of deliverables. For purposes of accountability and transparency, this will include methods for timely reporting to members and to the public.

b. Make decisions regarding the allocation of public and private funding deposited into the SSHA³P Housing Capital Funds Account for the purpose of enhancing access to affordable/attainable housing.

c. Direct—Recommend to the Administering Agency to enter into agreements with third parties for the use and application of public and private funds contributed by individual

Parties to the SSHA³P Fund, including the Housing Capital Funds Account established in Section 14, under terms and conditions as may be agreed by the individual contributing Parties, as further described in Section 14. At least annually, report to the Parties on the geographic distribution of all housing capital funds as recommended by the SSHA³P Executive Board.

d. Guide the SSHA³P Staff in the performance of the following duties:

- i. Provide recommendations to the Parties regarding local and regional policies to improve access to affordable/attainable housing. SSHA³P Staff may assist the Parties in developing strategies and programs to achieve State Growth Management Act housing goals, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans, as appropriate.
- ii. SSHA³P Staff may provide technical assistance as requested to any Party considering adoption of land use incentives or requirements, or programs to enhance access to affordable/ attainable housing. SSHA³P Staff may research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils on request by a Party. SSHA³P Staff may assist Parties in developing strategies and programs to implement county-wide affordable/attainable housing policies to meet State Growth Management Act objectives, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans for an equitable and rational distribution of low- and moderate-income housing.
- iii. Facilitate cooperation between the private and public sector with regard to the provision of and access to affordable/attainable housing. SSHA³P Staff may communicate directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable/attainable housing projects. SSHA³P Staff may work directly with any Party to provide technical assistance with regard to the public funding of affordable/attainable housing projects and the

implementation of affordable/attainable housing regulatory agreements for private developments.

- iv. SSHAP Staff may also identify public and private sites that are available for affordable/attainable housing and develop housing alternatives for such sites.
- v. After the Housing Capital Fund is created, develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable/attainable housing, and other documents and procedures as appropriate.
- vi. Provide other technical advice to any Party upon request and, as staff capacity allows, ~~to~~ enter into agreements to provide technical assistance to other public entities on a reimbursable basis.
- vii. Provide support and educational activities and to monitor legislative and regulatory activities and proposed policy changes related to enhancing access to affordable/attainable housing at the county, state and federal levels. Ensure that the Parties to this Agreement have a strong Pierce County voice in federal, state and regional decision making regarding affordable/attainable housing programs, policy and funding. All lobbying activities will comply with state laws and regulations.
- viii. After the Housing Capital Fund is created, develop and carry out procedures for monitoring of affordable/attainable units and to administer direct service housing programs on behalf of any Party. ~~Such direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs.~~
- ix. Work directly with other public and private entities for the development of affordable/attainable housing policies and encourage the provision and preservation of affordable/attainable housing.

- x. Work with the Advisory Board appointed under this Agreement and Pierce County agencies and organizations working on regional housing stability and access to affordable and attainable housing, identify trends and promising practices, and mobilize those agencies and organizations to support Pierce County positions in regional, state and federal decision-making forums.
- xi. Support public and private fundraising efforts of public and private entities (including non-profit corporations) to raise funds to carry out the purposes of this Agreement. Enter into agreements with those entities for the use of such funds in order to carry out the purposes of this Agreement.
- xii. As ~~directed~~ recommended by the Executive Board, accept public and private funding, receive and invest those funds in accordance with State and Federal law, and take other appropriate and necessary action to carry out the purposes of this Agreement.

5. EXECUTIVE BOARD.

a. Membership. SSHAP³ will be governed by an Executive Board composed of individuals who represent the perspectives of their governments.~~have authority to make decisions on the Board on behalf of their governments.~~

- For cities/towns: Members will either be Mayors or, as designated by the Mayor, Council members or a City Manager/Administrator.
- For tribes: Members will be the Tribal Council Chair or a member of the Tribal Council as designated by the Chair.
- For the county: Members will be the County Executive, and the County Council Chair (or their designee).

Each Party will have one vote on the Executive Board. For purposes of voting, the County shall be considered an individual Party and entitled to one vote. The vote will be split equally between the County's two Executive Board members.

Municipalities, local governments, tribes and public agencies within the Area of Activity may become Parties to this Agreement with representation on the Executive Board described in this Section 5, upon satisfaction of the requirements of Section 20.

The Executive Board will administer this cooperative undertaking under the terms of this Agreement and under any procedures adopted by the Executive Board.

b. Officers. The Chair and Vice Chair of the Executive Board will be elected by the members of the Board from the Board membership. The Chair, or in their absence the Vice Chair, will preside over all meetings of the Executive Board; and will, in the absence of an Executive Manager provided for in Section 6 of this Agreement, process issues, organize meetings and provide for administrative support as required by the Executive Board. The Chair will serve a one-year term, but may be reelected by the Executive Board for one additional term.

c. Alternate Member. Each member of the Executive Board may designate one alternate member who will serve in the place of the member on the Executive Board during the member's absence from a meeting. Notice of the designation will be provided to the Chair of the Executive Board. An alternate member may only vote on behalf of the Party if the Chair has received written notice of the alternate's appointment. It is not intended that alternates will serve on the Board in an ongoing capacity.

d. Powers. It is intended that the Executive Board will serve as a decision-making body for SSHAP. The Executive Board will have the power to:

- i. develop and ~~approve~~ recommend an annual budget and annual work plan for SSHAP and oversee the management of the SSHAP Fund;
- ii. adopt procedures for the administration of SSHAP (including securing any necessary legal counsel as needed) and for the conduct of meetings;
- iii. make recommendations to the Parties concerning planning, policy, programs and the funding of projects to enhance access to affordable/attainable housing;
- iv. establish policies for the expenditure of SSHAP budgeted items;
- v. work with the designated Administering Agency (see Section 6) to carry out the terms of this Agreement;
- vi. work with the Administering Agency to establish a special fund within the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHAP Executive Board" ("SSHAP Fund") within which Fund may be established various accounts and subaccounts including but not

- limited to a "SSHA³P Operating Account" (into which will be deposited funding for the SSHA³P operating budget) and a "Housing Capital Funds Account";
- vii. hold regular meetings on those dates and at those places as the Executive Board may designate;
 - viii. recommend that the Administering Agency ~~to~~ enter into contracts and agreements for the provision of personnel and other necessary services to SSHA³P, including accounting and legal services and the purchase of insurance, and authorize ~~advise~~ the Administering Agency to execute such other contracts, agreements or other legal documents necessary with public and private entities for SSHA³P to carry out its purposes;
 - ix. work with the Administering Agency to: establish the responsibilities for the SSHA³P Executive Manager, ~~direct and oversee the Administering Agency in~~ conduct the hiring process and performance review for that position and direct and oversee the activities of the SSHA³P Executive Manager;
 - x. create a recruitment process and appoint members of the Advisory Board;
 - xi. assist with incorporating and/or work with a non-profit corporation to accept grants, donations and other funds on behalf of SSHA³P and ~~direct~~ recommend the Administering Agency to enter into contracts or other agreements with such agency for the use of those funds to carry out the purposes of this Agreement; and
 - i.xii. take whatever other action is necessary to carry out the purposes of this Agreement.

6. ADMINISTRATION AND OVERSIGHT. The Executive Board will have final decision-making authority on behalf of SSHA³P over all legislative priorities and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of SSHA³P to an Executive Manager. The SSHA³P Executive Manager will submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and annually to the legislative body of each Party. The reports and their contents will be in a form acceptable to the Executive Board.

The Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency, which will provide administrative support services on behalf of SSHA³P. Pierce County will be the SSHA³P Administering

~~Agency serving as the fiscal agent (in accordance with the requirements of chapter 39.34 RCW) and providing administrative support services.~~ To change the Administering Agency, the Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency. Each Party that serves in the capacity of Administering Agency hereby agrees to comply with the terms of this Agreement applicable to the Administering Agency in order to permit SSHAP to carry out its purposes. SSHAP will be staffed with personnel funded by the Parties and/or independent contractors contracting with the Administering Agency on behalf of SSHAP.

Any Party providing personnel to SSHAP will remain solely responsible for the continued payment of all compensation and benefits to those personnel as well as for any worker's compensation claims. All Parties will cooperate fully in assisting SSHAP to provide the services authorized in this Agreement.

7. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board will meet as often as it deems necessary, but not less often than quarterly. Executive Board meetings will comply with the requirements of the State Open Public Meetings Act (OPMA).

b. Quorum. A quorum at any meeting of the Executive Board will consist of the Board members (or alternates) who represent a simple majority of the Board's membership. ~~Executive Board members (or alternates) may participate in any meeting by phone and/or video conferencing for all purposes, including but not limited to voting and establishing a quorum.~~

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's ~~membership~~ members present at a meeting, provided however, that a supermajority (two-thirds of all Board members) will be required to change the Administering Agency, or to modify the proposed contribution methodology for dues and assessments (see Section 15). Official action by the Executive Board may be conducted by motion, resolution, declaration, or such means as determined to be necessary by the Executive Board in their procedures for conducting meetings (referred to in 5.d above), provided however, changing the Administering Agency or Agencies shall be completed by resolution. All official action of the Executive Board shall be recorded in its official minutes. Each Executive Board member, or his or her alternate, will have one vote on any proposed action;

except that shared member voting shall be in accordance with the Executive Board's approval under Section 5 (a). Proxy voting will not be allowed. To the extent applicable to meetings of the Executive Board, the Executive Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

8. ADVISORY BOARD.

a. Purpose and Role. The Executive Board will create an Advisory Board to provide advice and recommendations on the work of SSHA³P. Specific objectives shall be to advise the Executive Board regarding: assessment of affordable/attainable housing needs for different populations in Pierce County; the development of policies and/or funding resources to meet those needs; the priorities for allocation of future SSHA³P capital resources to create or preserve access to affordable/attainable housing; input on program design and development related to housing affordability and stability; suggested approaches to federal, state and regional legislative advocacy; and providing support for public education and community outreach activities. The Advisory Board will be created before the end of the first year of SSHA³P operations (with the start of the year defined as the hiring of the SSHA³P Executive Manager).

b. Membership. The Advisory Board will consist of not more than twenty (20) and not less than fifteen (15) community members and/or key stakeholders. The Executive Board will appoint members to the Advisory Board. Appointed members must have knowledge and understanding of affordable/attainable housing and be committed to the furtherance of improving access to affordable/attainable housing for all in Pierce County. Membership should reflect a geographic diversity of Pierce County cities, towns, tribes and unincorporated areas. Membership will reflect one-third consumers of affordable/attainable housing (rental and ownership housing), one-third developers, designers, planners, managers of affordable/attainable housing, and one-third advocates and advisors who work on land use and housing issues.

c. Terms. Appointments will be for a three-year term ~~with service limited to a total of two consecutive terms~~. When the Advisory Board is created, the initial terms of members shall be staggered as follows:

- One-third shall be appointed for a one-year term
- One-third shall be appointed for a two-year term
- One-third shall be appointed for a three-year term

The membership categories of the Advisory Board, described in section 8.b above, will be evenly distributed across the three initial terms.

d. Recruitment and Termination. The Executive Board will adopt procedures for the recruiting, convening and administration of the Advisory Board. A member may be removed from the Advisory Board by the Executive Board with or without cause on a majority vote of membership of the Executive Board.

e. Officers. When the Advisory Board has been duly created, the members shall elect a Chair and Vice Chair, who will be responsible for working with the SSHAP Executive Manager to set agendas and facilitate meetings.

f. Conflict of Interest. ~~Members~~~~No member~~ of the Advisory Board shall comply with Ch. 42.23 RCW, the Code of Ethics for Municipal Officers. ~~may vote on a Board recommendation if the result would financially benefit an agency or organization of which the Member is a decision-making officer, or is in a position of authority or responsibility.~~ It is the responsibility of each Board Member to declare potential conflicts of interest. The Chair shall be responsible for mediating differences of opinion on these matters as they may arise.

9. MEETINGS OF ADVISORY BOARD.

a. Frequency. The Advisory Board will meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Advisory Board will consist of the Board members who represent a simple majority of the Board's membership. Advisory Board members may participate in any meeting by phone and/or video conferencing for all purposes, including but not limited to voting and establishing a quorum.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. Official action by the Advisory Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Advisory Board. Proxy voting is not allowed. To the extent applicable to meetings of the Advisory Board, the Advisory Board will comply with applicable

requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

10. AGREEMENT DURATION. This Agreement will be in full force and effect for a period commencing as provided in Section 34, and ending December 31, 2023. This Agreement will automatically renew for successive two-year terms, unless sooner terminated under the provisions of this Agreement.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement. Parties may consider multiple factors/reasons for termination, including but not limited to the timeliness of work plan deliverables and the sufficiency of dues to support the work plan and SSHA³P staff.

Upon termination of this Agreement, all property acquired during the life of the Agreement will be disposed of in the following manner:

a. all property contributed without charge by any Party will revert to the contributing Party;

b. all property purchased on behalf of SSHA³P after the effective date of this Agreement will be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;

c. except as provided in Subsection d. below, all unexpended or reserve funds will be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated;

d. all uncommitted monies in the Housing Capital Funds Account will be distributed to the Parties by remitting the total uncommitted amounts remaining in each Party's Individual Account (as described in Section 14) to that Party; and

e. each Party that has funded a project through the Housing Capital Funds Account will be substituted for the Administering Agency with regard to all project financing documents, and the Administering Agency will be released from further obligations with respect thereto.

12. WITHDRAWAL. If a Party wishes to withdraw from participation in this Agreement, it may do so after the initial term if its Legislative Body first gives six months advance written notice to the Executive Board of its intention to withdraw, which

notice will be due on or before June 30, 202~~3~~². If notice of an intent to withdraw is timely received, withdrawal will be effective as of 11:59 p.m. on December 31, 2023. The initial members of SSHA³P agree they will participate for at least through the first full term of the collaboration.

After December 31, 2023, an opportunity is provided once per year for a Party to withdraw from this Agreement. Under this provision, advance written notice must be provided from the Legislative Body of any Party to this agreement to the Executive Board on or before June 30, of its intention to withdraw from participation in the Agreement, effective as of 11:59 p.m. on December 31st of that current year.

Any Party withdrawing from this Agreement will remain legally and financially responsible for any obligation incurred by the Party pursuant to the terms of this Agreement, including but not limited to any project financing documents executed by the Administering Agency on behalf of that Party, during the time the withdrawing Party was a member of SSHA³P. A notice of withdrawal may be revoked by the Party that submitted the notice only by approval of a majority of the Executive Board to accept the revocation. Any Party that provides written notice of its intent to withdraw may continue to vote on all matters before the Executive Board prior to the effective date of its withdrawal, except the budget and work plan for the following year.

13. BUDGET. The fiscal year for SSHA³P will be January 1 to December 31 of any year. The first year budget and anticipated second year budget for SSHA³P are attached to this Agreement as Exhibit B and incorporated herein by this reference. Approval of this Agreement by the legislative body of each Party includes approval of the SSHA³P budgets through the first full term of the agreement. For subsequent years, on or before July 1st of each year, a recommended operating budget for SSHA³P for the following budget year will be prepared, reviewed and recommended by the Executive Board and transmitted to each Party. The recommended operating budget will contain an itemization of all categories of budgeted expenses and will contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. Contributions to the SSHA³P annual budget may also come from other public or private entities. The Executive Board will approve acceptance of those contributions.

a. No recommended budget will become effective until approved by the legislative body of each Party and adopted by the Executive Board, except for SSHA³P's first full term (2021, 2022

and 2023). Once the legislative body of each Party has approved its contribution to SSHAP, either separately or through its budget process, and the SSHAP budget has been adopted by the Executive Board, each Party will be obligated to make whatever contribution(s) is budgeted for that Party. If a Party does not approve the budget in a timely manner, the Executive Board may adopt the annual budget and work plan with a two-thirds majority vote.

b. Each Party's contribution(s) will be transmitted to SSHAP on an annual basis no later than the end of the first quarter of each calendar year, unless otherwise provided in the budget document. The Administering Agency will submit invoices to each Party for their annual dues payments. Each Party will specify the amount of its contribution to be deposited by the Administering Agency into the SSHAP Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the SSHAP Housing Capital Funds Account established by Section 14.

c. If any Party is delinquent by more than three months in the payment of its approved operating budget contribution to the SSHAP Operating Account, that Party will not be entitled to vote on matters before the Executive Board until the delinquency has been paid. A Party's decision not to contribute funds to its Individual Account, or its delinquency in funding the same will not affect that Party's voting rights on the Executive Board.

14. HOUSING CAPITAL FUNDS ACCOUNT ESTABLISHED; PROCEDURES FOR ADMINISTERING HOUSING CAPITAL FUNDS ACCOUNT CONTRIBUTIONS. If authorized by resolution of the Executive Board, the Administering Agency may establish and maintain ~~a~~ subaccount or subfund within the SSHAP Fund for the purpose of administering the contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHAP Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency as described in this Agreement.

a. Within the Housing Capital Funds Account, a sub-account or subfund will be established for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Such sub-accounts are collectively referred to as the "Individual Accounts." ~~Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.~~ The Executive Board will work with

the Administering Agency to create policies and procedures for the release of those funds.

b. A subaccount ~~will~~may be established within each Individual Account for each project or program funded in whole or part by a Party from its Individual Account. Such sub-accounts are referred to as "Project Accounts." The intent is to create a structure that enables each Party to easily track the use of their contributed funds.

c. The Administering Agency will maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and will provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may be delegated to the SSHAP Executive Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to SSHAP for deposit in the Housing Capital Funds Account will be held by the Administering Agency on behalf of SSHAP until directed for application by the contributing Party (as described in 14.a. above). Uncommitted funds in an Individual Account will be remitted to the contributing Party within 45 days of receipt of written request from the Party signed by its chief executive officer, or upon the Party's withdrawal from SSHAP in accordance with the terms of Section 12, or on the dissolution of SSHAP per Section 11.

e. Funds held by the Administering Agency on behalf of SSHAP will be subject to laws applicable to public funds, including but not limited to limitations on investments for public funds as provided in State law and the State constitutional limitations on the gifting of public funds. Investment earnings will be credited to each Individual Account and Subaccount on a pro rata basis.

f. The Executive Board will develop standard forms of approvals and agreements to be used in the application of funds contributed to the Housing Capital Funds Account (collectively referred to as "project financing documents"), consistent with the following goals and procedures:

i. The SSHAP Executive Board will authorize the application of specified amounts of Individual Account monies to projects or programs consistent

| with the purpose of the SSHA³P Capital Fund, and will authorize and ~~direct~~recommend the SSHA³P Executive Manager, and the Administering Agency to take such actions as necessary to accomplish this. At least two weeks prior to the Executive Board action they will notify the individual parties whose funds will be used for such projects or programs of the various terms to accompany their authorizations, and will at a minimum include terms related to:

1. amount of funds allocated;
2. project description, including minimum affordability requirements, if any;
3. nature of the funding commitment (loan, grant, or other);
4. in the event the funding commitment is provided as a loan, the general repayment terms including but not limited to the term of the loan and applicable, interest rate(s); and
5. a general description of the security interests, if any, to be recorded in favor of the Party.

- ii. For each individual housing project or program to be funded through the Housing Capital Funds Account, the developer, owner or administrator of such project or program (generally referred to as the "developer"), will enter into the necessary set of agreements (project financing documents) with the Administering Agency. The project financing documents will specify that the Administering Agency is acting as administering agency on behalf of each Party that is providing Housing Capital Funds Account funding to the project or program pursuant to this Agreement and RCW 39.34.030(4), and will identify each participating funding Party. The project financing documents will be consistent with general forms of agreement approved by the Executive Board and the terms and conditions approved by the legislative bodies of the funding Parties. To the extent permitted by law, the project financing agreements will incorporate all terms and conditions relative to the use and (if applicable) repayment of such funds, and provide for transfer of the Housing Capital Funds Account monies from the funding Parties to the developer.

- iii. Funding contributions to, and repayments (if any) from, specific projects and programs will be recorded by the Administering Agency, including recording of monies deposited and withdrawn from each Party's Individual Account and Project Accounts. Repayments (if any) under any project financing agreement will be applied *pro rata* to the funding Parties' Individual Accounts based on the ratio of funding contributed to the project by each Party, unless the funding Parties otherwise agree.
- iv. Unless the Parties funding a project or program through the Housing Capital Funds Account otherwise agree, a default, termination or other action against a developer or other third party may be declared only after securing approval in writing of the chief executive officers of funding Parties which together have contributed not less than 51% of the total SSHAP member funding to the project. The Administering Agency will provide reasonable notice and information regarding the status of projects as necessary to each funding Party's chief executive officer to allow them to make a timely decision in this regard. Funding Parties not consenting to such default, termination or other action will be bound by the decision of the majority. All funding Parties will be obligated on a *pro rata* basis (based on their contributions to the project) to pay to the Administering Agency its reasonable costs and expenses incurred as a result of declaring a default, terminating an agreement or taking other action against a developer or other third party. Any funds recovered through such enforcement proceedings will be allocated to the funding Parties Individual Accounts *pro rata* based on their respective funding contributions to a project.
- v. The Executive Board may from time to time authorize the Administering Agency to administer housing project agreements entered into before the effective date of this Agreement, upon terms consistent with this Agreement and subject to the consent of the Administering Agency and the Parties to such agreements.

15. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Contributions to the SSHA³P Operating fund will be based on groupings of like-sized cities (based on population), or whatever contribution methodology is approved by a two-thirds majority of the Executive Board. Funding for the activities of SSHA³P will be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no dues, charges or assessments will be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party subject to the dues, charges or assessments. An approved budget (the overall revenues and expenditures) will not be modified until approved by the legislative body of each Party and finally adopted by the Executive Board. If a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties. Notwithstanding the foregoing, contributions by a Party to its Individual Account within the Housing Capital Funds Account will be solely within the discretion of that Party and are not considered "dues or assessments."

16. PUBLIC RECORDS REQUESTS. Each party to this agreement shall be responsible for retaining and producing the records it creates, owns or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this Section is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (RCW 42.56), other than as provided for herein.

The Administering Agency shall be responsible for maintaining and storing, in compliance with the state Public Records Act (Chapter 42.56 RCW), those records of the Executive Board and Advisory Committee that are created by the Administering Agency in connection with this Agreement (SSHA³P Records). SSHA³P records may include, but are not limited to, Executive Board and Advisory Committee meeting agendas, meeting summaries, reports, plans, budgets, and other related documents. For purposes of the Public Records Act, the SSHA³P Executive Manager shall serve as the Public Records Officer with respect to requests for SSHA³P records and the Administering Agency shall be responsible for ensuring compliance with RCW 42.56.152 (Training-Public Records Officers). Upon receipt of a request for SSHA³P records, the SSHA³P Executive Manager, serving as the SSHA³P Public Records Officer, shall timely

share the request with the Parties. In the event that the SSHA³P Executive Manager shares a request for SSHA³P records with the Parties, each party notified by the SSHA³P Executive Manager shall cooperate with the SSHA³P Executive Manager as requested to fulfill the request. Parties who receive requests for SSHA³P records or records related to SSHA³P are also encouraged, but not required, to share those with the SSHA³P Executive Manager.

Each party shall indemnify and hold the other party to this Agreement harmless for any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses including reasonable attorney's fees and costs arising from a public records require (collectively "Claims"), to the extent attributed to the indemnitor party's Fault. The term "Fault" as used herein shall have the same meaning as set forth in RCW 4.22.015. This obligation to indemnify and hold the other party harmless shall survive termination of this Agreement.

~~Records of SSHA³P will be held by the Administering Agency, in addition to any records the Parties themselves may retain concerning their participation in SSHA³P. These records may include meeting agendas, meeting summaries, reports, plans, budgets, and other documents.~~

~~When a Party receives a request for records that may be held by the Administering Agency, the Party will refer the request to its own Executive Board member. The Party's Executive Board member will then work with the Administering Agency to gather all responsive records. The Party receiving the request should work with its own public records staff (if any) to describe the request with sufficient specificity to allow the Administrative Agency to identify and provide the records being sought. If any clarification of the request is required, the Party receiving the request will obtain that clarification from the requester. All communication with the requester will be by the Party to whom the request was submitted.~~

~~In consultation with the Administering Agency, it will be the responsibility of the Party to whom the request for records was made to estimate the time it will need to produce responsive records, determine which records are responsive to the request, and address any redactions permitted by law. The Party that receives the request will bear the responsibility of complying with the Public Records Act in relation to its public records.~~

~~Nothing in this Section is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that Party as contemplated by the Public Records Act.~~

17. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Party will indemnify, defend and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. If there is any recovery under this Section, the Party responsible for any wrongful acts or omissions will pay any judgment or lien arising from the acts or omissions, including all costs and other Parties' reasonable attorney's fees. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. If 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 a Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder will be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section will survive the expiration or termination of this Agreement.

c. Each Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency) will give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

18. INSURANCE. The Executive Board, SSHAP Executive Manager and the Administering Agency will take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practice. The Executive Board will determine which, if any, insurance policies

may be reasonably practicably acquired to cover the operations of SSHA³P and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and will direct the acquisition of same.

19. AMENDMENTS. Any amendments to this Agreement must be in writing. This Agreement may be amended upon approval of ~~at least two-thirds of~~ the legislative bodies of all Parties to this Agreement, evidenced by the authorized signatures of those Parties as of the effective date of the amendment. ~~However, any amendment to this Agreement affecting the terms and conditions of membership on the Executive Board, powers of the Executive Board, voting rights of Executive Board members, Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section will require consent of the legislative authorities of all Parties.~~ This Section will not be construed to require amendment of this Agreement for the addition of a new Party contemplated under Section 20 or for any related revision to Executive Board membership authorized in Section 5(a) or Advisory Board membership in Section 8(b). The Executive Board will review this Agreement, no less than every five years, to determine if the purposes of SSHA³P are being achieved and if any amendments or modifications to the Agreement are needed.

20. ADDITIONAL PARTIES. Municipalities, local governments, tribes, and public agencies within the SSHA³P Area of Activity may, on execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement on affirmative vote of at least fifty percent of the Executive Board. The Executive Board will determine by a vote of at least fifty percent of its membership what, if any, funding obligations the additional Party will commit to as a condition of becoming a Party to this Agreement.

21. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement, will not affect the validity of the remaining provisions of the Agreement.

22. CONFLICT RESOLUTION. Whenever any dispute arises between the Parties or between a Party or Parties, the Executive Board, or the Administering Agency (referred to collectively in this Section as the "Parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as

feasible. The meeting will include the Chair of the Executive Board, the SSHA³P Executive Manager, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) will be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute will share equally the costs of mediation and assume their own costs.

23. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Agreement Duration), Section 11 (Termination of Agreement), Section 12 (Withdrawal), Section 16 (Public Records Requests), and Section 17 (Indemnification and Hold Harmless) will remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

24. WAIVER. No term or provision of this Agreement will be deemed waived and no breach excused unless that waiver or consent is in writing and signed by the Party claimed to have waived or consented.

25. SUBSEQUENT BREACH. Waiver of any default will not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties.

26. NOTICE. Any notice to the Executive Board will be in writing and will be addressed to the Chair of the Executive Board and to the SSHA³P Executive Manager. In the absence of a SSHA³P Executive Manager, notice will be given to the chief executive officer of the Administering Agency. Any notice to an Officer or Party will be sent, to the address specified by the chief executive officer of the Party.

27. ASSIGNMENT. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

28. APPLICABLE LAW AND VENUE. This Agreement and any rights, remedies, or obligations provided for in this Agreement will be governed, construed, and enforced in accordance with the substantive and procedural laws of the State. The Parties agree

that the venue for any legal action under this Agreement is in the County in which a project is located, provided that the venue for any legal action against Pierce County may be filed in accordance with RCW 36.01.050.

29. RETAINED RESPONSIBILITY AND AUTHORITY. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable/attainable housing activities.

30. INDEPENDENT CONTRACTORS. Each Party to this Agreement is an independent contractor with respect to the subject matter of this Agreement. No joint venture or partnership is formed as a result of this Agreement.

Nothing in this Agreement will make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party will be deemed, or represent themselves to be, employees of another Party.

31. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party will have any rights under this agreement.

32. NONDISCRIMINATION. The Parties will comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

33. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, will be deemed one integrated Agreement. Parties will submit copies of signed Agreements to the Administering Agency, or to Pierce County before an Administering Agency is selected.

34. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement will become effective (Date of Execution), subject to its approval by the legislative bodies of all jurisdictions who are members of SSHAP as of (Date of Execution), and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source. Although this Agreement may be approved and signed by a Party after the Agreement's effective date, all acts

consistent with the authority of this Agreement that occur on or after , (Date of Execution), are hereby ratified and affirmed, and the terms of this Agreement will be deemed to have applied.

(Signature Page Follows)

Approved and executed this _____ day of _____, 2019.

Name of Party: _____ Approved as to form

By: _____ City Attorney
Its: _____

Exhibit A – SSHA³P Area of Activity (Map)

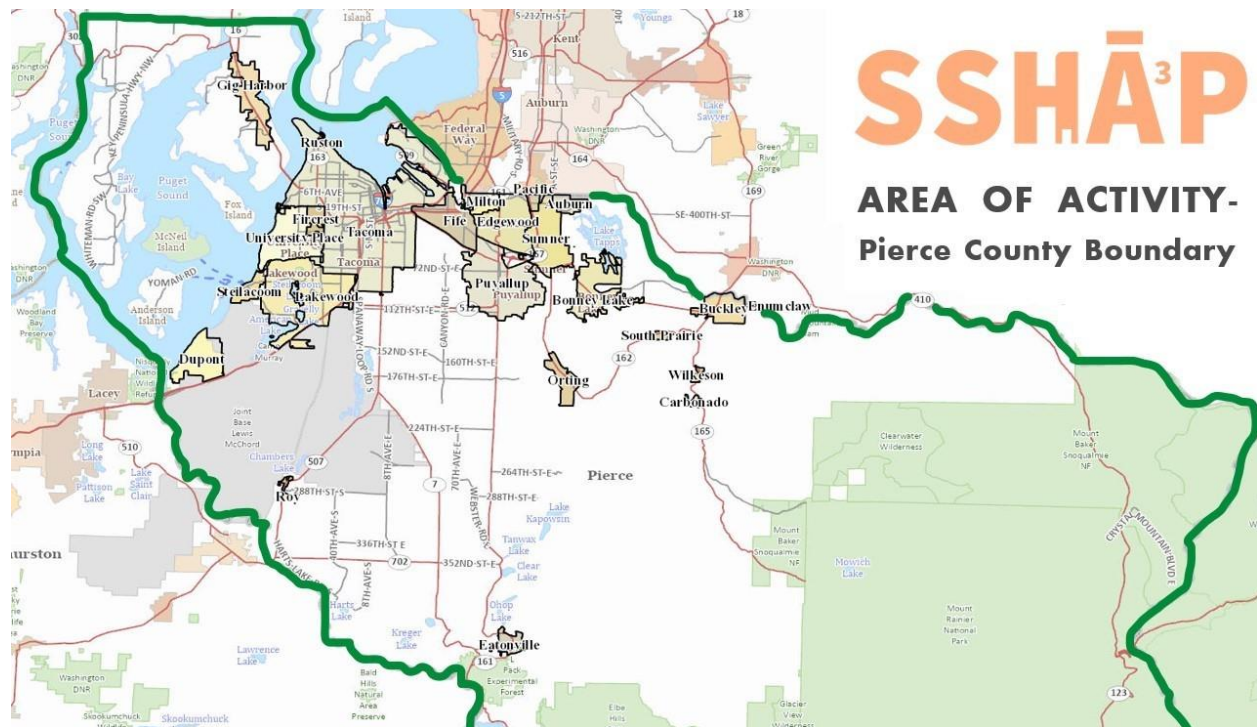


EXHIBIT B – SSHA³P Budgets for First 2.5 Years

NOTE: The following budgets are draft and won't be finalized until the final number of member governments are identified. The numbers may also change depending the amount of outside revenue raised.

The following provides draft budgets for years 1 (6 months of operations) 2 and 3. There are two scenarios: one in which ten governments participate and the other in which 16 governments participate.

DRAFT BUDGET PROPOSAL (10 Governments)**YEAR 1 (2021) - 1 FTE****Funding for 6 Months Operations****Annual Expense Budget**

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Direct Expenses - travel, phone, postage	\$	12,000
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	193,000
10% Overhead/Administration Fee	\$	19,300
TOTAL	\$	212,300
Cost for 6 months of Operations:	\$	106,150

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	92,650
TOTAL	\$	106,150

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 2,250
Fife	10,360	1%	\$ 2,250
Gig Harbor	11,490	1%	\$ 2,250
Lakewood	60,330	7%	\$ 8,500
Puyallup	43,040	5%	\$ 6,500
Puyallup Tribe	6,000	1%	\$ 1,500
Steilacoom	6,555	1%	\$ 1,500
Sumner	10,500	1%	\$ 2,250
Tacoma	214,700	27%	\$ 22,000
Unincorporated Pierce Co	436,840	54%	\$ 46,000
TOTAL	809,865		\$ 95,000

YEAR 2 (2022) - 1.5 FTE
10 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation 2nd yr	\$	67,636
Direct Expenses - travel, phone, postage	\$	12,420
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	266,446
10% Overhead/Administration Fee	\$	26,645
TOTAL	\$	293,090

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	266,090
TOTAL	\$	293,090

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 5,250
Fife	10,360	1%	\$ 5,250
Gig Harbor	11,490	1%	\$ 5,250
Lakewood	60,330	7%	\$ 22,000
Puyallup	43,040	5%	\$ 15,500
Puyallup Tribe	6,000	1%	\$ 4,250
Steilacoom	6,555	1%	\$ 4,250
Sumner	10,500	1%	\$ 5,250
Tacoma	214,700	27%	\$ 66,000
Unincorporated Pierce Co	436,840	54%	\$ 134,000
TOTAL	809,865		\$ 267,000

YEAR 3 (2023) - 1.5 FTE
10 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$	164,969
Administrative & policy support with salary/taxes/benefits/inflation 3rd yr	\$	70,003
Direct Expenses - travel, phone, postage	\$	12,855
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	274,826
10% Overhead/Administration Fee	\$	27,483
TOTAL	\$	302,309

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	275,309
TOTAL	\$	302,309

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 5,434
Fife	10,360	1%	\$ 5,434
Gig Harbor	11,490	1%	\$ 5,434
Lakewood	60,330	7%	\$ 22,770
Puyallup	43,040	5%	\$ 16,043
Puyallup Tribe	6,000	1%	\$ 4,399
Steilacoom	6,555	1%	\$ 4,399
Sumner	10,500	1%	\$ 5,434
Tacoma	214,700	27%	\$ 68,310
Unincorporated Pierce Co	436,840	54%	\$ 138,690
TOTAL	809,865		\$ 276,345

DRAFT BUDGET PROPOSAL (16 Governments)
YEAR 1 (2021) - 1 FTE
Funding for 6 Months Operations

Annual Expense Budget

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Direct Expenses - travel, phone, postage	\$	12,000
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	193,000
10% Overhead/Administration Fee	\$	19,300
TOTAL	\$	212,300
Cost for 6 months of Operations:	\$	106,150

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	92,650
TOTAL	\$	106,150

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 2,000
Dupont	9,605	1%	\$ 2,000
Edgewood	13,000	1%	\$ 2,000
Fife	10,360	1%	\$ 2,000
Fircrest	6,860	1%	\$ 2,000
Gig Harbor	11,490	1%	\$ 2,000
Lakewood	60,330	7%	\$ 7,000
Milton	6,845	1%	\$ 2,000
Orting	8,675	1%	\$ 2,000
Puyallup	43,040	5%	\$ 5,000
Puyallup Tribe	6,000	1%	\$ 1,000
Steilacoom	6,555	1%	\$ 1,000
Sumner	10,500	1%	\$ 2,000
Tacoma	214,700	24%	\$ 20,000
University Place	33,730	4%	\$ 5,000
Unincorporated Pierce Co	436,840	49%	\$ 41,000
TOTAL	888,580		\$ 98,000

YEAR 2 (2022) - 1.5 FTE
16 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation for 2nd year	\$	67,636
Direct Expenses - travel, phone, postage	\$	12,420
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	266,446
10% Overhead/Administration Fee	\$	26,645
TOTAL	\$	293,090

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	266,090
TOTAL	\$	293,090

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,000
Dupont	9,605	1%	\$ 5,000
Edgewood	13,000	1%	\$ 5,000
Fife	10,360	1%	\$ 5,000
Fircrest	6,860	1%	\$ 3,000
Gig Harbor	11,490	1%	\$ 5,000
Lakewood	60,330	7%	\$ 20,000
Milton	6,845	1%	\$ 3,000
Orting	8,675	1%	\$ 5,000
Puyallup	43,040	5%	\$ 12,000
Puyallup Tribe	6,000	1%	\$ 3,000
Steilacoom	6,555	1%	\$ 3,000
Sumner	10,500	1%	\$ 5,000
Tacoma	214,700	24%	\$ 60,000
University Place	33,730	4%	\$ 12,000
Unincorporated Pierce Co	436,840	49%	\$ 120,000
TOTAL	888,580		\$ 271,000

YEAR 3 (2023) - 1.5 FTE
16 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$ 164,969
Administrative & policy support with salary/taxes/benefits/inflation for 3rd year	\$ 70,003
Direct Expenses - travel, phone, postage	\$ 12,855
Insurance	\$ 15,000
Space	\$ 12,000
SubTotal	\$ 274,826
10% Overhead/Administration Fee	\$ 27,483
TOTAL	\$ 302,309

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$ 15,000
Office Space (in-kind donation)	\$ 12,000
Shared among participating governments (see below)	\$ 275,309
TOTAL	\$ 302,309

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,175
Dupont	9,605	1%	\$ 5,175
Edgewood	13,000	1%	\$ 5,175
Fife	10,360	1%	\$ 5,175
Fircrest	6,860	1%	\$ 3,105
Gig Harbor	11,490	1%	\$ 5,175
Lakewood	60,330	7%	\$ 20,700
Milton	6,845	1%	\$ 3,105
Orting	8,675	1%	\$ 5,175
Puyallup	43,040	5%	\$ 12,420
Puyallup Tribe	6,000	1%	\$ 3,105
Steilacoom	6,555	1%	\$ 3,105
Sumner	10,500	1%	\$ 5,175
Tacoma	214,700	24%	\$ 62,100
University Place	33,730	4%	\$ 12,420
Unincorporated Pierce Co	436,840	49%	\$ 124,200
TOTAL	888,580		\$ 280,485

**Intergovernmental Agreement for SSHA³P
South Sound Housing Affordability Partners**

(Effective Date: **Date of Execution**)

This Intergovernmental Agreement ("Agreement") is entered into by and between the Cities of **??**, Pierce County (each municipal corporations and political subdivisions of the State of Washington), and the Puyallup Tribe of Indians, a **federally-recognized Indian tribe** (the Tribe) Individually each member of SSHA³P is a "Party" and collectively, the "Parties". This Agreement relates to the creation and operation of a joint undertaking among the Parties hereto to be known as the South Sound Housing Affordability Partners ("SSHA³P"). This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each government.

WHEREAS, the recent increases in the cost to purchase or rent housing in Pierce County has resulted in more than one-third of all households in the county considered cost-burdened, paying more than 30% of their income for housing costs; and

WHEREAS, in the past decade increases in Pierce County median home sales prices (108%) and rental rates (78%) have dramatically outpaced the increases in median household incomes (10%); and

WHEREAS, the recent global pandemic has placed new pressures on the housing market, with the economic downturn resulting in many households unable to afford rent or mortgage payments, anticipated increases in the number of evictions and foreclosures (including among those small rental property owners who have not been receiving rental payments), and at the same time increased demand for purchasing homes due to historically low interest rates and the large increase in the number of those now working remotely; and

WHEREAS, the Parties have a common goal to ensure the availability of housing that meets the needs of residents and workers at all income levels in Pierce County, including but not limited to families, veterans, and seniors; and

WHEREAS, the Parties share a common goal to eliminate housing inequities for all races, ethnicities and other vulnerable or marginalized communities and geographic locations in Pierce County; and

WHEREAS, the Parties wish to provide a sound base of housing policies and programs in Pierce County and to complement the efforts of local governments and existing public and private organizations to address housing needs in Pierce County; and

WHEREAS, the Parties wish to act cooperatively to formulate policies that create access to affordable/attainable housing policies and strategies that address housing stability by helping homeowners and renters stay in their homes, ensure an ample housing supply that remains affordable for all income levels, provide incentives for affordable/attainable housing for lower and middle income households, foster efforts to preserve and provide access to affordable/attainable housing by combining public funding with private-sector resources, and support implementation of the goals of the Washington State (the "State") Growth Management Act, related countywide planning policies, and other local policies and programs relating to providing access to affordable and attainable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and effective way for the Parties to address access to affordable and attainable housing needs in Pierce County is through cooperative action and pooling their resources to create a larger scale of activities than any one Party could accomplish on their own, achieve economies of scale, and leverage other public and private resources; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable/attainable-housing-related services; and

WHEREAS, a cooperative work plan with a primary focus on the production and preservation of affordable/attainable housing, is needed because the lack of access to affordable/attainable housing is one of the key contributors to homelessness;

WHEREAS, the Parties are each empowered to promote the public health, safety, and welfare, pursuant to RCW 36.32.120(7), RCW 35.22.195, and RCW 35A.11.020; and

WHEREAS, the parties are authorized by Revised Code of Washington 39.34 to enter into agreements for the joint exercise of governmental powers.

NOW, THEREFORE, the Parties agree to the above Recitals and the following terms and conditions:

1. DEFINITIONS. The following terms used in this Agreement are defined as follows:

a. *Administering Agency* - One or more of the Parties that will provide administrative support services on behalf of SSHA³P. The role of the Administering Agency will be to serve as the fiscal agent for SSHA³P, in accordance with the requirements of chapter 39.34 RCW, and provide space and administrative support for the SSHA³P staff. These roles could be provided by one Party or the roles could be split and provided by two Parties.

b. *Advisory Board* - A board consisting of 15 to 20 community members and/or key stakeholders appointed by the Executive Board to provide advice and recommendations to the Executive Board on policy needs related to housing stability, program design and development, land and/or funding resource allocation for enhancing access to affordable/attainable housing projects, and other immediate affordable/attainable housing needs, and to provide public education and community outreach support.

c. *Area of Activity* - The area in Pierce County where SSHA³P is expected to conduct its work, and where future expansion of SSHA³P membership could occur, as further described in Exhibit A.

d. *Direct Service Housing* - Direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs.

e. *Executive Board* - The governing board for SSHA³P comprised of members as provided herein, which will act on behalf of all Parties and as may be in the best interest of SSHA³P in order to carry out the purposes of this Agreement.

f. *SSHA³P Fund* - A fiduciary fund established by the Administering Agency, as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHA³P Executive Board". Within the SSHA³P Fund may be established various subfunds and/or subaccounts including but not limited to a "SSHA³P Operating Account" and a "Housing Capital Funds Account".

i. *SSHA³P Operating Account* - A subaccount or subfund created by the Administering Agency for the receipt of contributions from the Parties and other private or public

entities, for the purpose of paying for the operations of and supporting the SSHA³P annual budget.

ii. *Housing Capital Funds Account* - A subaccount or subfund established by the Administering Agency within the SSHA³P Fund for the purpose of administering the voluntary contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHA³P Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency.

iii. *Individual Account(s)* - One or more subaccounts or subfunds established within the Housing Capital Funds Account for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

g. *SSHA³P Executive Manager* - The managing lead staff for SSHA³P will be responsible for carrying out the SSHA³P annual work plan, as developed by the Executive Board, and other terms of this Agreement. The Executive Manager will be an employee of the Administering Agency subject to the human resource rules and requirements of that agency.

h. *SSHA³P Staff* - The full-time and part-time staff hired or assigned by the Administering Agency with the responsibility for carrying out the SSHA³P work plan, under the direction of the SSHA³P Executive Manager.

2. PURPOSE. All Parties to this Agreement have responsibility for local, regional and tribal planning for the provision of housing affordable to residents that work and/or live in Pierce County. The Parties agree to act cooperatively to formulate housing policies that address access to affordable/attainable housing, housing stability and to foster efforts to preserve and create affordable/attainable housing by combining public funding or other resources with private-sector resources. In order to accomplish the purposes of this Agreement, the Parties agree to create a joint, voluntary and cooperative undertaking responsible for administering the activities described herein. The cooperative undertaking among the Parties will be called the South Sound Housing Affordability Partners ("SSHA³P"). The Parties further intend that this Agreement serve as a framework for all participating municipalities within the broader SSHA³P Area of Activity to do the aforementioned work. It is the intent of the

Parties to create a collaboration that involves members representing broad geographic diversity across the county, governments of different sizes, and regional perspectives about affordable, attainable and accessible housing needs and solutions. The Parties encourage other cities and tribes and other public and private entities in Pierce County within the SSHAP Area of Activity to join the Parties in this endeavor.

3. STRUCTURE; CREATION OF JOINT BOARD. By executing this Agreement, the Parties hereto create a joint board pursuant to RCW 39.34.030(4) to govern SSHAP. The joint board created by this Agreement will be called the "Executive Board" and will be composed of members as provided for in Section 5.a of this Agreement. The Joint Board created in this Agreement is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3). The Executive Board will act on behalf of all Parties and as may be in the best interest of SSHAP in order to carry out the purposes of this Agreement. The Executive Board is not authorized to own assets or have employees.

4. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of SSHAP and this Agreement, the Executive Board will have the responsibility and authority to:

a. Create and implement an annual work plan approved by the Executive Board to guide the work of SSHAP Staff. The work plan will include activities that may benefit multiple participating jurisdictions or individual jurisdictions. The work plan activities will be consistent with the purpose described in this Agreement. The Executive Board will determine how it will track, monitor and report on progress on the work plan and the timeliness of deliverables. For purposes of accountability and transparency, this will include methods for timely reporting to members and to the public.

b. Make decisions regarding the allocation of public and private funding deposited into the SSHAP Housing Capital Funds Account for the purpose of enhancing access to affordable/attainable housing.

c. Recommend to the Administering Agency to enter into agreements with third parties for the use and application of public and private funds contributed by individual Parties to the SSHAP Fund, including the Housing Capital Funds Account established in Section 14, under terms and conditions as may be agreed by the individual contributing Parties, as further described in Section 14. At least annually, report to the Parties on the geographic

distribution of all housing capital funds as recommended by the SSHA³P Executive Board.

d. Guide the SSHA³P Staff in the performance of the following duties:

- i. Provide recommendations to the Parties regarding local and regional policies to improve access to affordable/attainable housing. SSHA³P Staff may assist the Parties in developing strategies and programs to achieve State Growth Management Act housing goals, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans, as appropriate.
- ii. SSHA³P Staff may provide technical assistance as requested to any Party considering adoption of land use incentives or requirements, or programs to enhance access to affordable/ attainable housing. SSHA³P Staff may research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils on request by a Party. SSHA³P Staff may assist Parties in developing strategies and programs to implement county-wide affordable/attainable housing policies to meet State Growth Management Act objectives, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans for an equitable and rational distribution of low- and moderate-income housing.
- iii. Facilitate cooperation between the private and public sector with regard to the provision of and access to affordable/attainable housing. SSHA³P Staff may communicate directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable/attainable housing projects. SSHA³P Staff may work directly with any Party to provide technical assistance with regard to the public funding of affordable/attainable housing projects and the implementation of affordable/attainable housing regulatory agreements for private developments.

- iv. SSHA³P Staff may also identify public and private sites that are available for affordable/attainable housing and develop housing alternatives for such sites.
- v. After the Housing Capital Fund is created, develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable/attainable housing, and other documents and procedures as appropriate.
- vi. Provide other technical advice to any Party upon request and, as staff capacity allows, enter into agreements to provide technical assistance to other public entities on a reimbursable basis.
- vii. Provide support and educational activities and to monitor legislative and regulatory activities and proposed policy changes related to enhancing access to affordable/attainable housing at the county, state and federal levels. Ensure that the Parties to this Agreement have a strong Pierce County voice in federal, state and regional decision making regarding affordable/attainable housing programs, policy and funding. All lobbying activities will comply with state laws and regulations.
- viii. After the Housing Capital Fund is created, develop and carry out procedures for monitoring of affordable/attainable units and to administer direct service housing programs on behalf of any Party.
- ix. Work directly with other public and private entities for the development of affordable/attainable housing policies and encourage the provision and preservation of affordable/attainable housing.
- x. Work with the Advisory Board appointed under this Agreement and Pierce County agencies and organizations working on regional housing stability and access to affordable and attainable housing, identify trends and promising practices, and mobilize those agencies and organizations to

support Pierce County positions in regional, state and federal decision-making forums.

- xi. Support public and private fundraising efforts of public and private entities (including non-profit corporations) to raise funds to carry out the purposes of this Agreement. Enter into agreements with those entities for the use of such funds in order to carry out the purposes of this Agreement.
- xii. As recommended by the Executive Board, accept public and private funding, receive and invest those funds in accordance with State and Federal law, and take other appropriate and necessary action to carry out the purposes of this Agreement.

5. EXECUTIVE BOARD.

a. Membership. SSHAP³ will be governed by an Executive Board composed of individuals who represent the perspectives of their governments.

- For cities/towns: Members will either be Mayors or, as designated by the Mayor, Council members or a City Manager/Administrator.
- For tribes: Members will be the Tribal Council Chair or a member of the Tribal Council as designated by the Chair.
- For the county: Members will be the County Executive, and the County Council Chair (or their designee).

Each Party will have one vote on the Executive Board. For purposes of voting, the County shall be considered an individual Party and entitled to one vote. The vote will be split equally between the County's two Executive Board members.

Municipalities, local governments, tribes and public agencies within the Area of Activity may become Parties to this Agreement with representation on the Executive Board described in this Section 5, upon satisfaction of the requirements of Section 20.

The Executive Board will administer this cooperative undertaking under the terms of this Agreement and under any procedures adopted by the Executive Board.

b. Officers. The Chair and Vice Chair of the Executive Board will be elected by the members of the Board from the Board membership. The Chair, or in their absence the Vice Chair, will preside over all meetings of the Executive Board; and will, in the

absence of an Executive Manager provided for in Section 6 of this Agreement, process issues, organize meetings and provide for administrative support as required by the Executive Board. The Chair will serve a one-year term, but may be reelected by the Executive Board for one additional term.

c. Alternate Member. Each member of the Executive Board may designate one alternate member who will serve in the place of the member on the Executive Board during the member's absence from a meeting. Notice of the designation will be provided to the Chair of the Executive Board. An alternate member may only vote on behalf of the Party if the Chair has received written notice of the alternate's appointment. It is not intended that alternates will serve on the Board in an ongoing capacity.

d. Powers. It is intended that the Executive Board will serve as a decision-making body for SSHAP. The Executive Board will have the power to:

- i. develop and recommend an annual budget and annual work plan for SSHAP and oversee the management of the SSHAP Fund;
- ii. adopt procedures for the administration of SSHAP (including securing any necessary legal counsel as needed) and for the conduct of meetings;
- iii. make recommendations to the Parties concerning planning, policy, programs and the funding of projects to enhance access to affordable/attainable housing;
- iv. establish policies for the expenditure of SSHAP budgeted items;
- v. work with the designated Administering Agency (see Section 6) to carry out the terms of this Agreement;
- vi. work with the Administering Agency to establish a special fund within the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHAP Executive Board" ("SSHAP Fund") within which Fund may be established various accounts and subaccounts including but not limited to a "SSHAP Operating Account" (into which will be deposited funding for the SSHAP operating budget) and a "Housing Capital Funds Account";
- vii. hold regular meetings on those dates and at those places as the Executive Board may designate;
- viii. recommend that the Administering Agency enter into contracts and agreements for the provision of personnel and other necessary services to SSHAP,

including accounting and legal services and the purchase of insurance, and advise the Administering Agency to execute such other contracts, agreements or other legal documents necessary with public and private entities for SSHA³P to carry out its purposes;

- ix. work with the Administering Agency to: establish the responsibilities for the SSHA³P Executive Manager, conduct the hiring process and performance review for that position and direct and oversee the activities of the SSHA³P Executive Manager;
- x. create a recruitment process and appoint members of the Advisory Board;
- xi. assist with incorporating and/or work with a non-profit corporation to accept grants, donations and other funds on behalf of SSHA³P and recommend the Administering Agency to enter into contracts or other agreements with such agency for the use of those funds to carry out the purposes of this Agreement; and
- xii. take whatever other action is necessary to carry out the purposes of this Agreement.

6. ADMINISTRATION AND OVERSIGHT. The Executive Board will have final decision-making authority on behalf of SSHA³P over all legislative priorities and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of SSHA³P to an Executive Manager. The SSHA³P Executive Manager will submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and annually to the legislative body of each Party. The reports and their contents will be in a form acceptable to the Executive Board.

The Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency, which will provide administrative support services on behalf of SSHA³P. To change the Administering Agency, the Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency. Each Party that serves in the capacity of Administering Agency hereby agrees to comply with the terms of this Agreement applicable to the Administering Agency in order to permit SSHA³P to carry out its purposes. SSHA³P will be staffed with personnel funded by the Parties and/or independent contractors contracting with the Administering Agency on behalf of SSHA³P.

Any Party providing personnel to SSHA³P will remain solely responsible for the continued payment of all compensation and benefits to those personnel as well as for any worker's compensation claims. All Parties will cooperate fully in assisting SSHA³P to provide the services authorized in this Agreement.

7. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board will meet as often as it deems necessary, but not less often than quarterly. Executive Board meetings will comply with the requirements of the State Open Public Meetings Act (OPMA).

b. Quorum. A quorum at any meeting of the Executive Board will consist of the Board members (or alternates) who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board members present at a meeting, provided however, that a supermajority (two-thirds of all Board members) will be required to change the Administering Agency, or to modify the proposed contribution methodology for dues and assessments (see Section 15). Official action by the Executive Board may be conducted by motion, resolution, declaration, or such means as determined to be necessary by the Executive Board in their procedures for conducting meetings (referred to in 5.d above), provided however, changing the Administering Agency or Agencies shall be completed by resolution. All official action of the Executive Board shall be recorded in its official minutes. Each Executive Board member, or his or her alternate, will have one vote on any proposed action; except that shared member voting shall be in accordance with the Executive Board's approval under Section 5 (a). Proxy voting will not be allowed. To the extent applicable to meetings of the Executive Board, the Executive Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

8. ADVISORY BOARD.

a. Purpose and Role. The Executive Board will create an Advisory Board to provide advice and recommendations on the work of SSHA³P. Specific objectives shall be to advise the Executive Board regarding: assessment of affordable/attainable housing needs for different populations in Pierce County; the development of policies and/or funding resources to meet those needs; the priorities for allocation of future SSHA³P capital resources to

create or preserve access to affordable/attainable housing; input on program design and development related to housing affordability and stability; suggested approaches to federal, state and regional legislative advocacy; and providing support for public education and community outreach activities. The Advisory Board will be created before the end of the first year of SSHAP operations (with the start of the year defined as the hiring of the SSHAP Executive Manager).

b. Membership. The Advisory Board will consist of not more than twenty (20) and not less than fifteen (15) community members and/or key stakeholders. The Executive Board will appoint members to the Advisory Board. Appointed members must have knowledge and understanding of affordable/attainable housing and be committed to the furtherance of improving access to affordable/attainable housing for all in Pierce County. Membership should reflect a geographic diversity of Pierce County cities, towns, tribes and unincorporated areas. Membership will reflect one-third consumers of affordable/attainable housing (rental and ownership housing), one-third developers, designers, planners, managers of affordable/attainable housing, and one-third advocates and advisors who work on land use and housing issues.

c. Terms. Appointments will be for a three-year term. When the Advisory Board is created, the initial terms of members shall be staggered as follows:

- One-third shall be appointed for a one-year term
- One-third shall be appointed for a two-year term
- One-third shall be appointed for a three-year term

The membership categories of the Advisory Board, described in section 8.b above, will be evenly distributed across the three initial terms.

d. Recruitment and Termination. The Executive Board will adopt procedures for the recruiting, convening and administration of the Advisory Board. A member may be removed from the Advisory Board by the Executive Board with or without cause on a majority vote of membership of the Executive Board.

e. Officers. When the Advisory Board has been duly created, the members shall elect a Chair and Vice Chair, who will be responsible for working with the SSHAP Executive Manager to set agendas and facilitate meetings.

f. Conflict of Interest. Members of the Advisory Board shall comply with Ch. 42.23 RCW, the Code of Ethics for Municipal Officers. It is the responsibility of each Board Member to declare

potential conflicts of interest. The Chair shall be responsible for mediating differences of opinion on these matters as they may arise.

9. MEETINGS OF ADVISORY BOARD.

a. Frequency. The Advisory Board will meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Advisory Board will consist of the Board members who represent a simple majority of the Board's membership. Advisory Board members may participate in any meeting by phone and/or video conferencing for all purposes, including but not limited to voting and establishing a quorum.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. Official action by the Advisory Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Advisory Board. Proxy voting is not allowed. To the extent applicable to meetings of the Advisory Board, the Advisory Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

10. AGREEMENT DURATION. This Agreement will be in full force and effect for a period commencing as provided in Section 34, and ending December 31, 2023. This Agreement will automatically renew for successive two-year terms, unless sooner terminated under the provisions of this Agreement.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement. Parties may consider multiple factors/reasons for termination, including but not limited to the timeliness of work plan deliverables and the sufficiency of dues to support the work plan and SSHA³P staff.

Upon termination of this Agreement, all property acquired during the life of the Agreement will be disposed of in the following manner:

a. all property contributed without charge by any Party will revert to the contributing Party;

b. all property purchased on behalf of SSHA³P after the effective date of this Agreement will be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;

c. except as provided in Subsection d. below, all unexpended or reserve funds will be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated;

d. all uncommitted monies in the Housing Capital Funds Account will be distributed to the Parties by remitting the total uncommitted amounts remaining in each Party's Individual Account (as described in Section 14) to that Party; and

e. each Party that has funded a project through the Housing Capital Funds Account will be substituted for the Administering Agency with regard to all project financing documents, and the Administering Agency will be released from further obligations with respect thereto.

12. WITHDRAWAL. If a Party wishes to withdraw from participation in this Agreement, it may do so after the initial term if its Legislative Body first gives six months advance written notice to the Executive Board of its intention to withdraw, which notice will be due on or before June 30, 2023. If notice of an intent to withdraw is timely received, withdrawal will be effective as of 11:59 p.m. on December 31, 2023. The initial members of SSHA³P agree they will participate for at least through the first full term of the collaboration.

After December 31, 2023, an opportunity is provided once per year for a Party to withdraw from this Agreement. Under this provision, advance written notice must be provided from the Legislative Body of any Party to this agreement to the Executive Board on or before June 30, of its intention to withdraw from participation in the Agreement, effective as of 11:59 p.m. on December 31st of that current year.

Any Party withdrawing from this Agreement will remain legally and financially responsible for any obligation incurred by the Party pursuant to the terms of this Agreement, including but not limited to any project financing documents executed by the Administering Agency on behalf of that Party, during the time the withdrawing Party was a member of SSHA³P. A notice of withdrawal may be revoked by the Party that submitted the notice only by approval of a majority of the Executive Board to accept the revocation. Any

Party that provides written notice of its intent to withdraw may continue to vote on all matters before the Executive Board prior to the effective date of its withdrawal, except the budget and work plan for the following year.

13. BUDGET. The fiscal year for SSHA³P will be January 1 to December 31 of any year. The first year budget and anticipated second year budget for SSHA³P are attached to this Agreement as Exhibit B and incorporated herein by this reference. Approval of this Agreement by the legislative body of each Party includes approval of the SSHA³P budgets through the first full term of the agreement. For subsequent years, on or before July 1st of each year, a recommended operating budget for SSHA³P for the following budget year will be prepared, reviewed and recommended by the Executive Board and transmitted to each Party. The recommended operating budget will contain an itemization of all categories of budgeted expenses and will contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. Contributions to the SSHA³P annual budget may also come from other public or private entities. The Executive Board will approve acceptance of those contributions.

a. No recommended budget will become effective until approved by the legislative body of each Party and adopted by the Executive Board, except for SSHA³P's first full term (2021, 2022 and 2023). Once the legislative body of each Party has approved its contribution to SSHA³P, either separately or through its budget process, and the SSHA³P budget has been adopted by the Executive Board, each Party will be obligated to make whatever contribution(s) is budgeted for that Party. If a Party does not approve the budget in a timely manner, the Executive Board may adopt the annual budget and work plan with a two-thirds majority vote.

b. Each Party's contribution(s) will be transmitted to SSHA³P on an annual basis no later than the end of the first quarter of each calendar year, unless otherwise provided in the budget document. The Administering Agency will submit invoices to each Party for their annual dues payments. Each Party will specify the amount of its contribution to be deposited by the Administering Agency into the SSHA³P Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the SSHA³P Housing Capital Funds Account established by Section 14.

c. If any Party is delinquent by more than three months in the payment of its approved operating budget contribution to

the SSHA³P Operating Account, that Party will not be entitled to vote on matters before the Executive Board until the delinquency has been paid. A Party's decision not to contribute funds to its Individual Account, or its delinquency in funding the same will not affect that Party's voting rights on the Executive Board.

14. HOUSING CAPITAL FUNDS ACCOUNT ESTABLISHED; PROCEDURES FOR ADMINISTERING HOUSING CAPITAL FUNDS ACCOUNT CONTRIBUTIONS. If authorized by resolution of the Executive Board, the Administering Agency may establish and maintain a subaccount or subfund within the SSHA³P Fund for the purpose of administering the contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHA³P Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency as described in this Agreement.

a. Within the Housing Capital Funds Account, a sub-account or subfund will be established for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Such sub-accounts are collectively referred to as the "Individual Accounts." The Executive Board will work with the Administering Agency to create policies and procedures for the release of those funds.

b. A subaccount may be established within each Individual Account for each project or program funded in whole or part by a Party from its Individual Account. Such sub-accounts are referred to as "Project Accounts." The intent is to create a structure that enables each Party to easily track the use of their contributed funds.

c. The Administering Agency will maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and will provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may be delegated to the SSHA³P Executive Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to SSHA³P for deposit in the Housing Capital Funds Account will be held by the Administering Agency on behalf of SSHA³P until directed for application by the contributing Party (as described in 14.a. above). Uncommitted funds in an Individual Account will be remitted to the contributing

Party within 45 days of receipt of written request from the Party signed by its chief executive officer, or upon the Party's withdrawal from SSHA³P in accordance with the terms of Section 12, or on the dissolution of SSHA³P per Section 11.

e. Funds held by the Administering Agency on behalf of SSHA³P will be subject to laws applicable to public funds, including but not limited to limitations on investments for public funds as provided in State law and the State constitutional limitations on the gifting of public funds. Investment earnings will be credited to each Individual Account and Subaccount on a pro rata basis.

f. The Executive Board will develop standard forms of approvals and agreements to be used in the application of funds contributed to the Housing Capital Funds Account (collectively referred to as "project financing documents"), consistent with the following goals and procedures:

- i. The SSHA³P Executive Board will authorize the application of specified amounts of Individual Account monies to projects or programs consistent with the purpose of the SSHA³P Capital Fund, and will authorize and recommend the SSHA³P Executive Manager, and the Administering Agency to take such actions as necessary to accomplish this. At least two weeks prior to the Executive Board action they will notify the individual parties whose funds will be used for such projects or programs of the various terms to accompany their authorizations, and will at a minimum include terms related to:
 1. amount of funds allocated;
 2. project description, including minimum affordability requirements, if any;
 3. nature of the funding commitment (loan, grant, or other);
 4. in the event the funding commitment is provided as a loan, the general repayment terms including but not limited to the term of the loan and applicable, interest rate(s); and
 5. a general description of the security interests, if any, to be recorded in favor of the Party.
- ii. For each individual housing project or program to be funded through the Housing Capital Funds Account, the developer, owner or administrator of such project or program (generally referred to as

the "developer"), will enter into the necessary set of agreements (project financing documents) with the Administering Agency. The project financing documents will specify that the Administering Agency is acting as administering agency on behalf of each Party that is providing Housing Capital Funds Account funding to the project or program pursuant to this Agreement and RCW 39.34.030(4), and will identify each participating funding Party. The project financing documents will be consistent with general forms of agreement approved by the Executive Board and the terms and conditions approved by the legislative bodies of the funding Parties. To the extent permitted by law, the project financing agreements will incorporate all terms and conditions relative to the use and (if applicable) repayment of such funds, and provide for transfer of the Housing Capital Funds Account monies from the funding Parties to the developer.

- iii. Funding contributions to, and repayments (if any) from, specific projects and programs will be recorded by the Administering Agency, including recording of monies deposited and withdrawn from each Party's Individual Account and Project Accounts. Repayments (if any) under any project financing agreement will be applied *pro rata* to the funding Parties' Individual Accounts based on the ratio of funding contributed to the project by each Party, unless the funding Parties otherwise agree.
- iv. Unless the Parties funding a project or program through the Housing Capital Funds Account otherwise agree, a default, termination or other action against a developer or other third party may be declared only after securing approval in writing of the chief executive officers of funding Parties which together have contributed not less than 51% of the total SSHAP member funding to the project. The Administering Agency will provide reasonable notice and information regarding the status of projects as necessary to each funding Party's chief executive officer to allow them to make a timely decision in this regard. Funding Parties not consenting to such default, termination or other action will be bound by the decision of the majority. All funding Parties will be obligated on

a pro rata basis (based on their contributions to the project) to pay to the Administering Agency its reasonable costs and expenses incurred as a result of declaring a default, terminating an agreement or taking other action against a developer or other third party. Any funds recovered through such enforcement proceedings will be allocated to the funding Parties Individual Accounts pro rata based on their respective funding contributions to a project.

- v. The Executive Board may from time to time authorize the Administering Agency to administer housing project agreements entered into before the effective date of this Agreement, upon terms consistent with this Agreement and subject to the consent of the Administering Agency and the Parties to such agreements.

15. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Contributions to the SSHA³P Operating fund will be based on groupings of like-sized cities (based on population), or whatever contribution methodology is approved by a two-thirds majority of the Executive Board. Funding for the activities of SSHA³P will be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no dues, charges or assessments will be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party subject to the dues, charges or assessments. An approved budget (the overall revenues and expenditures) will not be modified until approved by the legislative body of each Party and finally adopted by the Executive Board. If a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties. Notwithstanding the foregoing, contributions by a Party to its Individual Account within the Housing Capital Funds Account will be solely within the discretion of that Party and are not considered "dues or assessments."

16. PUBLIC RECORDS REQUESTS. Each party to this agreement shall be responsible for retaining and producing the records it creates, owns or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this Section

is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (RCW 42.56), other than as provided for herein.

The Administering Agency shall be responsible for maintaining and storing, in compliance with the state Public Records Act (Chapter 42.56 RCW), those records of the Executive Board and Advisory Committee that are created by the Administering Agency in connection with this Agreement (SSHA³P Records). SSHA³P records may include, but are not limited to, Executive Board and Advisory Committee meeting agendas, meeting summaries, reports, plans, budgets, and other related documents. For purposes of the Public Records Act, the SSHA³P Executive Manager shall serve as the Public Records Officer with respect to requests for SSHA³P records and the Administering Agency shall be responsible for ensuring compliance with RCW 42.56.152 (Training-Public Records Officers). Upon receipt of a request for SSHA³P records, the SSHA³P Executive Manager, serving as the SSHA³P Public Records Officer, shall timely share the request with the Parties. In the event that the SSHA³P Executive Manager shares a request for SSHA³P records with the Parties, each party notified by the SSHA³P Executive Manager shall cooperate with the SSHA³P Executive Manager as requested to fulfill the request. Parties who receive requests for SSHA³P records or records related to SSHA³P are also encouraged, but not required, to share those with the SSHA³P Executive Manager.

Each party shall indemnify and hold the other party to this Agreement harmless for any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses including reasonable attorney's fees and costs arising from a public records require (collectively "Claims"), to the extent attributed to the indemnitor party's Fault. The term "Fault" as used herein shall have the same meaning as set forth in RCW 4.22.015. This obligation to indemnify and hold the other party harmless shall survive termination of this Agreement.

17. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Party will indemnify, defend and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, SSHA³P's Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused

by another Party. If there is any recovery under this Section, the Party responsible for any wrongful acts or omissions will pay any judgment or lien arising from the acts or omissions, including all costs and other Parties' reasonable attorney's fees. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. If 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 a Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder will be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section will survive the expiration or termination of this Agreement.

c. Each Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency) will give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

18. INSURANCE. The Executive Board, SSHAP Executive Manager and the Administering Agency will take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practice. The Executive Board will determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of SSHAP and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and will direct the acquisition of same.

19. AMENDMENTS. Any amendments to this Agreement must be in writing. This Agreement may be amended upon approval of the legislative bodies of all Parties to this Agreement, evidenced by the authorized signatures of those Parties as of the effective date of the amendment. This Section will not be construed to

require amendment of this Agreement for the addition of a new Party contemplated under Section 20 or for any related revision to Executive Board membership authorized in Section 5(a) or Advisory Board membership in Section 8(b). The Executive Board will review this Agreement, no less than every five years, to determine if the purposes of SSHAP are being achieved and if any amendments or modifications to the Agreement are needed.

20. ADDITIONAL PARTIES. Municipalities, local governments, tribes, and public agencies within the SSHAP Area of Activity may, on execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement on affirmative vote of at least fifty percent of the Executive Board. The Executive Board will determine by a vote of at least fifty percent of its membership what, if any, funding obligations the additional Party will commit to as a condition of becoming a Party to this Agreement.

21. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement, will not affect the validity of the remaining provisions of the Agreement.

22. CONFLICT RESOLUTION. Whenever any dispute arises between the Parties or between a Party or Parties, the Executive Board, or the Administering Agency (referred to collectively in this Section as the "Parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting will include the Chair of the Executive Board, the SSHAP Executive Manager, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) will be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute will share equally the costs of mediation and assume their own costs.

23. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Agreement Duration), Section 11 (Termination of Agreement), Section 12 (Withdrawal), Section 16 (Public Records Requests), and Section 17 (Indemnification and Hold Harmless) will remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

24. WAIVER. No term or provision of this Agreement will be deemed waived and no breach excused unless that waiver or consent is in writing and signed by the Party claimed to have waived or consented.

25. SUBSEQUENT BREACH. Waiver of any default will not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties.

26. NOTICE. Any notice to the Executive Board will be in writing and will be addressed to the Chair of the Executive Board and to the SSHAP Executive Manager. In the absence of a SSHAP Executive Manager, notice will be given to the chief executive officer of the Administering Agency. Any notice to an Officer or Party will be sent, to the address specified by the chief executive officer of the Party.

27. ASSIGNMENT. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

28. APPLICABLE LAW AND VENUE. This Agreement and any rights, remedies, or obligations provided for in this Agreement will be governed, construed, and enforced in accordance with the substantive and procedural laws of the State. The Parties agree that the venue for any legal action under this Agreement is in the County in which a project is located, provided that the venue for any legal action against Pierce County may be filed in accordance with RCW 36.01.050.

29. RETAINED RESPONSIBILITY AND AUTHORITY. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable/attainable housing activities.

30. INDEPENDENT CONTRACTORS. Each Party to this Agreement is an independent contractor with respect to the subject matter of this Agreement. No joint venture or partnership is formed as a result of this Agreement.

Nothing in this Agreement will make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's

compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party will be deemed, or represent themselves to be, employees of another Party.

31. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party will have any rights under this agreement.

32. NONDISCRIMINATION. The Parties will comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

33. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, will be deemed one integrated Agreement. Parties will submit copies of signed Agreements to the Administering Agency, or to Pierce County before an Administering Agency is selected.

34. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement will become effective (Date of Execution), subject to its approval by the legislative bodies of all jurisdictions who are members of SSHAP as of (Date of Execution), and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source. Although this Agreement may be approved and signed by a Party after the Agreement's effective date, all acts consistent with the authority of this Agreement that occur on or after , (Date of Execution), are hereby ratified and affirmed, and the terms of this Agreement will be deemed to have applied.

(Signature Page Follows)

Approved and executed this _____ day of _____, 2019.

Name of Party: _____ Approved as to form

By: _____ City Attorney
Its: _____

Exhibit A – SSHA³P Area of Activity (Map)

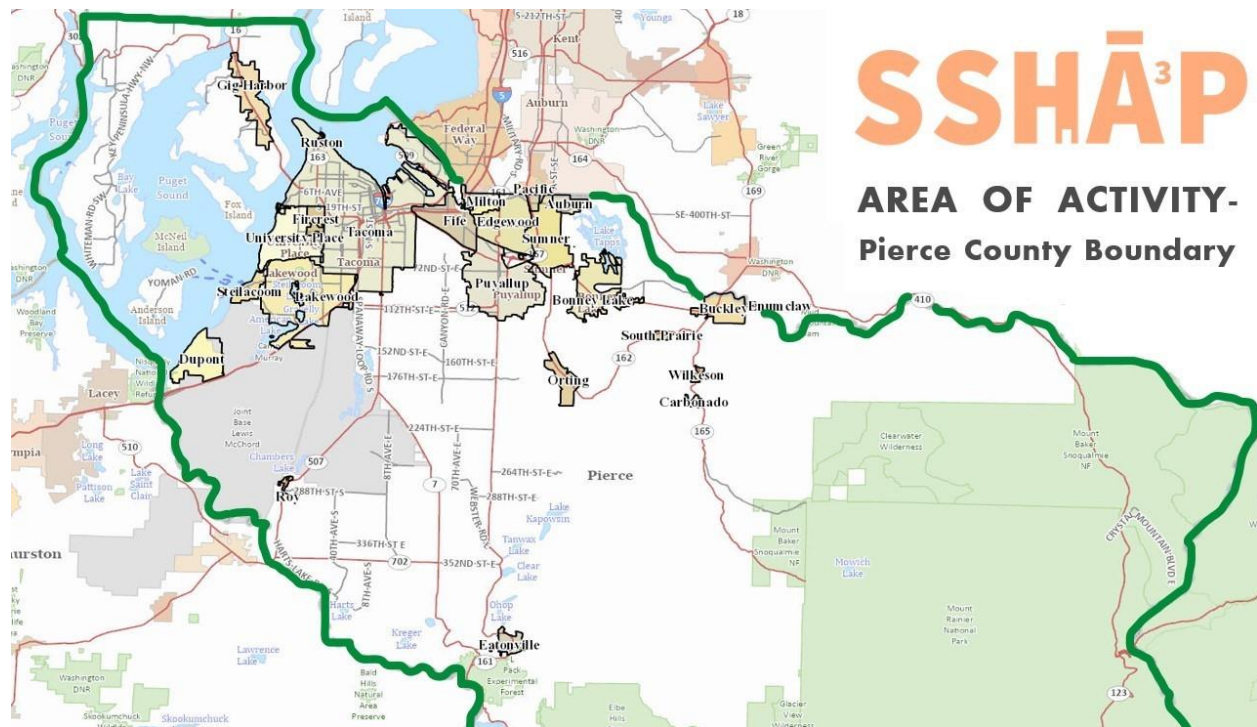


EXHIBIT B – SSHA³P Budgets for First 2.5 Years

NOTE: The following budgets are draft and won't be finalized until the final number of member governments are identified. The numbers may also change depending the amount of outside revenue raised.

The following provides draft budgets for years 1 (6 months of operations) 2 and 3. There are two scenarios: one in which ten governments participate and the other in which 16 governments participate.

DRAFT BUDGET PROPOSAL (10 Governments)**YEAR 1 (2021) - 1 FTE****Funding for 6 Months Operations****Annual Expense Budget**

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Direct Expenses - travel, phone, postage	\$	12,000
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	193,000
10% Overhead/Administration Fee	\$	19,300
TOTAL	\$	212,300
Cost for 6 months of Operations:	\$	106,150

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	92,650
TOTAL	\$	106,150

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 2,250
Fife	10,360	1%	\$ 2,250
Gig Harbor	11,490	1%	\$ 2,250
Lakewood	60,330	7%	\$ 8,500
Puyallup	43,040	5%	\$ 6,500
Puyallup Tribe	6,000	1%	\$ 1,500
Steilacoom	6,555	1%	\$ 1,500
Sumner	10,500	1%	\$ 2,250
Tacoma	214,700	27%	\$ 22,000
Unincorporated Pierce Co	436,840	54%	\$ 46,000
TOTAL	809,865		\$ 95,000

YEAR 2 (2022) - 1.5 FTE
10 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation 2nd yr	\$	67,636
Direct Expenses - travel, phone, postage	\$	12,420
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	266,446
10% Overhead/Administration Fee	\$	26,645
TOTAL	\$	293,090

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	266,090
TOTAL	\$	293,090

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 5,250
Fife	10,360	1%	\$ 5,250
Gig Harbor	11,490	1%	\$ 5,250
Lakewood	60,330	7%	\$ 22,000
Puyallup	43,040	5%	\$ 15,500
Puyallup Tribe	6,000	1%	\$ 4,250
Steilacoom	6,555	1%	\$ 4,250
Sumner	10,500	1%	\$ 5,250
Tacoma	214,700	27%	\$ 66,000
Unincorporated Pierce Co	436,840	54%	\$ 134,000
TOTAL	809,865		\$ 267,000

YEAR 3 (2023) - 1.5 FTE
10 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$	164,969
Administrative & policy support with salary/taxes/benefits/inflation 3rd yr	\$	70,003
Direct Expenses - travel, phone, postage	\$	12,855
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	274,826
10% Overhead/Administration Fee	\$	27,483
TOTAL	\$	302,309

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	275,309
TOTAL	\$	302,309

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 5,434
Fife	10,360	1%	\$ 5,434
Gig Harbor	11,490	1%	\$ 5,434
Lakewood	60,330	7%	\$ 22,770
Puyallup	43,040	5%	\$ 16,043
Puyallup Tribe	6,000	1%	\$ 4,399
Steilacoom	6,555	1%	\$ 4,399
Sumner	10,500	1%	\$ 5,434
Tacoma	214,700	27%	\$ 68,310
Unincorporated Pierce Co	436,840	54%	\$ 138,690
TOTAL	809,865		\$ 276,345

DRAFT BUDGET PROPOSAL (16 Governments)
YEAR 1 (2021) - 1 FTE
Funding for 6 Months Operations

Annual Expense Budget

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Direct Expenses - travel, phone, postage	\$	12,000
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	193,000
10% Overhead/Administration Fee	\$	19,300
TOTAL	\$	212,300
Cost for 6 months of Operations:	\$	106,150

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	92,650
TOTAL	\$	106,150

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 2,000
Dupont	9,605	1%	\$ 2,000
Edgewood	13,000	1%	\$ 2,000
Fife	10,360	1%	\$ 2,000
Fircrest	6,860	1%	\$ 2,000
Gig Harbor	11,490	1%	\$ 2,000
Lakewood	60,330	7%	\$ 7,000
Milton	6,845	1%	\$ 2,000
Orting	8,675	1%	\$ 2,000
Puyallup	43,040	5%	\$ 5,000
Puyallup Tribe	6,000	1%	\$ 1,000
Steilacoom	6,555	1%	\$ 1,000
Sumner	10,500	1%	\$ 2,000
Tacoma	214,700	24%	\$ 20,000
University Place	33,730	4%	\$ 5,000
Unincorporated Pierce Co	436,840	49%	\$ 41,000
TOTAL	888,580		\$ 98,000

YEAR 2 (2022) - 1.5 FTE
16 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation for 2nd year	\$	67,636
Direct Expenses - travel, phone, postage	\$	12,420
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	266,446
10% Overhead/Administration Fee	\$	26,645
TOTAL	\$	293,090

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	266,090
TOTAL	\$	293,090

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,000
Dupont	9,605	1%	\$ 5,000
Edgewood	13,000	1%	\$ 5,000
Fife	10,360	1%	\$ 5,000
Fircrest	6,860	1%	\$ 3,000
Gig Harbor	11,490	1%	\$ 5,000
Lakewood	60,330	7%	\$ 20,000
Milton	6,845	1%	\$ 3,000
Orting	8,675	1%	\$ 5,000
Puyallup	43,040	5%	\$ 12,000
Puyallup Tribe	6,000	1%	\$ 3,000
Steilacoom	6,555	1%	\$ 3,000
Sumner	10,500	1%	\$ 5,000
Tacoma	214,700	24%	\$ 60,000
University Place	33,730	4%	\$ 12,000
Unincorporated Pierce Co	436,840	49%	\$ 120,000
TOTAL	888,580		\$ 271,000

YEAR 3 (2023) - 1.5 FTE
16 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$ 164,969
Administrative & policy support with salary/taxes/benefits/inflation for 3rd year	\$ 70,003
Direct Expenses - travel, phone, postage	\$ 12,855
Insurance	\$ 15,000
Space	\$ 12,000
SubTotal	\$ 274,826
10% Overhead/Administration Fee	\$ 27,483
TOTAL	\$ 302,309

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$ 15,000
Office Space (in-kind donation)	\$ 12,000
Shared among participating governments (see below)	\$ 275,309
TOTAL	\$ 302,309

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,175
Dupont	9,605	1%	\$ 5,175
Edgewood	13,000	1%	\$ 5,175
Fife	10,360	1%	\$ 5,175
Fircrest	6,860	1%	\$ 3,105
Gig Harbor	11,490	1%	\$ 5,175
Lakewood	60,330	7%	\$ 20,700
Milton	6,845	1%	\$ 3,105
Orting	8,675	1%	\$ 5,175
Puyallup	43,040	5%	\$ 12,420
Puyallup Tribe	6,000	1%	\$ 3,105
Steilacoom	6,555	1%	\$ 3,105
Sumner	10,500	1%	\$ 5,175
Tacoma	214,700	24%	\$ 62,100
University Place	33,730	4%	\$ 12,420
Unincorporated Pierce Co	436,840	49%	\$ 124,200
TOTAL	888,580		\$ 280,485

From: [Daryl Eiding](#)
To: [Rachel Pitzel](#)
Subject: FW: Regional and multijurisdictional housing work
Date: Wednesday, September 29, 2021 4:45:12 PM

Rachel,
Please attach this to the packet material for SSHAP along with the letter from Darren that I will give to you tomorrow morning.
Thank you

Daryl Eiding

Mayor
City of Edgewood
(253) 952-3299

From: Liz Underwood-Bultmann <LUnderwood-Bultmann@psrc.org>
Sent: Friday, September 10, 2021 10:12 AM
To: Daryl Eiding <daryl.eiding@cityofedgewood.org>
Subject: Regional and multijurisdictional housing work

Mayor Eiding,

Thank you again for having me at the council study session. Following-up on housing, PSRC's draft Regional Housing Strategy includes a central role for subregional housing agencies to expand jurisdictional expertise and staff capacity for housing. You can see the draft housing strategy here: <https://www.psrc.org/sites/default/files/regional-housing-strategy.pdf>

The implementation table on p. 9 and 10 encourages local jurisdictions to participate in a multijurisdictional housing agency. The draft Regional Housing Strategy emphasizes that many strategies and partners are needed to address housing affordability across the region.

	CAPACITY	RESOURCES	FUNDING
Sub-Regional Agencies	• Support state and local efforts to advocate for funding reforms • Convene stakeholders to increase collaboration, resource sharing, and public-private partnerships	• Support local audits of existing development regulations and revise as needed • Increase consistency in development regulations	• Establish and/or expand a capital fund • Explore establishing a housing benefit district, if enabled
Local Jurisdictions	• Join a multi-jurisdictional agency, if applicable	• Rezone/upzone • Establish/expand tenant and landlord programs • Audit existing development regulations and revise as needed	• Contribute to multi-jurisdictional agency capital funds, if applicable • Audit existing and potential local revenue sources and adopt new sources as needed

The draft strategy also has this to say about subregional agencies: “Recognizing that individual cities have limited capacity, most communities in the region have been forming regional housing agencies, such as A Regional Coalition for Housing (ARCH) and South King Housing and Homelessness Partnership (SKHHP) in King County, the Alliance for Housing Affordability (AHA) in Snohomish County, and South Sound Housing Affordability Partners (SSHAP) in Pierce County. Although some of these organizations are new and small, they may be critical to the implementation of the Regional Housing Strategy in their ability to coordinate work across multiple jurisdictions. Coordination at the subregional level has also proven effective for state and federal advocacy work and for engaging with major employers and other private sector stakeholders.”

PSRC’s [Housing Innovations Program](#) also identifies [interjurisdictional coordination](#) as an important tool to support housing development.

Thank you again for having me, and please let me know if you have any questions or if we can provide any assistance.

Best regards,

Liz

Liz Underwood-Bultmann, AICP (she/her) | Principal Planner | Puget Sound Regional Council
 1011 Western Ave Ste 500 | Seattle, WA 98104
 206.464.6174 office | LUnderwood-Bultmann@psrc.org

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Regional Housing Strategy

Draft

July 2021

Puget Sound Regional Council

Page 80 of 309

Regional Housing Strategy



Ensuring that all people have a range of safe and affordable housing choices is essential to creating a healthy and prosperous future for the region.

In the central Puget Sound region, where the housing market is becoming increasingly unaffordable, many residents experience housing instability daily. Many residents in the region are facing an unprecedented challenge in finding and keeping a home that they can afford. Meeting the housing needs of all households at a range of income levels is integral to promoting health and well-being and creating a region that is livable for all residents, economically prosperous, and environmentally sustainable. Housing access and affordability continues to be a major challenge for the region, and limits the region in achieving other mobility, equity, environmental, and economic goals.

The central Puget Sound region's housing landscape reflects more than market forces and conditions. It is also the product of decades of public policies and private practices that, throughout the 20th century, often excluded lower-income households, immigrant communities, and people of color from accessing housing and living in certain areas. Together, past and current housing practices have perpetuated substantial inequities in wealth, ownership, and opportunity, and they continue to create barriers to rectifying these conditions. The Regional Housing Strategy recognizes this legacy and of the comprehensive work needed to redress it.

Housing access and affordability are goals of the state Growth Management Act and key policy areas in VISION 2050, the region's long-range plan for growth. Recognizing that housing access, affordability, and choice are regional issues that do not stop at a jurisdiction's borders, VISION 2050 calls for a coordinated regional housing strategy. In addition to addressing existing gaps and needs, VISION 2050 identifies the need for more housing of all types to meet the needs of the region out to 2050.

Cities and counties throughout the region have a long history of planning for housing. Local comprehensive plans address housing access and affordability. Partnerships, like A Regional Coalition for Housing (ARCH), bring cities together to enact housing ordinances and to fund construction. Cities and counties are adopting new subarea plans for downtowns, town centers, and transit stations to allow for more housing in denser, mixed-use development. Yet, even with the many successes, every community has a continuing and active role to play in meeting the region's housing needs.

Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

Growth Management Act housing goal



This strategy calls out the highest priority goals and actions to best implement VISION 2050 and meet the housing needs of our communities. These strategies will have the greatest impact at the necessary scale. However, actions such as zoning changes, renter protections, and funding often rely on individual local and agency actions that may be challenging to implement. Implementing these actions will require substantial efforts, shared accountability, and may meet resistance. The region is about two years behind in housing production and continuing to face acute housing challenges. If we are to meet the region's housing needs now and, in the future, cities, counties, agencies, coalitions, businesses, and other housing advocates need to begin now to implement these strategies.

About the Regional Housing Strategy

The Regional Housing Strategy is a “playbook” of regional and local actions to preserve, improve, and expand housing stock in the region. The aim is to make a range of affordable, accessible, healthy, and safe housing choices available to every resident and to promote fair and equal access to housing for all people.

The Regional Housing Strategy is intended to:

- Support the Growth Management Act and VISION 2050
- Provide a coordinated, data informed, and ambitious framework to address current and future housing needs for all residents
- Recognize and support the different roles local jurisdictions, agencies, and partners play in preserving and expanding both affordable and market-rate housing
- Inform, complement and advance future housing planning actions at regional, countywide, and local levels
- Center equity and use a racial equity lens to assess disparities, engage residents, and minimize burdens to vulnerable communities

This work began with development of the first region-wide assessment of housing needs. The [Regional Housing Needs Assessment](#) addresses the central question of “What are gaps between current and projected housing needs and housing supply?” The needs assessment analyzed the region's housing stock and demonstrated how local and subregional housing need and supply fit into the regional picture. The Regional Housing Strategy is informed by the findings of the Needs Assessment, Growth Management Policy Board feedback, stakeholder outreach, and discussions among focus groups.

The Regional Housing Strategy will help guide and support upcoming local comprehensive plan updates. By providing data, guidance, and technical assistance, PSRC supports jurisdictions in their efforts to adopt best housing practices and establish coordinated local housing and affordable housing targets. More information about the Regional Housing Strategy and housing resources can be found at psrc.org/housing.

The Regional Housing Strategy is organized around the areas of supply, stability, and subsidy as a way to recognize the multiple facets of housing challenges. As a regional tool, it seeks to identify those strategies that are most important to address through regional and multijurisdictional coordination and those local actions that are essential to the implementation of VISION 2050.



Regional Housing Strategy Goals and Actions

The Regional Housing Needs Assessment underscores that it is increasingly difficult for people living and working in the central Puget Sound region to find housing that is affordable. With a need for more than 800,000 new housing units and more than a third of households anticipated to be at moderate- and lower-income levels, VISION 2050 aims to increase the construction of housing and to build more housing that is affordable to more families. In response to this need, the Regional Housing Strategy calls for three areas of action:

Supply: Build more housing of different types

To meet the region's vision for a more livable, prosperous, and equitable future, more housing is needed of different types, costs, and with access to jobs, transit and services.

Stability: Provide opportunities for residents to live in housing that meets their needs

As the region grows and become a more expensive place to live, many households are at a serious threat of being displaced from their communities. More housing options and strategies are needed to help people have the option to stay in their neighborhoods.

Subsidy: Create and sustain long-term funding sources to create and preserve housing for very low-income households and unhoused residents

At the lowest income levels, the market is not capable of building housing at a cost that is affordable. Eliminating cost burden for households will require a major increase in funding to subsidize housing costs and to build more housing affordable to households earning less than \$50,000 per year.

Supply: Build more housing of different types

The region needs more housing of varied types in all communities. The region is two years behind in housing production and needs over 800,000 new housing units to accommodate the region's needs through the year 2050. Not keeping up with population growth has exacerbated the upward pressure on housing costs. The region needs to build more housing to address the current backlog and reduce the impact on housing prices and rents.

Although jurisdictions do not typically build housing, zoning and development regulations at the local level play a significant role in whether and how much housing is built as the construction industry responds to growth. Most cities and counties have sufficient zoned capacity for growth in accordance with Buildable Lands reports. Even so, this capacity is not always located near transit stations, schools, jobs, or services, and zoning may not encourage the types of housing that best corresponds to needs or planned infrastructure. While the region is making major investments in transit and ferries, often the zoning near these transit station areas reflects decisions made decades ago. The Supply strategies call for a reexamination of residential zoning to create more places for multifamily and middle density housing and to reform single family zoning to increase flexibility and opportunities.





To reflect these needs and opportunities to improve housing supply, the Regional Housing Strategy calls for:

Allow for more multi-family housing choices near transit to provide greater access for more people

- Increase the opportunity for moderate and higher density housing to meet the goal of 65% of residential growth to be located near high-capacity transit stations. This could include increasing the land zoned for multifamily and mixed-use housing and revising multifamily zones to increase heights and densities. Areas near high-capacity transit stations, such as light rail, should be zoned for the highest housing densities.

Allow for more middle density housing to provide greater housing choice for people at all stages of life

- Increase zoning that allows for moderate density “missing middle” housing to increase opportunities for townhomes and multiple units in neighborhoods with infrastructure, services, and amenities. Zoning that supports moderate densities is limited in the region, while these forms of housing have been shown to be less costly than either single-family homes or higher density developments. Moderate density housing can fit well within established neighborhoods and significantly increasing housing supply and choices.

Allow for more housing choices within single-family zones to provide greater housing choice and less costly ownership options throughout the region

- Reform single-family zoning to increase opportunities for small lots, zero-lot line, accessory dwelling units, and duplexes that serve a wider range of households, including singles, couples, seniors, and smaller families. The vast majority of zoning in the region is for exclusively single-family development, often requiring large lots. Due to the extensive amount of single-family zoning, even modestly increasing housing opportunities in single-family zones can have a significant regional impact in both more and less densely developed places.

Reduce the costs to build housing

- Increase densities, reduce minimum lot sizes, and reduce or eliminate parking requirements to make it less costly per unit to build homes. Costs make home ownership increasingly out of reach for families and make development of more affordable housing choices difficult. Allowing increased densities, smaller lots, and less parking can significantly reduce the per unit costs of market-rate housing and affordable housing.
- Increase development predictability through cross-jurisdiction coordination and multi-jurisdiction housing organizations that works to increase regulatory consistency and reduce complexity. Developers report that varying regulations in jurisdictions across the region results in complexity and greater costs for housing.



Stability: Provide opportunities for residents to live in housing that meets their needs

The rising cost of housing threatens the ability of people to remain in their communities. The housing market has experienced great highs and lows that have benefitted some and created and exacerbated hardship and inequalities for others. Following the precipitous drop in housing prices and foreclosures of the recession, the region's economic upswing and strong job growth in the 2010s have fueled dramatic increases in rents and home prices. Despite job losses due to the COVID-19 pandemic and the resulting financial impact on many households, home prices have continued to increase in the region. Some may have been able to take advantage of historically low mortgage interest rates or lower rents, while others are in a challenging position due to loss of income and face the potential of eviction or foreclosure. An imbalanced recovery may further the threat of displacement of low-income households and people of color. As a result, housing costs are a greater burden for many households today than a decade ago, leaving less for other basic needs and amenities. Renters, and renters of color in particular, face a considerable shortage of affordable housing opportunities. And these households are often the most at risk of losing their housing and experiencing homelessness.

Regional growth centers and communities near transit are home to more people of color and higher concentrations of poverty than the region as a whole. As these central places continue to grow and develop, residents and businesses who contribute to these communities should have the option to remain and thrive and take advantage of new amenities and services. The Stability strategies call for education and financial support to provide opportunities for residents to continue to live in community, and to promote development that ensures housing is near transit, childcare, and other services and amenities needed to improve quality of life.

To reflect these needs and opportunities to improve housing stability, the Regional Housing Strategy calls for:

Strengthen tenant assistance and protections to provide opportunities for residents to continue to live in their communities

- Provide tenant counseling and assistance and landlord education to further fair housing and the ability of tenants to remain in safe, healthy housing. Cities can work cooperatively and through local housing agencies to provide assistance, education, and to ensure available affordable housing meets basic health and safety standards.

Increase access to home ownership

- Advocate for a bill to support equitable homeownership assistance that expands home ownership and down payment assistance programs to provide support for renters seeking to purchase a home in their community. Often renters are able to afford the monthly costs of housing, but lack the ability to make the down payment at the costs of housing today. Past efforts to provide low-cost mortgages and low-interest loans have been successful at increasing homeownership. A modern federal program could work use these tools to improve access to home ownership to low-income families and people of color.



Increase services and amenities to provide access to opportunity in low opportunity areas experiencing housing growth

- Incentivize early childhood education centers, medical care, and other community serving commercial uses in mixed-used development. Stable, affordable housing and community serving commercial uses – such as early education, medical care, community banking, and social services – set the foundation for economic opportunity. Families in the region face high housing cost burdens and are often displaced from high opportunity areas. Community serving commercial uses are similarly being displaced, and there is already a shortage of services in many communities. Development regulations can help to accelerate the development of community-serving commercial uses as ground floor commercial uses in new mixed-use development.

Leverage growth near transit and higher opportunity areas to incentivize and/or require the creation and preservation of long-term affordable housing

- Use voluntary and/or mandatory incentives to include affordable housing in all new development in proximity to transit and in higher opportunity areas. Transit station areas are most at risk of displacement as they grow and people seek to take advantage of the region's investments in transportation. Providing housing for moderate- and low-income households will increase the opportunities for families to remain in their communities even as they grow and change. These areas are particularly suited to incentives and affordability requirements that can be included as areas near transit are zoned for higher densities. Other higher opportunity areas, including single family zones, may also be suited to affordability incentives that can leverage strong housing markets to increase inclusion.
- Adopt MFTE in all areas near frequent transit where allowed under state law. The multifamily tax exemption allowed by state law has been shown in PSRC's survey of local jurisdictions to be the most effective tool at creating more housing and housing units at moderate-income levels. Continuing and expanding its use to all allowed areas would be a major factor in creating housing for households earning less than 80% AMI. MFTE could be used with other incentives, funding and tools to also reach lower income levels. Smaller communities may need assistance from multi-jurisdiction housing organizations to implement MFTE.



Subsidy: Create and sustain long-term funding sources to create and preserve housing for very low-income households and unhoused residents

Homes provided by the private market make up most housing in the region. However, the private market alone cannot provide housing for all residents. Income restricted units (often also referred to as subsidized units) – made possible with federal, state, and local funding and incentives that ensure long-term rent or income restrictions – provide affordable housing that the private market cannot. Rent restrictions are typically set at 30 percent of the household's income, meaning that, ideally, no one living in a subsidized unit is cost burdened. Income restricted units are typically targeted to meet the needs of low and very low-income households as well as who need specific services.

The region cannot fully address affordability needs until the housing needs of extremely low-income (less than 30 percent AMI) households are met. Addressing the needs of the lowest income households will cause a chain reaction, freeing up more moderately priced housing units that are more affordable for households at higher income thresholds. The current housing crisis is not something that we can “build out way out of” with market rate housing alone. This will require significant incentives, subsidies, and funding as the private market cannot produce housing affordable to these households without public intervention. The Subsidy strategies call for identifying existing and new funding sources from a variety of housing stakeholders.

To reflect these needs and opportunities to improve housing subsidy, the Regional Housing Strategy calls for:

Identify public, private, and philanthropic funding to increase affordable housing and access to housing for lower-income families

- **Advocate for substantial federal and state funding** to address affordability for very low-income households. The federal government provides tax incentives for homeownership, that primarily benefits higher income households, but spending directed toward low-income households has decreased compared to historic levels. Federal rental assistance targets households with incomes below 30 percent of the median level, which are often elderly people, people with disabilities, and working poor families. Due to funding limitation, rental assistance programs only reach a fraction of those with needs. More funding for assistance and to build more affordable housing options is necessary to meet the needs for very low-income households. Further, addressing the need for housing at very low-income levels adds to the overall availability of housing and reduces pressure on the housing market, creating greater housing opportunities for those families at low- and moderate-income levels.
- **Encourage major employers to finance affordable housing** construction and preservation to provide opportunities for employees to live closer to where they work. Employers are increasingly seeing housing access as critical to attracting employees, contributing to livable communities, and a moral responsibility. Major employers have recently committed to spending millions towards affordable housing and homelessness. Local jurisdictions and housing organizations can facilitate continued corporate involvement.

- Expand local funding options and how they are used across the region. Adopting a housing levy or increasing general funds towards housing may be challenging for communities. However, local funding can be critical to “match” other funding sources and to demonstrate an ongoing commitment to increasing housing affordability. Local housing levies and funds have played a significant role in building housing and are often coordinated through subregional housing agencies. Recognizing that it may be impossible for smaller communities to individually develop and manage local housing funds, strengthening multi-jurisdiction housing organizations may be key to raising and coordinating housing funding.

Implementation

The collective work of PSRC, counties, cities, and other agencies and organizations is needed to implement the Regional Housing Strategy and meet the region’s housing needs. Many of the needed actions require work by cities and counties as zoning and permitting are local functions.

Cities and counties must be strategic in allocating funding, resources, and organizational capacity to take on planning projects in addition to the required 2024 plan update, such as new rezones and code amendments. Recognizing that individual cities have limited capacity, most communities in the region have been forming regional housing agencies, such as A Regional Coalition for Housing (ARCH) and South King Housing and Homelessness Partnership (SKHHP) in King County, the Alliance for Housing Affordability (AHA) in Snohomish County, and South Sound Housing Affordability Partners (SSHAP) in Pierce County. Although some of these organizations are new and small, they may be critical to the implementation of the Regional Housing Strategy in their ability to coordinate work across multiple jurisdictions. Coordination at the subregional level has also proven effective for state and federal advocacy work and for engaging with major employers and other private sector stakeholders.



During the development of VISION 2050, the board discussed how jurisdictions need to hold each other accountable for meeting growth objectives and allowing for housing. As a regional planning agency, PSRC does not have regulatory to enforce the actions of the Regional Housing Strategy, but there may be opportunities to incentivize housing actions through regional funding programs or other innovative approaches. PSRC also has opportunities to expand its role in technical assistance to potentially include model code and ordinances and exploratory research to expand the region’s “toolbox” of housing tools. Additionally, some of the actions called for in the draft Regional Housing Strategy require action at the state and/or federal level and coordination with private partners.

Based on this feedback the following implementation approaches are proposed to address existing gaps in capacity, resources and funding.

	CAPACITY	RESOURCES	FUNDING
Federal			- Expand LIHTC, Section 8, and other funding sources to build and preserve income restricted units - Expand home ownership and down payment assistance
State	Support local jurisdictions in advocating for Federal reforms	Provide technical assistance to support comprehensive plan updates and ongoing housing work	- Expand the Housing Trust Fund to build and preserve income restricted units - Expand home ownership and down payment assistance - Support the continued authorization of local funding mechanisms and provide additional funding options for local jurisdictions
PSRC	- Support state and local efforts to advocate for funding reforms - Convene stakeholders to increase collaboration, resource sharing, and public-private partnerships	- Provide technical assistance to support local work, including guidance on engaging community members, and model codes and ordinances - Provide data and research including ongoing monitoring of implementation efforts, and exploring the feasibility of potential new tools and resources	Explore financial incentives for housing actions, including prioritizing transportation funding for projects that support affordable housing

	CAPACITY	RESOURCES	FUNDING
Sub-Regional Agencies	- Support state and local efforts to advocate for funding reforms - Convene stakeholders to increase collaboration, resource sharing, and public-private partnerships	- Support local audits of existing development regulations and revise as needed - Increase consistency in development regulations	- Establish and/or expand a capital fund - Explore establishing a housing benefit district, if enabled
Local Jurisdictions	Join a multi-jurisdictional agency, if applicable	- Rezone/upzone - Establish/expand tenant and landlord programs - Audit existing development regulations and revise as needed	- Contribute to multi-jurisdictional agency capital funds, if applicable - Audit existing and potential local revenue sources and adopt new sources as needed

Typology

The Regional Housing Strategy provides the region an opportunity to take a more coordinated approach to address housing access and affordability. However, the region includes a variety of jurisdictions, neighborhoods, and housing markets. Communities serve different functions in the region, such as dense downtown central business districts, smaller mixed-use neighborhood districts, and less dense single-family neighborhoods. At the local level, these places vary in their needs for housing investments and interventions, just as the people who live and work in these communities differ in their access to education, employment, housing, and other amenities and services to allow them to lead a successful life. Moreover, the local visions for these communities may differ greatly in terms of the amount and scale of future residential growth anticipated. Accordingly, different sets of strategies will help communities thrive and grow with equitable outcomes for current and future community members.

A typology is a way to retain a commonality of approach regionally while tailoring recommendations to specific locations based on their needs and opportunities. This classification framework assesses current conditions and utilizes existing regional policy to develop a framework to link appropriate implementation strategies to communities with common characteristics. The typology therefore would have two primary functions: 1) to assess existing community conditions and 2) to identify appropriate tools and actions to support housing access and affordability now and as places change and grow.

Following the adoption of the Regional Housing Strategy, PSRC will work with stakeholders to develop and use a typology to identify the strategies, tools, and actions that have the most potential to make an impact in different types of places.



Monitoring

In consultation with jurisdictions and other stakeholders, PSRC will develop a framework to track performance and outcomes over time and identify challenges or barriers over time. PSRC will also explore methods to share the most current data, such as an online dashboard. Performance measures should support the housing goal and policies in VISION 2050 and the strategies identified in the Regional Housing Strategy. Measures may include assessment of demographic characteristics, local adoption of housing tools and incentives, housing affordability, employment, amenities, and access to opportunity.

Housing is critical for every resident, and every community plays a role in addressing this collective responsibility. The complexity of addressing the full range of housing needs and challenges requires a coordinated regional-local approach and will require action from cities, counties, residents, businesses, and other agencies and stakeholders to work together to meet the needs. A coordinated, regionwide effort to build and preserve housing accessible to all residents is not just about housing. It is also about building healthy, complete, and welcoming communities where all families and people, regardless of income, race, family size or need, are able to live near good schools, transit, employment opportunities, and open space.



MEMORANDUM

TO: Daryl Eiding, Mayor
Dave Gray, Assistant City Administrator

FROM: Darren Groth, CED Director 

DATE: September 16, 2021

RE: South Sound Housing Affordability Partners

In 2018, the “Mayor’s Roundtable” (a roundtable discussion amongst local elected officials) was formed to address the topic of housing affordability in Pierce County. The discussions focused on what can be done collectively in Pierce County to address housing affordability and attainability for residents of all income level, while acknowledging each jurisdiction's unique housing market and challenges. In 2019, the Mayor’s Roundtable group began calling itself the South Sound Housing Affordability Partners (SSHAP).

Last December, SSHAP moved forward a draft interlocal agreement with five key elements:

1. The SSHAP coalition will be governed by an Executive Board comprised of elected officials (or other designated officials) of the members' governments. Each member will have one vote on the Executive Board;
2. The SSHAP coalition will have an Advisory Board comprised of key housing stakeholders;
3. Pierce County will act as the administrative entity and fiscal agent;
4. SSHAP will include 1.5 staff to provide services to all member governments; and
5. SSHAP will be structured to include the possibility of creating a capital fund.

They agreed in December that the next steps for 2021 would include:

1. Complete a draft interlocal agreement for review;
2. Presentations to the Councils of governments that have expressed an interest in joining SSHAP;
3. Approval of interlocal agreement by the Councils of the governments that wish to join;
4. Hire SSHAP Executive Manager; and
5. Begin SSHAP work.

As we learned from PSRC’s presentation to City Council on September 7, 2021, affordable housing is a complex issue, requiring significant regional and metropolitan level attention. Cities of every size are grappling with increasing homelessness and a lack of affordable housing. Part of the reason for this is that the financial returns from low-income housing development are not high enough for traditional banking institutions and housing developers to be incentivized to finance and construct housing for this economic segment. Housing developments are usually financed based on a high market rent or sale price that will

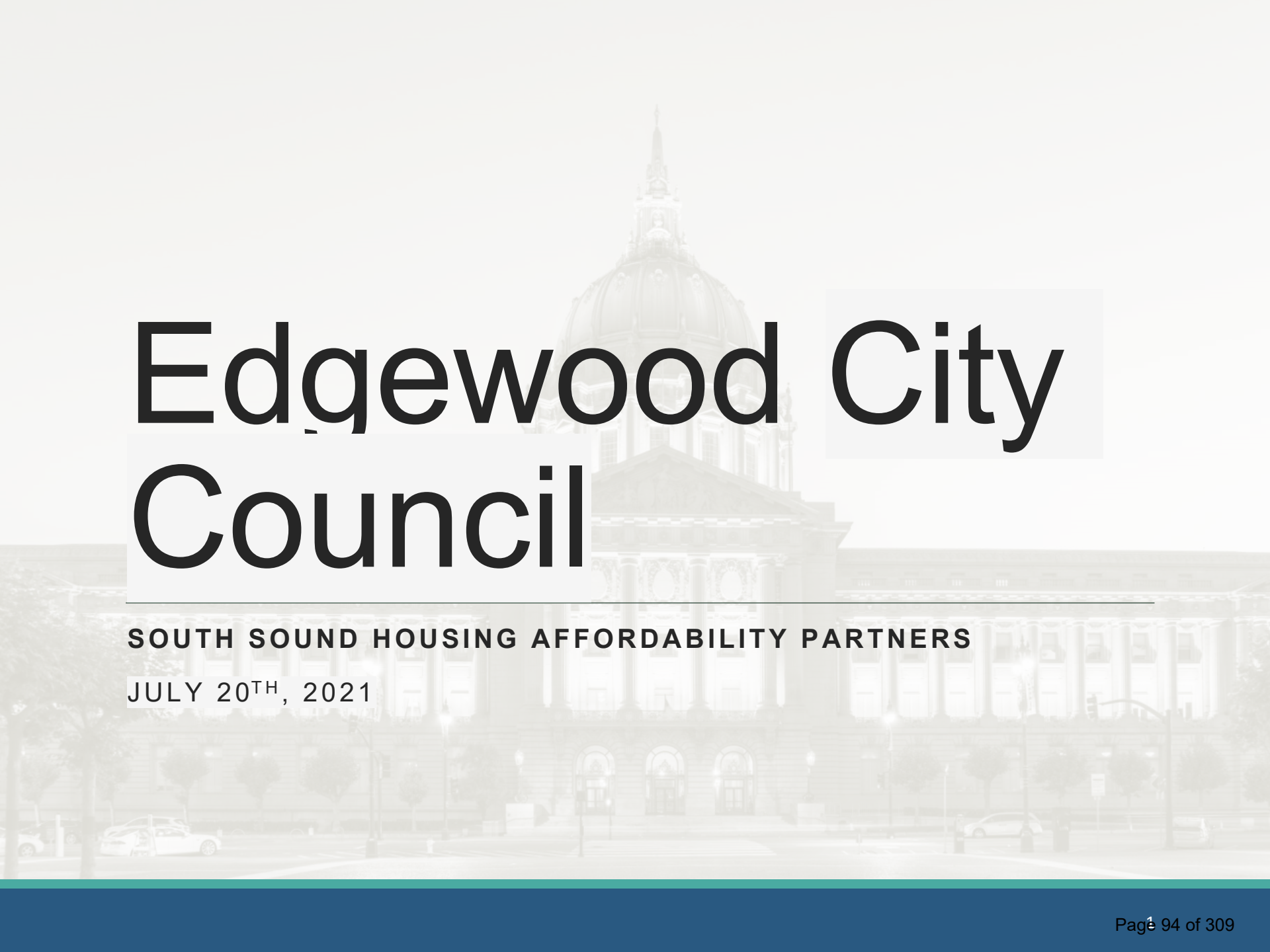
guarantee the repayment of construction loans to banks and result in enough profit for housing developers to take on the many risks of development. Thus, most housing is constructed for those at or above median income levels.

This is seemingly especially true in Edgewood because we see high land values coupled with well above average median home values and median household incomes. Recent state laws, e.g., HB 1923 (2019), encourages all cities to take actions to increase residential building capacity. Many of the legislative actions were suggestive; however, they clearly point in a direction that may require every city planning under the GMA to take mandatory actions on some of the following topics: increasing density, authorizing duplex or triplex developments in all single-family zones, mandate Accessory Dwelling Unit (ADU) authorizations in development codes, or increasing the maximum divisions allowed for a short plat. Any, and certainly all, of these steps would be taxing to the Edgewood community.

Formally joining SSHAP allows Edgewood to participate in regionally addressing housing shortage concerns and housing affordability with the potential benefit of lessening the severity of any mandated community-reshaping local code amendments. In essence, Edgewood could be addressing affordable housing by regionally supporting Tacoma's rebates to build tax-supported multi-family housing in exchange for us increasing the allowable short plat divisions. Edgewood may ultimately not have to find ways to require the Multi-Family Tax Exemption on all developments if we can contribute to housing supplies while collectively ensuring Auburn is supported by all SSHAP members to receive funds from the Washington State Housing Trust Fund.

Based on the manner with which all these topics intertwine and the concept that planning does not adhere to physical geographic boundaries, it is my opinion that the City of Edgewood should participate in the SSHAP.

CC: Wednesday Group



Edgewood City Council

SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

JULY 20TH, 2021



SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

Shaping Pierce County's Future by Creating Access to Affordable and Attainable Housing



We Have an Intergovernmental Agreement!

It's time for each local government to determine if they will join SSHA³P by adopting the agreement and making a financial commitment



Why Participate? Three Key Points

Provide support for policy and program development across multiple member governments.

Provide staffing support unique to the needs of each participating government seeking assistance.

Design and support demonstration projects that yield additional or preserve existing housing.

What SSHA³P Will **Not** Do

Usurp

- Usurp any government's land use authority

Duplicate

- Duplicate the work already being done by other government or quasi-governmental entities such as PCRC or PSRC

Another Layer

- Become another layer of bureaucracy adding new regulations on affordable/ attainable housing development

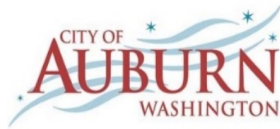
Each
Government
Is Welcome
To Join

Participation
in SSHA³P is
totally
voluntary

(A Coalition of the
Willing)

Governments Considering IGA

Logos indicate governments that are deciding whether they will participate in SSHA^{3P}.



Bonney Lake

Buckley

Carbonado



Eatonville



Pacific



Roy

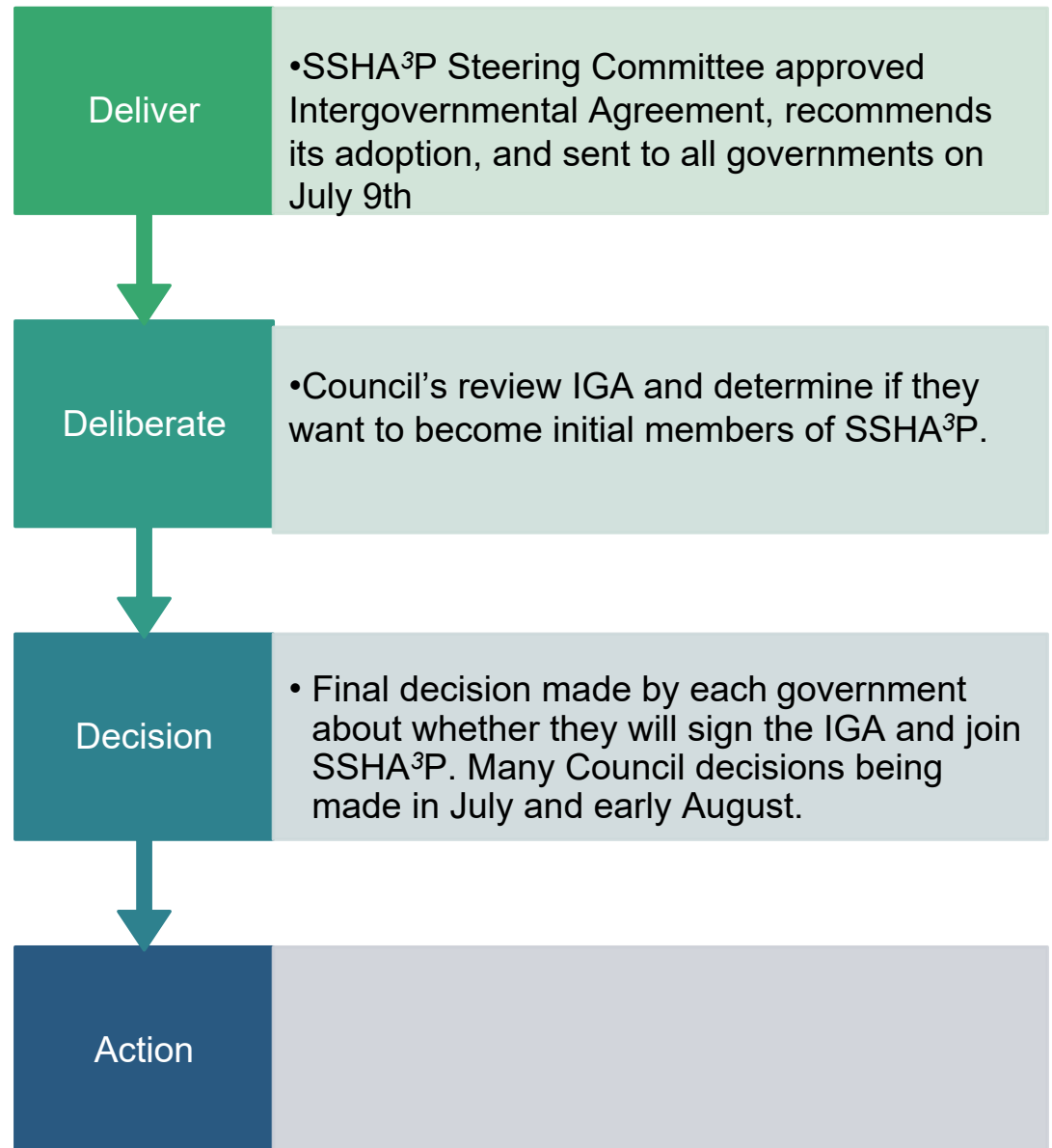
Ruston

South Prairie



Wilkeson

Steps Leading Up to Formal Launch in Sept.



Financial Commitment

Based on preliminary budget scenarios the annual contribution from Edgewood could be approximately :

\$5,000 to \$6,000

depending on the population of the jurisdiction and how many governments participate. Current range is 10-16 governments.

Would support SSHA³P staff of 1.5 FTE

DRAFT STRAW PROPOSAL OPTION 1 (11.04.20)

YEAR 1
1 FTE w/ Govts Providing 2020 Funding
6 months of Operations 1 FTE

Shares for participating cities:

	Population (OFM 2020 est)	% of Population	Option A: Strict Population	Option B: Grouped by sized**
Auburn	9,980	1%	\$ 1,057	\$ 1,750
Fife	10,200	1%	\$ 1,081	\$ 1,750
Gig Harbor	11,240	1%	\$ 1,191	\$ 1,750
Lakewood	60,030	8%	\$ 6,361	\$ 8,000
Puyallup	42,700	5%	\$ 4,525	\$ 6,000
Puyallup Tribe	6,000	1%	\$ 636	\$ 1,000
Steilacoom	6,505	1%	\$ 689	\$ 1,000
Sumner	10,360	1%	\$ 1,098	\$ 1,750
Tacoma	213,300	27%	\$ 22,602	\$ 20,000
Unincorporated Pierce Co	426,200	54%	\$ 45,161	\$ 42,500
TOTAL	796,515		\$ 84,400	\$ 85,500

YEAR 2
Govts Providing 2020 Funding; Full Year of Operations 1 FTE

Shares for participating cities:

	Population (OFM 2020 est)	% of Population	Option A: Strict Population	Option B: Grouped by sized*
Auburn	9,980	1%	\$ 2,189	\$ 3,500
Fife	10,200	1%	\$ 2,238	\$ 3,500
Gig Harbor	11,240	1%	\$ 2,466	\$ 3,500
Lakewood	60,030	8%	\$ 13,169	\$ 14,000
Puyallup	42,700	5%	\$ 9,367	\$ 10,000
Puyallup Tribe	6,000	1%	\$ 1,316	\$ 2,000
Steilacoom	6,505	1%	\$ 1,427	\$ 2,000
Sumner	10,360	1%	\$ 2,273	\$ 3,500
Tacoma	213,300	27%	\$ 46,791	\$ 43,000
Unincorporated Pierce Co	426,200	54%	\$ 93,494	\$ 90,000
TOTAL	796,515		\$ 174,729	\$ 175,000

How Might Edgewood Benefit by Joining SSHA³P?

- Edgewood will have a seat on the Executive Board and be granted an equal vote with all other participating governments determining what priority items will be in the SSHA³P work plan.
- Edgewood could get technical assistance and support to evaluate its current policies or regulations related to housing and/or to revise and adopt new ones.
- Edgewood through its participation will have a voice at state and regional decision tables regarding its priority affordable housing needs and actions.
- Edgewood could hear promising ideas from its peers about strategies they are deploying to preserve existing housing stock and homeowners (also strategies that have not worked well).
- Edgewood could share in resources that might be marshalled (i.e. pooling of capital funds) for preserving existing or producing additional affordable housing.

Discussion and Questions

Thank you to the
Steering Committee and
Staff Working Group that
got us to this place in the
journey!



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – Council Rules of Procedure – Council Liaisons Roles and Responsibilities	Agenda Item #: 2.C
	For Agenda of: 10/5/2021
	Prepared by: Rachel Pitzel
Attachments (list): 1. RESOLUTION NO. 21-0xxx, AMENDING THE COUNCIL RULES OF PROCEDURE REGARDING COUNCIL LIAISONS 2. DRAFT_CC Rules of Procedure Amendments_Amended 092221 - AMS edits	
Approval of Materials: Rachel Pitzel Rachel Pitzel 9/28/2021 Dave Gray 9/29/2021 Daryl Eidinger 9/30/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 09.21.2021 SS Discussion 10.05.2021 SS Discussion 10.12.2021 RCM Approval under Consent Agenda

Summary Statement:

The City has established advisory bodies, committees, and boards for various purposes, such as the Planning Commission, Economic Development and Advisory Board, and the Parks and Recreation Advisory Board, generally comprised of members of the community.

The City Council finds that it would be helpful to modify the roles and responsibilities of the Council liaison serving in an advisory capacity on these various city and regional boards and commissions and report back to the Council as a whole. At the September 21, 2021 study session, council wanted modifications to be more clear on the roles of the Council Committee Liaisons. During that discussion, it was also discussed to modify the language for the City Attorney's attendance in Section 7.2. During the process of updating, Mayor Eidinger noted that the language for public comments needed to be updated based on Council direction last year regarding only having a public comment period at the beginning of the agenda for items on or off the agenda. All modifications have been made to read as follows:

Section 7. Council Meeting Staffing

7.2. *The City Attorney shall attend all regular council meetings of the Council unless excused. The Mayor may ask the City Attorney to attend study sessions and/or any other meetings, as necessary. Upon request and/or in the City Attorney's absence, they shall give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.*

Section 11. Comments, Concerns and Testimony to Council

11.1 *During the Audience Comment portion of the meeting, members of the public may comment up to three (3) minutes on any subject relating to the City of Edgewood and/or the Edgewood community for items that*

are on or not on the agenda for that meeting, except: (i) comments related to a pending quasi-judicial matter, and (ii) comments prohibited by state law.

11.2 was deleted. Information is reflected in 11.1.

Section 12. Motions

12.3 Deleted (no longer allowing public comments after each agenda item)

17.1 Council Liaisons.*The Council may designate, by motion, councilmembers to serve as liaisons to each of the City advisory bodies, boards, and commissions ("Council Committee Liaisons"). A Council Committee Liaison is not a "member" of the City advisory body, board, and commission; rather, they are a positive resource to support the City advisory bodies, boards, and commissions in the completion of its annual Work Plan approved by Council. As such, a Council Committee Liaison shall be recognized by the Chair as being in attendance. Liaisons shall not take part in the City advisory bodies, boards, and commissions deliberations or discussions unless the Committee requests the Liaison's participation in a particular discussion. Liaisons shall not take part in any votes or decision making of the City advisory bodies, boards, and commissions. Council Committee Liaisons are expected to speak on behalf of the Council as a whole, and therefore should avoid taking positions and making comments based on their personal opinions if they differ from the Council majority. Any personal opinions should be clearly identified as such and not be portrayed as the position of the Council majority. Council Committee Liaisons should provide updates to the entire Council, generally at the next regular meeting after the committee or board meeting.*

17.4 *Committee and Board minutes shall reflect the attendance/absence of Council Committee Liaisons and/or Councilmember's attendance. Councilmembers who are not the appointed liaison or alternate liaison must refrain from joining the meeting if there are more than three councilmembers present, unless appropriate notice was given by the City in advance, in compliance with the OPMA.*

Item History:

09.14.2021 Discussion at Study Session

10.05.2021 Continued Discussion at Study Session

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Resolution – Council Rules of Procedure – Council Liaisons Roles and Responsibilities

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 21-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING THE COUNCIL RULES OF PROCEDURE REGARDING COUNCIL LIAISONS ROLES AND RESPONSIBILITIES

WHEREAS, the City has established advisory bodies, committees, and boards for various purposes, such as the Planning Commission, Economic Development and Advisory Board, and the Parks and Recreation Advisory Board, generally comprised of members of the community; and

WHEREAS, along with City-specific boards and committees, various regional bodies exist that address issues of regional significance and interest, such as the Pierce County Regional Council and WRIA 10 Watershed Restoration and Enhancement Committee; and

WHEREAS, the City Council amended its Council Rules of Procedure with Resolution No. 21-0550 to provide for Council Liaisons on City and Regional Boards, Committees and other bodies; and

WHEREAS, the Council desires to amend its Council Rules of Procedures to further clarify the roles and responsibilities for Council liaisons;

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

Section 1. Council Rules of Procedure Amended. The Council Rules of Procedure are hereby amended as shown in Exhibit A1, attached hereto and incorporated herein by this reference.

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

ADOPTED THIS 12TH DAY OF OCTOBER, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



**CITY OF EDGEWOOD
COUNCIL RULES OF PROCEDURE**
Amended ~~June 22, 2021~~ October 12, 2021

Table of Contents

Section 1.	Authority; Enforcement; Construction
Section 2.	Organization
Section 3.	Mayor and Deputy Mayor
Section 4.	Pro Tempore and Deputy Mayor Appointments
Section 5.	Council Authority and Council Relations with City Staff
Section 6.	City Advisory Bodies
Section 7.	Council Meeting Staffing
Section 8.	Council Meetings
Section 9.	Agenda Preparation
Section 10.	Council Discussion
Section 11.	Comments, Concerns and Testimony to Council
Section 12.	Motions
Section 13.	Ordinances
Section 14.	Councilmember Attendance at Regular Meetings
Section 15.	Public Hearings
Section 16.	Media Representation at Council Meetings
Section 17.	Council Committee Liaisons, Service on Regional Boards, and Representation on Behalf of the City
Section 18.	Confidentiality
Section 19.	Administration and Housekeeping
Section 20.	Suspension and Amendment of Rules; Implied Waiver
Section 21.	Minutes

SECTION 1. AUTHORITY; ENFORCEMENT; CONSTRUCTION

- 1.1 The Edgewood City Council hereby establishes the following rules for the conduct of Council meetings, proceedings, and business. These rules shall be in effect upon adoption by the Council and until such time as they are amended or new rules are adopted. These rules shall be construed in accordance with applicable state law. If any provision of these rules irreconcilably conflicts with any applicable state law provision, the state law provision shall control to the extent of such conflict.
- 1.2 These rules are for the sole use and convenience of the City Council and Mayor, and may only be enforced thereby. Nothing in these rules shall be construed as creating any enforceable right, entitlement and/or cause of action in or for any third party.

SECTION 2. ORGANIZATION

- 2.1 **SWEARING IN OF NEW COUNCILMEMBERS** – New Councilmember(s) shall be sworn in, according to the requirements of State law as they currently exist or may hereafter be amended. State law currently allows new Councilmembers to be sworn in (a) Up to ten days prior to the scheduled date of assuming office, including just prior to commencing the first meeting in which the newly elected Councilmember(s) will assume office; or (b) At the last Regular Meeting of the City Council held before the beginning of the year in which Councilmember-elect is to assume office. Under current State law, the oath may be administered and certified by “any officer or notary public who administers oaths, without charge therefore.” This includes but is not limited to, the City Clerk and any judicial officer.
- 2.2 **VACANCIES OF OFFICE** - A vacancy of office will occur upon the death or resignation of the incumbent, the incumbent ceasing to be a legally registered voter of the city, the incumbent's conviction of a felony or other offense involving a violation of his or her official oath, and other events as set forth in RCW 35A.12.060 and RCW 42.12.010. If a vacancy should occur, the remaining members of the City Council shall appoint a qualified person to fill the vacant position pursuant to the provisions of 42.12.070 within ninety (90) days of the occurrence of the vacancy. Councilmember appointees under this section shall be sworn in prior to assuming their seat on the Council.

The following procedures are intended to provide guidance to the Council when a Councilmember position becomes vacant before the expiration of the official's elected term of office. Provided, the Council in its discretion may specify another lawful process for filling any vacancy.

- 2.3 **APPOINTMENT PROCESS**
 - (1) The Council shall direct staff to begin the Councilmember appointment process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity.

- (2) The City Clerk's office shall prepare and submit a display advertisement to the City's official newspaper and provide courtesy copies to all other local media outlets. The advertisement will announce the vacancy consistent with the requirements necessary to hold public office; specify that the applicant must be a registered voter of the City and have a one (1) year residency in the City. This display advertisement shall be published once a each week for two (2) consecutive weeks. This display advertisement shall contain other information including, but not limited to, time to be served in the vacant position, election and salary information, Councilmember authority and duties, the deadline date and time for submitting applications, interview and appointment schedules, and such other information that the Council deems appropriate.
- (3) The City Clerk's Office shall prepare an application form, which requests appropriate information for Council consideration of the applicants. Applications will be available at the City offices and such other locations that the Council deems appropriate.
- (4) Applications received by the deadline date and time will be copied and circulated by the City Clerk's office to the Mayor and Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.
- (5) The City Clerk's office shall publish the required public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled Council meeting, or a special session Council meeting.
- (6) The City Clerk's office shall notify applicants of the location, date and time of Council interviews.
- (7) Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each Councilmember.

2.4 INTERVIEW MEETING - Each interview of an applicant/candidate shall be no more than thirty (30) minutes in length as follows:

- (1) The applicant shall present his or her credentials to the Council. (10 minutes).
- (2) The Council shall ask the predetermined set of questions, which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions, and will have two (2) minutes to answer each question. (14 minutes).
- (3) An informal question and answer period in which Councilmembers may ask and receive answers to miscellaneous questions. (10 minutes).
- (4) The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk.
- (5) The Council may reduce the thirty (30) minute interview time if the number of applicants exceeds six (6) candidates or, alternatively, the Council may elect not to interview all of the applicants if the number exceeds six (6) candidates. The decision as to which applicants to interview will be based on the information contained in the application forms.

- 2.5 VOTING - Upon completion of the interviews, Councilmembers may convene into executive session to discuss the qualifications of the applicants. However, all interviews, nominations and votes taken by the Council shall be in open public session.
- (1) The Mayor shall ask for nominations from the Councilmembers.
 - (2) After a nomination and second has been received, the City Clerk shall proceed with a roll-call vote.
 - (3) Balloting will continue until a nominee receives a majority vote.
 - (4) At anytime during the balloting process, the Council may postpone balloting until a date certain or regular Council meeting if a majority vote has not been received.
 - (5) Nothing in this policy shall prevent the Council from reconvening into executive session to further discuss the applicant/candidate qualifications.
 - (6) The Mayor shall declare the nominee receiving the majority vote as the new Councilmember and the Clerk shall swear him/her into office at the earliest opportunity, no later than the next regularly scheduled Council meeting.
 - (7) If the Council does not give a majority vote within ninety (90) days of the declared vacancy, the RCW delegates appointment powers to Pierce County.

SECTION 3. MAYOR AND DEPUTY MAYOR

- 3.1 Presiding Officer Duties. The Mayor shall preside at all meetings of the Council, and in the absence of the Mayor, the Deputy Mayor will act in that capacity. If both the Mayor and Deputy Mayor are absent, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

The responsibilities of the Mayor, Deputy Mayor or Presiding Officer shall be as follows:

- (1) He or she shall preserve order and decorum in the Council chambers;
- (2) He or she shall observe and enforce all procedural rules adopted by the Council;
- (3) He or she shall decide all questions on order in accordance with these rules, subject to appeal by any Councilmember;
- (4) He or she recognize Councilmembers in the order in which they request the floor (Councilmembers shall wait to be recognized before speaking);
- (5) He or she shall state the applicable public hearing procedures before each public hearing;
- (6) He or she shall announce executive sessions held during regular or special Council meetings;
- (7) He or she shall indicate the names of the Councilmembers making the motion and second;
- (8) He or she shall summarize consensus at the conclusion of discussions when the Council concurs or agrees to an item that does not require a formal motion;
- (9) He or she (or his/her designee) shall read the title of the ordinance prior to voting;
- (10) He or she shall appoint Councilmembers to serve on ad hoc committees as deemed necessary;

- (11) He or she will determine ongoing dedicated schedules for regular study sessions, special Council meetings, executive sessions;
 - (12) He or she will approve the Council agenda; and
 - (13) Mayor may send issues directly to a Council study session for review in lieu of or prior to being referred to a regular Council meeting;
- 3.2 Mayoral Tie-Breaking Authority and Veto Power. Pursuant to Chapter 35A.12 RCW, the Mayor shall have the following authority with respect to voting and the veto of ordinances:
- (1) The Mayor shall have a vote only in the case of a tie in the votes of the Councilmembers with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money.
 - (2) The Mayor shall have the power to veto ordinances passed by the Council and submitted to him or her as provided in Chapter 35A.12 RCW. Every ordinance which passes the Council in order to become valid must be presented to the Mayor; if the Mayor approves it, he or she shall sign it, but if not, the Mayor shall return it with his or her written objections to the Council and the Council shall cause his or her objections to be entered at large into the meeting minutes and proceed to a reconsideration thereof. If upon reconsideration a majority plus one of the whole Council, voting upon a call of ayes and nays, favor its passage, the ordinance shall become valid notwithstanding the Mayor's veto. If the Mayor fails for ten days to either approve or veto an ordinance, it shall become valid without his or her approval.
- 3.3 Mayor's Statutory Authority and Ceremonial Duties of Mayor.
- (1) The Mayor's duties and authority are as set forth in RCW 35A.12.100 and .090, as well as other statutes relating to Mayors in cities organized under the Optional Municipal Code (Title 35A RCW).
 - (2) The Mayor shall make an annual State of the City report during a regularly scheduled Council meeting.
 - (3) The Mayor shall represent the City at functions and meetings with other jurisdictions/organizations

SECTION 4. PRO TEMPORE AND DEPUTY MAYOR APPOINTMENTS

- 4.1 Biennially at the first meeting of the Council, or periodically thereafter, the Council may designate a Councilmember as Mayor Pro Tempore or Deputy Mayor for such period as may be specified by the Council. The Deputy Mayor shall serve in the absence or temporary disability of the Mayor.
- 4.2 Alternatively, the Council may, as the need may arise, appoint any qualified person to serve as Mayor Pro Tempore in the absence or disability of the Mayor.
- 4.3 Appointment of a Councilmember to preside over a meeting shall not in any way abridge his or her right to vote on matters coming before the Council at such meeting.

- 4.4 In the event of the extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

SECTION 5. COUNCIL AUTHORITY AND COUNCIL RELATIONS WITH CITY STAFF

- 5.1 The authority of the City Council is set forth in RCW 35A.11.020 and other provisions in Title 35A RCW.
- 5.2 There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting.
- 5.3 City staff will acknowledge the Council as policy makers
- 5.4 Councilmembers will acknowledge City staff as administering the Council's policies.
- 5.5 All written informational material requested by individual Councilmembers shall be submitted by City staff, after approval of the Mayor, to all Councilmembers with a notation indicating which Councilmember requested the information.
- 5.6 Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.
- 5.7 The Council shall not attempt to change or interfere with the operating rules and practices of any City department in derogation of the Mayor's statutory authority.
- 5.8 Mail that is addressed to the Mayor and Councilmembers shall be copied and circulated by the City Clerk as soon as practicable after it arrives.
- 5.9 The City Clerk shall not open mail addressed to individual Councilmembers if it is marked personal and/or confidential.

SECTION 6. CITY ADVISORY BODIES

- 6.1 Every advisory body, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by the Council to determine its effectiveness. This statement of purpose is made available to all citizen members when they are appointed.
- 6.2 The Council may dissolve any advisory body that, in the Council's opinion, has completed its working function or for any other reason.
- 6.3 Citizen board, commission, committee, and task force members shall be selected in accordance with the following procedures, or at the Council's discretion, any other lawful process:
- A) The City Council, as a Committee of the Whole, shall establish an application packet including appropriate disclosure of interest forms and a prescreening questionnaire, containing questions specific to each individual

group and the charge of that group, to be used in ranking candidates prior to scheduling interviews.

- B) A citywide recruitment process shall be initiated seeking applicant(s). Vacancies are advertised so that any interested citizen may submit an application. Applicants are required to be citizens of the City. Councilmembers are encouraged to solicit applications from qualified citizens. Applications shall be available from the office of the City Clerk, the City's website and shall be required to be submitted within the advertised deadline in order to be considered for appointment during each application period.

Existing board, commission, committee and task force members wishing reappointment may be exempted from submitting a new application provided they notify the City Clerk in writing within the advertised deadline period of their desire to be considered for reappointment based on a previous application already on file with the City Clerk. They may also choose to complete a new application or letter of interest with updated information they wish to be considered by Council.

- C) The City Council, as a Committee of the Whole, shall review and rank application packets to aid the Mayor in selecting candidates to interview. Should there be four or fewer applicants for any one position, all candidates shall be interviewed by the Council and the prescreening of the candidates shall not be required.
- D) The City Council, as a Committee of the Whole, shall interview candidates in a panel format, with all candidates participating in the interview session concurrently. Councilmembers are encouraged to develop a short list of questions they would like to ask of the candidates. The Mayor shall call on each Councilmember present to ask questions from their prepared list of the candidate(s) of their choice. The same questions may or may not be asked of every candidate. Depending on the number of candidates to be interviewed and in the interest of completing the interview session(s) in a timely manner, the Mayor may limit the number of questions asked by each Councilmember. If the number of questions is to be limited, the Mayor shall announce the number of questions each Councilmember may ask prior to the commencement of the interviews.
- E) Upon completing the interviews, each Councilmember will announce his/her ranking of the candidates interviewed and the City Clerk or designee shall tally the Council rankings. The results of the rankings shall be provided to the Council and shall be used by the Mayor for consideration in the appointment process. At the Mayor's discretion, the appointment process may take place at a regularly scheduled Council meeting or a special Council meeting following the interview session.
- F) The Mayor shall appoint or reappoint and the Council shall confirm or deny the appointments proposed by the Mayor.

G) Should the Council deny any or all of the Mayoral appointments, the Mayor may submit appointments again at the next regular Council meeting or a special Council meeting scheduled for that purpose.

H) Application materials for candidates interviewed and ranked, yet not appointed, will remain in a candidate pool for six months. In the event vacancies arise during that six month period, the Mayor may appoint the next highest ranked candidate(s) from the pool to fill such vacancies. These appointments are subject to confirmation by the full Council at a regular or special Council meeting. Once this six month period has passed, a citywide recruitment process shall be initiated, as detailed above, to fill any vacancies that may occur.

SECTION 7. COUNCIL MEETING STAFFING

7.1 If a City Administrator has been appointed, he/she shall attend all meetings of the Council unless excused. When the City Administrator has an excused absence, the Mayor shall designate another staff member to attend the meeting.

7.2 The City Attorney shall attend all regular council meetings of the Council unless excused, ~~and shall, upon request, give an opinion, either written or oral, on legal questions. The Mayor may ask for the City Attorney to attend study sessions and/or any other meetings, as necessary. Upon request and/or in, if the City Attorney's absence, is unable to attend, they shall, upon request, give an opinion, either written or oral, on legal questions.~~ The City Attorney shall act as the Council's parliamentarian.

7.3 The City Clerk or designee shall attend regular, special and study meetings of the Council; keep the official journal (minutes) and perform such other duties as may be needed for the orderly conduct of the meeting.

SECTION 8. COUNCIL MEETINGS

8.1 Except as otherwise provided in these rules, City Council regular meetings will be held the second and fourth Tuesday of each month in the City Council Chambers of Edgewood City Hall, located at 2224 104th Avenue East. Regular Council meetings will begin at the hour of 7:00 PM, and will adjourn no later than 10:00 PM. To continue past this time of adjournment, a majority of a quorum of the Council must concur.

8.2 Except as otherwise provided in these rules, City Council study sessions will be held every Tuesday of each month upon which a regular meeting pursuant to Section 2.1 is not scheduled. Study Sessions will be held in the City Council Chambers of Edgewood City Hall, located at 2224 104th Avenue East. Study Sessions will begin at the hour of 7:00 PM, and will adjourn no later than 9:00 PM. To continue past this time of adjournment, a majority of a quorum of the Council must concur. Council study sessions will be for the purpose of reviewing forthcoming programs, issues, and policies, receiving progress reports on current programs or projects, or receiving other similar information. Council study

sessions shall be considered regular meetings for purposes of Chapter 42.30 RCW, but the Council will typically not take binding or final action on behalf of the City during a study session. Except for informal direction to staff, Council decisions and/or final actions on any matter will be scheduled for a regular or Special Council meeting.

- 8.3 If any Tuesday on which a meeting is scheduled falls on a legal holiday, the meeting shall be held on the next business day unless cancelled and/or rescheduled for a different date as a special meeting.
- 8.4 Information will be available to the public at each meeting stating a summary of the relevant content of Section 5 (audience comment).
- 8.5 The Mayor will state the applicable public hearing procedures before each public hearing.
- 8.6 Staff/consultants will provide brief information and respond to questions by Councilmembers or as requested by the Mayor.
- 8.7 Citizen comment and public hearing sign-up sheets will be available at each regular Council meeting for the use of those citizens wishing to address the Council.
- 8.8 TYPES OF MEETINGS
 - (1) Regular - the Council meeting held on the second and fourth Tuesday of each month.
 - (2) Special Meetings (see, RCW 42.30.080) - any Council meeting other than the regular Council or Study Session meeting with at least 24 hours advance notice. A Special Council meeting may be scheduled by the Mayor or at the request of any four (4) Councilmembers.
 - (3) Study Session - work sessions of the Council where no final, binding action is taken.
 - (4) Emergency Meetings (see, RCW 42.30.080(4)) - a Special Council meeting called without 24-hour notice. An Emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the Mayor. The minutes will indicate the reason for the emergency.
 - (5) Executive Session - a portion of a Council meeting that is closed except to the Council, the Mayor, staff members, consultants and/or other persons authorized by the Mayor. The public is excluded from attendance. Executive Sessions may be held during Regular or Special Council meetings and will be announced by the Mayor. Executive Session subjects are limited to considering matters authorized by applicable state law, including without limitation RCW 42.30.110 and RCW 42.30.140. Executive Sessions may be set as special meetings. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the Executive

Session require more time, a public announcement shall be made that the Executive Session is being extended.

8.9 ORDER OF REGULAR COUNCIL MEETING AGENDA

- (1) Call Meeting To Order. The Mayor calls the meeting to order.
- (2) Pledge of Allegiance. The Mayor designates a Councilmember or an invited guest to lead the flag salute.
- (3) Roll Call. The City Clerk will call roll, announce the attendance of Councilmembers, indicate any Councilmember who is not in attendance, and indicate whether or not the absence of any Councilmember has been excused.
- (4) Public Hearing. Any public hearing(s) on the agenda shall be conducted in accordance with the provisions of Section 12 and any other applicable procedures established by state law or local regulations.
- (5) Audience Comment. In accordance with Section 5, members of the audience may address the City Council on any item that is not on the agenda for that meeting during the Audience Comment portion of the meeting.
- (6) Proclamations and Presentations. Proclamations (official pronouncements and statements of recognition) from the Mayor and/or City Council and presentations from invited guests shall occur during this portion of the meeting.
- (7) Mayor's Report. The Mayor or his/her designee(s) shall update the City Council concerning current issues and items of Council interest.
- (8) Consent Agenda. The consent agenda is comprised of routine, noncontroversial items that may be approved collectively by one motion. Any Councilmember may remove any item from the consent agenda for separate discussion and action.
- (9) Council Business (Old/New). Old business includes items that were continued or left unfinished from a previous agenda and second readings, if any, of ordinances. New business involves the formal introduction of items to the Council. Councilmembers shall act on the underlying proposal, direct staff to further review the proposal, refer the proposal to Council study session, or schedule the proposal for a second reading. Council discussion, debate and audience comments is allowed for both old and new business.
- (10) Council Comments. Individual Councilmembers shall update the Council concerning current issues and items of Council interest.
- (11) Adjournment. The meeting shall be formally closed upon adjournment.

8.10 VIRTUAL AND/OR TELEPHONIC MEETINGS

(1) In the case of emergencies where in-person attendance at meetings is prohibited or restricted, the City Council may convene its meetings remotely using virtual and/or telephonic means. In such circumstances, the City will adhere to any applicable federal, state, or county requirements and guidelines concerning meetings. The City may also adopt local rules or regulations, so long as they do not conflict with said federal, state, or county requirements and guidelines.

(2) During non-emergency situations, the City may include a remote meeting component in addition to an in-person component at meetings, sometimes referred to as a "hybrid-meeting." Hybrid-meetings shall comply with all requirements of the OPMA.

(3) Councilmembers are encouraged to attend meetings in person when practicable and able. However, when conducting in-person or hybrid meetings, there may be times a Councilmember may not be able to be physically present at a Council meeting, or will want to attend remotely. In such circumstances, Councilmembers may attend by telephone or other virtual means, such as through web conferencing. Adequate notice must be given if special access considerations are needed. The procedure and guidelines for permitting a Councilmember to attend a Council meeting via telephone or other virtual means are as follows:

A. The Councilmember(s) attending virtually or telephonically:

1. must be able to hear the discussion on the agenda items taking place; and
2. must be able to be heard by all attendees.

B. The meeting minutes should reflect whether a councilmember(s) is appearing by telephone or virtually, unless the minutes reflect that the entire meeting was held virtually.

SECTION 9. AGENDA PREPARATION

- 9.1 As required by applicable state law, the City Clerk will prepare and circulate an agenda for each Council meeting specifying the time and place of the meeting, and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor.
- 9.2 An item, other than a reconsideration item, may be placed on a Council meeting agenda by any of the following methods:
 - (1) A majority vote of the Council;
 - (2) Council consensus;
 - (3) By any two (2) Councilmembers; and/or
 - (4) By the Mayor.

- 9.3 An item may be placed on a regular Council meeting agenda after the agenda is closed and the notice issued if the Councilmember or Mayor explains the necessity and receives a sufficient vote of the Council on a motion to suspend the Council Rules of Procedures to add the item at a meeting.
- 9.4 Some agenda items may be listed on the agenda for a time certain. Such listing will mean that an item will be heard as soon as reasonably possible after the specified time.
- 9.5 The City Clerk will endeavor to schedule sufficient time between public hearings and other scheduled items so the public is not kept unduly waiting, and so the Council will have sufficient time to hear testimony and to deliberate matters among themselves.
- 9.6 Legally required and advertised public hearings will have a higher priority over other time-scheduled agenda items, which have been scheduled for convenience rather than for statutory or other legal reasons.
- 9.7 Agenda items that are continued from one meeting to another will have preference on the subsequent agenda to the extent possible.
- 9.8 Agenda packets will be finalized by the end of the business day on the Friday preceding the regular Council meeting. Agenda submissions will be accepted until 2:00 p.m. on the Thursday preceding the Friday packet distribution day.
- 9.9 All agenda items packet reports will be in the format provided by the City Clerk's office.
- 9.10 The Council may use the agenda bill "Recommendation" language for making a motion.

SECTION 10. COUNCIL DISCUSSION

- 10.1 Councilmembers shall observe standard principles of decorum, courtesy and professionalism while addressing each other, staff members, and members of the public.
- 10.2 The Mayor has the authority to rule on questions of order. If the Mayor rules a Councilmember's comments to be out of order, the Councilmember may explain why he or she believes the comments are not out of order. The Mayor will either rescind or confirm the ruling. If confirmed, the Councilmember shall not continue comment in the manner ruled out of order.

If that Councilmember or any other Councilmember disagrees with the Mayor's ruling, they can appeal the point of order. The question is then put to the Council to confirm or deny the Mayor's ruling and whether the Councilmember shall continue comment.

SECTION 11. COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL

- 11.1 During the Audience Comment portion of the meeting, members of the public may comment up to three (3) minutes on any subject relating to the City of Edgewood and/or the Edgewood community for items that are on or not on the agenda that is not on the agenda for that meeting, except: (i) comments related to a pending quasi-judicial matter, and (ii) comments prohibited by state law.
- ~~11.2 Members of the public may also comment up to three (3) minutes on individual agenda items at designated times during any regularly scheduled Council meeting prior to Council action on that item. These agenda items include, but are not limited to, ordinances, resolutions and old and new business issues.~~
- 11.3-2 Comments made on behalf of a group or organization will be limited to five (5) minutes in duration. Representation on behalf of a group or organization will be considered recognized for the purpose of Audience Comment if the group or organization notifies the City Clerk at least 24 hours in advance of the meeting.
- 11.4-3 Persons addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium and provide their name for the record.
- 11.5-4 All remarks will be addressed to the Council as a whole, and shall avoid personal, impertinent or slanderous content. Any person disrupting the meeting, including a person who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested to leave the meeting. The Mayor shall consult with the City Attorney before requesting any person to leave the meeting. Applause, boos or other public demonstrations by those attending the Council meeting are considered inappropriate behavior.
- 11.6-5 In addition to and/or in lieu of addressing the Council, any persons may provide written comments and other written materials to the City Clerk for distribution to the Council. A contact name, address, and phone number must be printed legibly on any such materials.
- 11.7-6 The Council has the authority to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce the Rules of the Council. The Council shall consult with the City Attorney before causing any person to be removed from the meeting. The Council may command assistance of any peace officer of the City to enforce all lawful orders of the Council or the Mayor to restore order at any meeting. The maintenance of order shall be enforced consistent with all applicable statutory and constitutional requirements, including, but not limited to, RCW 42.30.050.
- 11.8-7 Citizens with complaints, concerns or questions will be encouraged to refer the matter to the Mayor or ask that the matter be placed on a future Council meeting or Council study session agenda with the appropriate background information.

SECTION 12. MOTIONS

12.1 A motion that does not receive a second dies. Motions that do not need a second include nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.

12.2 A motion that receives a tie vote is deemed to have failed, unless the Mayor votes to break the tie.

~~12.3 Audience comment on a motion will be taken after the briefing on the motion occurs and before the motion is made by Council.~~

~~12.4-3~~ When making motions, Councilmembers shall be clear and concise and shall not include arguments for the motion within the motion.

~~12.5-4~~ After a motion and second (if applicable), the Mayor will indicate the names of the Councilmembers making the motion and second.

~~12.6-5~~ After a motion has been made and seconded, the Councilmember making the motion may speak to the motion and then the Council may discuss their opinions on the issue prior to the vote.

~~12.7-6~~ When the Council concurs or agrees to an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion.

~~12.8-7~~ A motion may be withdrawn by the maker of the motion at any time without the consent of the Council. If the motion had received a second, the Councilmember making the second must also agree to withdraw or the motion remains on the table for discussion, debate and disposition.

~~12.9-8~~ A motion to table shall preclude all amendments or debates of the issue under consideration. It requires a second, is not debatable, is not amendable, requires a majority vote and it cannot be reconsidered. A motion not taken from the table by the close of that meeting or the next regular meeting dies on the table.

If the motion to table prevails, the matter may be "taken from the table" by motion which requires a second, is not debatable and which requires a majority vote. When a motion is taken from the table, everything is in the same condition as it was when laid on the table, including any amendments to the original motion that received an affirmative vote prior to the motion to table.

~~12.10-9~~ A motion to postpone to a time certain, must be seconded, is debatable, is amendable, requires a majority vote and may be reconsidered at the same meeting. The original motion being postponed must be considered at a time certain at a future regular or special Council meeting.

~~12.11-10~~ A motion to postpone indefinitely requires a second, is debatable, is not amendable, and takes precedence over the main motion and requires a majority vote. This motion assists in disposing of the main motion. Its purpose is to reject a main motion without a vote on the main motion. Postponed indefinitely is an indirect or polite motion by which a main motion may be disposed of.

Commented [RP1]: This was not updated when Council decided to only allow public comments under the public comment period on the agenda for items on or off the agenda.

- ~~12.43-11~~ A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds (2/3) vote. Debate is reopened if the motion fails.
- ~~12.44-12~~ A motion to amend is defined as amending a motion that is on the floor and has been seconded by inserting or adding, striking out, striking out and inserting, or substituting. Motions that cannot be amended include motion to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order. Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- ~~12.45-13~~ Council discussion of the motion only occurs after the motion has been moved and seconded.
- ~~12.46-14~~ The motion maker, Mayor, or City Clerk should repeat the motion prior to voting.
- ~~12.47-15~~ The City Clerk will take a roll call vote if requested by the Mayor or a Councilmember. At the conclusion of any vote, the City Clerk will announce the results of the vote.
- ~~12.48-16~~ When a question has been decided, any Councilmember who voted in the majority may move for reconsideration but no motion for reconsideration of a vote shall be made after the meeting has adjourned.
- ~~12.49-17~~ The City Attorney shall decide all questions of interpretations of these rules and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these rules shall be governed by the most current version of Robert's Rules of Order Newly Revised. In the event of a conflict, these rules shall prevail.

SECTION 13. ORDINANCES

- 13.1 All ordinances shall be prepared or reviewed by the City Attorney. No ordinance shall be prepared for presentation to the Council unless requested by a majority of the Council, or requested by the Mayor or City Attorney.
- 13.2 The Mayor shall read the title of the ordinance prior to voting. Each ordinance shall carry an agenda bill number which shall be the ordinance number.
- 13.3 Upon enactment of the ordinance, the City Clerk shall obtain the signature of the Mayor and the City Attorney.
- 13.4 Ordinances or ordinance summaries shall be published in the official newspaper as a legal publication immediately following enactment in the manner prescribed by law.

- 13.5 Unless expressly prohibited by law, ordinances may be adopted by the Council upon first reading. The Council may in its discretion require a second reading of any ordinance prior to adoption.

SECTION 14. COUNCILMEMBER ATTENDANCE AT REGULAR MEETINGS

- 14.1 Councilmembers will inform the Mayor, a Councilmember, or City Clerk if they are unable to attend any regular Council meeting or if they knowingly will be late to any meeting. The minutes will show the Councilmember as having an excused absence. If notification is not given, that Councilmember will be noted as absent in the Council minutes. Pursuant to RCW 35A.12.060, a Council position shall become vacant if the Councilmember fails to attend three consecutive regular meetings of the Council without being excused.

SECTION 15. PUBLIC HEARINGS

- 15.1 Quasi-judicial hearings require a decision be made by the Council using a certain process which may include a record of evidence considered and specific findings be made.
- 15.2 Legislative or informational hearings do not require a decision be made even though information is presented.
- 15.3 Councilmembers shall comply with all applicable laws related to the Code of Ethics for Public Officers (chapter 42.23 RCW), conflict of interest requirements, and the Appearance of Fairness doctrine.

Public Hearing Types: There are two types of public hearings. The legislative/informational public hearing is a formal opportunity for citizens to give their views for consideration in the legislative or policy-decision-making process. Quasi-judicial public hearings are hearings on quasi-judicial actions which determine the legal rights, duties, or privileges of specific parties.

A. Subject to any other applicable procedures established by state law or City ordinance, the following procedure shall be followed during public hearings on:

Legislative/Informational

- The Mayor will open the public hearing.
- Staff will make their presentation.
- Citizens comments will be limited to three (3) minutes for individuals and five (5) minutes for a person representing an official position of a recognized organization.
- Additional staff comments will be made.
- The Mayor will close public hearing.
- Council discussion will ensue.

- Council action will be taken.

Quasi-Judicial Hearings

- The Mayor will open the public hearing.
- Open for declarations of conflict of interest, appearance of fairness and other preliminary matters.
- Staff will make their presentation (15 min).
- Proponent presentation will be made. (15 min)
- Opponent presentation will be made. (15 min)
- Proponent rebuttal will be heard. (10 min)
- Staff comments will be made.
- Public hearing will be closed.
- Council discussion will ensue.
- Council action will be taken.

B. The following rules shall be observed:

Legislative/Information Gathering Public Hearings

- For an initial presentation of background information from a City department, board, commission, committee, or an organization, no more than twenty (20) minutes will be allowed unless otherwise authorized by the Mayor.
- If a speaker purports to speak for an organization, club or others so as to lead Council to believe that a number of persons support a position, then such person shall state how that position was developed by the group.
- Comments should be limited to three (3) minutes for each individual or five (5) minutes if representing the official position of a recognized organization.
- The Mayor may allow additional time for receipt of written testimony when needed.
- The City Clerk shall be the official timekeeper.

Quasi Judicial Public Hearings

- If a quasi-judicial hearing is on the agenda, the Council will be informed by the City Attorney as to what state law permits as to public comments.
- Quasi-judicial hearings will be conducted in conformance to procedures outlined in applicable state law, and City ordinances, resolutions and policies.
- Testimony will be limited as set forth herein, except that the Presiding Officer shall ask the rest of the Councilmembers if they have any comments or questions before the citizen is excused.
- If comments are provided in writing, they shall be filed with the City Clerk by 1:00 PM of the calendar day preceding the hearing.

Notwithstanding any other provision of these rules, the City Council may in its discretion adopt case-specific procedures to govern any public hearing before the Council. Such procedures may supplement, modify or supersede the provisions of this section. Any such procedures shall be made available to interested parties at least 14 days in advance of the Council hearing.

SECTION 16. MEDIA REPRESENTATION AT COUNCIL MEETINGS

- 16.1 All public meetings of the Council and its advisory committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting. Seating space shall be provided for the media at each public meeting.

SECTION 17. COUNCIL COMMITTEE LIAISONS, SERVICE ON REGIONAL BOARDS, AND REPRESENTATION ON BEHALF OF THE CITY

- 17.1 Council Committee Liaisons. The Council may designate, by motion, councilmembers to serve as liaisons to each of the City advisory bodies, boards, and commissions ("Council Committee Liaisons"). ~~Council Committee Liaisons shall be advisory, generally participating in such committees or boards through observation, unless requested by the committee or board and only, and but do not receive a "vote". Council Committee Liaisons are expected to speak on behalf of the Council as a whole and therefore should avoid taking positions and making comments based on their personal opinions if they differ from the Council majority. Any personal opinions should be clearly identified as such and not be portrayed as the position of the Council majority. A Councilmember acting as a Committee Liaison to a City advisory body, board, and commission is not a "member" of the City advisory body, board, and commission; rather, they are a positive resource to support the City advisory bodies, boards, and commissions in the completion of its annual Work Plan approved by Council. As such, a Council Committee Liaison Councilmember acting as a Liaison shall be recognized by the Chair as being in attendance. Liaisons shall not take part in the City advisory bodies, boards, and commissions deliberations or discussions unless the Committee requests the Liaison's participation in a particular discussion. Liaisons shall not take part in any votes or decision making of the City advisory bodies, boards, and commissions. Council Committee Liaisons are expected to speak on behalf of the Council as a whole, and therefore should avoid taking positions and making comments based on their personal opinions if they differ from the Council majority. Any personal opinions should be clearly identified as such and not be portrayed as the position of the Council majority.~~ Council Committee Liaisons should provide updates to the entire Council, generally at the next regular meeting after the committee or board meeting.
- 17.2 Service on Regional Bodies. The Council may designate, by motion, individual(s) to serve in liaison roles for regional bodies based on the desire, qualifications, and skills of those interested. Councilmembers and the Mayor should indicate their

interest in being a representative prior to the time the representative is considered for eligibility. Any "votes" attributed to the City must be based on Council consensus and not the individual position of the representative serving in that role. Regional Body Liaisons should provide updates to the entire Council, generally at the next regular meeting after the regional body's meeting.

- 17.3 For the purpose of commenting on an issue, Council Committee Liaisons and Councilmembers appearing on behalf of the City before another governmental agency, a community organization, through the media, or in their capacity as a regional body representative shall state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position. Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, regional body, another governmental agency, or community organization.

17.4 Committee and Board minutes shall reflect the attendance/absence of Council Committee Liaisons and/or Councilmember's attendance. Councilmembers who are not the appointed liaison or alternate liaison must refrain from joining the meeting if there are more than three councilmembers present, unless appropriate notice was given by the City in advance, in compliance with the OPMA.

SECTION 18. CONFIDENTIALITY

- 18.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during executive sessions, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of executive sessions when the information is considered to be exempt from disclosure under exemptions set forth in applicable state law.
- 18.2 If the Council, in executive session, has discussed any type of issue related to a third party, all contact with that party should be effectuated by the designated City staff representative handling the issue. Councilmembers should obtain the permission of the Mayor prior to discussing the information with anyone other than other Councilmembers, the City Attorney or City staff designated by the Mayor. Any Councilmember having any contact or discussion shall make full disclosure to the Mayor and/or the City Council in a timely manner.

SECTION 19. ADMINISTRATION AND HOUSEKEEPING

- 19.1 When Councilmembers register to attend an official conference requiring voting delegates such as the annual National League of Cities or Association of Washington Cities, the Council shall designate the voting delegate(s) and alternate voting delegate(s) during a public meeting by a majority vote. When possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

- 19.2 Open Government Trainings Act. Effective July 1, 2014 the Open Government Trainings Act was enacted requiring all elected officials to complete training courses related to the Public Records Act (RCW 42.56.150), Open Public Meetings Act (RCW 42.30.205) and RCW 40.14 related to records retention.
- (a) Each local elected official appointed to fill a vacancy in a local or statewide office, must complete a training course regarding the provisions as indicated above.
 - (b) Officials required to complete training under this section may complete their training before assuming office but must:
 - Complete training no later than ninety (90) calendar days after the date the official:
 - Takes the oath of office, if the official is required to take an oath to assume his or her duties; or
 - Otherwise assumes his or her duties as a public official.
 - Complete refresher training at intervals of no more than four years for as long as he or she holds office.
 - (c) Training must be consistent with the Attorney General's model rules for compliance with the Public Records Act.
 - (d) Training may be completed remotely with technology including but not limited to internet-based training.
 - (e) Additional information and online courses are available on the Washington State Attorney General's website at <http://www.atg.wa.gov/open-government-training>.
- 19.3 Social Media Usage. As an elected official or employee of the City of Edgewood, your social media posts and the ensuing comment threads may qualify as public records that must be retained, disclosed, or moderated in order to comply with state and federal law and the City's rules and policies. This is true even for your personal social media accounts if you discuss City business. Inappropriate use of social media can expose you and the City to allegations of criminal and ethical wrongdoing. Please refer to our policies and procedures regarding the Public Records Act, the Open Public Meetings Act, and other policies related to the conduct and responsibilities of City of Edgewood employees and officials.

SECTION 20. SUSPENSION AND AMENDMENT OF RULES; IMPLIED WAIVER

- 20.1 Any provision of these rules not governed by state law or ordinance may be temporarily suspended by the entire membership of the Council.
- 20.2 These rules may be amended or new rules adopted by a majority vote of the quorum necessary to conduct business.
- 20.3 Unless identified and corrected in accordance with these rules, any action taken in violation of these rules shall be deemed an implied waiver thereof.

SECTION 21. MINUTES

21.1 Minutes Generally. Pursuant to RCW 42.32.030 and RCW 35A.12.110, the City Clerk shall keep minutes of all regular and special meetings of the City Council, which shall constitute the City's record of proceedings. Working copies or file copies of all minutes shall be kept in the City Clerk's office. The official, originally signed copies of all minutes shall be maintained and stored in a fire-proof vault. The minutes will be archived in accordance with applicable records retention requirements.

21.2 Content of Minutes. Minutes shall document the actions taken at Council meetings, and shall at a minimum include the following:

1. Date of meeting
2. Location of meeting
3. Type of meeting (regular, continued, special, etc.)
4. Time of meeting
5. Time meeting commenced
6. Officials/members present*
7. Officials/members absent or excused*
8. Topics of business
9. Actions taken on each business matter
10. Record of motions
11. Record of voting
12. Time of adjournment
13. Signature blocks for Presiding Officer and Clerk/designee

*If a Councilmember leaves during a meeting, the time of departure and time of return, if applicable, shall be noted. If a Councilmember arrives after commencement of the meeting, the time of arrival shall be noted.

21.3 Approval of Previous Minutes. Proposed minutes shall be placed on the consent agenda for approval. The Council shall approve the minutes, after consideration of the minutes and making any necessary corrections to the minutes. Upon approval by the Council, the minutes shall constitute the official record of the City Council's meeting.

21.4 Signing the Minutes. The minutes shall be signed by the City Clerk and the Mayor.

21.5 Corrections to Minutes. All authorized corrections to the approved minutes shall be recorded as a business transaction made at the meeting at which the amendment was approved. Following the meeting, the minutes shall be corrected to include the amendment(s) prior to placement of the final, executed minutes in the minute book.

If, after approval of the minutes, a correction must be made, a notation is marked in the margin opposite the correction which states: "Amended, see minutes of _____. " or "Scriber's Error, corrected by (initials of person making correction)", and shall include the date the correction was noted. Errors corrected in the official minutes shall not be corrected by white out, cross-outs or erasures.

- 21.6 Preservation of Minutes. Minutes shall be preserved by the City for the period specified by applicable record retention requirements of state law. Special attention, care and security measures shall be taken to protect the orderly and safe keeping of minutes.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Ordinance – Title 18 – Transitional Housing Code Amendments	Agenda Item #: 2.D
	For Agenda of: 10/5/2021
	Prepared by: Darren Groth
Attachments (list): 1. Attachment 1_ Legislature Final Bill Report - E2SHB 1220 2. Attachment 2_ Planning Commission Recommendation 3. Attachment 3_ Draft Ordinance with Exhibits A and B	
Approval of Materials: Darren Groth Rachel Pitzel 9/30/2021 Dave Gray 9/30/2021 Daryl Eidinger 9/30/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 09/21/21: Initial Study Session 09/28/21: Public Hearing RCM 10/05/21: Follow-Up Study Session 10/12/21: Final Action RMC

Summary Statement:

The proposed code amendments pertain to Edgewood Municipal Code (EMC) Chapters 18.20 and 18.70, related to transitional and emergency housing land uses, providing for severability, and establishing an effective date. The code amendments are being proposed to ensure compliance with House Bill 1220, which was recently passed by the Washington State legislature and is summarized in the Final Bill Report included as Attachment 1. Several key tenants of the bill include:

- Effective July 25, 2021, the City cannot prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed.
- Transitional housing refers to a supportive, yet temporary type of accommodation that is meant to bridge the gap from homelessness to permanent housing by offering structure, supervision, support (for addictions and mental health, for instance), life skills, and in some cases, education and training.
- Effective September 30, 2021, the city cannot prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit.

The Planning Commission discussed this item during their July 12 and August 9, 2021 meetings. In addition, on September 13, 2021, the Planning Commission held a public hearing and made a recommendation (Attachment 2) to modify the various sections of the EMC, with the motion requesting City staff to look at the precision of the RCW references. Upon further examination, staff recommends keeping those references as

presented because several point to a general 'Definitions' heading while the more specific reference is appropriate for the uniqueness of how that term is used. Attachment 3 is the draft ordinance and includes the proposed code modifications in Exhibits A and B. This agenda item is intended for City Council to hold a follow-up study session after last week's public hearing in anticipation for final action during the October 12 Regular Council Meeting (RCM).

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Ordinance – Title 18 – Transitional Housing Code Amendments

Fiscal Note/Consideration:

N/A

FINAL BILL REPORT

E2SHB 1220

PARTIAL VETO

C 254 L 21

Synopsis as Enacted

Brief Description: Supporting emergency shelters and housing through local planning and development regulations.

Sponsors: House Committee on Appropriations (originally sponsored by Representatives Peterson, Macri, Bateman, Ryu, Lekanoff, Fitzgibbon, Kloba, Davis, Lovick, Santos, Ortiz-Self, Simmons, Berg, Hackney, Chopp, Tharinger and Frame).

House Committee on Local Government

House Committee on Appropriations

Senate Committee on Housing & Local Government

Senate Committee on Ways & Means

Background:

Growth Management Act.

The Growth Management Act (GMA) is the state's comprehensive land use planning framework for counties and cities. The GMA establishes land use designation and environmental protection requirements for all Washington counties and cities, and a significantly wider array of planning duties for counties and the cities within that are obligated by population-based criteria or choice to satisfy all planning requirements of the GMA.

Counties that fully plan under the GMA are required to designate urban growth areas (UGAs) within their boundaries sufficient to accommodate a planned 20-year population projection range provided by the Office of Financial Management. Each city located within a planning county must be included within a UGA. Urban growth must be encouraged within the UGAs, and only growth that is not urban in nature can occur outside of the UGAs. Each UGA must permit urban densities and include greenbelt and open space areas.

Comprehensive Plans.

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent.

Jurisdictions that fully plan under the GMA must adopt internally consistent comprehensive land use plans that are generalized, coordinated land use policy statements of the governing body. Comprehensive plans must include specific planning elements, each of which is a subset of a comprehensive plan, and must be implemented through locally adopted development regulations that conform to the plan.

The GMA also establishes 14 goals in a non-prioritized list to guide the development of comprehensive plans and development regulations of counties and cities that plan under the GMA. Examples include urban growth, housing, and economic development goals.

Mandatory Housing Element.

Comprehensive plans must include a housing element that ensures the vitality and character of established residential neighborhoods. The housing element must include the following:

- an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth;
- a statement of goals, policies, objectives, and mandatory provisions for the preservation, improvement, and development of housing, including single family residences;
- identification of sufficient land for housing that includes government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, and group homes and foster care facilities; and
- adequate provisions for existing and projected needs of all economic segments of the community.

Adopted Moratoria and Interim Official Controls.

Growth Management Act jurisdictions that adopt a moratorium or interim zoning map, ordinance, or other official control without holding a public hearing on the proposed moratorium or interim official control must hold a public hearing on the proposed moratorium or interim official control with 60 days of adoption, regardless of any received recommendations from the planning commission or the Department of Commerce (Commerce). Any moratorium or interim official control adopted is effective for no more than six months, or up to one year if a certain work plan is developed, but may be renewed for one or more six-month periods if a public hearing is held and findings of fact are made before renewal. Designations for critical areas, agricultural lands, forestlands, and mineral resource lands before such actions are taken in a comprehensive plan with development regulations adopted are exempt from such requirements if a public hearing is held on such proposed actions.

Local Planning for Accessory Dwelling Units.

Certain units of local government, including counties planning under the GMA, counties with a population over 125,000, and cities with a population over 20,000, are required to adopt ordinances encouraging the development of accessory dwelling units (ADUs) in single-family zones. The ordinances must incorporate in their development regulations, zoning regulations, or official controls model ordinance recommendations prepared by

Commerce. The recommendations include standards and criteria regarding size, parking, design, and quantity of ADUs.

By July 1, 2021, any city within a county planning under the GMA that has not adopted or substantively amended its ADU regulations within the previous four years must adopt or amend ordinances, regulations, or other official controls that do not require the provision of off-street parking for ADUs within 0.25 mile of a major transit stop, with exceptions.

Summary:

The housing goal guiding the development of comprehensive plans and development regulations for GMA jurisdictions is updated to provide that jurisdictions plan for and accommodate, rather than encourage the availability of, affordable housing.

Commerce is required to provide the inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth as required in the housing element of the comprehensive plan, including units for moderate, low, very low, and extremely low-income households as well as emergency housing, emergency shelters, and permanent supportive housing.

The housing element of the comprehensive plan is updated to require jurisdictions to do the following:

- include, within the UGA boundary, moderate density housing options in addition to single-family residences in the housing element statement of goals, policies, objectives, and mandatory provisions for the preservation, improvement, and development of housing;
- identify sufficient land and zoning capacities for housing including moderate, low, very low, and extremely low-income households; emergency housing, emergency shelters, and permanent supportive housing; and within the UGA boundary, consideration of duplexes, triplexes, and townhomes;
- when making adequate provisions for existing and projected needs of all economic segments of the community:
 - incorporate special consideration for low, very low, extremely low, and moderate-income households;
 - document programs and actions needed to achieve housing availability, including gaps in local funding, barriers such as development regulations, and other limitations;
 - consider housing locations in relation to employment location; and
 - consider the role of accessory dwelling units in meeting housing needs;
- identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing;
- identify and implement policies and regulations to address and begin to undo racially disparate impacts, displacement, and exclusion in housing;
- identify areas at higher risk of displacement from market forces that occur with

- changes to zoning development regulations and capital investments; and
- establish anti-displacement policies, with consideration given to the preservation of historical and cultural communities as well as investments in low, very low, extremely low, and moderate-income housing; equitable development initiatives; inclusionary zoning; community planning requirements; tenant protections; land disposition policies; and consideration of land that may be used for affordable housing.

Cities may not prohibit transitional housing or permanent supportive housing in any zones where residential dwelling units or hotels are allowed. Beginning September 30, 2021, cities may not prohibit indoor emergency shelters and indoor emergency housing in any zones where hotels are allowed, except for cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a 1-mile proximity to transit. Reasonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters for public health and safety purposes, but such requirements on occupancy, spacing, and intensity of use may not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, or indoor emergency housing or shelters necessary to accommodate the need for such housing and shelter as provided by Commerce under comprehensive plan housing element requirements.

Any city ordinances or development regulations prohibiting building permit applications for or the construction of transitional housing or permanent supportive housing in any zones where residential dwelling units or hotels are allowed, or prohibiting such applications for or the construction of indoor emergency shelters and housing in any zones where hotels are allowed, are exempt from public hearing and other requirements applicable to adopted moratoria or interim zoning controls under the GMA.

Cities and counties must consider policies encouraging the construction of ADUs as a way to meet affordable housing goals. Policies may include:

- prohibiting owner-occupancy requirements;
- requiring the owner not to use the ADU for short-term rentals;
- prohibiting counting of ADU residents toward the number of unrelated residents on the lot;
- prohibiting minimum gross floor area requirements exceeding building codes;
- prohibiting maximum gross floor area requirements of certain dimensions;
- requiring the same ADU allowances regarding roof decks, balconies, and porches as for the principal unit;
- requiring certain abutting lot setbacks;
- requiring an amnesty program for owners with unpermitted ADUs to obtain permits;
- authorizing detached ADUs, ADUs on lots meeting minimum lot size, and ADUs on lots with nonconforming principal units, if the ADU would not increase the nonconformity;

- authorizing ADUs to be converted from existing structures even if in violation of current setback or lot coverage requirements;
- prohibiting public street improvements as a requisite to permitting ADUs; and
- authorizing new or separate utility connection requirements between the ADU and utility when necessary to be consistent with certain requirements, plans, or policies.

Votes on Final Passage:

House	57	39	
Senate	25	24	(Senate amended)
House	57	40	(House concurred)

Effective: July 25, 2021

Partial Veto Summary: The Governor vetoed the section that directs cities and counties to consider policies encouraging the construction of accessory dwelling units as a way to meet affordable housing goals and which provides examples of such policies.

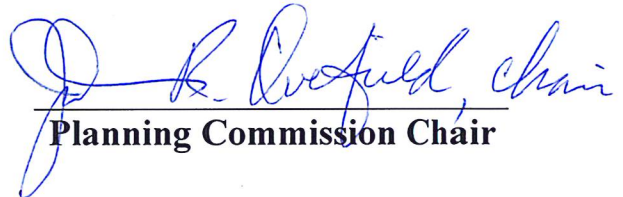


**CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION**

The Planning Commission voted 7-0 to recommend APPROVAL of the proposed code amendments to the Edgewood Municipal Code (EMC) pertaining to WA State House Bill 1220 related to transitional and emergency housing land uses, and to send their recommendation to the City Council for consideration.

It is the recommendation of the City of Edgewood Planning Commission to approve the drafted EMC amendment as presented in the staff report and attachment submitted by CED Director Darren Groth for the September 13, 2021 Planning Commission agenda, pending review by City staff to ensure that the definition for "Transitional housing" refers to the appropriate specificity of the Revised Code of Washington.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 13TH DAY OF SEPTEMBER 2021.**


Planning Commission Chair

Attest by:



Evan Hietpas
Associate Planner

ORDINANCE NO. 20-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTERS 18.20 AND 18.70 OF THE EDGEWOOD MUNICIPAL CODE RELATED TO TRANSITIONAL AND EMERGENCY HOUSING LAND USES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State legislature recently passed E2SHB 1220, which, among other things, requires cities from allow transitional housing, emergency shelters, and similar facilities in certain zones; and

WHEREAS, the new law provides, in part, that a city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allow, and that a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except if the city has adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit; and

WHEREAS, cities are allowed to adopt reasonable occupancy, spacing, and intensity of use requirements on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety; and

WHEREAS, the Edgewood Municipal Code (“EMC”) identifies land uses which are allowed, allowed with conditions or subject to specific permitting requirements or standards, or prohibited within the City by zoning district, which must be amended to be compliant with ESHB 1220; and

WHEREAS, the City’s Responsible Official determined that there will be no probable significant adverse environmental impacts from a proposal and issued a Determination of Nonsignificance (DNS) on August 11, 2021 under WAC 197-11-340; and

WHEREAS, on August 16, 2021, the City sent a draft of this Ordinance to the Washington State Department of Commerce, as required by RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on September 13, 2021, and sent its recommendation to the City Council; and

WHEREAS, on September 21, 2021, the Edgewood City Council considered this draft Ordinance in a study session; and

WHEREAS, on September 28, 2021, the Edgewood City Council held a public hearing on this Ordinance; and

WHEREAS, on October 5, 2021, the Edgewood City Council considered this draft Ordinance in a study session; and

WHEREAS, on October 12, 2021, the Edgewood City Council took final action on this Ordinance during its regular meeting; and

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

Section 1. EMC Section 18.20.080, Amended. Section 18.20.080, “E Definitions,” of the Edgewood Municipal Code is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC Section 18.20.110, Amended. Section 18.20.110, “H Definitions,” of the Edgewood Municipal Code is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. EMC Section 18.20.190, Amended. Section 18.20.190, “P Definitions,” of the Edgewood Municipal Code is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. EMC Section 18.20.230, Amended. Section 18.20.230, “T Definitions,” of the Edgewood Municipal Code is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 5. EMC Section 18.70.050, Amended. Section 18.70.050, “Land use table,” of the Edgewood Municipal Code is hereby amended to read as shown in Exhibit B, attached hereto and incorporated herein by this reference.

Section 6. 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 7. 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 12TH DAY OF OCTOBER 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:

Exhibit A

18.20.080 E definitions.

“Easement” means a nonpossessory interest in the land of another which entitles the owner of the interest to a limited use or enjoyment of the other’s land for the purpose of and protection from interference with this use by a public or private street, railroad, utility, transmission line, walkway, sidewalk, bikeway, equestrian trail, and other similar uses. An easement may be exclusive or include more than one user.

"Educational services, all other" means establishments providing other types of training and instruction, such as business, computer, fine arts, cosmetology, and language instruction. Further described in NAICS 6116 and 6117.

“Electric vehicle infrastructure” means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

"Electric power generation" means uses involving the production of electric energy and delivery of electricity to transmission systems or to electric power distribution systems. This category does not include electricity generation as an accessory use. Further described in NAICS 22111.

“Electromagnetic field (EMF)” means the field produced by the operation of equipment used in transmitting and receiving radio frequency signals.

"Elementary and secondary schools" means schools furnishing academic courses and associated course work that comprise a basic preparatory education, typically kindergarten through 12th grade. Further described in NAICS 6111.

“Eligible facilities request” means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

1. Collocation of new transmission equipment;
2. Removal of transmission equipment; or
3. Replacement of transmission equipment.

“Eligible support structure” means any existing tower or base station as defined in this chapter; provided, that it is existing at the time the relevant application is filed with the city under this title.

“EMC” means and is an abbreviation for the Edgewood Municipal Code.

“Emergency care facility” means any facility providing 24-hour emergency medical care.

“Emergency housing” means those facilities as defined in RCW 36.70A.030.

“Emergency shelter” means those facilities as defined in RCW 36.70A.030.

“Equipment shelter” means the structure associated with a PWSF that is used to house electronic switching equipment, cooling systems, and backup power systems.

“Erect” means the act of placing or affixing a component of a structure upon the ground or upon another such component.

“Essential public facility” means those facilities covered under Washington State law (RCW 36.70A.200). Essential public facilities include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, state and local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition

facilities as defined in RCW 71.09.020. The office of financial management shall maintain a list of those essential state public facilities that are required or likely to be built within the next six years. The office of financial management may at any time add facilities to the list.

“Evergreen tree” means a tree, often a coniferous tree, which retains its foliage and remains green year round.

“Excavate” means the removal by man of sand, sediment, or other material from an area of land or water for other use than commercial or industrial.

“Existing,” as applied to a tower or base station, means a constructed tower or base station that has been reviewed and approved under the applicable zoning process of the city or another agency with jurisdiction. With regard to a telecommunications facility, it is a previously erected support structure or other structure, e.g., buildings or water tanks, to which telecommunications facilities may be attached.

“Extremely hazardous waste” means any waste which will persist in a hazardous form for several years or more at a disposal site and which in its persistent form presents a significant environmental hazard and may be concentrated by living organisms through a food chain or may affect the genetic constitution of humans or other living creatures and is disposed of at a disposal site in such quantities as would present an extreme hazard to man or the environment. Those wastes designated in WAC 173-303-070 through 173-303-103 as extremely hazardous wastes. (Ord. 18-526 § 2 (Att. B); Ord. 16-463 § 3; Ord. 11-359 § 7 (Exh. D); Ord. 03-203 § 1).

18.20.190 P definitions.

“Habitat” means the place or type of site where an organism lives; the place occupied by an entire community, such as a freshwater tidal marsh community.

“Hard surface” means an impervious surface, a permeable pavement, or a vegetated roof.

“Hazardous substance” means any liquid, solid, gas or sludge, including any material, substance, product, commodity or waste, regardless of quantity, that exhibits any of the characteristics or criteria of hazardous waste as described in rules adopted under Chapter 70.105 RCW or in WAC 173-303-090, 173-303-100, 173-303-101, 173-303-102 or 173-303-103.

“Hazardous substance land use” means any use which is permitted under this title and which includes a designated zone facility for the processing or handling of a hazardous substance.

“Hazardous substance land use facility” means the projected line enclosing the area of all structures and lands on which hazardous substance land use activities occur, have occurred in the past or will occur in the future. This does not include the application of products for agricultural purposes or the use, storage, or handling of hazardous substances used in public water treatment facilities.

“Hazardous substance, processing or handling” means the use, storage, manufacturing, or other land use activity involving hazardous substances, but does not include individually packaged household consumer products or quantities of hazardous substances of less than five gallons in volume per container. Hazardous substances shall not be disposed of on site, unless in compliance with Dangerous Waste Regulations, Chapter 173-303 WAC, and any pertinent local ordinances, such as sewer discharge standards.

“Hazardous waste” means any dangerous and extremely hazardous waste as designated pursuant to Chapter 70.105 RCW or Chapter 173-303 WAC, including substances composed of radioactive and hazardous components. A moderate risk waste is not a hazardous waste.

“Hazardous waste facility” means the contiguous land and structures, other appurtenances and improvements on the land used for recycling, storing, treating, incinerating or disposing of hazardous waste.

“Hazardous waste storage facility” means any designated zone facility which holds hazardous waste for a temporary period not to exceed five years; this does not include accumulation of hazardous waste by the generator on the site

of generation, as long as the generator complies with the applicable requirements of WAC 173-303-200 and 173-303-201.

“Hazardous waste treatment facility” means any designated zone facility which processes hazardous waste by physical, chemical or biological means to make such waste nonhazardous or less hazardous, safer for transport, amenable for energy or material resource recovery, amenable for storage, or reduced in volume.

“Hearing examiner” means a person appointed by the city to carry out the functions authorized under Chapter 2.40 EMC, and RCW 35A.63.103.

“Hearing examiner review” means a process involving the judgment and discretion of the hearing examiner, EMC 18.40.100, Process III – Hearing examiner action, in applying specific decision criteria and other requirements unique to a particular use in the approval of an activity permitted, or permitted conditionally, within a zoning district.

“Height” means the vertical distance measured from the average grade to the highest point on the building or structure.

“Hip roof” means a roof that slopes down to the eaves on all four sides without gables.

“Hog and pig farming” means uses involving the raising of hogs and pigs, which may include farming activities, such as breeding, farrowing, and the raising of weanling pigs, feeder pigs, or market size hogs. Further described in NAICS 112210.

“Home business” means any occupation, profession or lawful commercial activity carried out for financial gain by a resident living on the premises, and in which said activity is secondary to the use of the dwelling for living purposes; provided, that the occupation or profession meets the requirements of EMC 18.100.070, Home business. A home business has an effect (e.g., customers, employees, traffic, noise, etc.) upon the surrounding neighborhood and requires an administrative use permit.

“Home business, limited” means any occupation, profession or lawful commercial activity carried out for financial gain entirely within the dwelling, solely by a resident living on the premises, and which said activity is secondary to the use of the dwelling for living purposes; provided, that the limited home business meets the requirements of EMC 18.100.080, Limited home businesses. A limited home business has no impact (e.g., no clients or employees, traffic, noise, etc.) on the peace, quiet, comfort, and enjoyment by and of the abutting properties and the surrounding community.

“Hospitals” means a building designed and used for medical or surgical diagnosis, treatment and housing of persons under the care of doctors and nurses and may include ancillary uses such as cafeterias, florists and patient- and visitor-related services. Rest homes, nursing homes, convalescent homes and clinics are not included. Further described in NAICS 622.

“Hotels (except casino hotels) and motels” means a single building or a group of detached or semi-detached buildings containing six or more guest rooms or self-contained suites, with parking provided on the site for the use of those staying in the rooms or suites, which is or are designed and used for the accommodation of transient travelers for a period not to exceed 30 days. Further described in NAICS 721110.

“Household, Extremely Low-Income” means the same as defined in RCW 36.70A.030.

“Household, Low-Income” means the same as defined in RCW 36.70A.030.

“Household, Moderate-Income” means the same as defined in RCW 36.70A.030.

“Household, Very Low-Income” means the same as defined in RCW 36.70A.030.

“Housing, Affordable” means the same as defined in RCW 36.70A.030.

“Human scale” means the size of a building element or space relative to the dimensions and proportions of a human being. A building is considered to have “good human scale” if there is an expression of human activity or use that indicates the building’s size. For example, traditionally sized doors, windows, and balconies are elements that respond to the size of the human body, so these elements in a building indicate a building’s overall size. (Ord. 20-579 § 1 (Exh. A); Ord. 16-482 § 2 (Exh. F); Ord. 11-359 § 7 (Exh. D); Ord. 03-203 § 1).

18.20.190 P definitions.

“Parapet” means a low wall projecting from the edge of a platform, terrace, or roof. Parapets may rise above the cornice of a building.

“Parcel” means a lot or plot of land proposed or created in accordance with this code or prior subdivision ordinance and state law and intended as a unit for the purpose, whether immediate or future, of transfer of ownership. The external boundaries existing as of the date of incorporation of the city of Edgewood shall be used to establish what is a parcel for the purposes of this code. For parcels which have not been conveyed since that date, the legal description used in the conveyance closest to that date shall control.

"Parking lots" means an off-street, ground level open area, usually improved, for the parking and/or temporary storage of motor vehicles. Further described in NAICS 812930.

“Parking space” means any off-street surface area of not less than 15 feet by eight feet in size, exclusive of maneuvering and access area, permanently reserved for the storage or parking of one vehicle, and connected with an access which affords ingress and egress for vehicles.

"Parking structures" means a building or structure consisting of more than one level, above and/or below ground with one or more common entrances, and used for the parking and/or temporary storage of motor vehicles. Further described in NAICS 812930.

“Parking, surface” means an off-street, ground level open area, usually improved, for the parking and/or temporary storage of motor vehicles.

"Parks, open space, and public recreation" means recreational areas and recreation facilities which primarily are owned or operated by public or nonprofit entities for the use and enjoyment of the general public. In some cases, such areas and facilities may be incidental to private development, such as open space set-asides necessary for environmental mitigation and children’s play areas (“tot lots”) within a subdivision; are intended to be principally used by a finite group; and may constitute private property.

“Parties of record” means persons with legal standing with respect to an application including the applicant, property owner as identified by the records available from the Pierce County assessor’s office, or any person who testified at the open record public hearing on the application; and/or any person who submitted written comments during administrative review or has submitted written comments concerning the application at the open record public hearing, excluding persons who have only signed petitions or mechanically produced form letters.

"Passenger car rental and leasing" means establishments primarily engaged in renting or leasing passenger cars without drivers. Further described in NAICS 53211.

“Passive recreation” means an outdoor leisure time activity which usually occurs in a natural or designed urban setting. Passive recreation may occur in common open lawn areas and, where determined appropriate, critical area buffers, aquifer recharge and floodwater storage areas. Activities may include picnicking, sightseeing, walking, hiking, biking, horseback riding, and nature walks. Accessory structures associated with passive recreation include: playground equipment, picnic shelters and tables, barbecue pits, exercise stations, restroom facilities, benches, directory signs, garbage containers, and landscaped areas with walkways.

“Patio” means a recreation area adjoining a dwelling which is often hard-surfaced or a wood platform of 30 inches or less above finished grade.

“Pedestrian orientation” means designing the built environment with the needs of humans who are walking in mind. Key elements include building height, bulk and placement; streetscape, sidewalk design and connections; and mix

and type of land uses. The result should be a walkable community that reinforces urban design goals for the neighborhood.

Pedestrian-Oriented Facades. The ground floor facades facing pedestrian-oriented streets and public parks shall feature “pedestrian-friendly” street front facades which consist of one or more of the following characteristics:

1. Transparent window area or window displays along the majority of the ground floor facade.
2. Sculptural, mosaic or bas-relief artwork over the majority of the ground floor facade.
3. Pedestrian-Oriented Space. As defined below, at least 500 square feet must be located along the sidewalk for every 100 linear feet of facade as measured along the property line adjacent to the street right-of-way. The pedestrian-oriented space shall also include at least 200 square feet of landscaping for every 100 linear feet of building facade as measured along the property line adjacent to the street right-of-way. The landscaping must conform to the planting standards contained in Edgewood city ordinances.

“Pedestrian-oriented space” means an area between a building and a public street or another building that promotes visual and pedestrian access onto the site and that provides pedestrian-oriented amenities and landscaping to enhance the public’s use of the space. Pedestrian-oriented spaces include, but are not limited to, outdoor plazas, arcades, courtyards, seating areas, and amphitheaters. Pedestrian-oriented spaces have:

1. Visual and pedestrian access, including handicapped access, into the site from the public right-of-way.
2. Special textured paved walking surfaces of either concrete or approved unit paving.
3. On-site or building-mounted lighting providing at least four footcandles (average) on the ground.
4. Seating; at least two feet of seating area (bench, ledge, etc.) or one individual seat per 60 square feet of plaza area or open space.
5. Landscaping, including trees and seasonal plantings, that defines the space, but does not act as a visual barrier to views from the street or adjacent buildings.
6. Site furniture, artwork or amenities such as fountains, kiosks, etc.
7. Pedestrian weather protection or other enclosure, such as an arcade or gazebo.

Generally, pedestrian-oriented spaces shall not have:

1. Asphalt or gravel pavement.
2. Adjacent unscreened parking lots.
3. Adjacent chain-link fences.
4. Adjacent “blank walls” without “blank wall treatment.”

“Pedestrian-oriented use” means a commercial use in which customers commonly arrive on foot, or where signage, advertising, window display and entryways are oriented toward pedestrian traffic on a public sidewalk. Pedestrian-oriented businesses may include restaurants, retail shops, personal service businesses, travel services, banks (except drive-through windows), and similar establishments.

“Pedestrian walkway” means a surfaced walkway, separate from the traveled portion of a right-of-way or parking lot/driving aisle.

“Pennant” means a tapered flag having a distinctive triangular form. (See “flag” and “string pennants.”)

“Performance standards” means criteria to control noise, odor, smoke, toxic or noxious matter, vibration, fire and explosive hazards, or glare or heat generated by or inherent in uses of land or buildings.

“Performing arts center” means any facility consisting of stages and seating for the live performance of theatrical or musical works. Ancillary uses such as concessions and gift shops may be included in this use.

“Permanent supportive housing” means the same as defined in RCW 36.70A.030.

“Person” means any natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government, or any other person or combination acting as a unit, with legal rights and duties, whether acting by themselves or by a servant, agent, employee, or guardian.

"Personal care services" means businesses primarily engaged in providing services to meet individuals' periodic personal needs. Examples include, but are not limited to, coin-operated laundries, dry cleaning drop-off/pick-up establishments, dry cleaners, beauty shops, barber shops, clothing alterations, tanning salons, travel agencies, payday loan establishments, photographic studios, carpet and upholstery cleaners, and personal improvement services. Further described in NAICS 98121, 812310, and 8123200.

“Personal wireless service facilities (PWSF)” means unstaffed facilities that are used for the transmission or reception, or both, of personal wireless services, including, but not necessarily limited to, antenna arrays, transmission cables, equipment shelters and support structures.

"Pet and pet supplies stores" means places of business primarily engaged in retail sales associated with small animals and household pets. Further described in NAICS 453910.

"Pet care services, all other" means places of business primarily engaged in retail services associated with small animals and household pets. This excludes boarding and veterinary services. Examples include pet grooming shops and pet daycare. Further described in 812910.

"Pipeline transportation" means activities that involve the use of transmission pipelines to transport products, such as crude oil, natural gas, refined petroleum products, and slurry. Uses are subject to Washington Utilities and Transportation Commission regulations and the federal Pipeline and Hazardous Materials Safety Administration (PHMSA). Further described in NAICS 486.

“Plat” means a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets, and alleys or other divisions and dedications.

“Plat, preliminary” means a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of a subdivision consistent with the requirements of the city subdivision regulations and Chapter 58.17 RCW. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

“Plat, short” means a legally recorded map or drawing which subdivides a parcel of ground into four or fewer lots, tracts, parcels, sites, or divisions for the purpose of sale, lease or transfer of ownership.

“Plaza” means a pedestrian space that is available for public use and is situated near a main entrance to a building or is clearly visible and accessible from the adjacent right-of-way. Typical features include special paving, landscaping, lighting, seating areas, water features, and art.

“Post office, branch” means a government operated subdivision of a main post office serving as a base for one or more carrier routes and providing customer postal service.

“Post office, contract station” means a privately operated, limited-service postal facility carried on as adjunct to a principal business or use.

“Potable Water Treatment” means establishments primarily engaged in operating water treatment plants and/or operating water supply systems. The water supply system may include pumping stations, aqueducts, and/or distribution mains. The water may be used for drinking, irrigation, or other uses. Further described in NAICS 221310 , part. “Preempted facility” means any hazardous waste facility defined as a preempted facility in RCW 70.105.010 or in Chapter 173-303 WAC. This may include any facility that includes as a significant part of its activities any of the following hazardous waste operations:

1. Landfill;
2. Incineration;
3. Land treatment;
4. Surface impoundment to be closed as a landfill; or
5. Waste pile to be closed as a landfill.

“Preexisting wireless telecommunications facility (WTF)” means any wireless telecommunications facility for which a building permit and/or development permit has been properly issued prior to the date of adoption of the ordinance codified in this title, including permitted wireless telecommunications facilities that have not yet been constructed, so long as that permit or approval has not expired.

“Preliminary approval” means an approval, based upon an application and conceptual plan for a discretionary land use permit, granted by the community development director or designee or examiner, which sets forth certain conditions.

“Premises” means a parcel of land with its appurtenances and buildings which, because of its unity of use, may be regarded as the smallest conveyable unit of real estate.

“Preschool” means an establishment exclusively providing educational programs for prekindergarten or preschool children, but excluding child day care uses..

“Principal use” means the main use to which the premises are devoted and the principal purpose for which the premises exist.

“Private organization” means a nonprofit corporation organized pursuant to Chapter 24.03 RCW as a nonprofit corporation.

“Processing or handling of a hazardous substance” means the compounding, treatment, manufacturing, synthesis, use or storage of hazardous substances in excess of the following amounts in bulk quantities: 5,000 pounds of solid hazardous substances, 500 gallons of liquid hazardous substances, and 650 cubic feet of gaseous hazardous substances.

“Project action” involves a decision on a specific project, such as a construction or management activity located in a defined geographic area. Projects include and are limited to agency decisions to:

1. License, fund, or undertake any activity that will directly modify the environment, whether the activity will be conducted by the agency, an applicant, or under contract;
2. Purchase, sell, lease, transfer, or exchange natural resources, including publicly owned land whether or not the environment is directly modified.

“Project permit” means any land use or environmental permit or license required from the city of Edgewood for a project action, including but not limited to building permits, site development permits, fill and grade permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, development plan review, site specific rezones authorized by the comprehensive plan; but excluding adoption or amendment of the comprehensive plan and development regulations, zoning of newly annexed land, area-wide rezones, and zoning map amendments except as otherwise specifically included in this subsection.

“Property line adjustment” means the relocation of a common property line between two abutting properties.

“Provider, telecommunications facilities” means a corporation, company, association, joint stock company, firm, partnership, sole-proprietorship, limited liability company, other entity or individual which provides telecommunications services through the use of wireless telecommunications facilities.

“Public facilities” include streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, storm waste facilities, parks and recreational facilities, governmental buildings, and schools.

“Public meeting” means an informal or formal meeting, workshop, or other public gathering of persons to obtain comments from the public or other agencies on a proposed project permit prior to the city’s decision, but is not an open record hearing.

“Public or semi-public use” means a structure or use, owned or operated by a state, county, city, school district or other public or private agency or concern for the benefit of the public generally including schools, fire stations, libraries, community buildings, museums, child care centers, fairgrounds, and churches, but does not include specific uses or structures which are defined separately in this section.

“Public park” means a park or recreation facility, whether indoor or outdoor, that is owned or operated by a public entity and is open to the general public.

“Public street” means any public or private road or access easement intended to provide public access to any lot/development, but excluding any service road or internal driving aisles (e.g., within parking lots).

“Public utility” means a private business or organization such as a public service corporation, performing some public service and subject to special governmental regulations, or a governmental agency performing similar public services, the service by either of which are paid for directly by the recipients thereof. Such services shall include, but are not limited to, water supply, electric power, gas and transportation of persons or freight. (Ord. 18-526 § 2 (Att. B); Ord. 16-482 § 2 (Exh. F); Ord. 15-448 § 2 (Exh. A); Ord. 11-359 § 7 (Exh. D); Ord. 03-203 § 1).

18.20.230 T definitions.

"Technical and trade schools" means establishments offering training in a skill or trade to be pursued as a career. Further described in NAICS 6115.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing without change in the form or content of the information as sent and received.

“Telecommunications facility” means any unmanned facility established for the purpose of providing wireless transmission of voice, data, images or other information including, but not limited to, cellular telephone service, personal communications service (PSC) and paging service. A telecommunications facility can consist of one or more antennas and accessory equipment or one base station.

“Telecommunications service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

“Temporary lodging” means an establishment that provides temporary sleeping accommodations, and may also include ancillary uses such as restaurant, lounge, banquet rooms and convention facilities.

“Temporary use” means a nonpermanent structure, use or activity involving minimal capital investment that does not result in the permanent alteration of the site and which is intended to exist or operate for a limited period of time.

“Tower” means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul and the associated site.

“Tower height” means the vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna. A lightning rod, not to exceed ten feet in height, may be exempted from the tower height measurement.

"Townhouse" means three or more attached dwelling units where each unit is separated vertically and shares at least one common wall with another dwelling unit.

“Toxic materials” means a substance (liquid, solid, or gaseous) which by reason of an inherent deleterious property tends to destroy life or impair health.

“Tract” means any parcel of land, lot, building site, or contiguous combination thereof devoted to or intended to be devoted to a principal use and any other uses customarily accessory thereto.

“Trailer, commercial/private” means a vehicle without motor power designed to be drawn by a motor vehicle and which trailer is used or is to be used for carrying goods and property.

“Transfer/recycling station” means a solid waste facility requiring a state solid waste permit which is a permanent, fixed supplemental collection and transportation facility, used by persons and route collection vehicles to deposit collected solid waste from off-site into a larger transfer vehicle for transport to a disposal facility. It may include baling or compaction activities or recycling facilities.

“Transfer station, drop-box” means a solid waste facility requiring a state solid waste permit which is used for placement of a detachable container including the area adjacent for necessary entrance and exit roads, unloading and turnaround areas. The facility normally serves the general public with loose loads and receives waste from off-site.

“Transitional housing” means ~~the same as defined by RCW 84.36.043(2)(c). a facility operated publicly or privately to provide housing for individuals or families who might otherwise be homeless and generally have no other immediate living options available to them. Transitional housing shall not exceed a two-year period per individual or family.~~

“Transmission equipment” means equipment that facilitates transmission for any wireless communication service licensed or authorized by the FCC, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

"Transportation, all other" means establishments that involve the transportation of passengers and/or cargo, including related support activities. Further described in NAICS 48 (except 486).

“Tree” means any living woody plant characterized by one main trunk and many branches, and having a diameter of two inches or more measured at three feet above ground level.

“Tree removal permit” means an approval granted by the community development department to remove a significant tree(s) within the city. (Ord. 18-526 § 2 (Att. B); Ord. 11-359 § 7 (Exh. D); Ord. 03-203 § 1).

"Truck, utility trailer, and RV rental and leasing" means establishments primarily engaged in renting or leasing, without drivers, one or more of the following: trucks, truck tractors, buses, semi-trailers, utility trailers, or RVs (recreational vehicles). Further described in NAICS 53212.

Exhibit B

18.70.050 Land Use Table

Table 1: Land Use Table

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
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Residential													
✓ – Permitted Use CUP – Use may be approved via CUP - – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1 & 6
Accessory													
Accessory Dwelling Unit (ADU), Attached	Special	✓	✓	✓	✓	✓	✓	-	-	-	-	-	See EMC Section 18.90.190 for ADU requirements for both attached and detached (backyard cottage) ADUs.
ADU, Detached [Backyard Cottage]	Special	✓	✓	✓	✓	✓	✓	AUP	AUP	-	-	-	Detached ADU allowed secondarily in TC and C zones only when paired with Townhouse use.
Caretaker Residence	Special	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	-	-	
Single-Family													
Detached Dwelling	Special	✓	✓	✓	✓	✓	✓	-	-	-	-	-	
Cottage Court	Special	-	✓	✓	✓	✓	✓	-	-	-	-	-	
Multi-Family													

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Duplex: Side by Side	Special	-	✓	✓	✓	✓	✓	-	-	-	-	-	
Duplex: Back to Back	Special	-	✓	✓	✓	✓	✓	-	-	-	-	-	
Duplex: Top and Bottom	Special	-	✓	✓	✓	✓	✓	-	-	-	-	-	
Attached Dwelling	Special	-	✓	✓	✓	✓	✓	-	-	-	-	-	
Multi-Plex	Special	-	-	-	✓	✓	✓	-	-	-	-	-	
Townhouse	Special	-	-	-	✓	✓	✓	✓	✓	-	-	-	
Apartment	Special	-	-	-	-	-	✓	✓	✓	✓	-	-	
Other													
Adult Family Home	623990, part	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	-	In accordance with RCW 70.128.010(1), as amended
Nursing and Residential Care Facilities	6231 & 6232	-	-	-	-	CUP	✓	✓	✓	✓	-	-	
Assisted Living Facilities	6233	-	-	-	CUP	CUP	✓	✓	✓	✓	-	-	
Live/Work Unit	Special	-	-	-	-	-	✓	✓	✓	✓	-	-	
<u>Permanent Supportive Housing</u>		✓	✓	✓	✓	✓	✓	✓	✓	✓	-	-	
<u>Transitional Housing</u>		✓	✓	✓	✓	✓	✓	✓	✓	✓	-	-	

Agriculture and Resource (Sector 11-21)													
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Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓ – Permitted Use CUP – Use may be approved via CUP – – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1 & 6
Family Farm	111 & Special	✓	✓	AUP	-	-	-	-	-	-	✓	✓	Activities must be performed on parcels larger than two (2) acres in size, unless in the SF2 or SF3 zone.
Agricultural Sales	454390, part	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Activities permitted in all districts, but require TUP and must comply with EMC 18.50.070.
Crop Production													
Marijuana Production	111, special	-	-	-	-	-	-	-	-	-	-	-	See Condition 2
Crop Production, All Other	111	✓	✓	AUP	-	-	-	-	-	-	✓	✓	
Animal Production and Aquaculture													
Hog and Pig Farming	112210	-	-	-	-	-	-	-	-	-	-	-	
Cattle Feedlots	112112	CUP	-	-	-	-	-	-	-	-	-	-	
Animal Production and Aquaculture, All Other	112 except 112210; 112112; 112511, part	✓	CUP	-	-	-	-	-	-	-	✓	CUP	
Mining, Quarrying, and Oil and Gas Extraction	21	-	-	-	-	-	-	-	-	-	-	-	Unless otherwise authorized or permitted by the State where City of Edgewood is preempted from regulating
Utilities (Sector 22)													

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓ – Permitted Use CUP – Use may be approved via CUP - – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
Electric Power Generation	22111	CUP	CUP	CUP	CUP	CUP	-	-	-	-	CUP	CUP	Not applicable to small-scale, independent residential units or single-building power supply units
Potable Water Treatment	221310, part	CUP	CUP	CUP	CUP	CUP	-	-	-	-	CUP	CUP	
Sewage Collection or Treatment Facility	221320, parts	CUP	CUP	CUP	CUP	CUP	-	-	-	-	CUP	CUP	
Wireless Communication Facilities	517312; 517919, part	See Note											Activities subject to Edgewood Ordinance No. 18-0526 and any successors, as modified (EMC 18.100.110)

Manufacturing (Sector 31-33)													
✓ – Permitted Use CUP – Use may be approved via CUP - – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
Animal Slaughtering and Processing	3116	-	-	-	-	-	-	-	-	-	-	-	
Marijuana Processing	Special	-	-	-	-	-	-	-	-	-	-	-	See Condition 2
Manufacturing, Craft	Special	-	-	-	-	-	CUP	CUP	CUP	CUP	✓	-	
Manufacturing, Light	23, part; 311 except 3116; 312; 313; 314; 315; 316; 337	-	-	-	-	-	-	-	CUP	CUP	✓	-	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Manufacturing, Heavy	23, part; 321; 322; 323; 324; 325; 326; 327; 331; 332; 333; 334; 335; 336; 339	-	-	-	-	-	-	-	-	-	CUP	-	

Wholesale & Retail Trade (Sector 42, 44-45)													
✓ – Permitted Use CUP – Use may be approved via CUP – – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
Wholesale Trade	423, 424, & 425	-	-	-	-	-	-	-	CUP	AUP	✓	-	
Retail Trade													
Automobile and Other Motor Vehicle Dealers	4411 & 4412	-	-	-	-	-	-	-	CUP	AUP	AUP	-	
Gasoline Stations	447	-	-	-	-	-	CUP	CUP	AUP	✓	✓	-	
Pet and Pet Supplies Stores	453910	-	-	-	-	-	AUP	✓	✓	✓	✓	-	
Fuel Dealers	454310	-	-	-	-	-	-	-	CUP	CUP	✓	-	
Marijuana Retailers	453998, part	-	-	-	-	-	-	-	-	-	-	-	See Condition 2
Sexually-Oriented Retail Businesses	Special	-	-	-	-	-	-	-	-	CUP	-	-	Per Ord. 11-0356, 13-0410, 14-0425, 17-0502, and regulations regarding cannabis in RCW 69.51A or I-502 Subject to standards provided in EMC 18.100.100

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Retail Trade, All Other	All Other 44 & 45	-	-	-	-	-	✓	✓	✓	✓	✓	CUP	

Transportation & Warehousing (Sector 48-49)													
✓ – Permitted Use CUP – Use may be approved via CUP - - Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
Transportation													
Pipeline Transportation	486	See Note											Activities must follow City of Edgewood permitting requirements and are subject to Condition 3
Transportation, All Other	48 except 486	See Note											See Condition 4
Warehousing and Storage													
Mini-Warehouses and Self- Storage Units	53113	-	-	-	-	-	-	-	CUP	✓	✓	-	
Warehousing and Storage, All Other		-	-	-	-	-	-	-	-	CUP	✓	-	

Business & Professional Services (Sector 51-56)													
✓ – Permitted Use CUP – Use may be approved via CUP - – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
General	all 'office' use, plus: 51 except 517; 52; 531; 533;	-	-	-	-	-	✓	✓	✓	✓	AUP	-	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
	54 except 541940; 55; 561; 813												
Rental and Leasing													
Passenger Car Rental and Leasing	53211	-	-	-	-	-	✓	✓	✓	✓	✓	-	
Truck, Utility Trailer, and RV Rental and Leasing	53212	-	-	-	-	-	CUP	CUP	AUP	✓	✓	-	
Consumer Goods Rental	5322; 5323, part	-	-	-	-	-	✓	✓	✓	✓	✓	-	
Commercial and Industrial Equipment Rentals	5323, part; 5324	-	-	-	-	-	-	-	AUP	✓	✓	-	
Waste Management and Remediation Services													
Waste Management and Remediation Services, All Other	5622, part; 5629	-	-	-	-	-	-	-	-	-	CUP	-	
Educational Services (Sector 61)													
✓ – Permitted Use CUP – Use may be approved via CUP- – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
Elementary and Secondary Schools	6111	CUP	CUP	CUP	CUP	CUP	AUP	✓	✓	✓	CUP	CUP	
Junior Colleges , Colleges, Universities, and Professional Schools	6112; 6113; 6114	-	-	-	-	-	AUP	✓	✓	✓	CUP	-	
Technical and Trade Schools	6115	-	-	-	-	-	AUP	✓	✓	✓	CUP	-	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Educational Services, All Other	6116; 6117	-	-	-	-	-	AUP	✓	✓	✓	CUP	-	

Health Care & Social Assistance (Sector 62)													
✓ – Permitted Use CUP – Use may be approved via CUP - – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
Ambulatory Health Care Services, All Other	all other 621	-	-	-	-	CUP	✓	✓	✓	✓	CUP	CUP	
Hospitals	622	-	-	-	-	-	-	✓	✓	✓	CUP	-	
Social Assistance													
Services for the Elderly and Persons with Disabilities	624120	-	-	-	-	CUP	✓	✓	✓	✓	CUP	CUP	
Vocational Rehabilitation Services	624310	-	-	-	-	CUP	✓	✓	✓	✓	CUP	CUP	
Child Day Care Services, Home-Based	624410, part	AUP	AUP	AUP	AUP	AUP	✓	✓	✓	✓	-	-	Subject to standards provided in EMC 18.100.040
Child Day Care Services, All Other	624410, part	-	-	-	-	CUP	✓	✓	✓	✓	CUP	-	Subject to standards provided in EMC 18.100.040
Social Assistance, All Other	all other 624	-	-	-	-	CUP	✓	✓	✓	✓	CUP	CUP	
<u>Emergency Housing</u>		-	-	-	-	-	<u>CUP</u>	<u>✓</u>	<u>✓</u>	<u>CUP</u>	<u>✓</u>		
<u>Emergency Shelter</u>							<u>CUP</u>	<u>✓</u>	<u>✓</u>	<u>CUP</u>	<u>✓</u>		

Arts, Entertainment, and Recreation (Sector 71)	
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Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓ – Permitted Use CUP – Use may be approved via CUP - – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
Libraries	Special	-	-	-	A	A	✓	✓	✓	✓	A	✓	
Museums and Art Galleries	712 except 712130	-	-	-	A	A	✓	✓	✓	✓	A	✓	
Zoos, Aquariums, and Botanical Gardens	712130	-	-	-	-	-	A	✓	✓	✓	✓	A	
Golf Courses and Country Clubs	713910	A	A	-	-	-	A	✓	✓	✓	✓	A	
Sexually-Oriented Entertainment	Special	-	-	-	-	-	-	-	-	CUP	-	-	Subject to standards provided in EMC 18.100.100
Gambling Industries	7132	-	-	-	-	-	-	CUP	A	A	✓	CUP	
Indoor Arts, Entertainment, and Recreation Activities, Other	Special	-	-	-	-	-	CUP	✓	✓	✓	A	✓	
Outdoor Arts, Entertainment, and Recreation Activities, Other	Special	-	-	-	-	-	CUP	A	A	A	-	✓	

Accommodation (Sector 721)	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	Notes
✓ – Permitted Use CUP – Use may be approved via CUP - – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
Hotels (except Casino Hotels) and Motels	721110	-	-	-	-	-	CUP	✓	✓	CUP	✓	-	
Bed-and-Breakfast Inns	721191	-	-	-	CUP	CUP	CUP	✓	✓	CUP	-	-	
RV Parks and Recreational Camps	7212	-	-	-	-	-	-	-	-	-	-	-	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
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Food Service and Drinking Places (Sector 722)													
✓ – Permitted Use CUP – Use may be approved via CUP - – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
Special Food Services	7223 except 722330	See Note					✓	✓	✓	✓	-	-	Allowed as incidental use in Residential districts.
Mobile Vendors	722330	-	-	-	-	-	✓	✓	✓	✓	✓	✓	Activities always require TUP and must comply with EMC 18.50.070.
Drinking Places for Alcoholic Beverages	722410	-	-	-	-	-	CUP	✓	✓	✓	✓	CUP	Subject to regulation and classification by the Washington State Liquor and Cannabis Board.
Restaurants, Full Service	722511	-	-	-	-	-	✓	✓	✓	✓	✓	✓	
Restaurants, Limited Service	722513; 722514	-	-	-	-	-	✓	✓	✓	✓	✓	✓	Subject to compliance with Drive-Up Windows (special) Use, if also applicable.
Snack and Nonalcoholic Beverage Bars	722515	-	-	-	-	-	✓	✓	✓	✓	✓	✓	Subject to compliance with Drive-Up Windows (special) Use, if also applicable.

Services (Sector 811-812)													
✓ – Permitted Use CUP – Use may be approved via CUP - – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
Automotive Repair and Maintenance													
Automotive Oil Change and Lubrication Shops	811191	-	-	-	-	-	-	-	CUP	A	✓	-	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Car Washes	811192	-	-	-	-	-	CUP	✓	✓	✓	✓	-	
Automotive Repair and Maintenance, All Other	all other 8111	-	-	-	-	-	-	-	CUP	CUP	✓	-	
Personal Care Services	98121; 812310; 8123200	-	-	-	-	-	CUP	✓	✓	✓	✓	-	
Other Repair and Maintenance													
Other Repair and Maintenance, Consumer	811 except 8111	-	-	-	-	-	-	-	CUP	CUP	✓	-	
Other Repair and Maintenance, Commercial/Industrial	811 except 8111	-	-	-	-	-	-	-	CUP	CUP	✓	-	
Funeral Homes and Funeral Services	812210	-	-	-	-	-	-	-	CUP	CUP	✓	-	
Crematoria	812220, part	-	-	-	-	-	-	-	-	CUP	CUP	-	
Pet Care Services													
Kennels	812910, part	-	-	-	-	-	-	-	-	CUP	A	-	
Veterinary Services	541940	-	-	-	-	-	A	A	✓	✓	A	-	
Pet Care Services, All Other	812910, part	-	-	-	-	-	✓	✓	✓	✓	A	-	

Civic and Public Uses (Sector 813)													
✓ – Permitted Use CUP – Use may be approved via CUP - – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Cemeteries	812220, part	-	-	-	-	-	-	-	-	-	-	CUP	
Religious Assembly													
up to 10,000 sq. ft.	813110, assembly only	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
10,000 to 19,999 sq. ft.	813110, assembly only	✓	✓	✓	A	A	CUP	CUP	✓	✓	-	CUP	
20,000 to 29,999 sq. ft.	813110, assembly only	A	A	A	A	A	CUP	CUP	✓	✓	-	CUP	
30,000 to 39,999 sq. ft.	813110, assembly only	CUP	CUP	CUP	A	A	CUP	CUP	✓	✓	-	CUP	
40,000 sq. ft. or greater	813110, assembly only	-	-	-	-	-	-	-	✓	✓	-	CUP	
Correctional Institutions	922140	-	-	-	-	-	-	-	CUP	CUP	-	CUP	
Administrative Government Facilities and Services	92 except 922140	-	-	-	-	-	✓	✓	✓	✓	✓	✓	
Parks, Open Space, and Public Recreation	Special	✓	✓	✓	✓	✓	✓	✓	✓	✓	A	✓	

Other Uses													
✓ – Permitted Use CUP – Use may be approved via CUP - – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1.
Parking Lots	812930, part	-	-	-	-	-	-	-	CUP	-	-	-	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Parking Structures	812930, part	-	-	-	-	-	-	CUP	CUP	-	-	-	
Drive-Up Windows	Special	-	-	-	-	-	CUP	CUP	CUP	CUP	CUP	CUP	Window shall not face a public ROW and facility must be screened from ROW
Outside Displays	Special	-	-	-	-	-	✓	✓	✓	✓	✓	✓	Activities also subject to EMC Subsection 18.95.030.I
Outside Storage	Special	-	-	-	-	-	-	CUP	CUP	CUP	A	-	Activities also subject to EMC Section 18.90.120

Conditions
(1) Operations shall not disseminate dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the site, property, or parcel on which such use is located. (2) Subject to regulation and classification by the Washington State Liquor and Cannabis Board, where applicable and must comply with Edgewood city Ordinances 11-0356, 13-0410, 14-0425, and/or 17-0502; plus any regulations regarding cannabis in RCW 69.51A or I-502. (3) Subject to Washington Utilities and Transportation Commission regulations and the federal Pipeline and Hazardous Materials Safety Administration (PHMSA). As allowed under state or federal regulations, any use(s) or appurtenances subject to local municipal control will require a CUP in all zoning districts (4) NAICS Subsector codes 481-485 and 487 (Air Transportation; Rail Transportation; Water Transportation; Truck Transportation; Transit and Ground Passenger Transportation; and Scenic and Sightseeing Transportation) permitted as services or systems, to include necessary support activities. The physical location of facilities, maintenance grounds, offices, or other structures incidental to the service or system are subject to the use regulations for said structure. (5) Public facilities are subject to EMC 18.50.060 Public Facilities Permit (6) Subject to EMC 18.100.030 Animals



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – SMAP Project Update	Agenda Item #: 2.E
	For Agenda of: 10/5/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. 21-07553-000_TM_EdgewoodBasinInventory_20210929	
Approval of Materials: Jeremy Metzler Rachel Pitzel 9/30/2021 Dave Gray 9/30/2021 Daryl Eidingen 9/30/2021	Expenditure Required: N/A
	Amount Budgeted: \$63,000 (Task 1: \$17,500)
	Timeline: 10/05/2021 SS

Summary Statement:

The Washington State Department of Ecology issued an updated Western Washington Phase II Municipal Stormwater Permit (aka, the NPDES Permit) on July 1, 2019 (effective August 1, 2019). Section S5.C.1.d of the updated permit now requires existing permittees to perform Stormwater Management Action Planning (SMAP), with an initial task of a Receiving Water Assessment to be completed by March 31, 2022. The City Council passed Resolution 21-0556 on March 23, 2021, authorizing a contract with Herrera Environmental Consultants, Inc. (Herrera) to perform said SMAP and Receiving Water Assessment.

As agreed by contract, the results of the Receiving Water Assessment (Basin Inventory) are hereby presented to Council for consideration before any further action is taken. Upon review of the assessment, staff recommends proceeding with the remainder of the SMAP tasks. Upon Council's review and direction, the full SMAP would be prepared by Herrera well ahead of the March 2023 deadline.

Item History:

03/16/2021 SS
03/23/2021 RCM

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – SMAP Project Update

Fiscal Note/Consideration:

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

TECHNICAL MEMORANDUM

Date: September 29, 2021
To: Jeremy Metzler and Joe Blaine, City of Edgewood
From: Joy Michaud and Megan Mullen, Herrera Environmental Consultants, Inc.
Subject: City of Edgewood—Basin Inventory

CONTENTS

Background	3
Basin Delineation and Receiving Water Identification	3
Methods.....	4
Results	5
Condition Assessment.....	10
Methods.....	10
Results	13
Stormwater Influence	15
Methods.....	15
Results	18
Summary Descriptions of Basins Retained for Prioritization	18
Jovita Creek Basin	19
Jovita Creek	19
Wapato Basin.....	19
Simons Creek	19
Lower Wapato Creek	20
Hylebos Basin	21
Surprise Lake Creek.....	21
Pothole Basins	22
Edgewood Bowl Pothole	22
Lake Chalet Pothole	22
Pinedale Pond/114th Avenue Pothole.....	23
108th Avenue Pothole.....	24



122nd Avenue Pothole.....	24
Surprise Lake Pothole.....	25
Summary	25
References.....	27

APPENDICES

Appendix A Detailed Scoring Matrix

TABLES

Table 1. Basin Characteristics.....	6
Table 2. Metrics Used to Complete the Condition Assessment Step of the Basin Inventory.	11
Table 3. Condition Assessment Scores.	14
Table 4. Metrics Used to Complete Stormwater Influence Step of the Basin Inventory.....	16
Table 5. Stormwater Influence Scores.....	18
Table 6. Result of Inventory Process.....	26

FIGURES

Figure 1. Pierce County Basin Boundaries (Pierce County 2021a).	7
Figure 2. Subbasin Boundaries in the City of Edgewood.	9

BACKGROUND

The purpose of this technical memorandum is to document the process used to prepare a basin inventory for the City of Edgewood to meet the requirements of S5.C.1.d.i of the Western Washington Phase 2 NPDES Stormwater Permit. The approach taken to complete this inventory generally follows Ecology's Stormwater Management Action Plan guidance (Ecology 2019) with modifications that reflect the specific needs of the City and the landscape.

The inventory was carried out in three general steps, which are described in detail in following sections:

- Basin Delineation and Receiving Water Identification
- Condition Assessment and Beneficial Use Evaluation
- Stormwater Management Influence

The full results from the inventory are included as Appendix A.

The intent of this inventory is not to provide a detailed characterization of each of the basins, but instead to use carefully selected metrics to carry out an initial screening to select those basins that will be carried forward into the basin prioritization phase of SMAP planning. During prioritization, the selected basins will be further evaluated. This will involve looking more closely at planned activities and expected changes in pollutant loads or flows, opportunities, management goals, and other information to support an informed decision. Summary information is provided for each of the basins that were retained for the next phase of the planning. This technical memorandum with the basin inventory matrix (Appendix A) will be submitted to Ecology with the City's annual report March 31, 2022, as required by the NPDES permit.

BASIN DELINEATION AND RECEIVING WATER IDENTIFICATION

The first step in the SMAP planning process was to delineate the City's basins and identify their receiving water so that the inventory data could be matched with the appropriate basin and receiving water. The number of basins defined is dependent upon the scale used and needs to be appropriate for supporting the inventory and planning effort. Ecology's SMAP guidance recommends a scale of 1 to 20 square miles. However, in a city the size of Edgewood (approximately 8 square miles) that has numerous very small but hydrologically isolated basins, it was more appropriate to use a smaller scale that allowed those basins to be comparable in size. This scale can be retained through the prioritization process.

Methods

In the 2017 City of Edgewood Comprehensive Surface Water Management Plan (2017 CSWMP) 17 basins were delineated using available LiDAR, the ESRI Spatial Analyst Hydrology toolbox (toolbox), and mapped stormwater infrastructure including ditches, pipes, culverts, and streams (Herrera 2017).

The 2017 delineations only included the portion of the basins inside the city limits. Because full basin boundaries were needed for this study, basins delineated by Pierce County (Pierce County 2021a) were used to determine total basin area, the percent of the basin within city limits, and the percent of the city draining to the larger basin for those basins that extended outside city limits. Pierce County basin delineations used in this study are shown in Figure 1. Most of the basins delineated in 2017 had comparable basins delineated by Pierce County with the following exceptions:

- **Drainage basin boundaries within city limits:** Many of the basins include minor deviations in basin boundaries within city limits. For this study, the Pierce County basins were corrected to match the 2017 delineations since those delineations accounted for mapped stormwater infrastructure as well as topographic flow pathways to determine total basin area.
- **Surprise Lake Pothole basin:** A portion of the Surprise Lake Pothole basin delineated in 2017 was included in Pierce County's delineation of the Surprise Lake basin. The portion of the basin draining to the Surprise Lake Pothole was excluded from the total basin area of the Surprise Lake basin for this study because it is hydrologically separated.
- **Wapato Creek basin:** The Wapato Creek basin delineated by Pierce County includes a large area surrounding Commencement Bay and the majority of the Upper Wapato Creek basin, which actually flows to the Puyallup River via constructed flow pathways. These two regions result in an exaggerated total basin area. Therefore, these two regions were excluded from the calculation of percentage of the basin within city limits.
- **Mid-Puyallup River basin:** The Upper Wapato Creek basin delineated in 2017 discharges to the Puyallup River via constructed flow pathways. This basin area was included in the total basin area for the Mid-Puyallup River basin delineated by Pierce County for this study.
- **Lower White River basin:** Due to differences in resolution between the City of Edgewood delineation and the Pierce County delineation, the Lower White River basin delineated by Pierce County includes three basins that were delineated as separate basins in the 2017 study: the Northern Slopes basin, Central Slopes basin, and Southern Slopes basin. The percent of each of these basins within city limits was estimated for this study and assumes that the total basin areas for these basins excludes the portion of the Lower White River basin east of SR 167.
- **Pony Lake basin:** The Pony Lake basin delineated by Pierce County is included in the Upper Wapato Creek basin total basin area.

Results

A map of the basins used for this assessment is shown in Figure 2. Table 1 shows the total basin area, percent of basin area within city limits, and the receiving water for each basin. Of the 17 basins identified, eight are entirely within city limits. These include the six pothole basins and the two basins that comprise Simons Creek. The remaining nine basins extend outside of city limits, with a range of 2 to 61 percent of their basin areas falling within the City's jurisdiction. Total basin areas range from 0.1 square mile (Surprise Lake Pothole basin) to 10.2 square miles (Upper Wapato Creek basin), and nine basins fall within the SMAP guidance of 1 to 20 square miles. Although the Hylebos Creek basin has the second largest total basin area (7.4 square miles), it has the smallest area within city limits (0.01 square mile or 5 acres). The largest basin that falls 100 percent within city limits is the Edgewood Bowl Pothole basin, with an area of 656 acres (1.02 square miles). A significant portion of the city (26 percent) conveys water to Wapato Creek, which includes Simons Creek. This does not include the area that discharges to the Upper Wapato basin since this has been disconnected from Wapato Creek and is now conveyed directly to the Puyallup River.

Table 1. Basin Characteristics.						
Basin	Total Basin Area (square miles)	Basin Area Within City (square miles) ^d	Percent Total Basin Area Within City Limits	Receiving Water	Larger Basin	Percent of City Draining to Larger Basin
Jovita Creek	3.1 ^a	0.97	31%	Jovita Creek	Jovita Creek	12%
Simons Creek	0.83	0.83	100%	Simons Creek	Wapato Creek	26%
Tributary to Simons Creek	0.41	0.41	100%	Simons Creek		
Lower Wapato Creek	6.4 ^{a,b}	0.90	25% to 50% ^e	Wapato Creek		
Surprise Lake Creek	1.2 ^a	0.74	61%	Surprise Lake Creek	Hylebos Creek	10%
Surprise Lake	0.6 ^a	0.10	16%	Surprise Lake		
Hylebos Creek	7.4 ^a	0.01	0.1%	Hylebos Creek		
Edgewood Bowl Pothole	1.02	1.02	100%	Edgewood Bowl Pothole	Edgewood Bowl Pothole	12%
Lake Chalet Pothole	0.21	0.21	100%	Lake Chalet Pothole	Lake Chalet Pothole	3%
Pinedale Pond/ 114th Avenue Pothole	0.60	0.60	100%	Pinedale Pond/ 114th Avenue Pothole	Pinedale Pond/ 114th Avenue Pothole	7%
108th Avenue Pothole	0.35	0.35	100%	108th Avenue Pothole	108th Avenue Pothole	4%
122nd Avenue Pothole	0.54	0.54	100%	122nd Avenue Pothole	122nd Avenue Pothole	7%
Surprise Lake Pothole	0.12	0.12	100%	Surprise Lake Pothole	Surprise Lake Pothole	1%
Northern Slopes	6.9 ^c	0.43	25% to 50% ^e	White River	Lower White River	10%
Central Slopes		0.12		White River		
Southern Slopes		0.30		White River		
Upper Wapato Creek	10.2 ^{a,b}	0.70	7%	Puyallup River	Mid-Puyallup River	8%

^a Total basin area based on 2021 Pierce County basin delineation (Pierce County 2021a)

^b 2021 Pierce County basin delineation (Pierce County 2021a) manually modified to exclude Upper Wapato Creek basin from the larger Wapato Creek basin and include it in the Puyallup River basin due to manmade alterations to natural drainage pathways

^c The Lower White River basin delineated by Pierce County (Pierce County 2021a) is coarser than the delineation within city limits. All three slopes basins are included within the total basin area.

^d Delineation based on 2017 CSWMP (Herrera 2017)

^e The percentage of the total basin area within city limits was estimated as a range of 25 percent to 50 percent for these basins as described in the Methods Section.

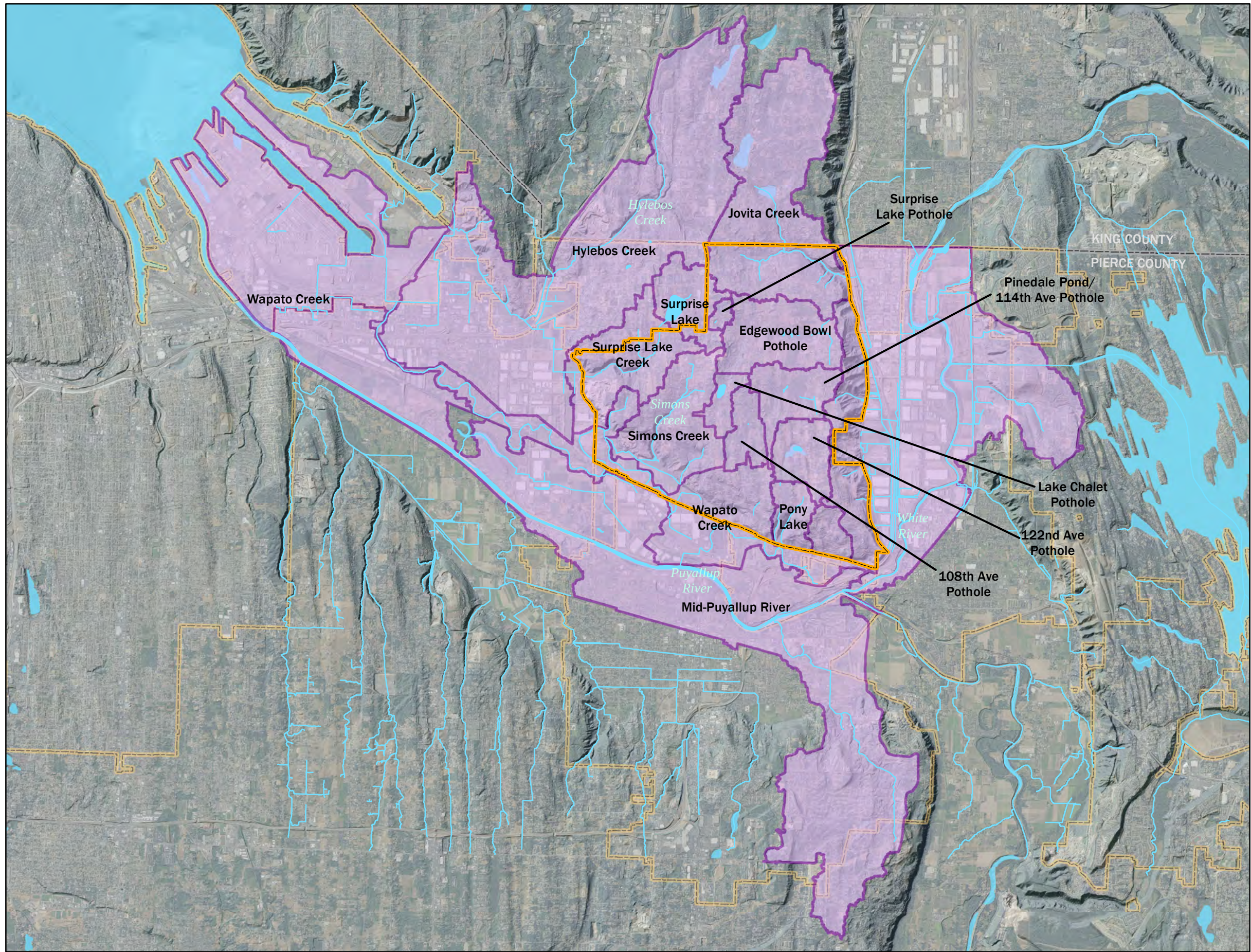


Figure 1.
Pierce County Basin Boundaries
 (Pierce County 2021a).

Legend

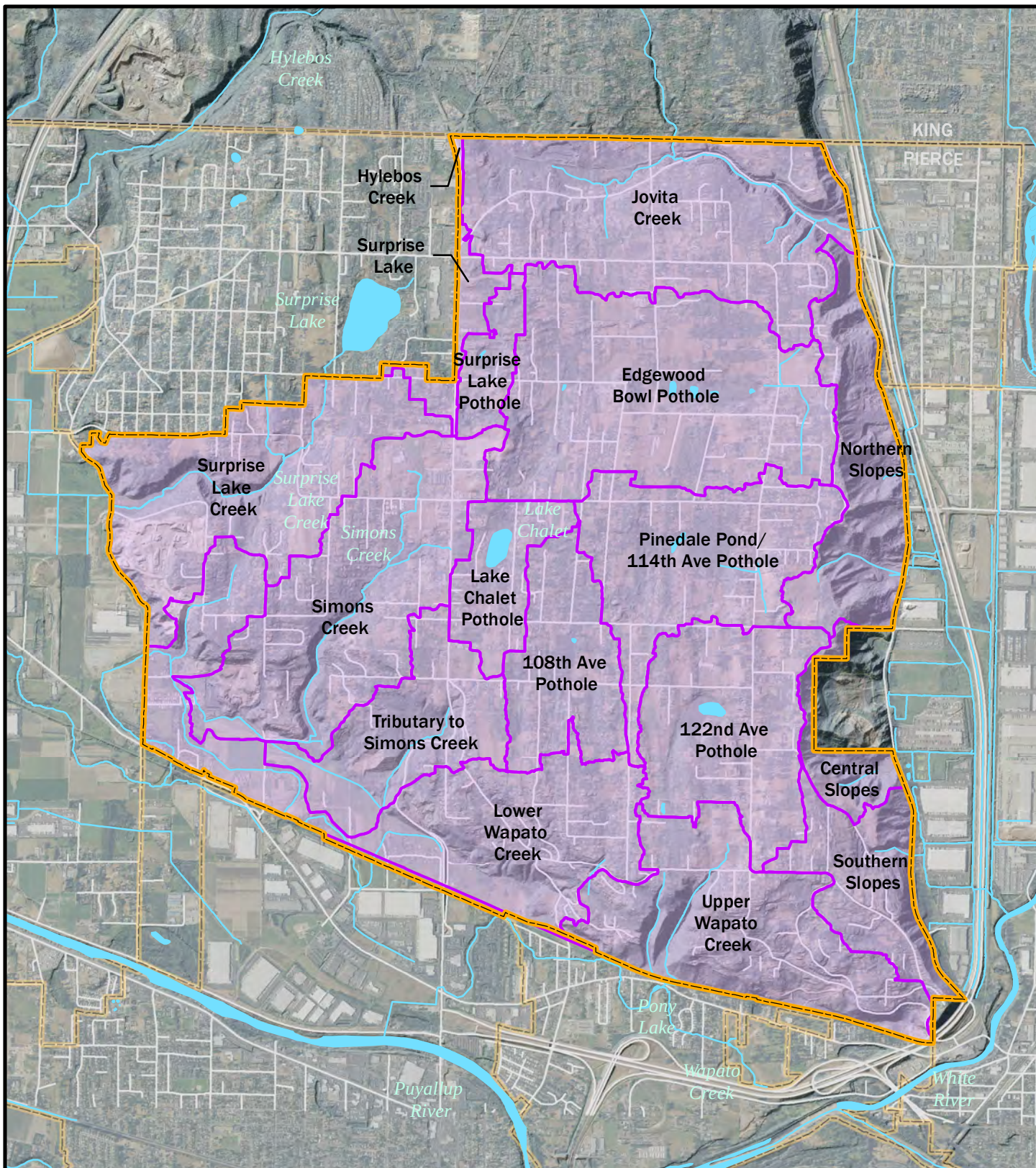
- Pierce County basins
- Edgewood city limits
- Waterbody
- City limits
- County boundary



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 Feet



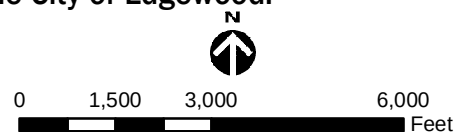
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Legend

- Edgewood City limits
- County boundary
- City limits
- Subbasin
- Waterbody
- Road

Figure 2.
Subbasin Boundaries
in the City of Edgewood.



USDA, Aerial (2015)

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CONDITION ASSESSMENT

The goal of this step in the analysis was to develop a high-level screening of the City's basins to provide a simple comparison of the existing condition of each water resource and the beneficial uses they support. Information and attributes were scored to allow a quantitative comparison of the basins.

Methods

The first step of this analysis was to develop a fairly extensive list of possible metrics that might be used to evaluate the basins. While a wide variety of potential metrics were initially considered, many were eliminated early in the process due to issues such as suspected auto-correlation, difficulties in developing a defensible method for calculating the metric, and poor representation or differentiation across basins. The metrics that were retained were placed into one of two categories: water resource condition and beneficial use support.

The metrics selected to represent water resource condition were:

- Listed surface water quality impairments
- Known groundwater impairments
- Listed flow impairments (low flow)
- Existing fish passage barriers
- Flooding hazards

There were two shortcomings with the use of the impaired waters list that are worth noting. The first was that almost all of the listings were due to elevated bacteria or low dissolved oxygen. While stormwater is an important pathway for bacteria, bacteria problems are not typically addressed at a catch basin scale and are not typically the focus of stormwater treatment and control efforts. Similarly, dissolved oxygen is not generally impacted by stormwater. Second, many of the basins that are important to the City do not have any water quality data; therefore, it was unknown whether bacteria or dissolved oxygen or other pollutants are a problem in these basins, which biased the assessment. To somewhat account for these shortcomings, only impairments for toxins, nutrients, or flow were included in the assessment, since these can be related to stormwater impacts. These are also the parameters recommended in the SMAP guidance.

The metrics selected to represent beneficial use were:

- Impact of stormwater on water quality
- Potential impact of stormwater on drinking water
- Contribution of stormwater to stream hydrologic change and habitat quality
- Contribution of stormwater to human risk (e.g., home or roadway flooding)

Table 2 provides a list of these metrics, the data or information sources used to develop them, and notations on scoring and weighting.

Table 2. Metrics Used to Complete the Condition Assessment Step of the Basin Inventory.			
Metric	Data Source	Scoring Method	Weighting
Water Resource Condition			
Listed Water Quality Impairments	303(d) list (Ecology 2021)	Basins were scored based on certain listed water quality impairments in the basin or in the receiving water downstream of the basin: Score of 0: No listings Score of 1: Category 5 listing for toxins or nutrients	Assigned weight = 2 Maximum importance
Known Groundwater Impairments (Quality/Quantity)	City of Edgewood Staff	Score of 0 assigned to all basins (no known impairments)	Assigned weight = 1 Moderate importance
Flow Impairment (low flow)	303(d) list (Ecology 2021)	Basins were scored based on listed low flow impairments of downstream receiving waters: Score of 0: No listings Score of 1: Listings within city limits or downstream of city limits	Assigned weight = 2 Maximum importance
Existing Fish Passage Barriers	SalmonScape (WDFW 2021)	Basins were scored based on the number of mapped barriers within city limits: Score of 0: No barriers Score of 1: 1 to 2 barriers Score of 2: At least 3 barriers	Assigned weight = 1 Moderate importance
Flooding Hazard	City of Edgewood Staff	Basins were scored based on the relative impact of existing or potential roadway flooding (due to failed culverts, blocked ditches, or poor drainage): Score of 0: No significant flood hazards Score of 1: Possible flood hazards Score of 2: Existing known flood hazards	Assigned weight = 2 Maximum importance
Support of Beneficial Uses			
Impact of Stormwater on Water Quality: Septic Vulnerability	City of Edgewood Staff	Basins were assigned a score of 0 for minimal or no known septic vulnerability and assigned a score of 1 for known septic vulnerability. Pothole basins were all assigned a score of 1 due to flooding frequency within potholes.	Assigned weight = 1 No importance (this metric is captured by the "Impact of Stormwater on Water Quality" metric)
Potential Impact of Stormwater on Drinking Water	2017 CSWMP (Herrera 2017)	Basins were assigned a score of 1 if they were within mapped wellhead protection areas (WHPAs) and a score of 0 if they were outside WHPAs.	Assigned weight = 1 Moderate importance

Table 2 (continued). Metrics Used to Complete the Condition Assessment Step of the Basin Inventory.			
Metric	Data Source	Scoring Method	Weighting
Support of Beneficial Uses (continued)			
Contribution of Stormwater to Stream Hydrologic Change and Habitat Quality	SalmonScape (WDFW 2021) (TIA source)	Basins discharging to streams were assigned a score of 0 to 2 based on a combination of total impervious area percentage using the same range as used for the Percent Total Impervious Area metric (refer to Table 4) and salmon presence in receiving waters. Basins discharging to hydrologically isolated areas (i.e., the potholes) were assigned a score of 0.	Assigned weight = 2 Maximum importance
Contribution of Stormwater to Human Risks (e.g., home or roadway flooding)	City of Edgewood Staff	Basins were assigned a score based on significance of flood impacts to roadways and homes: Score of 0: No significant infrastructure impacts Score of 1: Moderate or potential roadway flooding only Score of 2: Flooding of homes or significant roadway flooding	Assigned weight = 2 Maximum importance

WDFW = Washington Department of Fish and Wildlife

Results

Table 3 provides the Condition Assessment scores for each basin along with the key rationale for the scoring and where it ranked in the list of 17 basins. Note that a high score and low ranking indicates poor conditions due to significant impairments (high Water Resource Condition score) and/or significant impacts to beneficial uses (high Beneficial Uses score). Detailed results are provided in Appendix A.

Table 3. Condition Assessment Scores.

Basin	Score			Rank	Rationale
	Water Resource Condition	Beneficial Uses	Sum		
Jovita Creek	6	7	13	1	High score due to many fish passage barriers and significant flood hazards within the basin
Lower Wapato Creek	4	7	11	2	High score due downstream low flow impairment, moderate flood hazards within the basin, and high stormwater impact on stream habitat
Simons Creek	4	7	11	2	High score due to downstream low flow impairment, moderate flood hazards within the basin, and high stormwater impact on stream habitat
Surprise Lake Creek	6	5	11	2	High score due to high flood hazards within the basin
Edgewood Bowl Pothole	4	6	10	5	Moderate score due to significant flood hazard and septic vulnerability
Lake Chalet Pothole	4	6	10	5	Moderate score due to significant flood hazard and septic vulnerability
Pinedale Pond/ 114th Avenue Pothole	4	6	10	5	Moderate score due to significant flood hazard and septic vulnerability
108th Avenue Pothole	4	6	10	5	Moderate score due to significant flood hazard and septic vulnerability
Upper Wapato Creek	4	4	8	9	Moderate score due to downstream Category 5 listing for Mercury and moderate flood hazards within the basin
122nd Avenue Pothole	4	4	8	9	Moderate score due to moderate flood hazard and septic vulnerability
Surprise Lake Pothole	4	4	8	9	Moderate score due to moderate flood hazard and septic vulnerability
Hylebos Creek	2	5	7	12	Moderate score due to Category 5 listing for Copper and high stormwater impact on stream habitat
Tributary to Simons Creek	2	3	5	13	Low score due to lack of significant impairments or beneficial uses; there is a low flow impairment downstream
Surprise Lake	0	5	5	13	Low score due to lack of significant impairments
Southern Slopes	0	4	4	15	Low score due to lack of significant impairments
Central Slopes	1	0	1	16	Low score due to lack of significant impairments or impacts to beneficial uses
Northern Slopes	0	0	0	17	Low score due to lack of significant impairments or impacts to beneficial uses

The sum of the scores for both Condition Assessment and Beneficial Use ranged from 0 to 13 out of 20 possible points. Zero (0) represents a basin with no identified problems with condition and no impacts to beneficial uses (sometimes this is due to the lack of beneficial uses the system might support) and 20 represents a basin experiencing all identified problems and lowest support of existing beneficial uses. The basins were then given a number from 1 to 17 to cover all 17 basins; the basin with the worse condition (i.e., Jovita Creek) was ranked as number 1 and the basin with the best condition (i.e., Northern Slopes) was ranked 17. However, it was not the intent of this step of the inventory to select the most problematic basin but to use it to eliminate basins that would not be carried forward to the next step in the inventory process. The five basins that were ranked 13 or higher, indicating that there were few known problems with the condition of the basin and/or fewer beneficial uses being impacted by the basin conditions, were eliminated from the final step in the inventory. The five eliminated basins were Northern Slopes, Central Slopes, Southern Slopes, Surprise Lake, and Tributary to Simons Creek basins.

STORMWATER INFLUENCE

The intent of this step in the process was to evaluate the extent to which stormwater might be expected to be impacting water resource conditions and thereby indirectly provide an evaluation of the extent to which stormwater management actions might benefit a basin. While this assessment was completed for all of the City's basins (Appendix A), only the subset of highest ranked basins, selected in the previous step, is included in the analysis below.

Methods

The metrics defined for use in this step of the inventory were:

- Percent total impervious area
- Percent of basin within City control
- Road density
- Percent of riparian buffer that is impervious
- Portion of basin impacted by flooding
- Development pressure

Table 4 provides information on how these metrics were defined and the data sources used. Percent steep slopes and plans for regional facilities were also included as metrics in the inventory (Appendix A) because they provided important information that might be important to consider in prioritization, but they were not "weighed" in the ranking scheme.

Table 4. Metrics Used to Complete Stormwater Influence Step of the Basin Inventory.			
Metric	Data Source	Method	Weighting
Landscape Condition			
Percent Total Impervious Area	NLCD 2016 MRLC Consortium 2016	Percent Total Impervious Area was calculated using 2016 NRCL data, and intersecting with subbasin boundaries within city limits. Basin scores were based on the following percentages: Score of 0: <10 percent impervious area Score of 1: 10 percent to 20 percent impervious area Score of 2: >20 percent impervious area	Assigned weight = 1 Moderate importance
Percent of Basin within City Control	2017 CSWMP (Herrera 2017) 2021 Pierce County basin delineation (Pierce County 2021a)	The area of the basin within city limits (defined by the 2017 CSWMP) was divided by the total basin area. Refer to Table 1 for details. Basin scores were based on the following percentages: Score of 0: <25 percent within city limits Score of 1: 25 percent to 75 percent within city limits Score of 2: >75 percent within city limits	Assigned weight = 1 Moderate importance
Road Density	Road Layer (Pierce County 2021b)	Pierce County road line shapefile data was intersected by the 2017 CSWMP basin boundaries. The total length of road was calculated within each subbasin for the whole subbasin. Basin scores were based on total roadway length within city limits: Score of 0: <25th percentile of lengths Score of 1: 25th to 75th percentile of lengths Score of 2: >75th percentile of lengths	Assigned weight = 1 Moderate importance
Percent of Riparian Buffer that is Impervious	EMC 2021 WDNR Watercourses 2021 NLCD 2016 MRLC 2016 NWI (USFWS 2021)	Riparian Stream buffers were based on stream buffer standards defined by EMC Section 14.50 and a wetland buffer of 100 feet established by WDFW. The total impervious area was then calculated within these buffer widths and the overall percent impervious area within stream buffers and wetland buffers was calculated for each subbasin using the NRCL 2016 data and WDNR watercourses and stream types and NWI wetlands. Basin scores were based on the following percentages: Score of 0: <10 percent impervious area Score of 1: Between 10 percent and 20 percent impervious Score of 2: >20 percent impervious	Assigned weight = 1 Moderate importance

Table 4 (continued). Metrics Used to Complete Stormwater Influence Step of the Basin Inventory.			
Metric	Data Source	Method	Weighting
Landscape Condition (continued)			
Portion of Basin Impacted by Flooding	2017 CSWMP (Herrera 2017)	The 2017 CSWMP identified flood hazard areas, FEMA floodway, City-identified floodway, and FEMA 100-year floodplain within city limits. The maximum percentage of these four flood area designations was used to score the basins: Score of 0: <5 percent flood area Score of 1: Between 5 percent and 20 percent flood area Score of 2: >20 percent flood area	Assigned weight = 1 Moderate importance
Future Development			
Development Pressure	City of Edgewood Staff	Relative development pressure within each basin was provided by City staff. Scores are based on the following categories: Score of 0: Minimal pressure Score of 1: Moderate pressure Score of 2: High pressure	Assigned weight = 1 Moderate importance

EMC = Edgewood Municipal Code

MRLC = Multi-Resolution Land Characteristics consortium

NLCD = National Land Cover Database

NWI = National Wetland Inventory

USFWS = US Fish and Wildlife Service

WDNR = Washington Department of Natural Resources

Results

Table 5 provides a summary of the Stormwater Influence scoring results. The four basins that received the highest scores for potential stormwater influence were Simons Creek, Surprise Lake Creek, Lower Wapato Creek and Edgewood Pothole. Upper Wapato Creek and Hylebos Creek were the two basins that had low scores for potential stormwater influence. Because of these low stormwater influence scores, these basins will not be included in the next step of basin prioritization.

Table 5. Stormwater Influence Scores.			
Basin	Score	Rank	Rationale
Simons Creek	9	1	High score due to high percent impervious area within the basin, high road density, high development pressure, and high percentage of City control
Surprise Lake Creek	8	2	High score due to high road density, high flood impact percentage, and high development pressure
Lower Wapato Creek	8	2	High score due to high percent impervious area within the basin and within the riparian buffer, high road density, and high flood impact percentage
Edgewood Bowl Pothole	7	4	High score due to high percentage of City control, high percent impervious area within the basin, and high road density
Lake Chalet Pothole	7	4	High score due to high percentage of City control, high percent impervious area within the basin, and moderate development pressure
Pinedale Pond/114th Avenue Pothole	6	7	Moderate score due to high percentage of City control and high percent impervious area within the basin
Jovita Creek	5	8	Moderate score due to high road density and moderate condition in most other metrics
108th Avenue Pothole	5	8	Moderate score due to high percentage of City control and high percent impervious area within the basin
122nd Avenue Pothole	4	11	Moderate score due to high percentage of City control
Surprise Lake Pothole	4	11	Moderate score due to high percentage of City control
Upper Wapato Creek	3	14	Low score due to lack of stormwater influence
Hylebos Creek	3	14	Low score due to lack of stormwater influence

SUMMARY DESCRIPTIONS OF BASINS RETAINED FOR PRIORITIZATION

Summary descriptions of the basins retained for prioritization, including a summary of the key factors that influenced their scoring, are provided below. Basins are organized by receiving water following the order used in Table 1.

Jovita Creek Basin

Jovita Creek

The drainage basin for Jovita Creek is approximately 3.1 square miles, the majority of which extends north of Edgewood into King County; approximately 0.97 square mile (31 percent) of the drainage basin lies within the northeast section of the city. There are two main tributaries to Jovita Creek. The southern tributary is located north of Edgewood, east of Meridian Avenue. The headwaters area consists of a large emergent wetland (Kato & Warren 1997). The other tributary flows from Trout Lake in King County and is an important source of base flow to the stream. Within the city, the main stem of Jovita Creek flows in a steep-sided canyon. At the mouth of the canyon, the stream flows adjacent to Jovita Creek Boulevard before its confluence with the White River. The adjacent hill slopes in the canyon are subject to frequent slides caused by runoff from the plateau above, tree falls, unstable slopes, and high flows in the creek. Jovita Boulevard East has been washed out on several occasions due to flooding and sediment discharge from Jovita Creek. There is a planned regional facility in this basin that should be considered in the final basin prioritization process.

Jovita Creek is included in the Puyallup River total maximum daily load (TMDL) to address bacteria exceedances; there are no other impaired water listings in the basin. Jovita Creek Boulevard is directly adjacent to the stream and may be contributing to stream impairments.

The following summarize the key factors that influenced the scoring for this basin:

- Condition Assessment: High Score (Poor Condition)
 - Water Resource Condition: High (Poor), due to existing fish passage barriers and roadway flooding
 - Beneficial Use Support: High (Poor), due to flooding of a significant roadway and roadway runoff
- Stormwater Influence: Moderate Score (Fair Condition), due to high road density but moderate scores in most other metrics, including moderate development pressure relative to other basins

Wapato Basin

Simons Creek

The drainage basin for Simons Creek is approximately 0.83 square mile and is located entirely within city limits. This stream is formed in a steep ravine in the southern portion of Edgewood. After leaving the ravine, Simons Creek flattens out into a wetland and then flows approximately

1 mile before entering Wapato Creek within the Lower Wapato Creek basin. Although the headwaters are near Lake Chalet, there is currently no direct hydrologic connection between the stream and the Lake Chalet Pothole.

No homes or roads on the plateau are threatened by the stream, but residents on the valley floor experience frequent high-sediment flows out of the ravine that is located just upstream of the mouth of the stream. The residential and commercial areas along Meridian Avenue comprise most of the impervious area in the basin.

The following summarize the key factors that influenced the scoring for this basin:

- Condition Assessment: High score (Poor Condition)
 - Water Resource Condition: Moderate (Fair), due to existing low flow impairment and potential roadway flooding concerns
 - Beneficial Use Support: High (Poor), because of contribution of stormwater to stream hydrologic change and habitat quality
- Stormwater Influence: High Score (Poor Condition), due to high impervious area percentage, high road density, and high development pressure relative to other basins

Lower Wapato Creek

The drainage basin for Lower Wapato Creek is approximately 6.4 square miles with only the upstream 0.90 square mile (14 percent) located within city limits. This basin conveys runoff from the south-central area of the city to Wapato Creek. The Simons Creek and Tributary to Simons Creek basins to the west also discharge to Wapato Creek. Together, these basins discharging to Wapato Creek represent 26 percent of the city. Similar to the other basins in Edgewood, the Lower Wapato Creek basin includes an upland region located on the plateau area that is connected to the valley by steep slopes. The sloped area is mostly undeveloped and covered by vegetation, with low potential for future development. The most developed portion of the basin is downstream in the flat valley near the Edgewood city limits. Erosion and sedimentation are concerns in this basin due to the deep ravines on the steep slopes; these concerns may be exacerbated by increased development on the upstream, plateau portion of the basin. Wapato Creek has listed impairments for bacteria and dissolved oxygen, but has no toxin or nutrient based listings. There is a low instream flow listing that impacts habitat conditions. There is a known wastewater discharge to the upper portion of the stream, just below the confluence with Simons Creek. Although the majority of the basin is outside of city limits, the upstream portion is within City control, which should be considered in the prioritization phase.

The following summarize the key factors that influenced the scoring for this basin:

- Condition Assessment: High Score (Poor Condition)
 - Water Resource Condition: Moderate (Fair), due to existing low flow impairment and potential flood hazards due to steep slopes
 - Beneficial Use Support: High (Poor), due to the contribution of stormwater to stream hydrologic change and habitat quality due to high impervious area percentage and salmon presence in receiving waters
- Stormwater Influence: High Score (Poor Condition), due to high percentage of impervious area within the basin and within its riparian buffers as well as high road density and high percentage of the basin impacted by flooding

Hylebos Basin

Surprise Lake Creek

The drainage basin for Surprise Lake Creek is approximately 1.2 square miles of which 0.74 square mile (61 percent) is within city limits. Surprise Lake Creek is fed by Surprise Lake on the upland plateau and conveys flow through a narrow, steep corridor outside of the city, where it eventually discharges to Hylebos Creek. Except for the commercial area along Meridian Avenue East, most of the subbasin areas within Edgewood are lightly developed compared to the portion of the basin outside of city limits. The segment of Surprise Lake Creek within city limits is included in Washington State's 303(d) list due to mercury exceedances. The Washington State Department of Transportation (WSDOT) is planning stream restoration and wetland enhancement activities in this basin as mitigation for the new State Route (SR) 167 corridor project impacts. These activities will result in increased stream flow capacity and provide the City of Edgewood with the capacity to discharge up to 20 cfs of peak stormwater flow to the system in the future. This will be taken into consideration in the prioritization phase.

The following summarize the key factors that influenced the scoring for this basin:

- Condition Assessment: High Score (Poor Condition)
 - Water Resource Condition: High (Poor), due to mercury listing and existing flood hazards
 - Beneficial Use Support: Moderate (Fair), due to moderate contribution of stormwater to stream hydrologic change, habitat quality, and human risks
- Stormwater Influence: High Score (Poor Condition), due to high road density, high percentage of the basin impacted by flooding, and high development pressure

Pothole Basins

Edgewood Bowl Pothole

The largest of the City's pothole basins is locally referred to as the Edgewood Bowl. It lies in the northeast section of the city. The drainage basin is approximately 1.02 square miles and is entirely within city limits. There is standing water in the bottom of the pothole for most, if not all, of the year. Infiltration is limited in this pothole by the underlying compacted soil layers. During years of high precipitation, waters in the individual low areas rise and form one large area of standing water. During large precipitation events, there is extensive flooding from the pothole resulting in closures of roads and driveways for months at a time. Although development pressure is low for this basin, the existing flooding problems will be important to consider during the prioritization process.

The following summarize the key factors that influenced the scoring for this basin:

- Condition Assessment: Moderate Score (Fair Condition)
 - Water Resource Condition: Moderate (Fair). Water quality is unknown, but it is assumed that during flooding events the inundation of septic systems, roadways, and properties results in pollutant discharge.
 - Beneficial Use Support: High (Poor). Although there is no salmon habitat impacted, human beneficial use support was rated high due to human risks caused by home and roadway flooding.
- Stormwater Influence: High Score (Poor Condition) due to high impervious area and road density and a high percentage of City control over the basin and a high percentage of the basin impacted by flooding

Lake Chalet Pothole

The Lake Chalet Pothole basin is located in a depression in west-central Edgewood. Fed by stormwater runoff, it retains water year-round. The basin falls entirely within city limits and has an area of 0.21 square mile. During years of high precipitation, it frequently floods the adjacent low-lying areas. In 1997, a major flood year when flood extents were estimated, the maximum flooded area was 13 acres (Kato & Warren 1997). A culvert south of the lake carries water between the lake and an adjacent depression, but there is no outlet control. Development pressure in the basin is considered to be moderate due to the mixed-use zoning in a portion of the basin and due to three development projects currently being proposed in the basin.

The following summarize the key factors that influenced the scoring for this basin:

- Condition Assessment: Moderate Score (Fair Condition)
 - Water Resource Condition: Moderate (Fair). Water quality is unknown, but it is assumed that during flooding events the inundation of septic systems, roadways, and properties results in pollutant discharge.
 - Beneficial Use Support: High (Poor). Although there is no salmon habitat impacted, human beneficial use support was rated high due to human risks caused by home and roadway flooding.
- Stormwater Influence: High Score (Poor Condition), due to high impervious area, high road density, a high percentage of City control over the basin and high percentage of the basin impacted by flooding, and moderate development pressure

Pinedale Pond/114th Avenue Pothole

This pothole lies immediately south of the main Edgewood Bowl Pothole. The Pinedale Pond/114th Avenue Pothole basin falls entirely within city limits and has an area of 0.60 square mile. It is hydrologically separated from the larger pothole by a minor east-west-running ridge in the vicinity of 24th Street East. The southern border is generally 32nd Street East with a short extension to 36th Street East. It exhibits the same characteristics and performance as the Edgewood Bowl Pothole. In 1997, the maximum flooded area for this pothole was approximately 48 acres (Kato & Warren 1997).

The overall rating for this basin was Moderate (Fair). The following summarize the key factors that influenced the scoring for this basin:

- Condition Assessment: Moderate Score (Fair Condition)
 - Water Resource Condition: Moderate (Fair). Water quality is unknown, but it is assumed that during flooding events the inundation of septic systems, roadways, and properties results in pollutant discharge.
 - Beneficial Use Support: High (Poor). Although there is no salmon habitat impacted, human beneficial use support was rated high due to human risks caused by home and roadway flooding.
- Stormwater Influence: Moderate Score (Fair Condition), due to high impervious area, high road density, and a high percentage of City control over the basin and high percentage of the basin impacted by flooding, but low development pressure

108th Avenue Pothole

This pothole lies between the 122nd Avenue, Lake Chalet, and Pinedale Pond/114th Avenue Potholes. The 108th Avenue Pothole basin falls entirely within city limits and has an area of 0.35 square mile. A small area of this pothole remains wet year-round. The stormwater runoff from the flat surrounding topography leads to large inundated areas: in 1997, the maximum flooded area was 30 acres (Kato & Warren 1997).

The overall rating for this basin was Moderate (Fair). The following summarize the key factors that influenced the scoring for this basin:

- Condition Assessment: Moderate Score (Fair Condition)
 - Water Resource Condition: Moderate (Fair). Water quality is unknown, but it is assumed that during flooding events the inundation of septic systems, roadways, and properties results in pollutant discharge.
 - Beneficial Use Support: High (Poor). Although there is no salmon habitat impacted, human beneficial use support was rated high due to human risks caused by home and roadway flooding.
- Stormwater Influence: Moderate Score (Fair Condition), due to high impervious area, high road density, and a high percentage of City control over the basin and moderate percentage of the basin impacted by flooding, but low development pressure

122nd Avenue Pothole

This pothole lies southeast of the between the 108th Avenue and Pinedale Pond/114th Avenue Potholes and is adjacent to the steep slopes on the eastern and southern edges of the city. The 122nd Avenue Pothole basin falls entirely within city limits and has an area of 0.54 square mile. It has wetland plants and areas of year-round standing water, and its only avenues of drainage are limited infiltration and evaporation. In 1997, the maximum flooded area was 23 acres (Kato & Warren 1997).

The overall rating for this basin was Moderate (Fair). The following summarize the key factors that influenced the scoring for this basin:

- Condition Assessment: Moderate Score (Fair Condition)
 - Water Resource Condition: Moderate (Fair). Water quality is unknown, but it is assumed that during flooding events the inundation of septic systems, roadways, and properties results in pollutant discharge.
 - Beneficial Use Support: High (Poor). Although there is no salmon habitat impacted, human beneficial use support was rated high due to human risks caused by home and roadway flooding.
- Stormwater Influence: Moderate Score (Fair Condition), due to moderate impervious area and road density, but a high percentage of City control over the basin and moderate percentage of the basin impacted by flooding, with low development pressure

Surprise Lake Pothole

The Surprise Lake Pothole is the smallest of the Edgewood potholes and is located west of the Edgewood Bowl Pothole near Meridian Avenue and 16th Street East. The basin falls entirely within city limits and has an area of 0.12 square mile, which is the smallest total basin area of all basins evaluated. There is no standing water in this basin under dry weather conditions. Localized flooding can occur during heavy rainfall periods. The maximum flooded area in 1997 was 4 acres.

The overall rating for this basin was Moderate (Fair). The following summarize the key factors that influenced the scoring for this basin:

- Condition Assessment: Moderate Score (Fair Condition)
 - Water Resource Condition: Moderate (Fair). Water quality is unknown, but it is assumed that during flooding events the inundation of septic systems, roadways, and properties results in pollutant discharge.
 - Beneficial Use Support-High (Poor). Although there is no salmon habitat impacted, human beneficial use support was rated high due to human risks caused by home and roadway flooding.
- Stormwater Influence: Moderate Score (Fair Condition), due to moderate impervious area and road density, but a high percentage of City control over the basin and moderate percentage of the basin impacted by flooding, with low development pressure

SUMMARY

Due to the size of the city and the size of some of the hydrologically isolated pothole basins that are important to the City, it was more practical to create a basin inventory that is generally at a smaller scale than recommended in Ecology's SMAP guidance. In total, 17 basins were delineated within Edgewood that ranged in size from approximately 0.1 to 10 square miles. The size range for the portion of the basins within the city limits was approximately 0.1 to 1 square mile; this is the approximate size range the SMAP guidance recommends for final basin prioritization.

Table 6 shows the results of the inventory process. In the first part of the inventory process, the Condition Assessment, all 17 basins in the city were assessed. Based on the Condition Assessment, five basins were eliminated from further assessment, because there were few known problems with the condition of the basin and/or few beneficial uses being impacted by the basin conditions. This resulted in 12 basins being carried forward to the Stormwater Influence assessment step. During the Stormwater Influence assessment step, 2 of the 12 basins were removed because of their low scores for stormwater influence. The remaining 10 basins that will be carried forward to the final Prioritization step include all 6 pothole basins and 4 stream basins. During prioritization, these basins will be further evaluated. This will involve

looking more closely at planned activities and expected changes in pollutant loads or flows, opportunities, appropriate management goals (e.g., protection or restoration), and other information to support an informed decision.

Table 6. Result of Inventory Process.	
Basin	Result
Jovita Creek	Retained for Prioritization
Simons Creek	
Lower Wapato Creek	
Surprise Lake Creek	
Edgewood Bowl Pothole	
Lake Chalet Pothole	
Pinedale Pond/114th Avenue Pothole	
108th Avenue Pothole	
122nd Avenue Pothole	
Surprise Lake Pothole	
Tributary to Simons Creek	Eliminated due to low condition assessment score
Surprise Lake	
Northern Slopes	
Central Slopes	
Southern Slopes	
Hylebos Creek	Eliminated due to low stormwater influence score
Upper Wapato Creek	

REFERENCES

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APPENDIX A

Detailed Scoring Matrix

Appendix A
City of Edgewood Basin Inventory
Detailed Scoring Matrix

Basins			WEIGHT	North Slopes	Central Slopes	Southern Slopes	Jovita Creek	Upper Wapato Creek	Lower Wapato Creek	Simons Creek	Tributary to Simons Creek	Surprise Lake Creek	Surprise Lake	Hylebos Creek	Edgewood Bowl Pothole	Lake Chalet Pothole	Pinedale Pond / 114th Avenue Pothole	108th Ave Pothole	122nd Ave Pothole	Surprise Lake Pothole
Condition Assessment	Water Resource Condition	Listed Water Quality Impairments	2	0	0	0	0	1	0	0	0	1	0	1	0	0	0	0	0	0
		Known Groundwater Impairments (Quality/Quantity)	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Flow Impairment (low flow)	2	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0
		Existing Fish Passage Barriers	1	0	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
		Flooding Hazard	2	0	0	0	2	1	1	1	0	2	0	0	2	2	2	2	2	2
	Support of Beneficial Uses	Impact of Stormwater on Water Quality	0	1	1	1	1	1	1	1	1	0	0	2	1	1	1	1	1	1
		Impact of Stormwater on Water Quality: Septic Vulnerability	1	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1
		Potential Impact of Stormwater on Drinking Water	1	0	0	0	1	0	1	1	1	1	1	1	1	1	1	1	1	1
		Contribution of Stormwater to Stream Hydrologic Change and Habitat Quality	2	0	0	2	1	1	2	2	1	1	2	2	0	0	0	0	0	0
		Contribution of Stormwater to Human Risks (e.g., home or roadway flooding)	2	0	0	0	2	1	1	1	0	1	0	0	2	2	2	2	1	1
Stormwater Influence	Landscape Condition	Percent Total Impervious Area	1	0	0	2	1	1	2	2	1	1	2	2	2	2	2	2	1	2
		Percent of Basin within City Control	1	1	1	1	1	0	1	2	2	1	0	0	2	2	2	2	2	2
		Road Density	1	0	0	1	2	1	2	2	1	2	1	0	2	1	1	1	1	0
		Percent of Riparian Buffer that is Impervious	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0
		Portion of Basin Impacted by Flooding	1	0	0	0	0	0	1	0	1	2	0	0	1	1	1	0	0	0
	Future Development	Development Pressure	1	0	0	0	1	1	1	2	2	2	2	1	0	1	0	0	0	0



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – 24th & Meridian Sidewalks – Change Order #7	Agenda Item #: 2.F
	For Agenda of: 10/5/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. Change Order No. 7	
Approval of Materials: Jeremy Metzler Rachel Pitzel 9/30/2021 Dave Gray 9/30/2021 Daryl Eiding 9/30/2021	Expenditure Required: \$897,929.25 Amount Budgeted: \$835,133.06 Timeline: 10/05/2021 SS 10/12/2021 RCM

Summary Statement:

Construction for this grant-funded sidewalk project is currently underway. Per the contract amendment authorized under Resolution 21-0555, *"If the total Contract Amount proposed under a Change Order exceeds 120% of the Contract Amount..., the Change Order shall be reviewed and approved by the City Council prior to execution."* The attached change order exceeds this amount and is for required additional work performed by the contractor, detailed as follows: overhead-to-underground utility conversion work and coordination, and increased roadway pavement limits.

Item History:

02/02/2021 SS
 02/09/2021 RCM
 03/16/2021 SS
 03/23/2021 RCM
 06/01/2021 SS
 06/08/2021 RCM
 07/20/2021 SS
 07/27/2021 RCM

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – 24th & Meridian Sidewalks – Change Order #7

Fiscal Note/Consideration:

The original Contract Amount is \$621,356.25. The maximum allowed through Change Orders under Resolution 21-0555 is \$745,627.50, and Council authorized Change Order 6 on July 27, 2021 for a total amount of

\$835,133.06 (see Amount Budgeted, above). The new total proposed by these Change Orders is \$897,929.25 (see Expenditure Required, above). For reference, the bids received for this project range from the Contract Amount of \$621,356.25 to a high bid of \$953,895.81.

CHANGE ORDER

Project Title 24th and Meridian Sidewalk Gaps Project
Owner City of Edgewood **Contractor Name** Reed Trucking & Excavating, Inc.
Change Order No. 7 **Contractor Address** 2207 Inter Avenue, Suite A
Puyallup, WA 98372
Change Order Date September 29, 2021
G&O No. 18626.13

The following changes are hereby made to the Contract Documents:

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

ITEM 1: Utility Pole Pit Excavation

Excavate pits at utility poles to install riser sweeps to connect overhead lines to the new utility undergrounding conduits.

The lump sum cost for this work is:\$6,660.00

Justification: The revised work is a request from Puget Sound Energy to complete the utility underground connections.

Working Days: 1 working day is added to the Substantial and Physical Completion Contract Times.

ITEM 2: Pothole Utilities and Extra Field Surveying

Pothole existing utilities to resolve conflicts with proposed storm sewer system and field survey the utilities depth and location.

The lump sum cost for this work is:\$10,419.69

Justification: The additional work is at the request of the contracting agency.

Working Days: No working days are added to the Substantial and Physical Completion Contract Times.

ITEM 3: Roadway Overlay

Extend the limits of planing and HMA overlay on 24th Street East to include the south half of the street from Northwood Elementary School entrance to approximately 560 linear feet to the east.

The following payment item is added to the Contract:

No.	Description	Quantity	Unit Price	Total
66	Additional Traffic Control for Overlay	1 LS	\$4,750.00	\$4,750.00

The following payment items are revised:

No.	Description	Current Contract Quantity	Unit Contract Price	New Contract Quantity	Quantity Revision	Contract Price Revision
16	HMA Cl. 1/2" PG 58H-22	280 TN	\$150.00	530 TN	250 TN	\$37,500.00
45	4-Inch White Plastic Line	611 LF	\$4.00	1,170 LF	559 LF	\$2,236.00
57	4-Inch Yellow Plastic Line	446 LF	\$5.75	660 LF	214 LF	\$1,230.50

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

The estimated cost for this work is:\$45,716.50

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

Working Days: No working days are added to the Substantial and Physical Completion Contract Times.

CHANGE TO CONTRACT PRICE

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

Current Contract Amount, as adjusted by previous change orders:\$837,808.06

The Contract Amount due to this Change Order will be increased by:.....\$62,796.19

The new Contract Amount (without tax) due to this Change Order will be:.....\$900,604.25

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 1 working day, for a total of 125 working days.

The Physical Completion Contract Time will be increased by 1 working day, for a total of 185 working days.

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

GRAY & OSBORNE, INC.
(RECOMMENDED)

Date

9-30-2021

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

Date

9-30-2021

CITY OF EDGEWOOD
(ACCEPTED)

Date



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – DD21 Maintenance Contract Change Order	Agenda Item #: 2.G
	For Agenda of: 10/5/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. EXECUTED Purchased Service Agreement 2. SNP Change Order request	
Approval of Materials: Jeremy Metzler Rachel Pitzel 9/30/2021 Dave Gray 9/30/2021 Daryl Eidinger 9/30/2021	Expenditure Required: \$15,000 Amount Budgeted: up to \$60,000 Timeline: 10/05/2021 SS 10/12/2021 RCM

Summary Statement:

In order to have annual maintenance performed on existing drainage facilities in the former Drainage District #21 service area, staff issued a notice to eligible contractors using the Small Works Roster on March 18, 2021. A total of three bids were received by the April 12, 2021 deadline, ranging from \$11,340 to \$68,888 per year. After much discussion and coordination, the contract was awarded to the apparent low bidder, Sound Native Plants (SNP), on April 29, 2021 in the amount of \$11,340 plus tax for a term of one year (see attached). This contract was not brought to Council for action as it was below the \$15,000 spending threshold.

Soon after beginning work, the contractor encountered unexpected conditions and work took significantly longer than anticipated. As the end of the maintenance season approached, it became apparent to staff that additional assistance was needed to adequately maintain the channels so nearby properties would not be adversely impacted during the rainy season. Staff reached out to the second lowest bidder, Duris Enterprises, LLC (Duris), and they agreed to assist for a total of \$12,500. Work performed by both contractors is now complete for this season, all to staff's satisfaction and in accordance with the original scope of work.

In consideration of the unexpected conditions and recognition of satisfactorily completing the task, SNP has submitted the attached Change Order Request for the City's consideration. The Mayor met with SNP on September 28, 2021 to review the request, and has subsequently agreed to ask Council to consider an additional payment of \$15,000. This would require an amendment to the executed contract, and staff is prepared to present said contract amendment and resolution for consideration at the next regular council meeting.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution – DD21 Maintenance Contract Change Order

Fiscal Note/Consideration:

If authorized, the amended contract for SNP would include a total compensation of \$28,974 (inclusive of all applicable tax). Adding the \$12,500 to Duris, the total 2021 DD21 maintenance cost comes to \$41,474. For reference, the second-lowest bid received in April was \$49,500.

**CITY OF EDGEWOOD
VEGETATION MANAGEMENT SERVICES AGREEMENT**

THIS Agreement is made effective as of the 29th day of April, 2021, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the "CITY")
2224 - 104th Avenue E.
Edgewood, Washington 98372

Contact: Jeremy Metzler
Phone: 253-952-3299

and a corporation, organized under the laws of the State of Washington, doing business as:

SOUND NATIVE PLANTS, INC. (hereinafter the "CONTRACTOR")
3914 11TH Ave NW
Olympia, WA 98502-2518

Contact: Ben Alexander
Phone: 360-352-4122

for vegetation management services in connection with the following Project:

Vegetation Maintenance Services – Drainage District #21 Service Area

TERMS AND CONDITIONS

1. Services by Contractor.

A. Contractor shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Contractor shall not exceed the Scope of Work without prior written authorization from the City. Further, Contractor will commence work on the date specified by the City and shall complete said work within the time frame provided by the City

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

C. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the services as required. Contractor shall furnish all materials and equipment necessary to complete the services, except for any materials expressly agreed in writing to be provided by the City. Contractor shall further comply with all requirements contained in the Hydraulic Project Approval (HPA) issued by the Washington State Department of Fish and Wildlife, which is incorporated herein by reference and attached to Exhibit "A."

D. Contractor shall not work on weekends. On Mondays through Fridays, Contractor shall not start work before 8:00 AM and shall not work after 6:00 PM.

2. **Schedule of Work.** Contractor shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A."

3. **Terms.** This Agreement shall commence on June 1, 2021 and shall terminate on September 30, 2021, unless extended or terminated in writing as provided herein.

4. **Compensation.**

☒ LUMP SUM. Compensation for these services shall be a Lump Sum of \$12,462.66, which includes all applicable tax.

☐ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$____, including all applicable tax, without prior written authorization, and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."

☐ OTHER. _____

5. **Payment.**

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

B. If payment is not issued to the Contractor as prescribed, the City may be subject to applicable service charge(s) or interest fee(s) from the date due until paid.

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

D. On the effective date of this Agreement (or shortly thereafter), the Contractor shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Contractor's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Contractor under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

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

6. Prevailing Wages. Contractor shall file an Intent to Pay Prevailing Wages with the Washington State Department of Labor and Industries (“L&I”), shall pay its employees prevailing wages as established by L&I for all work under this Agreement for the duration thereof, and shall in all respects comply with the provisions of chapter 39.12 RCW in the performance of the work.

7. Discrimination and Compliance with Laws

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

B. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City’s general right inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor’s business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Contractor shall obtain, and maintain for the duration of this Agreement, a City of Edgewood business license prior to performing any work under of this Agreement.

D. Violation of this Paragraph 7 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

8. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-Contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or sub-Contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-Contractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-Contractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

9. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time for any reason.

B. Rights Upon Termination.

1. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City, and Contractor shall be entitled to just and equitable compensation for any satisfactory work completed

prior to the date of termination, not to exceed the total compensation set forth herein. 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 Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The 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.

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

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

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

Further, Contractor 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 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.

11. Ownership of Work Product.

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

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

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

13. Indemnification. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and Volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONTRACTOR'S EMPLOYEES DIRECTLY AGAINST THE CONTRACTOR. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OF TERMINATION OF THIS AGREEMENT.

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and 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 equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement 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 and Employer's Liability Insurance.

B. Minimum Amounts of Insurance

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 \$2,000,000 products-completed operations aggregate limit.
3. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity 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 Public Entity evidences limits of liability lower than those maintained by the Contractor.

C. Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

D. Acceptability of Insurers

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

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

F. Subcontractors' Insurance

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 and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

G. 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.

H. 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.

Revised 4/9/21

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

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

City of Edgewood
Jeremy Metzler, Public Works Director
2224 - 104th Avenue E.
Edgewood, WA 98372

Phone: 253-952-3299
Email: jeremy@cityofedgewood.org

Sound Native Plants, Inc.
Attn: Ben Alexander
3914 11TH Ave NW
Olympia, WA 98502-2518

Phone: 360-352-4122
Email: ben@soundnativeplants.com

17. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Contractor does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

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

18. General Provisions.

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

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

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or

unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

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

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

CITY OF EDGEWOOD, WASHINGTON

CONTRACTOR

By: _____

Daryl Eidinger
Mayor

By: _____

Ben Alexander
President

Date: _____

4/29/2021

Date: _____

4/27/2021

Attest:

By: _____

Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By: _____

Ann Marie J. Soto
City Attorney

Exhibit “A”
Scope of Work and Schedule

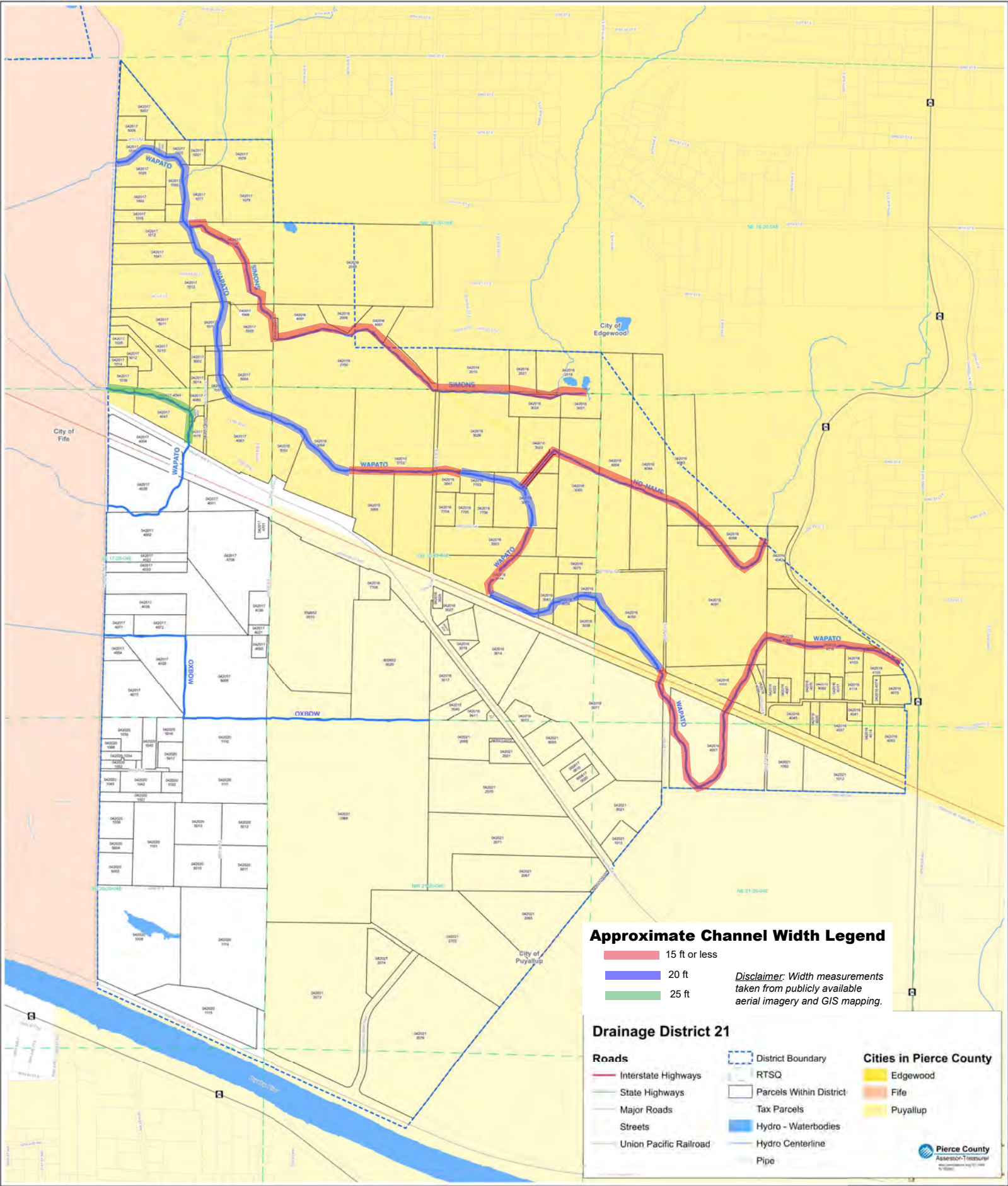
Contractor to furnish all labor, materials, and equipment necessary to perform annual maintenance of existing drainage facilities in the former Drainage District #21 service area, for a period of one (1) year, including but not limited to: removal of debris and reed canary grass, from bank to bank, to ensure unobstructed water flow. Removal of said debris and vegetation shall be accomplished using hand tools such as machetes, clippers, weed-whackers, chainsaws, or other similar hand-carried tools, and all spoils shall be placed at least 10 feet from either side of the channel to prevent water quality impacts. No mechanical removal or excavation will be allowed under this contract. All work must comply with the City’s Critical Areas Ordinance and conditions established by Hydraulic Project Approval (HPA) issued by the Washington State Department of Fish and Wildlife (attached).

All work performed under this contract shall occur between June 1 and September 30, 2021, unless otherwise modified by the HPA. The work area is depicted on the attached map, with approximate lengths and maintenance frequencies detailed as follows:

- Simon’s Creek (36th St E to end of 40th St E): 0.8 Miles, two times
- No-Name Creek (90th Ave E to ravine below Meridian): 0.6 Miles, one time
- Wapato Creek (Todd Road to Freeman): 1.7 Miles, two times
- Dechaux Ditch, aka Wapato (Todd Road to Meridian): 0.5 Miles, two times
- Lower Wapato Creek (Freeman to Valley): 1,000 Feet, two times

All work described herein is subject to prevailing wages.

Attachments: DD21 Map, HPA





HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: May 26, 2017
Project End Date: September 30, 2021

Permit Number: 2017-6-209+01
FPA/Public Notice Number: N/A
Application ID: 10435

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Pierce County Drainage District 21 ATTENTION: Doug Skelly PO Box 1168 Milton, WA 98354	

Project Name: Pierce County Drainage District 21 Conveyance System Maintenance - 5 year permit

Project Description: Debris and reed canary grass will be removed when it inhibits the free-flow of drainage conveyance system surface water, which typically occurs when reed-canary grass fully envelops the drainage conveyance system thereby creating potential flooding of adjoining properties. The removal will be completed with hand tools.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: Work below the ordinary high water line must only occur between June 1 and September 30 of calendar years 2017 - 2021.
2. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "2017-04-28 JARPA Sketches", dated May 1, 2017, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
3. INVASIVE SPECIES CONTROL: Thoroughly clean all equipment and gear before arriving and leaving the job site to prevent the transport and introduction of aquatic invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. You can find additional information in the Washington Department of Fish and Wildlife's Invasive Species Management Protocols (November 2012), available online at <http://wdfw.wa.gov/publications/01490/wdfw01490.pdf>.

NOTIFICATION REQUIREMENTS

4. NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work at each location. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.
5. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

AQUATIC NOXIOUS WEED REMOVAL PROVISIONS

6. Work shall be limited to reed canary grass removal within the streambed.



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7. Removal is restricted to hand-pulling, using hand-held tools or equipment, or using equipment that is carried when used.
8. When hand-pulling aquatic noxious weeds, remove the entire plant when possible. Completely remove detached plants and plant parts from waters of the state so they will not reenter waters of the state.
9. Conduct work in a manner that minimizes the release of sediment and sediment-laden water from the job site.
10. Prevent contaminants from the project, such as petroleum products, hydraulic fluid, or any other toxic or harmful materials, from entering or leaching into waters of the state.
11. Work shall not be conducted in fish spawning areas. For the purpose of this Hydraulic Project Approval, spawning areas are defined as portions of the streambed with rounded gravel deposits.
12. Do not use contaminated equipment, which can spread plant parts. Thoroughly remove and properly dispose of all viable plants and plant parts from the equipment before using equipment in waters of the state.
13. This Hydraulic Project Approval does not authorize the removal of native riparian zone vegetation.

LARGE WOODY MATERIAL

14. Do not disturb large woody material embedded in a bank or bed except as approved by the Washington Department of Fish and Wildlife.
15. Non-embedded large woody material may be relocated downstream in the stream channel.
16. Do not drag non-embedded large woody material. Suspend large woody material during placement, repositioning, or removal so it does not damage the bed or banks. A yarding corridor or full suspension is required to protect riparian zone vegetation. Full suspension can be achieved with hand-operated or heavy equipment or aerial log yarding towers.
17. When repositioning or removing large woody material, minimize releasing bedload, logs, or debris downstream.
18. When repositioning or removing large woody material is approved, fill and smooth over any depressions created in the bed with material that has the same composition as native material.

DEMOBILIZATION AND CLEANUP

19. Upon completion of the noxious weed removal, the streambed shall contain no pits, potholes, or large depressions to avoid stranding fish.
20. Deposit all trash from the project at an appropriate upland disposal location.

LOCATION #1:	Site Name: Wapato from Freeman Rd to SR 161 PO Box 1168, Milton, WA 98354					
WORK START:	June 1, 2017			WORK END:	September 30, 2021	
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
10 - Puyallup - White		Wapato Creek			Port Industrial Waterway	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	17	20 N	04 E	47.215945	-122.309825	Pierce
<u>Location #1 Driving Directions</u>						



HYDRAULIC PROJECT APPROVAL

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Permit Number: 2017-6-209+01
FPA/Public Notice Number: N/A
Application ID: 10435

LOCATION #2: Site Name: Simons from Freeman Rd to SR 161 PO Box 1168, Milton, WA 98354						
WORK START: June 1, 2017			WORK END: September 30, 2021			
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
10 - Puyallup - White		Unnamed (rb)			Wapato Creek	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	17	20 N	04 E	47.215945	-122.309825	Pierce
<u>Location #2 Driving Directions</u>						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.



HYDRAULIC PROJECT APPROVAL

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FPA/Public Notice Number: N/A
Application ID: 10435

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. Minor modifications do not require you to pay additional application fees or be issued a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. Do not include payment with your request. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you paid an application fee for your original HPA you must pay an additional \$150 for the major modification. If you did not pay an application fee for the original HPA, no fee is required for a change to it. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, payment if the original application was subject to an application fee, and the requestor's signature. Send your written request and payment, if applicable, by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov, but must send a check or money order for payment by surface mail. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.



HYDRAULIC PROJECT APPROVAL

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FPA/Public Notice Number: N/A
Application ID: 10435

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee will conduct an informal hearing and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist elizabeth.bockstiegel@dfw.wa.gov
Elizabeth Bockstiegel 360-480-2908

for Director
WDFW

Jeremy Metzler
Public Works Director
Edgewood Public Works Dept
2224 104th Ave E
Edgewood, WA 98372

September 13, 2021

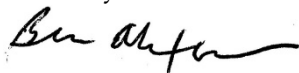
RE: Drainage maintenance change order request

We would like to request a change order to add \$25,560 plus sales tax to the compensation amount for our vegetation management services agreement with the city of Edgewood. The project required substantially longer to complete than planned, because the conditions we encountered in large portions of the drainages were significantly different from what we viewed at the time we furnished the quote. The areas we were shown at the start were not representative of the channels to be maintained. The majority of the channels are substantially deeper, have obstacles including barbed wire fence, fences, culverts and other barriers, and have much less room for maneuvering. Access points were not clearly identified. The map depicting the areas to be maintained included portions of the channel that were not part of the contract; however we were not notified of this until after the work had been done. For these reasons, we request a price adjustment.

Our quote was based on completing the work in 189 hours, billed at \$60.00 per hour (\$60 x 189 hrs = \$11,340.00 plus tax). The billing rate covers \$40.36 prevailing wage plus payroll taxes and a small margin. In actuality, we already have worked 535 hours on the project and anticipate needing at least 80 more hours to complete the work, for a total of 615 hours. Our proposed change would just cover 426 more hours that the work requires (\$60 x 426 hrs = \$25,560). Even with the additional request, our total cost for the year would still be 34% lower than the next lowest bid.

I have attached a time report showing the hours worked on the project to date. Thanks you for considering our request.

Sincerely



Ben Alexander

Sound Native Plants Time by Job Detail All Transactions

Date	Name	Duration
Edgewood, City of:Vegetation Management Services		
No item assigned		
06/01/2021	Apollo R Stone	8.50
06/01/2021	Ethan K Hill	8.00
06/02/2021	Apollo R Stone	8.25
06/02/2021	Ethan K Hill	8.00
06/04/2021	Benjamin E MacSpadden	8.25
06/04/2021	Ethan K Hill	8.25
06/07/2021	Sean P Johnson	7.50
06/07/2021	Ethan K Hill	7.75
06/08/2021	Sean P Johnson	7.75
06/09/2021	Apollo R Stone	4.25
06/09/2021	Ethan K Hill	4.25
06/10/2021	Sean P Johnson	7.50
06/10/2021	Ethan K Hill	7.75
06/11/2021	Benjamin E MacSpadden	4.00
06/11/2021	Apollo R Stone	4.50
06/14/2021	Ethan K Hill	7.25
06/14/2021	Makaela A Dodds	7.25
06/16/2021	Sean P Johnson	4.00
06/16/2021	Ethan K Hill	4.25
06/22/2021	Sean P Johnson	8.00
06/22/2021	Ethan K Hill	7.25
07/01/2021	Benjamin E MacSpadden	8.25
07/01/2021	Sean P Johnson	8.25
07/01/2021	Makaela A Dodds	8.25
07/01/2021	Apollo R Stone	7.75
07/01/2021	Ethan K Hill	7.75
07/02/2021	Ethan K Hill	8.25
07/02/2021	Apollo R Stone	8.50
07/02/2021	Makaela A Dodds	8.25
07/02/2021	Benjamin E MacSpadden	9.25
07/02/2021	Sean P Johnson	8.25
07/15/2021	Sean P Johnson	7.25
07/15/2021	Apollo R Stone	8.00
07/15/2021	Ethan K Hill	7.75
07/15/2021	Benjamin E MacSpadden	7.25
07/16/2021	Sean P Johnson	7.50
07/16/2021	Apollo R Stone	8.00
07/16/2021	Ethan K Hill	7.50
07/16/2021	Benjamin E MacSpadden	7.25
07/21/2021	Apollo R Stone	8.00
07/21/2021	Ethan K Hill	7.75
07/22/2021	Apollo R Stone	8.50
07/28/2021	Apollo R Stone	7.50
07/28/2021	Ethan K Hill	7.25
07/28/2021	Benjamin E MacSpadden	7.25
07/29/2021	Apollo R Stone	7.75
07/29/2021	Benjamin E MacSpadden	7.25
07/30/2021	Apollo R Stone	6.50
07/30/2021	Ethan K Hill	5.75
08/04/2021	Benjamin E MacSpadden	7.50
08/04/2021	Apollo R Stone	7.00
08/05/2021	Apollo R Stone	7.00
08/05/2021	Ethan K Hill	6.50
08/09/2021	Anthony J Richard	6.50
08/09/2021	Apollo R Stone	6.50
08/09/2021	Benjamin E MacSpadden	6.50
08/09/2021	Ethan K Hill	6.75
08/10/2021	Anthony J Richard	6.50
08/10/2021	Benjamin E MacSpadden	6.50
08/10/2021	Ethan K Hill	6.75
08/25/2021	Apollo R Stone	8.50
08/25/2021	Ethan K Hill	7.75
08/26/2021	Apollo R Stone	7.00
08/26/2021	Ethan K Hill	8.00
08/31/2021	Apollo R Stone	8.25

**Sound Native Plants
Time by Job Detail
All Transactions**

Date	Name	Duration
08/31/2021	Ethan K Hill	8.00
09/02/2021	Apollo R Stone	8.75
09/02/2021	Anthony J Richard	7.75
09/02/2021	Benjamin E MacSpadden	7.75
09/02/2021	Ethan K Hill	7.75
09/02/2021	Sean P Johnson	7.75
09/03/2021	Ethan K Hill	7.75
09/03/2021	Sean P Johnson	7.50
Total No item assigned		535.75
Total Edgewood, City of:Vegetation Management Services		535.75
TOTAL		535.75



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – 132nd & 53rd Drainage Improvements Contract	Agenda Item #: 2.H
	For Agenda of: 10/5/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - Call for Bids 2. 2 - Bid Summary 3. 3 - Proposal_Rodarte Construction, Inc 4. 4 - SIGNED Contract 5. 5 - Performance & Payment Bonds	
Approval of Materials: Jeremy Metzler	Expenditure Required: \$156,777.25
	Amount Budgeted: \$150,000 (2021-2026 CIP, Project SW-15) \$171,526 (Engineer's Estimate)
	Timeline: 10/05/2021 SS 10/12/2021 RCM

Summary Statement:

On August 30, 2021, the City advertised a Call for Bids (attached). We received seven (7) responses by the September 22, 2021 deadline (revised by Addendum). City staff tabulated the bid results, reviewed the lowest apparent bidder's proposal (attached), checked references, and determined the lowest responsive, responsible bidder was Rodarte Construction, Inc. Staff is seeking Council direction on whether or not to proceed with contract award and execution. Also attached for Council's information is the proposed construction contract (signed by the contractor).

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution – 132nd & 53rd Drainage Improvements Contract

Fiscal Note/Consideration:

The Engineer's Construction Cost Estimate for this project was \$171,526. The Council-adopted Capital Improvement Plan identified \$150,000 in 2021 under Project SW-15. Bids received range from \$156,777.25 to \$185,750.00. The project will be funded through Surface Water Utility Funds.

CALL FOR BIDS

CITY OF EDGEWOOD

DRAINAGE IMPROVEMENT PROJECT – 132ND AVENUE EAST AND 53RD STREET COURT EAST ENGINEER'S ESTIMATE \$171,526.00

Sealed Proposals will be received by the undersigned at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372, up to 11:00 am local time on September 20, 2021, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the aforementioned Drainage Improvement Project.

This project consists of furnishing all labor, materials and equipment necessary for the construction of paving and drainage improvements at the intersection of 132nd Ave E and 53rd St Ct E, extended south to the end of road and east to Edgewood Dr E, including but not limited to: demolition, storm drainage, asphalt paving preparation and installation, curbing, and shoulder restoration.

The Work shall be substantially complete within 15 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Edgewood, Washington.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashier's check, or Proposal bond payable to the "City of Edgewood" and in an amount of not less than five percent (5%) of the total Proposal amount.

Bid Documents for this project are available free-of-charge at the following website: <http://gobids.grayandosborne.com>. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance with the website, please call (206) 284-0860. Contract questions shall be directed to Chuck Hendricksen, City Engineer, City of Edgewood, (253) 392-2560.

Financing of the Project has been provided by City of Edgewood, Washington. The City of Edgewood expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities in any Proposal.

(Signed)

RACHEL PITZEL, CMC
CITY CLERK

BIDDER'S CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 - P-6)
- b. Bid Deposit or Proposal Bond (PB-1)

2. SUPPLEMENTAL BIDDER CRITERIA

The Apparent two lowest bidders shall submit to the Contracting Agency the completed Supplemental Bidder Criteria forms in the Appendix by noon of the second business day following the bid submittal deadline.

3. AGREEMENT FORMS

The following forms (a., b., and c.) are to be executed and the following Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Contract execution.

- a. Agreement (Pages A-1 - A-15)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-2)
- d. Certificate of Insurance
- e. Certificate of Builders Risk Insurance

**DRAINAGE IMPROVEMENT PROJECT –
132ND AVENUE EAST AND 53RD STREET COURT EAST**

ENGINEER'S ESTIMATE \$171,526.00

PROPOSAL

City of Edgewood
2224 104th Avenue East
Edgewood, Washington 98372

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a postal money order, certified check, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the Proposal amount.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner reserves the right to Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner.

PROPOSAL - Continued

SCHEDULE A: 132ND AVE E AND 53RD ST CT E DRAINAGE IMPROVEMENTS

<u>NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Change (1-04.4(1))	1	CALC	\$5,000	\$5,000
2.	Survey (1-05.4(2))	1	LS	\$ <u>3,500.00</u>	\$ <u>3,500.00</u>
3.	SPCC Plan (1-07.15(1))	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
4.	Mobilization, cleanup and demobilization (1-09.7)	1	LS	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
5.	COVID-19 Safety Plan (1-07)	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
6.	Temporary Erosion and Sediment Control (8-01)	1	LS	\$ <u>800.00</u>	\$ <u>800.00</u>
7.	Temporary Traffic Control (including flaggers)	1	LS	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
8.	Sawcutting (2-02)	543	LF	\$ <u>2.75</u>	\$ <u>1,493.25</u>
9.	Removal of Existing Storm (2-02)	1	LS	\$ <u>800.00</u>	\$ <u>800.00</u>
10.	Crushed Surfacing Top Course (4-04)	143 25	TN	\$ <u>110.00</u>	\$ <u>2,750.00</u>
11.	HMA CL. ½ in. PG 58H-22" (5-04) [Widening & Overlay]	95 85	TN	\$ <u>450.00</u>	\$ <u>38,250.00</u>
12.	Schedule A Storm Sewer Pipe 12 In. Diameter (7-04)	512	LF	\$ <u>92.00</u>	\$ <u>47,104.00</u>
13.	Schedule A Storm Sewer Pipe 8 In. Diameter CL52 DI (7-04)	32	LF	\$ <u>95.00</u>	\$ <u>3,040.00</u>
14.	Catch Basin Type I (7-05)	6	EA	\$ <u>1,700.00</u>	\$ <u>10,200.00</u>
15.	Catch Basin Type II (7-05)	1	EA	\$ <u>2,900.00</u>	\$ <u>2,900.00</u>
16.	Connection to Drainage Structure (7-05)	1	EA	\$ <u>1,200.00</u>	\$ <u>1,200.00</u>
17.	HMA Barrier Curb / Raised Edge (8-04)	520	LF	\$ <u>5.50</u>	\$ <u>2,860.00</u>
18.	HMA Driveway Approach (8-06)	2	EA	\$ <u>1,800.00</u>	\$ <u>3,600.00</u>
19.	Ditch or Shoulder Restoration (8-02)	380	SY	\$ <u>16.00</u>	\$ <u>6,080.00</u>

PROPOSAL - Continued

BID SUMMARY

Subtotal (Schedule A):\$ 150,777.25

Washington State Sales Tax (0% Per W.S. Revenue Rule No. 171):\$ 0.00

TOTAL CONSTRUCTION COST (SCHEDULE A):\$ 150,777.25

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: Rodarte Construction, Inc.
Address: 17 East Valley Hwy E Auburn wa 98092
Telephone No. 253-939-0532 Fax No. none
Contact Person for this Project: John Ellis
E-mail: john@rodarteconstruction.com

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

43 years

WORK TO BE COMPLETED BY BIDDER

List the Work and the dollar amount thereof that the Bidder will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount
excavation, flagging, storm insulation	\$120,000.00

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

For Proposals exceeding one million dollars, indicate who (either the Contractor submitting this bid or a subcontractor) will be completing the work for each of the categories listed below. Information shall include their Washington State Department of Licensing Contractor's Registration No. This information shall be provided with the Proposal or within one hour after the published Proposal submittal time in accordance with RCW 39.30.060.

Work to be Performed	Subcontractor or Prime (Name and Registration Number)
none	none

PROPOSAL - Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
1	9/14/2021	John Ellis

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract and to physically complete the Work required under this contract within the working days from when Contract Time begins as indicated in the table below.

	Time from NTP to Substantial Completion	Time from NTP to Physical Completion
Schedule A	15 working days	20 working days

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$1,000.00 per day for each and every working day beyond the Contract time allowed for substantial completion until the Substantial Completion Date is achieved and \$500.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is 388-601-00 ;
Dept. of Licensing Contractor's Registration No. is RODARI*22509 ;
Unified Business Identifier Number is 600204803 ;
Excise Tax Registration Number is 600204803 ; and
Employment Security Account Number is 434388-00-4 .

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

PROPOSAL - Continued

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (August 30, 2021), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Sincerely,

JRS 9/22/2021
Sign Name Date

By: Jared Rodarte, President Auburn WA
Print Name, Title Location Executed (City, State)

Rodarte Construction Inc.
Print Company Name

Amount of Proposal deposit: \$ _____ Check No. _____,

or Proposal bond in the amount of \$ 7838.86

_____, issued through Western Surety
Name of Bank/Bonding Company

located at 151 N Franklin St Chicago, IL 60606
Mailing Address

800-331-6053
Telephone Number of Bank/Bonding Company

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we Rodarte Construction, Inc.

of Auburn, WA as principal, and the Western Surety Company

a corporation duly organized under the laws of the state of SD,
and authorized to do business in the State of
Washington, as surety, are held and firmly bound unto the **CITY OF EDGEWOOD** in the full
and penal sum of five percent of the total amount of the bid proposal of said principal for the
work hereinafter described, for the payment of which, well and truly to be made, we bind our
heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith
submitting his or its sealed proposal for the following construction project, to wit:

**DRAINAGE IMPROVEMENT PROJECT –
132ND AVENUE EAST AND 53RD STREET COURT EAST**

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the
contract be awarded to said principal, and if said principal shall duly make and enter into and
execute said Contract and shall furnish bond as required by the **CITY OF EDGEWOOD** within
a period of 10 days from and after said award, exclusive of the day of such award, then this
obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be
signed and sealed this 17th day of September, 2021.

Rodarte Construction, Inc.



(Principal)

Western Surety Company

(Surety)



(Attorney-in-fact)

Lori McKimmy, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna S Martinez, Rod Lewis, Kenneth J Frick, Lori McKimmy, Individually

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of March, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of September, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

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 Rodarte Construction, Inc. ("Contractor"), a corporation organized under the laws of the State of Washington. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

DRAINAGE IMPROVEMENT PROJECT – 132ND AVENUE EAST AND 53RD STREET COURT EAST, to include furnishing all labor, materials and equipment necessary for the construction of paving and drainage improvements at the intersection of 132nd Ave E and 53rd St Ct E, extended south to the end of road and east to Edgewood Dr E, including but not limited to, demolition, storm drainage, asphalt paving preparation and installation, curbing, and shoulder restoration as further described in the Bid Documents.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF EDGEWOOD
2224 104th Ave E
Edgewood, WA 98372-1513
Contact: Chuck Hendricksen
Phone: (253) 392-2560
Email: chuck@cityofedgewood.org

CONTRACTOR:

RODARTE CONSTRUCTION, INC.
17 East Valley Highway East
Auburn, WA 98092
Contact: John Ells
Phone: (253) 939-0532
Email: john@rodarteconstruction.com
Tax ID #: 600264803

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 20 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract and may be modified as mutually agreed through Change Order, as described in Section 10, below.

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

A. In general,

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

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

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

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

B. Work Performance.

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

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

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

c. Non-Discrimination.

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

7. Compensation and Payment

- A. Unless otherwise mutually agreed through Change Order, as described in Section 10 below, the City shall pay the Contractor for the work performed under this contract as follows (select one):
- ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☐ Lump sum price set forth on the Contractor's proposal; not to exceed _____ plus all applicable taxes.
 - ☒ Unit prices set forth in the Contractor's proposal; not to exceed \$156,777.25 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: F (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.

In the alternative to submitting the 5% retainage as set forth in this Section 9, Contractor may opt to submit a retainage bond from an authorized surety insurer with a minimum A.M. Best financial strength rating so long as that minimum rating does not exceed A- in accordance with RCW 60.28.011(6). This bond, including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Such retainage bond must be approved by the City Attorney.

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. If the total Contract Amount proposed under a Change Order exceeds 125% 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.
11. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending November 30, 2021 unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination.

Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

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

A. Responsibility Criteria.

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

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

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

13. Insurance.

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

K. Subcontractors

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

14. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this

Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.

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

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

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

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

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

16. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives

during the performance of this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.

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

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

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

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

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

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

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

CITY OF EDGEWOOD

By: _____

Print name: Daryl Eidinger

Title: Mayor

Date: _____

CONTRACTOR

By: John Ellis

Print name: John Ellis

Title: vice president

Date: 9/29/21

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Attachments



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Kevin Durrant (Corporate Officer (Not Contract Signer)) certify that I am the Treasurer (Corporate Title) of the corporation named as Contractor in the Contract attached hereto; that John Ellis (Contract Signer) who signed said Contract on behalf of Contractor, was then Vice 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)

Kevin Durrant

Print Name

Treasurer

Title

State of Washington

County of Pierce

Kevin Durrant (Corporate Officer (not Contract Signer)) being duly sworn, deposes and says that he/she is Treasurer (Corporate Title) of Rodarte Construction Inc. (Name of Corporation).

20 21 Subscribed and sworn to before me this 29th day of September



April R Rodarte
Notary Public (Signature)

April R Rodarte
Notary Public (Print)
My commission expires 9/15/24

**PERFORMANCE BOND
to CITY OF EDGEWOOD, WA**

Bond No. 30140104

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Rodarte Construction, Inc. (Principal), a contract for the construction of the project designated as the Drainage Improvement Project – 132nd Avenue East and 53rd Street Court East in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Western Surety Company (Surety), a corporation, organized under the laws of the State of South Dakota and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of One hundred ninety-five thousand and nine hundred seventy-one & 56/100 US Dollars (\$195,971.56) Total Contract Amount, subject to the provisions herein.

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

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

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

PRINCIPAL Rodarte Construction, Inc.

SURETY Western Surety Company

[Signature]
Principal Signature

9/29/21
Date

[Signature]
Surety Signature

9-28-2021
Date

John Ellis
Printed Name

Donna S. Martinez
Printed Name

Vice president
Title

Attorney-in-Fact
Title

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

Terril, Lewis & Wilke Insurance, Kenneth J. Frick

112 South 4th Street, Yakima, WA 98901

509-248-3515

Approved as to form:

City Attorney, City of Edgewood

Date

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA

Bond No. 30140104

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Rodarte Construction, Inc. (Principal), a contract for the construction of the project designated as the Drainage Improvement Project – 132nd Avenue East and 53rd Street Court East in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and Western Surety Company (Surety), a corporation organized under the laws of the State of South Dakota and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of One hundred ninety-five thousand and nine hundred seventy-one & 56/100 (\$195,971.56) Total Contract Amount, subject to the provisions herein.

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

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

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

PRINCIPAL Rodarte Construction, Inc.

Principal Signature

Printed Name

Title

9/29/21
Date

SURETY Western Surety Company

Surety Signature

Donna S. Martinez
Printed Name

Attorney-in-Fact
Title

9-28-2021
Date

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

Terril, Lewis & Wilke Insurance, Kenneth J. Frick

112 South 4th Street, Yakima, WA 98901

509-248-3515

Approved as to form:

City Attorney, City of Edgewood

Date

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna S Martinez, Rod Lewis, Kenneth J Frick, Lori McKimmy, Individually

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of March, 2020.



WESTERN SURETY COMPANY

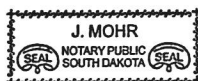
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of September, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – SR 161 and Emerald St. Signal Improvements Project Contract	Agenda Item #: 2.I
	For Agenda of: 10/5/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - Call for Bids 2. 2 - Bid Summary 3. 3 - TSI Bid Package 4. 4 - Contract	
Approval of Materials: Jeremy Metzler Rachel Pitzel 9/30/2021 Dave Gray 9/30/2021 Daryl Eidinger 9/30/2021	Expenditure Required: \$317,317.00 plus tax Amount Budgeted: \$300,000 (2021-2026 CIP, Project T-11) Timeline: 10/05/2021 SS 10/12/2021 RCM

Summary Statement:

On August 30, 2021, the City advertised a Call for Bids (attached). We received five (5) responses by the September 21, 2021 deadline. The City's on-call consultant, Transpo, tabulated the bid results, reviewed the lowest apparent bidder's proposal and Supplemental Bidder Responsibility Criteria (attached), checked references, and determined the lowest responsive, responsible bidder was Transportation Systems, Inc. Staff is seeking Council direction on whether or not to proceed with contract award and execution. Also attached for Council's information is the proposed construction contract (contractor signature pending).

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution – SR 161 and Emerald St. Signal Improvements Project Contract

Fiscal Note/Consideration:

The Engineer's Construction Cost Estimate for this project was \$359,450. The Council-adopted Capital Improvement Plan identified \$300,000 in 2021 under Project T-11. Bids received range from \$317,317.00 to \$413,352.00. The project will be funded through Transportation Impact Fees.

CALL FOR BIDS
CITY OF EDGEWOOD
SR 161 AND EMERALD STREET
SIGNAL IMPROVEMENTS PROJECT
ENGINEER'S ESTIMATE \$359,450

Sealed Proposals will be received by the undersigned at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372, up to 11:00 am; local time on September 21, 2021, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the SR 161 and Emerald Street Signal Improvements Project.

This project consists of furnishing all labor, materials and equipment necessary for removal of the existing spanwire traffic control signal and installation of a new mast arm traffic control signal and other work at the intersection of SR 161 (MP 33.5 vicinity) and Emerald St/Emerald St E, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Work shall be substantially complete within 24 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Edgewood, Washington.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashier's check, or Proposal bond payable to the "City of Edgewood" and in an amount of not less than five percent (5%) of the total Proposal amount.

Bid Documents for this project are available free-of-charge at the following website: <http://gobids.grayandosborne.com>. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance, please call (206) 284-0860. Contract questions shall be directed to Jeremy Metzler, Public Works Director, City of Edgewood, (253) 831-4266.

Financing of the Project has been provided by City of Edgewood, Washington. The City of Edgewood expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities in any Proposal.

(Signed) **RACHEL PITZEL, CMC**
CITY CLERK

Call for Bids: SR 161 and Emeralds St. Signal Improvements

11:00am

Company Name	Statement of Bidder's Qualifications	Bid Bond	References	Proposal Signed	Addenda	Total Amount of Bid Proposal
ABS, Inc.	✓	✓		✓	✓	\$369,311.00
Transportation Systems Inc	✓	✓		✓	✓	\$ 317,307.00
Titan Earthwork	✓	✓		✓	✓	\$ 378,444.00
Golden Gate Electric LLC	✓	✓		✓	✓	\$ 383,391.80
Northwest Cascade	✓	✓		✓	✓	\$ 413,352.00

*Bid Log Only - All bids will be reviewed by City of Edgewood

**SR 161 AND EMERALD STREET
SIGNAL IMPROVEMENTS PROJECT**

PROPOSAL

City of Edgewood
2224 104th Avenue East
Edgewood, Washington 98372

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a postal money order, certified check, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the Proposal amount.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner reserves the right to Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner.

PROPOSAL - Continued

SCHEDULE A:

Bid items under Rule 171 State Sales Tax

<u>NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Change (1-04.4)	1	FA	\$5,000.00	\$5,000.00
2.	Roadway Surveying (1-05.4)	1	LS	\$ <u>3,222.00</u>	\$ <u>3,222.00</u>
3.	Record Drawings (Minimum Bid \$3,000) (1-05.18 SP)	1	LS	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
4.	Potholing (1-07.17 SP)	1	FA	\$8,000.00	\$8,000.00
5.	COVID-19 Safety Plan (1-07.4 SP)	1	LS	\$ <u>250.00</u>	\$ <u>250.00</u>
6.	Min Bid Req – Type B Progress Schedule \$3,000 (1-08.3 SP)	1	LS	\$ <u>3300.00</u>	\$ <u>3,300.00</u>
7.	Mobilization (1-09.7)	1	LS	\$ <u>15,007.00</u>	\$ <u>15,007.00</u>
8.	Traffic Control Supervisor (1-10.5 SP)	1	LS	\$ <u>14,256.00</u>	\$ <u>14,256.00</u>
9.	Flaggers (1-10.5 SP)	32	HR	\$ <u>54.75</u>	\$ <u>1752.00</u>
10.	Contractor Provided Uniformed Police Officer (1-10.5 SP)	36	HR	\$ <u>130.00</u>	\$ <u>4,680.00</u>
11.	Portable Changeable Message Sign (1-10.5 SP)	184	HR	\$ <u>30.00</u>	\$ <u>5520.00</u>
12.	Other Traffic Control Labor (1-10.5 SP)	208	HR	\$ <u>55.00</u>	\$ <u>11,440.00</u>
13.	Sequential Arrow Sign (1-10.5 SP)	360	HR	\$ <u>1.75</u>	\$ <u>630.00</u>
14.	Other Temporary Traffic Control (1-10.5 SP)	1	LS	\$ <u>4,000.00</u>	\$ <u>4,000.00</u>
15.	Traffic Signal System Complete – SR 161 and Emerald St (8-20.5 SP)	1	LS	\$ <u>237,260</u>	\$ <u>237,260</u>
Subtotal				\$	<u>317,317.00</u>
Washington State Sales Tax (0% Per W.S. Revenue Rule No. 171):.....				\$	<u>0.00</u>
TOTAL CONSTRUCTION COST:				\$	<u>317,317.00</u>

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: Transportation Systems Inc

Address: 6917 166th Ave East, Sumner, WA 98390

Telephone No. (253) 750-0284 Fax No. (253) 863-9626

Contact Person for this Project: Bryson Hue, P.E.

E-mail: Bhue@transportation-systems-inc.com

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

14 years

WORK TO BE COMPLETED BY BIDDER

List the Work and the dollar amount thereof that the Bidder will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount
Electrical, Concrete, Traffic control	\$ 317,317

PROPOSAL - Continued

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

For Proposals exceeding one million dollars, indicate who (either the Contractor submitting this bid or a subcontractor) will be completing the work for each of the categories listed below. Information shall include their Washington State Department of Licensing Contractor's Registration No. This information shall be provided with the Proposal or within one hour after the published Proposal submittal time in accordance with RCW 39.30.060.

Work to be Performed	Subcontractor or Prime (Name and Registration Number)
N/A	

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
1	9-20-21	Bryson Hure, TSI

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract and to physically complete the Work required under this contract within the working days from when Contract Time begins as indicated in the table below.

	Time from NTP to Substantial Completion and Physical Completion
Schedule A	24 working days

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$1,000.00 per day for each and every working day beyond the Contract time allowed for physical completion until the Physical Completion Date is achieved.

PROPOSAL - Continued

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is 137,341-00 ;
Dept. of Licensing Contractor's Registration No. is TRANS 1927 NO ; 84
Unified Business Identifier Number is 602 726 209 ;
Excise Tax Registration Number is 06-0907 314 ; and
Employment Security Account Number is 371074 004 .

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date September 21, 2021, that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

PROPOSAL - Continued

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Sincerely,



Sign Name

9/15/21

Date

By: Bryson Hare, President
Print Name, Title

Sumner, WA
Location Executed (City, State)

Transportation Systems Inc
Print Company Name

Amount of Proposal deposit: \$ _____ Check No. _____

or Proposal bond in the amount of \$ 5% of 317,317

_____, issued through Western Surety Co c/o Propel Insurance
Name of Bank/Bonding Company

located at 101 S Reid ST, Suite 300, Sioux Falls, SD
Mailing Address 57103

605-336-0850
Telephone Number of Bank/Bonding Company

PROPOSAL - Continued



This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date September 21, 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Transportation Systems Inc.
Bidder's Business Name

[Signature]
Signature of Authorized Official*

Bryson Huie
Printed Name

President
Title

9/15/21
Date

Sumner
City

WA
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Transportation Systems Inc

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we Transportation Systems, Inc.

of Sumner, WA as principal, and the Western Surety Company

a corporation duly organized under the laws of the state of South Dakota,
and authorized to do business in the State of
Washington, as surety, are held and firmly bound unto the **CITY OF EDGEWOOD** in the full
and penal sum of five percent of the total amount of the bid proposal of said principal for the
work hereinafter described, for the payment of which, well and truly to be made, we bind our
heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith
submitting his or its sealed proposal for the following construction project, to wit:

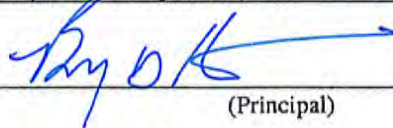
SR 161 AND EMERALD STREET SIGNAL IMPROVEMENTS PROJECT

said bid and proposal, by reference thereto, being made a part hereof.

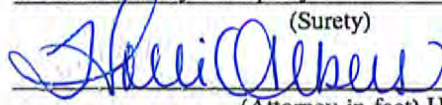
NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the
contract be awarded to said principal, and if said principal shall duly make and enter into and
execute said Contract and shall furnish bond as required by the **CITY OF EDGEWOOD** within
a period of 10 days from and after said award, exclusive of the day of such award, then this
obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be
signed and sealed this 21st day of September, 2021.

Transportation Systems, Inc.


(Principal)

Western Surety Company


(Attorney-in-fact) Holli Albers

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael S Mansfield, Sara Sophie Sellin, Donald Percell Shanklin Jr, Misti Marie Brill, Tamara A Ringeisen, Kari Michelle Motley, Bryan Richard Ludwick, Amber Lynn Reese, *Individually of Portland, OR*
Cynthia L Jay, Eric A Zimmerman, James B Binder, Aliceon A Keltner, Brandon K Bush, Jacob T Haddock, Katharine J Snider, *Individually of Seattle, WA*
Jamie L Marques, Carley Espiritu, Christopher Kinyon, Brent E Heilesen, Annelies M Richie, Kristine A Lawrence, Heather L Allen, Erica E Mosley, Holli Albers, Amelia G Burrill, *Individually of Tacoma, WA*
Dana M Brinkley, Linda D Shaddon, *Individually of Medford, OR*

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of July, 2021.



WESTERN SURETY COMPANY

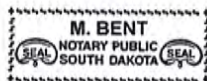
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of September . 2021



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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 Transportation Systems, Inc. (“Contractor”), a corporation organized under the laws of the State of Washington. The City and Contractor are each a “Party” and together the “Parties” to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City (“the Project”), generally described as:

SR 161 AND EMERALD STREET SIGNAL IMPROVEMENTS PROJECT, to include furnishing all labor, materials and equipment necessary for the removal of the existing spanwire traffic control signal and installation of a new mast arm traffic control signal and other work at the intersection of SR 161 (MP 33.5 vicinity) and Emerald St/Emerald St E as further described in the Bid Documents.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party’s heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

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

CONTRACTOR:

TRANSPORTATION SYSTEMS, INC.
Address: 6917 166th Ave E
Sumner, WA 98390
Contact: Bryson Huie, PE
Phone: 253-750-0284
Email: Bryson@transportationsystemsinc.com
Tax ID #: 26-0907314

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 24 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract and may be modified as mutually agreed through Change Order, as described in Section 10, below.
6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. In general.

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

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

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

- (5) Work Hours. Work hours for the project shall meet the requirements outlined in Section 1-08.0(2) of the Special Provisions.
- (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 if this contract extends into multiple years, prevailing wage rates are updated annually.

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

c. Non-Discrimination.

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

7. Compensation and Payment

- A. The City shall pay the Contractor for the work performed under this contract as follows (select one):
- ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☐ Lump sum price set forth on the Contractor's proposal; not to exceed _____ plus all applicable taxes.
 - ☒ Unit prices set forth in the Contractor's proposal; not to exceed \$317,317.00 plus all applicable taxes.
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

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

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

Initial: _____(Contractor)

9. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. In addition, the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

In the alternative to submitting the 5% retainage as set forth in this Section 9, Contractor may opt to submit a retainage bond from an authorized surety insurer with a minimum A.M. Best financial strength rating so long as that minimum rating does not exceed A- in accordance with RCW 60.28.011(6). This bond, including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Such retainage bond must be approved by the City Attorney.

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. If the total Contract Amount proposed under a Change Order exceeds 125% 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.
11. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending March 31, 2022, unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination.

Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

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

A. Responsibility Criteria.

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

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

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

13. Insurance.

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils

to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

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

J. Verification of Coverage

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

K. Subcontractors

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

14. Claims for damages.

A. Excluded situations. The City shall not be responsible for delays caused by soil

conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.

- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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

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

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

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

16. Independent Contractor. Contractor is and shall be at all times during the term of this

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

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

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

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

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

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

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

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

CITY OF EDGEWOOD

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate Officer Signature (*not Contract Signer*)

Print Name

Title

State of _____

County of _____

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

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

Notary Public (Signature)

Notary Public (Print)
My commission expires _____

PERFORMANCE BOND to CITY OF EDGEWOOD, WA

Bond No. _____

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as SR 161 and Emerald Street Signal Improvements Project in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

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

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

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

PRINCIPAL

SURETY

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

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

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

Approved as to form:

City Attorney, City of Edgewood

Date _____

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA

Bond No. _____

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as SR 161 and Emerald Street Signal Improvements Project in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

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

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

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

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

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

Approved as to form:

City Attorney, City of Edgewood

Date



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Discussion – Revenues for 2022 and Property Tax	Agenda Item #: 2.J
	For Agenda of: 10/5/2021
	Prepared by: Dave Gray
Attachments (list): 1. Budget Calendar 2021 for 2022 Budget	
Approval of Materials: Dave Gray Rachel Pitzel 9/30/2021 Dave Gray 9/30/2021 Daryl Eidingen 9/30/2021	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: Per the Budget Calendar (attached).

Summary Statement:

Annually the City Council, Mayor and Administrative Staff come together to discuss and explore the financial health of the City and projected opportunities and challenges for all aspects of City finances, operating and capital programs & projects, assets, liabilities, tax levy rates and any revenue streams gained or lost and how they relate to fixed, project and variable or one time costs.

Item History:

Per Budget Calendar

Recommended Action:

Open discussion, directions and questions to be examined and reported back.

Fiscal Note/Consideration:

2021 Calendar for 2022 Budget

	Process	Internal Due Date	Work Study Meeting	City Council Meeting	State Law Limitations
1	Finance produces Estimated Year End Revenues & Expenditures and Forecast Ending Fund Balance Estimates for 2021.	Sep 7			N/A
2	Statutory Budget Call Letter Issued Budget requests and instructions go out to all departments-Budget Huddles Begin.	Sep 8			Sept 13
3	Budget Estimates to be filed with the City Clerk	Sept 27			Sept 27
5	Clerk submits to CAO the proposed preliminary budget setting forth the complete financial program.	Sep 29			Oct 1
6	CAO provides Council with current info on Revenue from all sources as adopted in 2021 for 2022 Budget including Property Tax.	Sep 30*	Oct 5		Oct 4
7	Council Reviews Preliminary Capital Facilities Plan for inclusion in the 2022 Budget	Oct 13	Oct 19		N/A
8	Council Holds Public Hearing on Capital Facilities Plan Update	Oct 20		Oct 26	N/A
9	CAO prepares preliminary budget and budget message & files with the Clerk & Council.	Oct 27*	Nov 2		Nov 1
10	City Clerk publishes notice of public hearing for 2022 Budget and Property Tax Hearing– once a week for two consecutive weeks – Draft budget submittal ready	Publish Oct 25 & Nov 1			Nov 18
11	2 nd Publish of notice of public hearing on 2022 Budget & Property Tax Levy Publish notice of Final Budget Hearing on Nov 23	Publish Nov 1			Nov 5
12	Preliminary 2022 Budget Document Ready. City Council holds 1 st Public Hearing on revenue sources and expenditures for the upcoming budget year Public Hearing on possible increases in property tax revenue Adopt Property Tax 2022 (with County by Nov 30)	Nov 4		Nov 9	Nov 25
13	Preliminary Budget Available to the Public	Nov 10	Nov 16		Nov 20
	City Council holds 2 nd Public Hearing and the 1st public reading on Final 2022 Budget & 2021 Budget Amendment.	Nov 17		Nov 23	Dec 6
14	City Council Holds 2022 Budget Study Session if Needed	Dec 2	Dec 7		N/A
15	City Council holds the 2 nd reading & adopts Final 2022 Budget and 2021 Budget Amendment. Finance Director transmits to the State Auditor's Office (plus possible amendment to property taxes).	Dec 9		Dec 14	Dec 31

R08222021.1

*Clerk provides Preliminary Revenue Budget to Council



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – Mortenson Farm Deed	Agenda Item #: 2.K
	For Agenda of: 10/5/2021
	Prepared by: Dave Gray
Attachments (list): 1. RESOLUTION NO. 21.XXXX, AUTHORIZING THE MAYOR TO EXECUTE A WARRANTY DEED FOR PARCELS OF THE MORTINSON FARM TO WASHDOTILA WITH WSDOT 2. RES302 Warranty Deed - approved 9.30.21CM - AMS edits Final from WASHDOT 3. RESOLUTION NO. 21.0560, AUTHORIZING THE MAYOR TO EXECUTE AN ILA WITH WSDOT RELATED TO THE PS GATEWAY PROGRAM (2) 4. GCB 3315_ILA WSDOT-COE_9-20-2021EXC	
Approval of Materials: Dave Gray Rachel Pitzel 9/30/2021 Dave Gray 9/30/2021 Daryl Eidinger 9/30/2021	Expenditure Required: None for this transaction
	Amount Budgeted: \$500 thousand dollars total with the intent to use unbudgeted grant revenue from the American Recovery Plan Act
	Timeline: October 5, 2021: Study Session for Council examination and discussion October 12, 2021: Regular Council Meeting for potential Council Action

Summary Statement:

As part of the City of Edgewoods contribution to the State of Washington Department of Transportation "Gateway Project", the City, through an interlocal agreement previously authorized by the City Council and executed by the Mayor, has agreed to contribute several parcels commonly known as the "Mortinson Farm Property" for use in the projects surface water mitigation effort. The State performed an appraisal of the property to establish the "cash value" of the contribution, which was reduced by approximately \$11 thousand dollars, a value established by WASHDOT for the City attaining a fixed right to discharge surface water for it's jurisdictional needs, into the improvement created by the project. Pursuant to the ILA, the City will receive the property back, together with the improvements created for the project, in about ten years post project completion, with restrictions requiring the maintenance of the surface water mitigation capacity, which may limit other future uses. Pursuant to the ILA, there is no money changing hands in conjunction with the passing of title of this property to the State, however the City will receive credit toward it's total committed value of land and cash of \$500 thousand dollars.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution – Mortenson Farm Deed

Fiscal Note/Consideration:

RESOLUTION NO. 21-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A WARRANTY DEED PURSUANT TO THE PROVISIONS OF AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATED TO THE PUGET SOUND GATEWAY PROGRAM AND PROPERTY CONVEYANCE FOR THE SR 167 COMPLETION PROJECT.

WHEREAS, as part of the Washington State Department of Transportation (“WSDOT”) Puget Sound Gateway Program, WSDOT is undertaking the State Route (“SR”) 167 Completion Project (the “Project”) which entails construction of a new highway from SR 161 to SR 509; and

WHEREAS, the City, as a local agency partner, has committed to providing matching funds or other contributions commensurate with the benefits received by the City as a result of the Project; and

WHEREAS, on September 14, 2021, the City and WSDOT entered into an interlocal agreement (“ILA”) regarding the City’s commitment to the Project and the parties’ respective responsibilities; and

WHEREAS, as part of its commitment, the City agreed to convey the property commonly known as Mortensen Farm towards the required local contribution for the project, identified as Pierce County Tax Parcel Numbers 0420084019, 0420084024, and 0420084081, with said property ultimately being reconveyed to the City for continued maintenance and preservation after completion of the Project; and

WHEREAS, the Parties desire to convey the property identified in the attached Warranty Deed pursuant to the provisions of the ILA.

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

Section 1. Agreement Authorized. Upon concurrence by WSDOT, the Mayor is authorized to execute the Warranty Deed to the Benefit of the Washington State Department of Transportation for the SR 167 Completion Project, 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 12TH DAY OF OCTOBER, 2021

ATTEST:

Daryl Eiding, Mayor

Rachel Pitzel, CMC
City Clerk

Exhibit A
Warranty Deed with Legal Description

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Warranty Deed

Reference Number of Related Document:

Grantor: City of Edgewood, a municipal corporation

Grantee: State of Washington, Department of Transportation

Legal Description: Parcel A: Parcel I BLA 201402285005

Parcel B: Ptn of the NW of SE, Sec 8, Twn 20 N, Rng 4 E, WM

Parcel C: Ptn of GL 4 (inside Puyallup Indian Reservation) (NE of SE), Sec 8, Twn 20 N, Rng 4 E, WM; All in Pierce County.

Additional Legal Description is on Page 3 of Document.

Assessor's Tax Parcel Number: 0420084081, 0420084024 & 0420084019

WARRANTY DEED

Pierce County Sundry Site Plans, SR 167 Completion Wetland Mitigation Mortensen Farms, Sheet 57

The Grantor, **City of Edgewood, a municipal corporation**, pursuant to an Interlocal Agreement (ILA) Dated September 14, 2021, and other valuable consideration, hereby conveys and warrants to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property situated in Pierce County, in the State of Washington.

For legal description and additional terms and conditions see attached Exhibit A, attached hereto, and made a part hereof.

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

WARRANTY DEED

Dated: _____, 2021

Accepted and Approved

City of Edgewood a municipal,
corporation

STATE OF WASHINGTON
Department of Transportation

By: _____
Daryl Eidinger,
City of Edgewood Mayor

By: _____
Cyndi Booze, Olympic Region
Real Estate Office Manager

Date: _____

STATE OF WASHINGTON)
 : ss
COUNTY OF PIERCE)

On this _____ day of _____ 2021, before me personally appeared Daryl Eidinger to me known to be the duly elected and qualified Mayor of the City of Edgewood, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument by resolution of the Mayor and City Council of said City, and that the seal affixed is the official seal of said City.

GIVEN under my hand and official seal the day and year last above written.
(SEAL)

Notary Public in and for the State of
Washington, residing at _____

My commission expires _____

WARRANTY DEED

EXHIBIT A

Parcel A:

Parcel I, Record of Survey for Boundary Line Adjustment recorded February 28, 2014, under recording number 201402285005, records of the Pierce County Auditor; Situate in the City of Edgewood, County of Pierce, State of Washington.

Parcel B:

Beginning at the intersection of the North line of the Northwest Quarter of the Southeast Quarter of Section 8, Township 20 North, Range 4 East of the Willamette Meridian, and the Easterly line of the Freeman Extension County Road, being a point 505.8 feet East of the Northwest corner of said subdivision; Thence on said Easterly line of road Southerly to a line parallel with and 424.5 feet South of the North line of said subdivision; Thence on said parallel line East to the West line of the Northeast Quarter of the Southeast Quarter (Government Lot 4 inside Puyallup Indian Reservation) of said Section; Thence North along said West line to the North line of the Southeast Quarter of said Section; Thence West along said North line to the point of beginning, records of Pierce County Auditor;

EXCEPT 25th Street East (Mickelson Road);
ALSO EXCEPT all that portion of Parcel B lying Southwesterly of 25th Street East (Mickelson County Road Extension West), as it existed on July 30, 2021;
Situate in the City of Edgewood, County of Pierce, State of Washington.

Parcel C:

Beginning at the Northwest corner of the Northeast Quarter of the Southeast Quarter (Government Lot 4 inside Puyallup Indian Reservation) of Section 8, Township 20 North, Range 4 East of the Willamette Meridian; Thence South along the West line of said Northeast Quarter to a line parallel with and 424.5 feet South of the North line of said subdivision; Thence on said parallel line East to the Easterly line of Government Lot 4 inside Puyallup Indian Reservation; Thence on said Easterly line of Government Lot 4 North 10° West 423.3 feet to the Northeasterly corner of said Government Lot 4; Thence West along the North line of Said Government Lot 4 West to the point of beginning, records of Pierce County Auditor;

EXCEPT 25th Street East (Mickelson Road);
ALSO EXCEPT that portion thereof lying Southerly of 25th Street East (Mickelson Road);
ALSO EXCEPT the East 400 feet of said Government Lot 4, being measured at right angles to the East line of said Government Lot 4;
Situate in the City of Edgewood, County of Pierce, State of Washington.

Grantor's Initials

RESOLUTION NO. 21-0560

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATED TO THE PUGET SOUND GATEWAY PROGRAM AND PROPERTY CONVEYANCE FOR THE SR 167 COMPLETION PROJECT.

WHEREAS, as part of the Washington State Department of Transportation (“WSDOT”) Puget Sound Gateway Program, WSDOT is undertaking the State Route (“SR”) 167 Completion Project which entails construction of a new highway from SR 161 to SR 509; and

WHEREAS, the City, as a local agency partner, has committed to providing matching funds or other contributions commensurate with the benefits received by the City as a result of the project; and

WHEREAS, as part of its commitment, the City will convey the property known as Mortensen Farm towards the required local contribution for the project, identified as Pierce County Tax Parcel Numbers 0420084019, 0420084024, and 0420084081, with said property ultimately being reconveyed to the City for continued maintenance and preservation after completion of the project; and

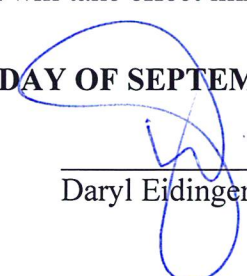
WHEREAS, the Parties desire to memorialize the terms and conditions related to said property conveyance;

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

Section 1. Agreement Authorized. Upon concurrence by WSDOT, the Mayor is authorized to execute the interlocal agreement with the Washington State Department of Transportation related to property conveyance for the SR 167 Completion Project, 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 14TH DAY OF SEPTEMBER, 2021



Daryl Eidinger, Mayor

ATTEST:



Rachel Pitzel, CMC
City Clerk

Exhibit A
Interlocal Agreement Between WSDOT / City of Edgewood

GCB 3315
INTERLOCAL AGREEMENT BETWEEN
WSDOT / City of Edgewood

This Interlocal Agreement (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the City of Edgewood (CITY), each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

- A. The Parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement as part of the construction of the Puget Sound Gateway Program (PROGRAM).
- B. In 2015 the Washington State Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package.
- C. The Legislature directed that \$130 million of the \$1.875 billion PROGRAM funding is to come through local funding sources.
- D. The State Route (SR) 167 Completion Project (PROJECT) is part of the PROGRAM where WSDOT will construct a new highway from SR 161 to SR 509 as shown on Exhibit A.
- E. The CITY has entered into a Local Funding and Phasing Memorandum of Understanding (MOU) with WSDOT (Exhibit B), commencing on July 1, 2018, acknowledging that the CITY is one of eighteen (18) Local Agency Partners committed to provide matching funds/contributions commensurate with the benefits accrued from the PROJECT at a local level. The City of Edgewood's contribution is identified therein as \$500,000 "(ROW in lieu)" towards the PROJECT, which may be met through conveyance of real property (i.e., Mortensen Farm and additional suitable property) needed by the PROJECT and/or cash contributions.
- F. Herrera Environmental Consultants (Herrera) on behalf of WSDOT has performed hydraulic modeling at the request of the CITY as shown in Exhibit D titled *Mortensen Farm/Surprise Lake Tributary Hydraulic Capacity Analysis, July 12, 2018*. Herrera is a professional services firm with experience and expertise in hydraulic modeling and analysis. The analysis concludes that the stormwater improvements on the Mortensen Farm property and downstream properties will accommodate a maximum of 20 cubic feet per second (cfs) of stormwater runoff from developed areas in the City of Edgewood in a 100-year recurrence flood event in addition to PROJECT stormwater needs based on estimated 100-year recurrent runoff peak rate that occurs in the Surprise Lake Tributary creek in 2020 basin conditions. The 20 cfs of stormwater capacity retained by Edgewood represents 6.1% of 100-year peak flow of the future build out conditions per Exhibit D, Table 1. The 6.1% is the delta increase between 1) the estimated MGSFlood model results for the 100-year peak flow future build-out conditions (existing Surprise Lake Tributary flow for the existing drainage basin conditions and the increase flows associated with the new SR 167 project buildout) and 2) estimate MGSFlood model results for the 100-year peak flow for the future build-out conditions plus the 20 cfs associated with city planned future additions.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A, B, C, D and E, incorporated and made a part hereof, the Parties agree as follows:

1. General

- 1.1 This Agreement quantifies certain contributions (property conveyance and/or cash contributions) of the CITY to be applied towards the PROJECT component of the PROGRAM and defines the roles and responsibilities between the Parties with respect to such contributions.
- 1.2 The PROJECT consists of constructing two (2) lanes in each direction from SR 161 to 54th Avenue E. and one (1) lane in each direction from 54th Avenue E. to SR 509; a new interchange at SR 161; a new diverging diamond interchange at I-5; a one-half (½) interchange at 54th Avenue E; ramp connections to SR 509; new I-5 bridges for Hylebos Creek crossing; a shared-use path; riparian restoration and wetland mitigation along Hylebos Creek and Surprise Lake Tributary; and associated utility relocations and local street vacations, as generally shown in Exhibit A hereto.

The Parties acknowledge there is sufficient capacity in the planned stormwater improvements that WSDOT will make to the Mortensen Farm property and the downstream Surprise Lake tributary channel to accommodate the City's future need for up to 20 cfs of stormwater runoff capacity. WSDOT agrees that it shall provide the CITY the right to discharge up to 20 cfs of stormwater runoff from developed areas within the City into the improvements that WSDOT will make to the Mortensen Farm property and the downstream Surprise Lake tributary channel.

- 1.3 The Parties agree to formalize the CITY's right to discharge stormwater runoff into the planned stormwater improvements and the CITY's obligations to manage said stormwater discharges into the planned stormwater improvements in a subsequent agreement.
- 1.4 This Agreement is effective upon the last date of execution of both Parties and will terminate December 31, 2037, and/or 10 years after PROJECT Completion, whichever is sooner, unless mutually agreed to extend by the Parties.

2. Payment

- 2.1 For wetland mitigation purposes in support of the PROJECT, the CITY agrees to convey to WSDOT certain real property identified as Pierce County Tax Parcel Numbers 0420084019, 0420084024, and 0420084081, all lying northerly of Westridge Parkway E and 25th Street E (e.g., Mortensen Farm property), and shown on Exhibit C hereto (the "Property"). The value of the Property appraised at \$187,500 as shown in Exhibit E. WSDOT and the City agree to a reduction in the appraised value of the property of minus 6.1% for the City's retained stormwater capacity referenced in Recital F. The value of the Property or \$187,500 less the value of the retained stormwater capacity of \$11,500 for a total of \$176,000 shall constitute a

portion of the City's contribution toward the \$500,000 local funding commitment in the MOU.

- 2.2 The City's remaining contribution of \$324,000 shall be made by either 1) in-kind value as set by appraisal for future property conveyance(s) in support of the PROJECT or 2) cash payment, where the total amount is not to exceed the \$500,000 City local funding commitment in the MOU.
- 2.3 The Parties agree that WSDOT will retain the Property for approximately 10 years after the PROJECT is completed in order to meet the permit requirements from the US Army Corps of Engineers (ACOE) and Washington State Department of Ecology (Ecology). Upon final acceptance from the ACOE and Ecology, WSDOT will convey the Property and any improvements back to the CITY by Quitclaim Deed, and/or any other form of conveyance agreed to by the Parties, as full (or part) consideration in exchange for the CITY assuming all future maintenance and operation obligations and costs required to maintain and operate the Property as an environmental mitigation site in perpetuity in accordance with RCW 47.12.370 and the Long-Term Management (LTM) Plan developed by WSDOT.
- 2.4 The agreed-upon Quitclaim Deed, or other conveyance document, transferring the Property back to the CITY will be recorded pursuant to RCW 65.08.095, will incorporate GCB 3315 by reference, and will identify the CITY'S obligations of ownership, operation, maintenance, and preservation in perpetuity of the Property in accordance with RCW 47.12.370 and the LTM Plan, and will contain a reversionary clause that restricts the use of the Property as a mitigation site consistent with the preservation and management of said lands to ensure the long-term sustainability of the natural resource.
 - 2.4.1 The LTM Plan will be developed by WSDOT, as required by the permitting agencies, for the Property to ensure that the established mitigation site is managed to protect the natural condition of the site. WSDOT will develop a draft LTM Plan that will be submitted to the US Army Corps of Engineers and Ecology for approval before the end of WSDOT's mitigation site compliance monitoring period, or by 2037, whichever is sooner. The approved LTM Plan will specify the duration of the LTM period and the frequency of site inspections and qualitative assessments of the Property. The CITY will be responsible for implementing the LTM Plan beginning at the end of WSDOT's mitigation site compliance monitoring period, or by 2037, whichever is sooner. The CITY will submit the results of the LTM inspections and assessments to the US Army Corps of Engineers and Ecology as identified in the approved LTM Plan schedule. The results of the LTM reports will include summaries of management activities the CITY has implemented as part of the on-going LTM of the Property.
 - 2.4.2 If the CITY fails to maintain the Property as required under the approved LTM Plan, WSDOT will confer with the City to remedy the situation/issue of said Property. If after 30 days' written notice by WSDOT, the City fails to remedy the issue, the City agrees to quitclaim said Property back to WSDOT.

3. Contract Administration

- 3.1 By this Agreement, the Parties do not create any separate legal or administrative entity. The WSDOT and the CITY shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

4. Dispute Resolution

- 4.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the City agree to negotiate to resolve any issues. Should such negotiations fail to produce a mutually satisfactory resolution then WSDOT and the City shall each appoint a member to a disputes board; these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. At the conclusion of the hearing, the disputes board shall issue a nonbinding decision on the resolution of the Parties' dispute. Each Party shall be responsible for its own costs and fees incurred in the dispute resolution process, and the Parties agree to share equally in the cost of the third disputes board member. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute, provided, that if the nonbinding dispute resolution hearing does not result in a mutually satisfactory resolution of the dispute, either Party may institute a legal action or proceedings in accordance with Section 6.1.

5. Indemnification

- 5.1 To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless the other Party, their respective officers, officials, employees, and/or authorized agents, while acting within the scope of their official duties as such, from any and all costs, claims, judgment, and/or awards of damages ("Claims") arising out of, or in any way resulting from, Indemnifying Party's negligent or other wrongful acts or omissions, or the negligent or other wrongful acts or omissions of its employees, agents, contractors, consultants, licensees, or invitees, while acting within the scope of their official duties, contract, license, or invitation, related to this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees and authorized agents and (b) the City, its employees, contractors, consultants, or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the other Party, its employees, contractors, consultants, and authorized agents. For this purpose, WSDOT and the CITY, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the CITY incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be

recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

6. Venue

- 6.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court.

7. Contacts and Notices

- 7.1 Contact between the Parties, including but not limited to agreement administration and notices, will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

City of Edgewood

Jeremy Metzler, Public Works Director
2224 104th Avenue E
Edgewood, WA 98372-1513
Phone: (253) 952-3299 x114
Email: jeremy@cityofedgewood.org

WSDOT

Steve Fuchs, Project Manager
PO Box 47440
Olympia, WA 98504
Phone (360) 701-9413
Email: fuchss@wsdot.wa.gov

8. Amendment

- 8.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

9. No Third-Party Beneficiaries

- 9.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

10. Audits/Records:

- 10.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years after the termination of this Agreement. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

11. Signature Authority

11.1 The CITY Mayor or his designee was authorized to execute this agreement by the CITY Council on the day of , 2021, at a regularly scheduled meeting.

12. Recording

12.1 A copy of this agreement shall be filed with the Office of the Pierce County Auditor by the City of Edgewood, and/or posted on their web sites.

13. Working Days

13.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

14. Termination

14.1 As part of its commitment in entering into the Local Funding and Phasing Memorandum of Understanding with WSDOT, the CITY will convey the Property towards the required local contribution for the PROJECT. However, if for some reason WSDOT no longer needs the Property for the PROJECT [e.g., WSDOT cancels the PROJECT], the CITY or WSDOT may terminate this Agreement by written concurrence of the other Party, and the Property shall be transferred back to the CITY.

14.1.1 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

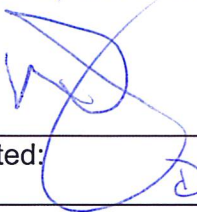
15. Applicable Law

15.1 This Agreement does not relieve either Party of any obligation under applicable law.

16. Severability

16.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

CITY OF EDGEWOOD	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date:  14 SEPT 21	Signature and Date:
Printed: DARUL EIDINGEN	Printed:
Title: Mayor	Title:
APPROVE TO FORM CITY OF EDGEWOOD	APPROVE TO FORM WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date:  9/14/2021	Signature and Date:
Printed: Ann Marie Soto	Printed:
Title: City Attorney	Title: Assistant Attorney General

GCB 3315
INTERLOCAL AGREEMENT BETWEEN
WSDOT / City of Edgewood

This Interlocal Agreement (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the City of Edgewood (CITY), each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

- A. The Parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement as part of the construction of the Puget Sound Gateway Program (PROGRAM).
- B. In 2015 the Washington State Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package.
- C. The Legislature directed that \$130 million of the \$1.875 billion PROGRAM funding is to come through local funding sources.
- D. The State Route (SR) 167 Completion Project (PROJECT) is part of the PROGRAM where WSDOT will construct a new highway from SR 161 to SR 509 as shown on Exhibit A.
- E. The CITY has entered into a Local Funding and Phasing Memorandum of Understanding (MOU) with WSDOT (Exhibit B), commencing on July 1, 2018, acknowledging that the CITY is one of eighteen (18) Local Agency Partners committed to provide matching funds/contributions commensurate with the benefits accrued from the PROJECT at a local level. The City of Edgewood's contribution is identified therein as \$500,000 "(ROW in lieu)" towards the PROJECT, which may be met through conveyance of real property (i.e., Mortensen Farm and additional suitable property) needed by the PROJECT and/or cash contributions.
- F. Herrera Environmental Consultants (Herrera) on behalf of WSDOT has performed hydraulic modeling at the request of the CITY as shown in Exhibit D titled *Mortensen Farm/Surprise Lake Tributary Hydraulic Capacity Analysis, July 12, 2018*. Herrera is a professional services firm with experience and expertise in hydraulic modeling and analysis. The analysis concludes that the stormwater improvements on the Mortensen Farm property and downstream properties will accommodate a maximum of 20 cubic feet per second (cfs) of stormwater runoff from developed areas in the City of Edgewood in a 100-year recurrence flood event in addition to PROJECT stormwater needs based on estimated 100-year recurrent runoff peak rate that occurs in the Surprise Lake Tributary creek in 2020 basin conditions. The 20 cfs of stormwater capacity retained by Edgewood represents 6.1% of 100-year peak flow of the future build out conditions per Exhibit D, Table 1. The 6.1% is the delta increase between 1) the estimated MGSFlood model results for the 100-year peak flow future build-out conditions (existing Surprise Lake Tributary flow for the existing drainage basin conditions and the increase flows associated with the new SR 167 project buildout) and 2) estimate MGSFlood model results for the 100-year peak flow for the future build-out conditions plus the 20 cfs associated with city planned future additions.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A, B, C, D and E, incorporated and made a part hereof, the Parties agree as follows:

1. General

- 1.1 This Agreement quantifies certain contributions (property conveyance and/or cash contributions) of the CITY to be applied towards the PROJECT component of the PROGRAM and defines the roles and responsibilities between the Parties with respect to such contributions.
- 1.2 The PROJECT consists of constructing two (2) lanes in each direction from SR 161 to 54th Avenue E. and one (1) lane in each direction from 54th Avenue E. to SR 509; a new interchange at SR 161; a new diverging diamond interchange at I-5; a one-half (½) interchange at 54th Avenue E; ramp connections to SR 509; new I-5 bridges for Hylebos Creek crossing; a shared-use path; riparian restoration and wetland mitigation along Hylebos Creek and Surprise Lake Tributary; and associated utility relocations and local street vacations, as generally shown in Exhibit A hereto.

The Parties acknowledge there is sufficient capacity in the planned stormwater improvements that WSDOT will make to the Mortensen Farm property and the downstream Surprise Lake tributary channel to accommodate the City's future need for up to 20 cfs of stormwater runoff capacity. WSDOT agrees that it shall provide the CITY the right to discharge up to 20 cfs of stormwater runoff from developed areas within the City into the improvements that WSDOT will make to the Mortensen Farm property and the downstream Surprise Lake tributary channel.

- 1.3 The Parties agree to formalize the CITY's right to discharge stormwater runoff into the planned stormwater improvements and the CITY's obligations to manage said stormwater discharges into the planned stormwater improvements in a subsequent agreement.
- 1.4 This Agreement is effective upon the last date of execution of both Parties and will terminate December 31, 2037, and/or 10 years after PROJECT Completion, whichever is sooner, unless mutually agreed to extend by the Parties.

2. Payment

- 2.1 For wetland mitigation purposes in support of the PROJECT, the CITY agrees to convey to WSDOT certain real property identified as Pierce County Tax Parcel Numbers 0420084019, 0420084024, and 0420084081, all lying northerly of Westridge Parkway E and 25th Street E (e.g., Mortensen Farm property), and shown on Exhibit C hereto (the "Property"). The value of the Property appraised at \$187,500 as shown in Exhibit E. WSDOT and the City agree to a reduction in the appraised value of the property of minus 6.1% for the City's retained stormwater capacity referenced in Recital F. The value of the Property or \$187,500 less the value of the retained stormwater capacity of \$11,500 for a total of \$176,000 shall constitute a

portion of the City's contribution toward the \$500,000 local funding commitment in the MOU.

- 2.2 The City's remaining contribution of \$324,000 shall be made by either 1) in-kind value as set by appraisal for future property conveyance(s) in support of the PROJECT or 2) cash payment, where the total amount is not to exceed the \$500,000 City local funding commitment in the MOU.
- 2.3 The Parties agree that WSDOT will retain the Property for approximately 10 years after the PROJECT is completed in order to meet the permit requirements from the US Army Corps of Engineers (ACOE) and Washington State Department of Ecology (Ecology). Upon final acceptance from the ACOE and Ecology, WSDOT will convey the Property and any improvements back to the CITY by Quitclaim Deed, and/or any other form of conveyance agreed to by the Parties, as full (or part) consideration in exchange for the CITY assuming all future maintenance and operation obligations and costs required to maintain and operate the Property as an environmental mitigation site in perpetuity in accordance with RCW 47.12.370 and the Long-Term Management (LTM) Plan developed by WSDOT.
- 2.4 The agreed-upon Quitclaim Deed, or other conveyance document, transferring the Property back to the CITY will be recorded pursuant to RCW 65.08.095, will incorporate GCB 3315 by reference, and will identify the CITY'S obligations of ownership, operation, maintenance, and preservation in perpetuity of the Property in accordance with RCW 47.12.370 and the LTM Plan, and will contain a reversionary clause that restricts the use of the Property as a mitigation site consistent with the preservation and management of said lands to ensure the long-term sustainability of the natural resource.
 - 2.4.1 The LTM Plan will be developed by WSDOT, as required by the permitting agencies, for the Property to ensure that the established mitigation site is managed to protect the natural condition of the site. WSDOT will develop a draft LTM Plan that will be submitted to the US Army Corps of Engineers and Ecology for approval before the end of WSDOT's mitigation site compliance monitoring period, or by 2037, whichever is sooner. The approved LTM Plan will specify the duration of the LTM period and the frequency of site inspections and qualitative assessments of the Property. The CITY will be responsible for implementing the LTM Plan beginning at the end of WSDOT's mitigation site compliance monitoring period, or by 2037, whichever is sooner. The CITY will submit the results of the LTM inspections and assessments to the US Army Corps of Engineers and Ecology as identified in the approved LTM Plan schedule. The results of the LTM reports will include summaries of management activities the CITY has implemented as part of the on-going LTM of the Property.
 - 2.4.2 If the CITY fails to maintain the Property as required under the approved LTM Plan, WSDOT will confer with the City to remedy the situation/issue of said Property. If after 30 days' written notice by WSDOT, the City fails to remedy the issue, the City agrees to quitclaim said Property back to WSDOT.

3. Contract Administration

- 3.1 By this Agreement, the Parties do not create any separate legal or administrative entity. The WSDOT and the CITY shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

4. Dispute Resolution

- 4.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the City agree to negotiate to resolve any issues. Should such negotiations fail to produce a mutually satisfactory resolution then WSDOT and the City shall each appoint a member to a disputes board; these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. At the conclusion of the hearing, the disputes board shall issue a nonbinding decision on the resolution of the Parties' dispute. Each Party shall be responsible for its own costs and fees incurred in the dispute resolution process, and the Parties agree to share equally in the cost of the third disputes board member. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute, provided, that if the nonbinding dispute resolution hearing does not result in a mutually satisfactory resolution of the dispute, either Party may institute a legal action or proceedings in accordance with Section 6.1.

5. Indemnification

- 5.1 To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless the other Party, their respective officers, officials, employees, and/or authorized agents, while acting within the scope of their official duties as such, from any and all costs, claims, judgment, and/or awards of damages ("Claims") arising out of, or in any way resulting from, Indemnifying Party's negligent or other wrongful acts or omissions, or the negligent or other wrongful acts or omissions of its employees, agents, contractors, consultants, licensees, or invitees, while acting within the scope of their official duties, contract, license, or invitation, related to this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees and authorized agents and (b) the City, its employees, contractors, consultants, or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the other Party, its employees, contractors, consultants, and authorized agents. For this purpose, WSDOT and the CITY, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the CITY incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be

recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

6. Venue

- 6.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court.

7. Contacts and Notices

- 7.1 Contact between the Parties, including but not limited to agreement administration and notices, will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

City of Edgewood

Jeremy Metzler, Public Works Director
2224 104th Avenue E
Edgewood, WA 98372-1513
Phone: (253) 952-3299 x114
Email: jeremy@cityofedgewood.org

WSDOT

Steve Fuchs, Project Manager
PO Box 47440
Olympia, WA 98504
Phone (360) 701-9413
Email: fuchss@wsdot.wa.gov

8. Amendment

- 8.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

9. No Third-Party Beneficiaries

- 9.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

10. Audits/Records:

- 10.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years after the termination of this Agreement. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

11. Signature Authority

11.1 The CITY Mayor or his designee was authorized to execute this agreement by the CITY Council on the 14 day of Sept , 2021, at a regularly scheduled meeting.

12. Recording

12.1 A copy of this agreement shall be filed with the Office of the Pierce County Auditor by the City of Edgewood, and/or posted on their web sites.

13. Working Days

13.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

14. Termination

14.1 As part of its commitment in entering into the Local Funding and Phasing Memorandum of Understanding with WSDOT, the CITY will convey the Property towards the required local contribution for the PROJECT. However, if for some reason WSDOT no longer needs the Property for the PROJECT [e.g., WSDOT cancels the PROJECT], the CITY or WSDOT may terminate this Agreement by written concurrence of the other Party, and the Property shall be transferred back to the CITY.

14.1.1 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

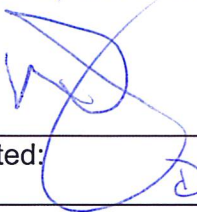
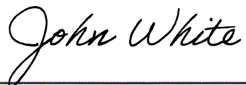
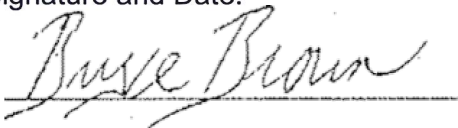
15. Applicable Law

15.1 This Agreement does not relieve either Party of any obligation under applicable law.

16. Severability

16.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

CITY OF EDGEWOOD	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date:  14 SEPT 21	Signature and Date: 
Printed: DARUL EIDING	Printed: John H. White 09/20/21
Title: mayor	Title: Program Administrator
APPROVE TO FORM CITY OF EDGEWOOD	APPROVE TO FORM WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date: 	Signature and Date: 
9/14/2021	
Printed: Ann Marie Soto	Printed: BRYCE BROWN 9-16-21
Title: City Attorney	Title: Assistant Attorney General

RESOLUTION NO. 21-0560

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATED TO THE PUGET SOUND GATEWAY PROGRAM AND PROPERTY CONVEYANCE FOR THE SR 167 COMPLETION PROJECT.

WHEREAS, as part of the Washington State Department of Transportation (“WSDOT”) Puget Sound Gateway Program, WSDOT is undertaking the State Route (“SR”) 167 Completion Project which entails construction of a new highway from SR 161 to SR 509; and

WHEREAS, the City, as a local agency partner, has committed to providing matching funds or other contributions commensurate with the benefits received by the City as a result of the project; and

WHEREAS, as part of its commitment, the City will convey the property known as Mortensen Farm towards the required local contribution for the project, identified as Pierce County Tax Parcel Numbers 0420084019, 0420084024, and 0420084081, with said property ultimately being reconveyed to the City for continued maintenance and preservation after completion of the project; and

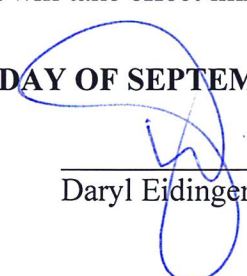
WHEREAS, the Parties desire to memorialize the terms and conditions related to said property conveyance;

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

Section 1. Agreement Authorized. Upon concurrence by WSDOT, the Mayor is authorized to execute the interlocal agreement with the Washington State Department of Transportation related to property conveyance for the SR 167 Completion Project, 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 14TH DAY OF SEPTEMBER, 2021



Daryl Eidinger, Mayor

ATTEST:



Rachel Pitzel, CMC
City Clerk

Exhibit A
Interlocal Agreement Between WSDOT / City of Edgewood