



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, March 17, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Discussion - Development Review

B. Discussion/Review - Uniform Policy

C. Discussion - Windmill

D. Discussion/Review - Ordinance - Lease of Public Property

E. Discussion/Review - Resolution - McKinstry HVAC Contract

F. Discussion - IT Contracts/Needs

G. Discussion - Interim Zoning

3. OTHER COUNCIL ITEMS

4. ADJOURN

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

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Development Review	Agenda Item #: 2.A
	For Agenda of: 3/17/2020
	Prepared by: James Tumelson
Attachments (list): 1. 2020 February Permit Tally	
Approval of Materials: James Tumelson Rachel Pitzel 3/13/2020 Dave Gray 3/13/2020 Daryl Eidinger 3/13/2020	Expenditure Required:
	Amount Budgeted:
	Timeline:

Summary Statement:

The City's Community and Economic Development (CED) Department is entrusted by City Council, Edgewood citizens, and the State of

Washington to provide growth management and development review, neighborhood preservation and revitalization, property inspection and maintenance, and other programs and business development services necessary to ensure the healthy, safety, and quality of life of Edgewood residents. To carry out these responsibilities, the CED staff members perform numerous customer interactions, code interpretations, permitting functions, project reviews, on-site inspections, and multiple other functions.

Rotating turns between the Planning division and the Building division, each month a member of CED will present statistics and trends and also provide their analysis on the state of development in Edgewood.

Item History:

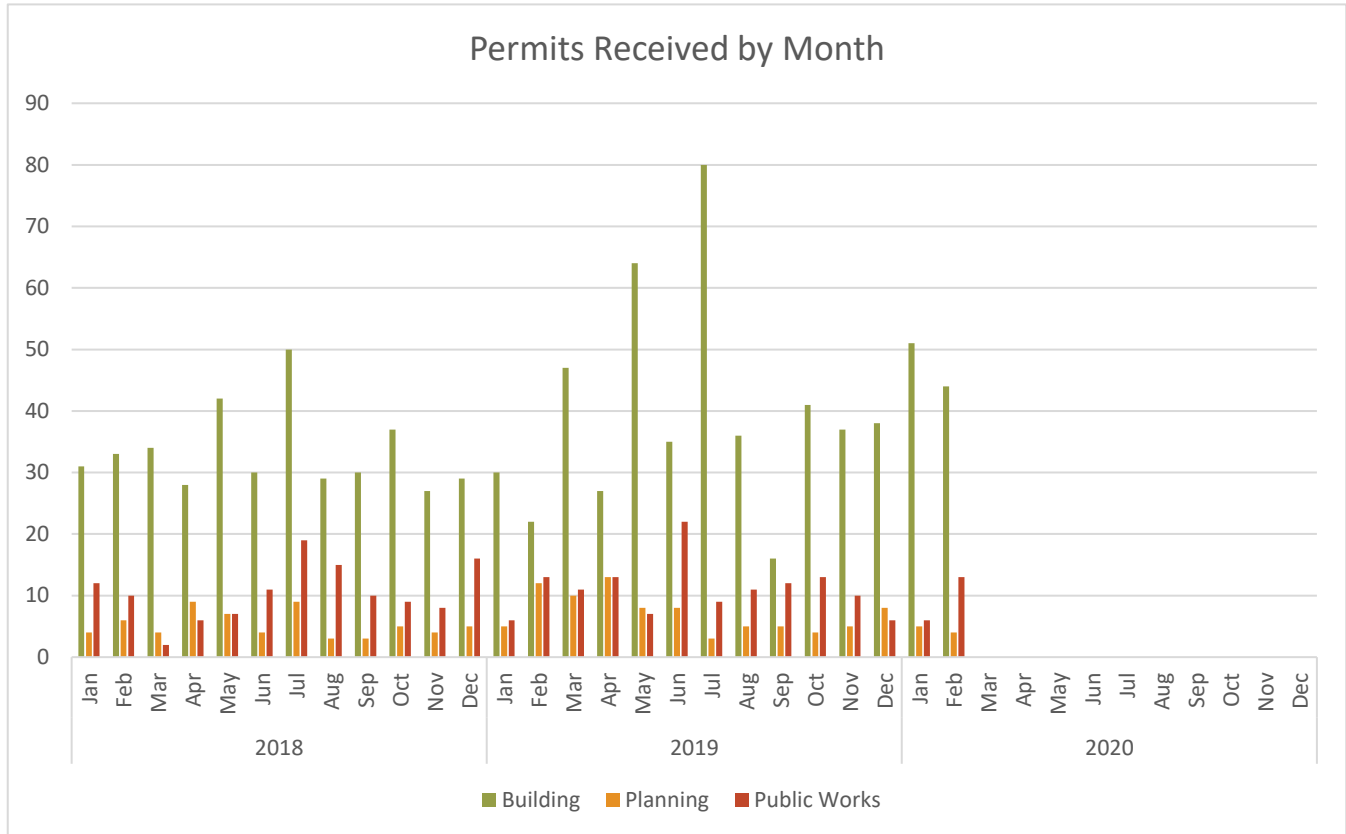
Recommended Action:

Presentation Only

Fiscal Note/Consideration:

Feb 2020

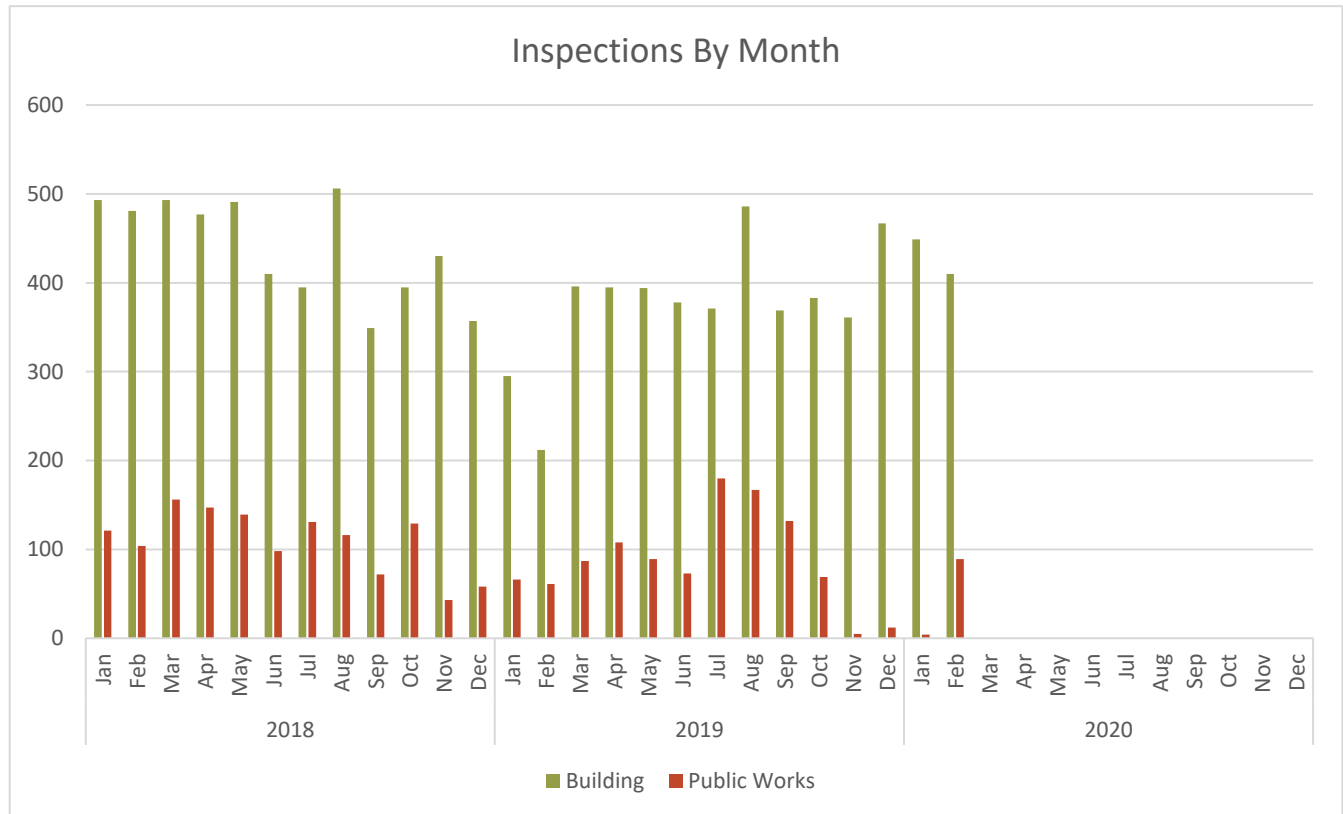
City of Edgewood Monthly Development Report



Permits	Building		Planning		Public Works	
	Received	Issued	Received	Issued	Received	Issued
Feb 2020	44	25	4	2	13	13
Feb 2019	22	32	12	3	13	14
Feb 2018	33	25	6	0	10	4
Average 2020	48	29	5	2	10	9
Average 2019	39	38	7	6	11	10
Average 2018	33	32	5	2	10	7
YTD 2020	95	58	9	4	19	18
YTD 2019	52	63	17	4	19	22
YTD 2018	64	55	10	0	22	9
	Building		Planning		Public Works	
	Month	Received	Month	Received	Month	Received
Highest Month 2020	Jan	51	Jan	5	Feb	13
Highest Month 2019	Jul	80	Apr	13	Jun	22
Highest Month 2018	Jul	50	Apr	9	Jul	19

Feb 2020

City of Edgewood Monthly Development Report



<i>Inspections</i>	Building		Public Works	
Feb 2020	410		89	
Feb 2019	212		61	
Feb 2018	481		104	
Average 2020	430		47	
Average 2019	376		87	
Average 2018	440		110	
YTD 2020	859		93	
YTD 2019	507		127	
YTD 2018	974		225	
	Building		Public Works	
	Month	Insp.	Month	Insp.
Highest Month 2020	Jan	449	Feb	89
Highest Month 2019	Aug	486	Jul	180
Highest Month 2018	Aug	506	Mar	156



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion/Review - Uniform Policy	Agenda Item #: 2.B
	For Agenda of: 3/17/2020
	Prepared by: Jennifer Bartelson
Attachments (list): 1. IAAC - Uniforms (Allotment)	
Approval of Materials: Jennifer Bartelson Rachel Pitzel 3/13/2020 Dave Gray 3/13/2020 Daryl Eidingen 3/13/2020	Expenditure Required: \$500 per PW Maintenance Employee (Annually) \$300 per Field Employee (Annually) Amount Budgeted: Timeline:

Summary Statement:

In an effort to make staff identifiable to the public as well as recognizing the importance of safety for employees, a uniform policy is being proposed. Currently the City contracts with Cintas to provide uniform items to certain work groups. The current Cintas contract expires on June 20th. After discussion with staff, a yearly monetary allotment is preferred along with safety vests with a city logo provided by the City. There will also be a cost savings to the City by implementing the allotment and no longer contracting with Cintas.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion/Review - Uniform Policy

Fiscal Note/Consideration:

IAAC (INTERNAL ACCOUNTING & ADMINISTRATIVE CONTROLS)

IAAC NO. _____

Revised: March 2020

Approved:

City Provided Personal Protective Equipment (PPE) and Clothing

Purpose: Recognizing the importance of safety for its employees, the City of Edgewood provides staff with Personal Protective Equipment (PPE) to ensure employees have needed safety equipment. An annual clothing allotment is also provided to certain identified employees.

Personal Protective Equipment (PPE)

Personal Protective Equipment (PPE) is equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses and may include items such as gloves, safety glasses and shoes/boots, earplugs or muffs, hard hats, respirators, and/or coveralls, vests and full body suits. Employees whose jobs require this type of equipment/protection will be provided items as needed. Necessary PPE will be purchased with supervisor approval using city funds.

In an effort to make Public Works (PW) maintenance employees identifiable to the public as City of Edgewood staff and to ensure employee safety, the city will provide ANSI Class 2 rated safety vests with a city logo. Additional safety vests with city logos will be available in a common area for use by all other staff.

Clothing

All employees will be provided with an option of either a water-resistant or enhanced visibility jacket with a city logo which is eligible for replacement every three years. If a jacket becomes damaged while in the performance of assigned job duties, a determination will be made to either replace or repair the jacket.

Allotment

PW Maintenance Employees

An annual monetary allotment of \$500 will be given to maintenance employees to be applied towards the purchase of clothing and/or other supervisor-approved apparel.

Field Employees

An annual monetary allotment of \$300 will be given to field employees to be applied towards the purchase of clothing and/or other supervisor-approved apparel.

Employee uniform clothing purchased through an advance or reimbursement that can be worn as street clothing (outside of work) shall be taxable income to the employee in accordance with the Internal Revenue Service rules.

The allotment will be applicable for the calendar year January 1–December 31 and will be applied on the first paycheck following their start date and on the first paycheck of the year every year thereafter. Employees who are hired after the first of the year will receive a prorated amount based upon their hire date.

Workplace Attire Requirements

Supervisors and managers will determine appropriate dress code requirements for their work groups and will communicate these to their employees.

Employees who are in the field for any length of time will need to identify themselves as a City of Edgewood employee by wearing a City of Edgewood vest, jacket, or hat and employee badge.

Employees in every workgroup are expected to come to work in clothes that are professional and appropriate for the job. Pants, shirts, and jackets shall be free of holes, stains, and inappropriate language/images. Shirts will be free of logos. Failure to follow these requirements may result in disciplinary action.

Outside of work

Uniform items provided by the city (anything with a city logo) may not be worn by the employee when off duty, except when the employee is in the process of commuting to and from work, or at a work-related function. If an employee is found to be wearing anything with a City of Edgewood logo outside of work hours in a public place, like in a bar, restaurant, or at a public event on personal time, this may result in disciplinary action.

End of Employment

All clothing bearing the city logo is considered city property and must be returned upon the end of employment with the city. If the items are not returned, the city may pursue reimbursement.

Definitions

PW Maintenance Employee – Position that requires the employee to spend most to all of their time in the field performing physical work where the wear and tear on clothing is more significant than other positions and high visibility clothing is required for safety. There is also a need for recognition as a city employee (with a city logo) when in the public.

Field Employee – Position that requires the employee to spend a majority of their time in the field where public contact often occurs but the physicality of the role is not as intense. There is also a need for recognition as a city employee (with a city logo) when in the public.

Office Employee – Position that requires the employee to spend a majority of their time in the office and where the employee infrequently or rarely makes field visits. There is a need, however, for recognition as a city employee (with a city logo) if/when in the public.

PW Maintenance Employees:

Field Supervisor
Parks Maintenance Lead
PW Maintenance Tech I/II

Field Employees:

PW Superintendent
Building Inspector/Plans Examiner
Code Compliance Specialist
Combination Inspector
Engineering Tech
ROW Inspector



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Windmill	Agenda Item #: 2.C
	For Agenda of: 3/17/2020
	Prepared by: Jeremy Metzler
Attachments (list):	
Approval of Materials: Jeremy Metzler Rachel Pitzel 3/11/2020 Dave Gray 3/13/2020 Daryl Eidingen 3/13/2020	Expenditure Required: To be determined Amount Budgeted: N/A Timeline: N/A

Summary Statement:

The historic Nyholm Windmill has been a fixture in the Edgewood community for many decades. Originally located at the intersection of Jovita and Meridian, a volunteer group was formed in the 1970's and relocated the windmill to its current home on the East Pierce Fire & Rescue (EPFR) property across Meridian from the City Hall campus. It is staff's understanding that the windmill group currently holds a long-term lease with EPFR, and the current plan to renovate the EPFR property includes retention of the windmill at this location.

Since the City's purchase of the property at 36th & Meridian in 2005, there have been conversations about relocating the windmill to this new Community Park site. Accordingly, the Phase One Design effort has purposely set aside an area in the southwest corner of the property for future siting. The cost to move the windmill to this location is currently unknown, and the windmill group expects this cost to be prohibitive.

With the park's construction planned for later this year, now appears to be the time to revisit this discussion and consider formalizing the City's interest in the Nyholm Windmill.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction regarding the windmill.

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion/Review - Ordinance - Lease of Public Property	Agenda Item #: 2.D
	For Agenda of: 3/17/2020
	Prepared by: Dave Gray
Attachments (list): 1. ORD - Adopting EMC Ch. 12.18	
Approval of Materials: Dave Gray Rachel Pitzel 3/13/2020 Dave Gray 3/13/2020 Daryl Eidinger 3/13/2020	Expenditure Required: Other than the cost of producing the ordinance there should be no cost to the City. The fee schedule should be amended to incorporate the cost of negotiating and executing a lease of public lands for private use. Amount Budgeted: There is no budgeted expenditure other than the 2020 standing budget item for outside contract legal counsel. Timeline: 03/17/2020 Study Session Review & Council Discussion

Summary Statement:

The City does not currently have code covering the leasing of public lands for siting telecommunications equipment on public property (excluding rights of way). This ordinance would make a provision, including a public hearing, for leasing public property for communication equipment.

Item History:

The community has long suffered poor cell service in large portions of the City. Recent interest by cellular companies has brought a possibility the city could greatly increase coverage. One of the primary sites selected in on City property.

Recommended Action:

If the Council is of the mind to allow siting of communications equipment to improve citywide coverage of cellular coverage and traffic, recommend the Mayor bring the ordinance back to either further study session discussion or to a Regular Council meeting for action.

Passage of this ordinance does not enable any individual cellular company assurance they will be allowed to site their infrastructure on public lands within the City. It allows for a process to plan, review, negotiate and contract with the City for such an ability.

Fiscal Note/Consideration:

In general, leasing public lands for private use such as siting communications equipment requires compensation be paid to the public commiserate with such use.

ORDINANCE NO. 20-xxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO LEASES OF PUBLIC PROPERTY; ADOPTING A NEW CHAPTER 12.18 OF THE EDGEWOOD MUNICIPAL CODE ENTITLED “LEASES OF PUBLIC PROPERTY;” PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood (“City”) has received inquiries as to potential siting of telecommunications facilities on City owned property; and

WHEREAS, the City wishes to establish a process for application, evaluation, and negotiation of leases for public property; and

WHEREAS, pursuant to RCW 35A.11.020, the City Council of the City of Edgewood is vested with powers over the acquisition, ownership, improvement, maintenance and protection of public ways and real property of all kinds;

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

Section 1. New EMC Chapter 12.18 (Leases of Public Property) Adopted. A new Edgewood Municipal Code (“EMC”) Chapter 12.18, entitled “Leases of Public Property,” is hereby adopted as set forth in Exhibit A, attached hereto and by this reference fully incorporated herein.

Section 2. 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 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force five (5) days after publication, as provided by law.

PASSED BY THE CITY COUNCIL ON THE __ DAY OF _____, 2020

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC

City Clerk

APPROVED AS TO FORM:

Interim City Attorney, Ann Marie Soto

Date of Publication:

Effective Date:

Exhibit A

CHAPTER 12.18 LEASES OF PUBLIC PROPERTY

Sections:

- 12.18.010 Facilities Lease.**
- 12.18.020 Application for lease required.**
- 12.18.030 Determination by the City.**
- 12.18.040 Rights Granted Under Facilities Lease.**
- 12.18.050 Interference with Other Users.**
- 12.18.060 Compensation to the City.**
- 12.18.070 Amendment of Facilities Lease.**
- 12.18.080 Renewal of Facilities Lease.**
- 12.18.090 Standards for Renewal of Facilities Leases.**
- 12.18.100 Obligation to Cure as a Condition of Renewal.**

12.18.010 Facilities Lease.

A. Facilities Leases are required before any person, firm, corporation, company, enterprise or entity ("Person") shall commence or permit any other person, firm, or corporation to utilize the unopened or unused public ROW, public parks, or other City owned public property for long-term private benefit or use.

B. The City Council may, in its sole discretion which is hereby reserved, approve Facilities Leases ("Facilities Leases" or "Leases") for the location of Telecommunications facilities or similar facilities upon City property. Neither this section, nor any other provision of this Chapter shall be construed to create an entitlement or vested right in any Person or entity of any type, regardless of whether or not a lease application has been submitted to or accepted by the City. Each Person who utilizes Telecommunications facilities upon City property (including, but not limited to, Persons who locate or collocate) must first obtain a Facilities Lease from the City. If the City property is located within the public ways or other ways, the Applicant must also obtain a Master Use Permit pursuant to EMC Chapter 12.08, which may occur concurrently with the request for a Facilities Lease.

C. "Telecommunications facilities" means all of the plant, equipment, fixtures, appurtenances,

antennas, electronics, radios and other facilities necessary to furnish and deliver Telecommunications services, including, but not limited to, poles, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults and all attachments, appurtenances and appliances necessary or incidental to the transmission, reception, distribution, provision, offering and use of Telecommunications Services, as that term is defined in EMC 12.08.020(U).

12.18.020 Application for Lease Required.

A. Any Person that desires to solicit the City's approval of a Facilities Lease pursuant to this Chapter shall file an application with the City which shall include the following:

1. The identity of the applicant, including all affiliates of the applicant;
2. A description of the services that are or will be offered or provided by the applicant through its facilities;
3. A description of the Telecommunications facilities or other equipment proposed to be located upon City property;
4. A description of the City property upon which the Applicant proposes to locate Telecommunications facilities or other equipment;
5. Preliminary plans and specifications in sufficient detail to identify:
 - a. the location(s) of existing Telecommunications facilities or other lines or equipment upon the City property;
 - b. The location and source of electric and other utilities, including fiber, required for the installation and operation of the proposed Telecommunications facilities;
 - d. Details for raceway separation inside pole, foundation, junction box and equipment attachment and wiring information;
 - e. Photometric analysis of roadway and sidewalk 150 feet upstream and downstream of existing light if new location is proposed. Construction method of limiting down time of existing street light if existing location is proposed;
 - f. The type and location (horizontally and vertically) of all existing utilities (electrical, communication, water, sewer, stormwater, etc.) within 50 feet of the proposed project area (which the project area shall include the location of the fiber source and power source). Further, the Applicant shall include all existing and proposed improvements related to the proposed location, including but not limited to poles, driveways, ADA ramps, equipment cabinets, street trees and structures within 50 feet from the proposed project area;
 - g. A photo rendering of the proposed Telecommunications facility superimposed on an elevation view of the existing City property; and
 - h. A preliminary construction schedule and completion date.
4. Accurate scale conceptual drawings and diagrams of sufficient specificity to analyze the aesthetic impacts of the proposed Telecommunications facilities or other equipment;
5. Evidence demonstrating that the Applicant has received all of the necessary zoning and land use permits and approvals from the City or evidence that complete applications for such permits and approvals have been submitted to the City and that the proposed Telecommunications facility meets all applicable zoning and land use codes. This requirement shall not apply to Applicants applying for small wireless facilities on city-owned poles;

6. Financial statements prepared in accordance with general accepted accounting principles demonstrating the applicant's financial ability to construct, operate, maintain, relocate and remove the facilities.

7. Such other and further information as may be reasonably requested by the City; and

8. An application fee for City review costs.

12.18.030 Determination by the City.

The City Council shall hold a public hearing on proposed Facilities Leases. In the event that a Lease is approved by the City Council for a Telecommunications Facility or other facility on City property and the zoning and land use permits for the Telecommunications facility or other facility are denied or subsequently revoked by the City, the Applicant's rights under the Lease shall terminate simultaneously with the denial or revocation.

12.18.040 Rights Granted Under Facilities Lease.

No Facilities Lease entered into under this chapter shall convey any right, title or interest in the underlying public property, but shall be deemed a permit only to use and occupy the right-of-way for the limited purposes and term stated in the permit. Further, no Facilities lease shall be construed as any warranty of title.

12.18.050 Interference with Other Users.

No Facilities Lease shall be granted under this Chapter unless it contains a provision which provides that: the City shall not be responsible for interference with the lessee's Telecommunications facilities caused by the electronics equipment of the City or any senior lessee; that a lessee may cancel its Lease if such interference cannot be remedied; that the lessee has an obligation to cooperate with other users to remedy interference; that a lessee may not cause interference with the equipment of the City or of senior lessees, provided such equipment is lawfully installed and properly operated; and, that the lessee shall remedy interference caused to radio or television equipment in the vicinity of the subject property.

12.18.060 Compensation to the City.

Each Facilities Lease granted under this Article is subject to the City's right, which is expressly reserved, to fix a fair and reasonable compensation to be paid for the rights granted to the lessee; provided, nothing in this Chapter shall prohibit the City and a lessee from agreeing to the compensation to be paid.

12.18.070 Amendment of Facilities Lease.

Except as provided within a specific Lease agreement, a new lease application and Lease agreement shall be required of any Telecommunications provider or other entity that desires to expand or relocate its Telecommunications facilities or other equipment located upon City property. Further, all Lease amendments must obtain City Council approval, unless such authority is delegated to the Public Works Director.

12.18.080 Renewal of Facilities Lease.

A lessee that desires to renew its Facilities lease under this chapter shall, not more than 180 days nor less than 90 days before expiration of the current Facilities Lease, file an application with the City for renewal of its Facilities lease, which shall include the following:

- A. The information required in EMC 12.18.020;
- B. Any information required pursuant to the prior Facilities Lease between the City and the lessee;
- C. All deposits or charges required pursuant to this Chapter;
- D. An application fee which shall be set by the City Council by resolution and any deposits or charges established by resolution, ordinance, or franchise.

12.18.090 Standards for Renewal of Facilities Leases.

The City Council shall make a decision on whether to renew a Facilities Lease based upon, but not limited to, the following standards:

- A. The financial and technical ability of the applicant;
- B. The continuing capacity of the public property to accommodate the applicant's existing facilities;
- C. The applicant's compliance with the requirements of this chapter and the expired Facilities Lease;
- D. Such other factors as may demonstrate that the continued grant to use the public property will serve the community interest.

12.18.100 Obligation to Cure as a Condition of Renewal.

No Facilities Lease shall be renewed until any ongoing violations or defaults in the lessee's performance of the Lease agreement, or of the requirements of this Chapter and any other lawful applicable regulations relating to the use and management of City property, have been cured, or a plan detailing the corrective action to be taken by the lessee has been approved by the City.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion/Review - Resolution - McKinstry HVAC Contract	Agenda Item #: 2.E
	For Agenda of: 3/17/2020
	Prepared by: Dave Gray
Attachments (list):	
Approval of Materials: Dave Gray Rachel Pitzel 3/13/2020 Dave Gray 3/13/2020 Daryl Eidingen 3/13/2020	Expenditure Required: The base ordinary maintenance contract annual fee is \$13,371. This is compared to \$24,121 per the prior maintenance contract with TCMS. Note the TCMS contract covered all repair expenditures, which are charged by McKinstry in addition per the State Contract. Amount Budgeted: \$25,000 Annual Timeline: 03/17/2020 SS Discussion 03/24/2020 RCM Action

Summary Statement:

The City has used TCMS for HVAC service and maintenance since incorporation. We have recently been having difficulty with communicating our displeasure with the service, specifically with the new control system operation within most of the City Hall facility. As their contract was expiring on January 31, 2020, the City decided to go out to bid. During the bid option period, the City learned McKinstry Company, a regional HVAC company with a well known reputation for excellence in service, had executed a Washington State Department of Enterprises Master Contract. This allows the City the ability to "piggyback" on the State contract without bidding. McKinstry did a survey of City Hall and provided a detailed list of the condition of the system maintained by TCMS since the facility came on line in 2009. It was not good. After reviewing their recommendations to address complaints staff has over the HVAC, receiving McKinstry's scope of work and base fee, the staff recommends executing a contract under the Master Contract for a three year initial period. This contract can be cancelled any month by notice to McKinstry by the City.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion/Review - Resolution - McKinstry HVAC Contract

Fiscal Note/Consideration:

The base contract is approximately \$10,750 less than the TCMS contract. The McKinstry contract does not include the cost of repairs, which initially may be a higher combined cost. staff feels the McKinstry service will provide a better operating environment at City Hall and be less cost over time.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - IT Contracts/Needs	Agenda Item #: 2.F
	For Agenda of: 3/17/2020
	Prepared by: Matthew Ray
Attachments (list): - SeeClickFix Resolution - Edgewood + SeeClickFix - Proposal V2 - A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CDWG TO ENROLL IN AN ENTERPRISE AGREEMENT - SeeClickFixTerms - City of Edgewood_G1_3.3.2020 - NetNew EA Signiture Form - NetNew EA Sub250 Amendment_FINAL - City of Edgewood Washington NetNew EA Enrollment Form_FINAL - City of Edgewood Washington NetNew EA PSF_FINAL	
Approval of Materials: Matthew Ray Rachel Pitzel 3/13/2020 Dave Gray 3/13/2020 Daryl Eidinger 3/13/2020	Expenditure Required: <u>SeeClickFix:</u> \$6,000 plus tax in 2019 and \$5,000 plus tax annually <u>Microsoft:</u> \$9,000 plus tax in 2019 and \$9,000 plus tax and any additional licenses we purchase in 2021 and 2022. Amount Budgeted: <u>SeeClickFix:</u> \$8,000 <u>Microsoft:</u> \$25,000 Timeline: 03/17/2020 - SS Discussion 03/24/2020 - RCM Tentative Action

Summary Statement:

IT is bringing two brief items forward for discussion:

1. SeeClickFix: This is a 311 - Style inbox that connects the public service requests to staff and is powered by the same company that is producing our new website. In brief it allows citizens to send in a request via: Internet, App, phone, Twitter or Facebook typically by snapping a picture of their concern. Staff can then address the issue and the citizen will be notified of the fix. In addition it provides staff with an executive dash board to track location and response times.
2. Microsoft: This agreement is for Microsoft Licensing and in its first year will cover exchange (email) for

staff, council and board members. (roughly 85 accounts) In year two and three we will slowly be shifting our operating system and office licensing from stand alone purchases to this agreement. This allows us to upgrade version's of Microsoft products instead of having to repurchase them.

Item History:

2. Microsoft: From 2012 - 2019 we purchased these licenses from Fife who in turn had an enterprise agreement with Microsoft.

Recommended Action:

Hold a discussion and provide staff guidance regarding each of these items.

Fiscal Note/Consideration:

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CIVICPLUS TO SUBSCRIBE TO SEECCLICKFIX

WHEREAS, the City Council and staff has identified a need for a 311 app based reporting system to promote citizen engagement; and

WHEREAS, SeeClickFix is now part of the CivicPlus family; and

WHEREAS, the City has standardized on the CivicPlus platform to provide website, emergency notification and agenda management,

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

Section 1. Authorize the Mayor to execute a recurring annual product subscription with CivicPlus for the SeeClickFix platform to provide a complete suite of web, iOS and Andriod applications to manage our service requests in an amount not to exceed \$7,000.

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

ADOPTED THIS XX DAY OF MARCH, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



Statement of Work

CivicPlus
302 S 4th Street
Manhattan, KS 66502

Prepared for:

Matthew Ray
IT Manager
Edgewood, Washington, City
matthew@cityofedgewood.org
(253) 392-2562

Prepared by:

Andrew Shetty
andrews@seeclixfix.com
2033496685



Prepared for:
Matthew Ray
Edgewood, Washington, City
matthew@cityofedgewood.org
(253) 392-2562

Prepared by:
Andrew Shetty
Account Executive
andrews@seeclickfix.com
2033496685

Issue Date: 2/28/2020
Pricing Expires: 3/31/2020

RECURRING ANNUAL PRODUCT SUBSCRIPTIONS		Quantity
SeeClickFix Users	SeeClickFix gives your organization a complete suite of web, iOS and Android applications to efficiently manage your services and communications. • SeeClickFix-branded iOS and Android Apps for Citizens and Officials • Embeddable Web App • Request Workflows and Communication Tools • Powerful Mapping & Analytics • Alerts and Notices with Email and Push Notifications • User Permissions and Roles • Work Orders and Budgeting Templates • Resources for Tracking Time and Materials	5
TOTAL ANNUAL SUBSCRIPTION FEES		\$5,000.00
ONE TIME SERVICES		Quantity
Account Configuration & Training		1
TOTAL ONE TIME SERVICE FEES		\$1,000.00
TOTAL FEES		
Initial Term of Contract		12 Months
DUE AT CONTRACT SIGNING		\$6,000.00

Annual Fee is subject to 5% annual technology uplift in subsequent renewal years, starting with the second renewal year.

The undersigned has read and agrees to the following Terms and Conditions, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date: <https://legal.seeclickfix.com/terms-and-conditions-cp/>

CivicPlus

Edgewood, Washington, City

Name

Name

Title

Title

Date

Date

Signature

Signature

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CDWG TO ENROLL IN AN ENTERPRISE AGREEMENT WITH MICROSOFT FOR SOFTWARE LICENSING

WHEREAS, the City of Edgewood uses Microsoft Software and is moving to the Microsoft Government Cloud with its email; and

WHEREAS, an Enterprise Agreement allows us to size our licensing to our ever growing organization while remaining in compliance; and

WHEREAS, the agreement has been pre bid by the department of Enterprise services under the NASPO contract,

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

Section 1. Authorize the Mayor to execute an three year Enterprise agreement with CDW-G to license our Microsoft software needs.

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

ADOPTED THIS XX DAY OF MARCH, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

CivicPlus Terms and Conditions, SeeClickFix Services

These Terms and Conditions, inclusive of the Scope of Work ("the SOW") to which they are inextricably linked (collectively referred to as this "Agreement"), will apply as of the Effective Date (the date of signature specified in the SOW) to the customer signing the SOW ("Customer") in relation to CivicPlus, LLC a Kansas limited liability company, located at 302 S 4th Street, Manhattan, KS 66502 ("CivicPlus") (individually referred to as "Party" and collectively the "Parties"). WHEREAS, the Customer desires that CivicPlus provide certain software services as described in the SOW. WHEREAS, CivicPlus desires to deliver such software services under these terms and conditions.

- **A. Term and Termination**

1. CivicPlus and the Customer will implement the SeeClickFix services described in the SOW (the "Services") as soon as reasonable. These Terms and Conditions will apply throughout the SOW-specified period following the Effective Date and be automatically renewed on an annual basis each succeeding year (the "Term"), and ~~shall include changes to these Terms and Conditions which may be enacted by CivicPlus alone.~~ Should either Party decide not to extend the term, such Party must notify, in writing, the other Party at least 90 days prior to the end of the current
2. Termination for Cause. If either Party fails to perform any of its material obligations under these Terms and Conditions and does not cure such failures within thirty (30) days after being given written notice specifying the nature of the failure, then the non-defaulting Party may, by giving written notice to the other Party, terminate all services as of the date specified in such notice of termination.
3. Upon termination of this Agreement, the licenses granted to Customer by Section D.3, below, will terminate; customer shall cease all use of the CivicPlus Material and the Services listed in the SOW.
4. The following Sections and any payment obligations hereunder shall survive any expiration or termination of service: A(4), D, E, G and H (except H.4).

- **B. Invoicing and Payment Terms**

1. Invoices for the Services will be sent electronically to the individual/entity designated in the SOW and Contact Sheet provided to Customer, which is to be filled out and submitted by Customer. Customer shall provide accurate, current and complete information of Customer's legal name, address, email address, and phone number, and maintain and promptly update this information if it should change. CivicPlus will email all invoices to the email address designated in the Contact Sheet. Upon request CivicPlus will mail invoices, and Customer will be charged a \$5.00 convenience fee.
2. Payment is due 30 days from date of invoice. Unless otherwise permitted by law, a finance charge of 1.5% per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
3. If Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, annual hosting services will be discontinued and the Customer's Services will no longer be active until the Customer's account is made current. Customer will be given 30 days' notice prior to discontinuation of the Services for non-payment.
4. CivicPlus passes through sales tax in those jurisdictions where such tax is required. If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owned by Customer under this Agreement will not be taxed. If the Customer's state taxation laws change, the Customer will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Customer for past due taxes.

- **C. Services of CivicPlus**

1. CivicPlus will provide, on a hosted, software-as-a-service basis, access to the Services described in the SOW, via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-

emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos ("User Content"). While the content of users of the Software is governed by CivicPlus's published Terms of Use and Privacy Policy, CivicPlus may not be able to control the exact nature of the User Content. CivicPlus reserves the right, not the obligation, to edit User Content. Although CivicPlus may from time to time make enhancements or bug fixes to the Software, it is under no obligation to make any particular modifications, enhancements or bug fixes.

2. *Service Uptime*. CivicPlus shall use all reasonable commercial efforts to ensure that the Service is available 99.9% of the time in any three month period (excluding scheduled maintenance).

- **D. Ownership**

1. CivicPlus shall be the sole and exclusive owner of any and all software, materials or other original works created by or licensed to CivicPlus prior to the execution of the SOW ("CivicPlus Materials"), including the Software and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under U.S.C. Title 17 and Title 35, respectively) by whomever developed or created them. No ownership of any CivicPlus Materials including the Software or the Intellectual Property Rights in and to them shall be transferred to the Customer. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.
2. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Materials in any way; (ii) modify or make derivative works based upon any CivicPlus Materials; (iii) create internet "links" to the CivicPlus Materials or the Software or "frame" or "mirror" the administrative access to the CivicPlus Materials on any other server or wireless internet-based device; or (iv) reverse engineer or access any CivicPlus Materials in order to (a) build a competitive product or service,

(b) build a product using similar ideas, features, functions or graphics of any CivicPlus Materials, or (c) copy any ideas, features, functions or graphics of any CivicPlus Materials.

3. Provided Customer complied with the terms and conditions herein, the SOW, the Terms of Use and Privacy Policy and the license restrictions set forth in Section D.2, CivicPlus hereby grants Customer a limited nontransferable, nonexclusive, license to access and use the CivicPlus Materials associated with any valid and effective SOW, for the Term of the SOW.

- **E. Exclusions of Warranties and Limitations of Liability**

1. CIVICPLUS MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO CUSTOMER, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, SOFTWARE, CIVICPLUS MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER CIVICPLUS NOR THE CUSTOMER SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY CIVICPLUS FROM THE CUSTOMER FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR \$5,000 WHICHEVER IS LESS.
2. CivicPlus will not be liable for any act, omission, negligence or defect in the quality of service of any underlying carrier, licensor or other third party service provider whose facilities or services are used in furnishing any portion of the Services received by the Customer.

CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf.

- **F. Customer's Responsibilities**

1. CivicPlus will provide the Services and manage the Customer data and content in compliance with the [SeeClickFix Data Retention Policy](#) and [Terms of Use](#). Customer understands and agrees that it has sole discretion over the solicitation, collection, storage or other use of end-users' personally identifiable information, including sharing with third parties, on any of the Services provided by CivicPlus and CivicPlus discourages the solicitation and collection of any end user personally identifiable information. Customer further understands and agrees that Customer is solely responsible for the use or storage of end-users' personally identifiable information in connection with the Services or the consequences of the solicitation, collection, storage, or other use by the Customer or by any third party of personally identifiable information.
2. To the extent it may apply to any of the Services or deliverables of the SOW, user logins are for designated individuals chosen by Customer ("Users") and cannot be shared or used by more than one User. Customer will be responsible for the confidentiality and use of User's passwords and usernames. Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer data, and all other data of any kind contained within emails or otherwise entered electronically through the Services, CivicPlus Materials, or under Customer's account. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Materials and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Materials and any loss or theft or unauthorized use of any User's password or username and/or personal information.

3. Customer shall comply with all applicable local, state, and federal laws, ordinances, regulations, and conventions in connection with its use of the Services or any CivicPlus Materials.

- **G. Arbitration, Governing Law and Venue**

~~1. The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a Party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with these Terms and Conditions shall be referred to arbitration for final and binding resolution. Either Party to these Terms and Conditions may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the non-filing Party is located. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each Party specifically agrees and acknowledges that this Section G is a material term of these Terms and Conditions and acknowledges that it would not enter into these Terms and Conditions in the absence of this Section G. Each Party warrants and represents to the other party that this Section G is valid and enforceable and the other party will incur damages if such representation is false.~~

~~2.1.~~ The laws of United States and the State of ~~Kansas~~ Washington shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each Party hereby submits to the jurisdiction of the State of ~~Kansas~~ Washington and federal courts located in the State of ~~Kansas~~ Washington.

- **H. General**

1. Independent Contractor Relationship. CivicPlus is acting as an independent contractor under these Terms and Conditions and nothing in these Terms and Conditions shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the Parties. Neither Party has, and shall

not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other Party.

2. Force Majeure. No Party shall have any liability to the other hereunder by reason of delay or failure to perform any obligation or covenant if the delay or failure to perform is due to any cause beyond the control of such Party, including without limitation, catastrophic storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause beyond the control of the non-performing Party.
3. Any notice to be given hereunder to any other Party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to CivicPlus: CivicPlus, LLC, Attn: Contract Administrator to accounting@civicplus.com, with an email response confirming receipt by CivicPlus. If to Customer: as addressed in the SOW. All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.
4. The Parties agree that the Parties may reference the other Party as a client or vendor, including using the Customer name, service marks, licenses, trademarks, logos, sales and marketing materials, and website. Any reference to the CivicPlus Software or its features will be accompanied by a reference that it is provided by CivicPlus.
5. Amendment or Waiver. No amendment or modification of these Terms and Conditions by the Customer shall be valid, unless in writing and signed by both Parties.

6. Headings and Captions. The headings and captions of these Terms and Conditions are included for convenience only and shall not be considered in construction of the provisions hereof.
7. If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of these Terms and Conditions, which shall be construed as if such invalid or unenforceable provision had never been a part of these Terms and Conditions but in a manner so as to carry out as nearly as possible the Parties' original intent.
8. The Contract may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.
9. Entire Contract. These Terms and Conditions, inclusive of the SOW to which they are inextricably linked, the published Terms of Use and Privacy Policy constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality agreements, and other contracts and communications, oral or written, between the Parties regarding such subject matter.
10. CivicPlus may assign these Terms and Conditions, and then notify the Customer within 30 days thereof.
11. Authorized Signor. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

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CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote
for

City of Edgewood

Date 3/3/20
Account Manager Nick

VSL Specialist Aubrey Styles
Channel Price Sheet Month March

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment										
Customer to make three annual payments to CDW•G										
Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3		
				Price	Extended	Price	Extended	Price	Extended	
U4S-00002-12-SLG	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	D	85	\$ 76.35	\$ 6,489.75	\$ 76.35	\$ 6,489.75	\$ 76.35	\$ 6,489.75	
4ES-00001-12-SLG	ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr	D	85	\$ 25.37	\$ 2,156.45	\$ 25.37	\$ 2,156.45	\$ 25.37	\$ 2,156.45	
312-02177-SLG	ExchgSvrStd ALNG LicSAPk MVL	D	1	\$ 290.73	\$ 290.73	\$ 290.73	\$ 290.73	\$ 290.73	\$ 290.73	
				Total	\$ 8,936.93	Total	\$ 8,936.93	Total	\$ 8,936.93	
				Three Year Total	\$ 26,810.79					

Notes										
1. Washington NVP Software (ADSP016-130652 06016)										
Quoted on SVAR Contract										



Program Signature Form

MBA/MBSA number

Agreement number

6564327

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment	W29 (New)
Product Selection Form	0927770.004 (PSF)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Edgewood, Washington
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Enterprise Sub 250 Program Amendment ID W29

Enrollment Number

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. ***On the first page of the Enrollment, the following is added after the second paragraph:***

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. ***Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:***

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. ***Software Assurance renewal.***

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.

☐

By checking the above box, a new section is added to the Enrollment entitled “Software Assurance Addition.”

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Edgewood, Washington

Contact name* First Matthew **Last** Ray

Contact email address* matthew@cityofedgewood.org

Street address* 2224 104th Avenue East

City* Edgewood

State* WA
Postal code* 98372-1513
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 253-392-2562
Tax ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics, Inc.
Street address (PO boxes will not be accepted)* 200 N. Milwaukee Avenue
City* Vernon Hills
State* IL
Postal code* 60061
Country* USA
Contact name* Aubrey Styles
Phone* 262-237-3805
Contact email address* aubrey.styles@cdw.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* <u>Aubrey Styles</u>
Printed name* Aubrey Styles
Printed title* SSA
Date* 2.17.2020

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

0927770.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	85	85	1.0	No	User Licenses

Products	Enterprise Quantity
O365 GCC E1	85

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	0	85	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
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2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Interim Zoning	Agenda Item #: 2.G
	For Agenda of: 3/17/2020
	Prepared by: Darren Groth
Attachments (list): 1. Interim Zoning Ordinance Timeline 2. Edgewood Town Center ED 2019 - Memo - Outline of Conclusions - 2020 0317	
Approval of Materials: Darren Groth Rachel Pitzel 3/13/2020 Dave Gray 3/13/2020 Daryl Eidingen 3/13/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 03/17 - SS 03/24 - RCM

Summary Statement:

On April 9, 2019, Council adopted Ordinance 19-0547, which adopted an emergency Interim Zoning Ordinance (IZO) on the acceptance of applications for new residential/multi-family development in the TC, C, MUR, and BP zones for a period of six months. Discussions regarding the adopted IZO continued until July. On July 23, 2019, City Council amended Ordinance 19-0547 by adopting Ordinance 19-0553 to narrow the scope of the IZO. The IZO was further adjusted on September 10, 2019 to remove the parcels that were recently rezoned to Town Center (TC) zoning. On October 10, 2019, City Council extended the IZO for six months and approved a contract with Berk Consulting, Inc. (Berk) to perform professional consulting services pertaining to a planning and economic development study focusing on parts of the City's TC and Mixed Use Residential (MUR) zoning districts. During the six-month extension, Berk has reviewed prior City documents, prepared various materials, conducted interviews, and collected data and other statistical information regarding the city of Edgewood and its market area. A draft report of Berk's analysis was provided to the City after the deadline for this agenda bill; however, copies will be distributed for the study session on Tuesday.

Item History:

See attached timeline.

Recommended Action:

Hold a discussion and provide staff direction to Discussion - Interim Zoning

Fiscal Note/Consideration:

N/A

Interim Zoning Ordinance (IZO) Timeline

04/09/2019 – Adoption of IZO
05/14/2018 – Public Hearing
05/28/2019 – Adopted Findings of Fact
06/11/2109 – Continued Discussion
06/18/2019 – Continued Discussion
06/20/2019 – Public Open House
06/25/2019 – Continued Discussion
07/02/2019 – Continued Discussion
07/09/2019 – Continued Discussion
07/16/2019 – Continued Discussion
07/23/2019 – Amended Geographic Boundary
07/30/2019 – Continued Discussion
08/13/2019 – Continued Discussion
08/20/2019 – Study Session Review of RFP
08/27/2019 – RCM Action to Publish RFP
09/03/2019 – Continued Discussion
09/10/2019 – Boundary Adjusted for Approved Rezoning
09/18/2019 – RFP Deadline
10/01/2019 – Review of IZO Extension & RFP Ranking
10/08/2019 – Six-Month IZO Extension & RFP Awarded to Berk

MEMORANDUM

DATE: March 17, 2020

TO: Darren Groth, Community and Economic Development Director, City of Edgewood

FROM: Andrew Bjorn, Senior Associate, BERK Consulting, Inc.

RE: Outline of Project Findings

Mr. Groth:

Please find attached a summary outline of the major findings and recommendations from the report on the Town Center and Mixed Use Residential zones in the City of Edgewood. These findings have been derived from the findings of our research, which will be detailed in our forthcoming report.

Thank you,

Andrew Bjorn

Outline of Project Contents

CONTEXT

The City of Edgewood is a community of 11,390 residents as of April 2019, and located in Pierce County, Washington. Incorporated in 1996, the City has increased significantly in size over the past two decades, with much of this growth occurring within the past few years. Since 2016, the City's population has increased by about 5.4% per year on average, with almost 1,800 new residents coming into the community over the past three years.

There are concerns in the community about the effects of this rapid growth. These issues range from the impacts on infrastructure and roadways to the changes in the scale and extent of development found in the city. One major concern as of late, however, is with ongoing development to support retail and service businesses. This situation with commercial development is a concern for the City. If multifamily development "crowds out" local commercial growth, potential retail and service offerings would be reduced, serving as an obstacle for the Edgewood Town Center to support a "complete community" that provides for local needs. In addition to reducing the potential capture of economic activity, jobs, and local sales tax revenue, this would also impact long-term efforts to develop the Town Center as a major draw and a cluster for new activity.

Considering these issues, Edgewood adopted an interim zoning ordinance in April 2019 to temporarily pause development in the City's Town Center (TC), Commercial (C), Mixed Use Residential (MUR), and Business Park (BP) zones to discuss the vision for future growth and residential development in Edgewood. The ordinance was modified in July 2019 to limit the scope of this ordinance to the MUR zone on the east side of Meridian Ave and a portion of the TC zoning district located on the east side of Meridian Ave south of 22nd St E.

To guide future action on the area currently covered under the ordinance, the City is working to review the following:

- the viability of commercial uses in the area
- the appropriateness of mixed-use projects to meet ongoing commercial needs
- the need for additional changes to address other obstacles to new commercial development

MAJOR FINDINGS

Our research into the development of the Town Center and Mixed Use Residential areas along Meridian Ave E in Edgewood indicates the following:

- **Recent development characteristics.** Recent commercial development has been limited in Edgewood along the Meridian Ave E corridor, with 9,900 sf of retail and 4,900 sf of restaurant space developed since 2010. There has been no new office space developed.
- **Vacancies and demand for local retail commercial space.** For retail space, vacancies peaked in 2017 at 23.5%, and currently stands at 16.1%. Vacant/underused spaces in Edgewood and Milton may present future opportunities for redevelopment, potentially as residential or mixed-use projects.
- **Regional competition and market area.** For retail commercial uses in Edgewood, competition currently exists from retail nodes in Federal Way, Auburn, and Puyallup. Competing districts have

stronger transportation connections to the region and will challenge attempts to draw more customers and increase the capture of local spending outside of a five-minute drive distance.

- **Recent increases in local sales and use taxes.** Between 2008 and 2018, taxable retail sales have increased from \$58 million to \$141 million, an increase of about 144% over this ten-year period. For sectors outside of construction, there has been an average 18.7% increase in taxable retail sales over the past five years, due to increased activity at existing businesses in the city, new activities in recent development as identified previously, and an increase in online sales to Edgewood residents.
- **Feasibility of commercial uses in mixed-use development.** Incorporating commercial spaces into mixed-use projects in the TC and MUR districts in Edgewood is challenging due to low commercial lease rates, higher profitability of solely residential projects, and fiscal challenges of structured and underground parking.
- **Short-term challenges with the accessibility of commercial space in mixed-use projects.** While there may be a value-add for the neighborhood to support retail/restaurant uses in a pedestrian-oriented format, there is not enough density to support these uses at this time. Additional multifamily residential growth and local improvements in multimodal connections can help to support pedestrian-oriented commercial spaces by building the local customer base.

KEY RECOMMENDATIONS

- **Rescind the moratorium on development.** The limited development of commercial space in the TC/MUR zones is based on several market factors, but additional residential development would not currently appear to impact the ability for the city to meet expected commercial demand.
- **Promote a long-term planning perspective that involves short-term residential development and multimodal improvements.** More intensive residential development along the Meridian Ave E corridor can help to support greater local demand for these services into the future. This can also be promoted with a walkable/accessible urban environment (e.g., sidewalks, parallel streets, accommodations for bicycles, etc.) in the TC and MUR areas according to existing plans
- **Explore options for collaboration with larger developers.** Achieving high-quality multifamily residential, commercial, and mixed-use development can be assisted by larger developers, especially those that have had experience with integrated mixed-use projects and larger, coordinated developments.
- **Explore opportunities for local business collaboration and branding.** Supporting local economic growth will require ongoing efforts in business recruitment and retention. Beyond these efforts, however, the City should work to highlight clusters of existing businesses and promote new businesses that can help distinguish the character of the area. Themes such as the ethnic Russian character of the area can be included as an ongoing element of branding efforts to highlight downtown Edgewood.
- **Encourage flexibility with commercial uses.** Expanding the ability for the City to regulate possible uses through conditional or administrative use permits (potentially paired with design guidelines for these zones) can give the flexibility for a wider range of businesses to locate in these zones while addressing any significant local impacts.
- **Promote live/work options for local home businesses.** Providing flexible space for small

businesses, including typical home-based businesses and start-up business, can be an effective strategy to promote local economic development. Live/work units can encourage additional activity in areas that may have a largely residential focus over the short term.

- **Permit local craft manufacturing.** One potential use to encourage new business types in the community would be small-scale craft manufacturing. These activities can include food and beverage production, such as breweries, distilleries, and bakeries, as well as other artisan-style manufacturing with limited off-site impacts such as woodworking, glassblowing, or furniture-making, with limited scale/production capacity and a distinct retail component to support an active street frontage.
- **Exclude self-storage facilities from MUR zones.** Although general demand for self-storage facilities has been increasing, these uses provide minimal street frontage activity, employ relatively few workers, and result in lower increases in improvement value and property taxes than other potential commercial uses. These uses should be excluded from all MUR areas.
- **Remove setback requirements for multifamily residential projects.** Setback requirements in the current Edgewood Municipal Code for residential single-use projects in the TC zone have not been successful with previous projects in preserving these spaces for future development and may fragment areas preserved for commercial development. This requirement should be adjusted.
- **Provide for joint long-term planning with the City of Milton.** One challenge with ongoing planning for the Meridian Ave E corridor has been the split in jurisdiction. Collaborating with Milton on efforts to build the overall corridor as a distinct destination and coordinating land use planning and branding for the area could help to support sustainable long-term growth for both cities.
- **Reorganize the requirements for FAR bonusing in the Code.** Current Edgewood land use regulations provide additional FAR for optional features, as defined in EMC 18.80.080D, Table 3. Providing a greater focus on those items on the benefits list can help to focus efforts on implementing the current plans for green space and transportation infrastructure for the Town Center and Meridian Ave E corridor.
- **Support long-term transit improvements.** Providing for more intensive and walkable residential development along Meridian Ave E and encouraging sustainable transportation solutions may require additional transit capacity, with stops linked to future development projects in the Town Center zone.