



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, March 24, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. AUDIENCE COMMENT

3. MAYOR'S REPORT

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

The following items are presented for Council approval:

A. Regular Council Meeting Minutes of March 10, 2020

B. Study Session Meeting Minutes of March 17, 2020

C. Review of Commission, Committee and Board Meeting Minutes

D. AB20-012, a motion approving March 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; and IRS 941 ACHs in the amount of \$112,726.02; and Vendor Check Numbers 24284 through 24306 with EFT and Direct Pay Payments in the amount of \$429,158.89. Total distributions submitted for review & authorization in the amount of \$541,884.91.

E. AB20-013, approving the Parks and Recreation Advisory Board 2020 Work Plan

F. AB20-0495, approving Resolution No. 20-0495, authorizing the Mayor to execute a contract with CivicPlus to subscribe to SeeClickFix

G. AB20-0496, approving Resolution No. 20-0496, authorizing the Mayor to execute a contract with CDWG to enroll in an Enterprise Agreement with Microsoft for software licensing

H. AB20-0497, approving Resolution No. 20-0497, authorizing the execution of a Purchases Services Agreement for HVAC Maintenance Services at City Hall, Bid and negotiated by the Washington State Department of Enterprise Services

5. COUNCIL BUSINESS

A. AB20-0498, approving Resolution No. 20-0498, The Reserve at Hillcrest Estates #19-1486 Final Plat

B. AB20-0499, approving Resolution No. 20-0499, Edgewood View Estates Phase 2 #20-1097 Final Plat

6. COUNCIL COMMENTS

7. ADJOURN

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

03/10/2020 REGULAR COUNCIL MEETING MEETING AGENDA SUMMARY

Tuesday, March 10, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

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

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community & Economic Development Director Darren Groth, Jeremy Metzler Public Works Director, Matthew Ray, IT Director, Police Chief Micah Lundborg.

Mayor asked that Resolution No. 20-0494, affirming the Mayor's Declaration of an Emergency in response to the Coronavirus (COVID-19), in order to institute emergency measures to protect city employees and the community be added to tonight's agenda as the last item for discussion.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Tomin, **Seconded by** Councilmember West. **Motion passed unanimously (7-0).**

2 AUDIENCE COMMENT

Jason Ramirez spoke
Bill Hilton spoke

3 MAYOR'S REPORT

Mayor Eiding read his report into the record, and then invited each directors to speak on topics of their choosing.

4 CONSENT AGENDA

- A. Regular Council Meeting Minutes of February 25, 2020
- B. Study Session Meeting Minutes of March 3, 2020
- C. **AB20-009**, a motion approving March 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 ACHs in the amount of \$154,972.01; and Vendor Check Numbers 24262 through 24283 with EFT and Direct Pay Payments in the amount of \$110,279.70; and Adjustments for void check #24259 in the amount of <684.16>. Total distributions submitted for review & authorization in the amount of \$264,567.55.

D. AB20-010, approving the Planning Manager Job Description

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Wise, **Seconded by** Councilmember Christopherson. **Motion passed unanimously (7-0).**

5 COUNCIL BUSINESS

B. AB20-0575, adopting Ordinance No. 20-0575, amending the Budget Exhibit A Salary Schedule for the 2020 Fiscal Year

Motion: As Read, **Action:** Approve, **Moved by** Councilmember West, **Seconded by** Councilmember Tomin. **Motion passed unanimously (7-0).**

C. AB20-011 - South Sound Housing Affordability Partners Discussion

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Christopherson, **Seconded by** Councilmember West.
Motion passed unanimously (7-0).

A. WALK ON ITEM: Resolution No. 20-0494, affirming the Mayor's Declaration of an Emergency in response to the Coronavirus (COVID-19), in order to institute emergency measures to protect city employees and the community

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Tomin, **Seconded by** Councilmember West. **Motion passed (6-1 Day).**

6 COUNCIL COMMENTS

Councilmember Tomin spoke

Deputy Mayor Creley spoke

Councilmember Day spoke

Councilmember West spoke

Councilmember Christopherson spoke

7 ADJOURN

Mayor Eidinger adjourned the meeting at 7:38pm



CITY OF EDGEWOOD

03/17/2020 STUDY SESSION MEETING AGENDA SUMMARY

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

1 CALL TO ORDER

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

Present: Mayor Eidinger, Councilmember Day, Councilmember Tomy, Deputy Mayor Creley, Councilmember Lowry, Councilmember Wise, Councilmember Christopherson
Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community & Economic Development Director Darren Groth, Jeremy Metzler Public Works Director, Matthew Ray, IT Director, Police Chief Micah Lundborg.

2 COUNCIL BUSINESS

- A. Discussion - Development Review**
Building Official James Tumelson briefed Council on this agenda item.
- B. Discussion/Review - Uniform Policy**
Office Manager Jennifer Bartelson discussed the details of the proposed policy, and discussed the specifics with Council.
- C. Discussion - Windmill**
Public Works Director Jeremy Metzler brought this item forward at the request of Council to discuss whether the City had the desire to purchase the windmill, and what it would take to move the structure. Council asked that this topic be brought back at a later date to discuss further.
- D. Discussion/Review - Ordinance - Lease of Public Property**
Assistant City Administrator Dave Gray, introduced Eileen Keiffer from Madrona Law Group who discussed the details of the Ordinance and lease.
- E. Discussion/Review - Resolution - McKinstry HVAC Contract**
Assistant City Administrator Dave Gray discussed our previous contract and the need for new one found through the bidding process. Council recommended this be placed on an upcoming consent agenda.
- F. Discussion - IT Contracts/Needs**
IT Director Matthew Ray discussed this agenda item detailing its specifics and taking questions from Council.
Council recommended moving the Microsoft agreement forward onto the consent agenda and to come back with the requested information on SeeClickFix at an upcoming meeting.

G. Discussion - Interim Zoning

Community & Economic Development Director Darren Groth discussed this agenda item. Council asked this item be brought forward to the April 7, Study Session for further discussion.

3 OTHER COUNCIL ITEMS

Mayor Eiding spoke
Councilmember Wise
Councilmember Christopherson

4 ADJOURN

Mayor Eiding adjourned the meeting at 8:21pm



CITY OF EDGEWOOD

PARKS AND RECREATION ADVISORY BOARD MINUTES

Thursday, November 7, 2019 – 6pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Chair Levenhagen called the meeting to order at 6:04pm

2. ROLL CALL

Present: Brian Levenhagen, Caitlyn Remington, Jeff Southard, Linda Howard

Absent: Bill Hilton, Anne Percival (Excused)

City Staff: Public Works Director (PWD) Jeremy Metzler

3. PUBLIC COMMENT – None

4. STAFF UPDATES – PWD Metzler updated PRAB members on current staffing and assignments.

5. APPROVAL OF MEETING MINUTES

L. Howard **MOVED**, seconded by C. Remington to approve the October 3, 2019 Minutes.

APPROVED.

6. OLD BUSINESS

- **Annual Tri-Jurisdictional Meeting Debrief:**

C. Remington reported to other members regarding meeting with Fife and Milton boards, review of calendar and planning for 2020. Interest was expressed in a combined Parks Appreciation Day celebration / debrief, to be discussed in more detail at a future meeting. The three groups established communication liaisons, and C. Remington volunteered for Edgewood.

- **36th & Meridian Update:**

PWD Metzler updated PRAB members on status, recent review meeting with Berger, supplemental studies and coordination efforts. New wetland area identified by Raedeke near drainage culvert at 36th St E requires some additional mitigation and revision to the civil design, but strategy moving forward will keep project in 2020 construction window.

- **Nelson Nature Park Bridge – Status Update:**

PWD Metzler affirmed the bridge repair was completed. Members expressed interest in formal recognition, possibly at the annual joint meeting with City Council. To be discussed more at future meeting.

- **Movie Nights – PRAB Participation / Sign-up:**

PRAB members discussed the October 11 event, great attendance. PRAB members affirmed the following list:

- November 8 (Ralph Wrecks the Internet) – *Councilmember Wise*
- December 13 (The Grinch (2018)) – B. Levenhagen
- January 10 (Detective Pikachu) – B. Hilton
- February 21 (My Little Pony: The Movie) – A. Percival
- March 13 (Lego Movie 2) – **TBD**
- April 10 (How to Train Your Dragon 3) – **TBD**

- **Tree Lighting Prep:**

PWD Metzler set a meeting with L. Howard and Mayor Eidinger, and anyone else interested in attending, for 1:00p on Friday, November 15, 2019 to make final arrangements in preparation for this year's event. Some further discussion regarding trimming of the tree and possible singing options.

7. **NEW BUSINESS**

- **Parks Level of Service: DEFERRING TO FUTURE MEETING**

8. **BOARD MEMBER COMMENTS**

- **B. Levenhagen:** Will not be present for December meeting (out of state).

9. **ADJOURN** – 6:42pm



CITY OF EDGEWOOD

PARKS AND RECREATION ADVISORY BOARD MINUTES

Thursday, December 5, 2019 – 6pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Vice-Chair Southard called the meeting to order at 6:00pm

2. ROLL CALL

Present: Caitlyn Remington, Jeff Southard, Linda Howard, Bill Hilton, Anne Percival, Mary Grace Eala

Absent: Brian Levenhagen (Excused)

City Staff: Assistant City Administrator Dave Gray

3. PUBLIC COMMENT – None

4. STAFF UPDATES – None.

5. APPROVAL OF MEETING MINUTES-

C. Remington **Motioned** to table this item until the next meeting **seconded** by L. Howard, **Approved**.

6. OLD BUSINESS

- **36th & Meridian Update:** Jeff updated on the Berger Group progress and the preparation for going to bid.
- **Nelson Nature Park Bridge:** The work has been completed, members are pleased. The Mayor and Public Works Director Metzler presented the certificate of appreciation to the Scout's Troop. A plaque of recognition will be affixed to the bridge once the Scouts Eagle Badge is confirmed.
- **Movie Nights –Participation/Sign-up:** Councilmember Tomynt noted they have sign ups through March.
- **Tree Lighting Prep:** L. Howard, Assistant City Administrator Gray and Councilmember Tomynt confirmed the event was well received with approximately 250 in attendance. Improvement suggestions for the future: Santa arrive on time, better audio system, commercial grade tree lights.

7. NEW BUSINESS

- **Parks Level of Service:** Postponed to future meeting
- **Annual Tri-Jurisdictional Meeting:** Edgewood is hosting in 2020.

8. BOARD MEMBER COMMENTS

- B. Hilton discussed the option of collecting donations before the parks completion, with a brochure listing what possible projects the money could fund and cost of each.

9. ADJOURN – 7:20pm



CITY OF EDGEWOOD

PARKS AND RECREATION ADVISORY BOARD MEETING AGENDA

Thursday, January 2, 2020 City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. **CALL TO ORDER** Chair B. Levenhagen called the meeting to order at 6:01pm
2. **ROLL CALL**
Present: Jeff Southard, Bill Hilton, Anne Percival, Brian Levenhagen, Mary Grace Eala
Absent: Caitlyn Remington, Linda Howard
3. **APPROVAL OF MEETING MINUTES**
 - November 7, 2019
 - December 5, 2019

B. Hilton **MOTIONED**, seconded by A. Percival to approve the minutes of November 7, 2019 as written and the December 5, 2019 as amended with Mary Grace Eala as present.

APPROVED
4. **OLD BUSINESS**
 - **36th & Meridian Update**
Public Works Director J. Metzler briefed on this agenda item detailing the progress, and timeline. Discussion ensued pertaining to the various options for playground ground cover.
 - **Movie Nights**
B. Hilton and M.G. Eala will participate as volunteers for the January movie.
Board members will need to confirm volunteers for February movie at their next meeting.
5. **NEW BUSINESS**
 - **2019 Work Plan & Schedule**
Public Works Director J. Metzler reviewed the 2019 Work Plan & Schedule with the board members to identify the ongoing, and future needs of the city.
 - **Parks Appreciation Day**
Board members discussed possible activities for the upcoming event. All in attendance agreed to visit the various Edgewood parks to see which were in need of the most attention.
A. Percival agreed to order trees for planting through the Pierce Conservation District.
 - **Parks Level of Service**
Board members reviewed the NRPA 2019 Park and Recreation Agency Performance Benchmarks.
6. **NEXT MEETING**
February 6, 2020
7. **ADJOURN – 7:17pm**

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

PARKS AND RECREATION ADVISORY BOARD MINUTES

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

1. CALL TO ORDER

Chair B. Levenhagen called the meeting to order at 6:00pm

2. ROLL CALL

Present: Brian Levenhagen, Jeff Southard, Bill Hilton, Mary Grace Eala, Caitlyn Remington, Linda Howard

Excused: Anne Percival

City Staff: Public Works Director J. Metzler, IT Director M. Ray,
Communications Coordinator/Deputy City Clerk J. Schwerzler-Herrera

3. APPROVAL OF MEETING MINUTES

L. Howard **MOTIONED**, seconded by M.G. Eala to approve the January 2, 2020 Meeting Minutes as written
APPROVED (6-0)

4. OLD BUSINESS

- **36th & Meridian Update**

Public Works Director J. Metzler discussed the Recreation & Conservation Office's (RCO) comments on the Cultural Resource Assessment, resulting additional work request from The Berger Group, the current Park Impact Fees balance, and requirements to stay on track to go out for bid in 2020.

- **Movie Nights – February Volunteers**

Councilmember Tomyne was in attendance and stated she had acquired the necessary volunteers needed for this event, and so no further action was taken.

- **Parks Level of Service**

Members suggested topics such as covered area rental options, park events, the emptying of trash cans, the mowing schedule, the upkeep of the restrooms, and staffing needs, especially as 36th & Meridian Park is developed.

Action Item: Members requested verification of how frequently park plan updates are required for RCO grant eligibility be brought to the next meeting.

5. NEW BUSINESS

- **Parks Appreciation Day**

Reviewed the different parks and which needed the most work to be done on it.

Members discussed the possibility of having a Tri-Jurisdictional Park Appreciation Day between Edgewood/Milton/Fife, with the possibility of food trucks on premise. C. Remington will reach out to the city board liaisons to gauge their interests in participating and bring that information back to the March meeting for further discussion and planning.

- **Council Coordination**

Public Works Director J. Metzler confirmed the Special Joint Study Session meeting was scheduled for February 18th 7pm.

- **Park Signage**

Public Works Director J. Metzler asked for this agenda item to be added.

Examples of existing park signage were shown as well as updated versions for review. Discussion then ensued on what members thought about the changes, and would like to see in revised park signs. All agreed simple is usually better when it comes to welcoming visitors.

6. NEXT MEETING

March 5, 2020

7. ADJOURN

7:09PM



CITY OF EDGEWOOD EDAB MEETING MINUTES

Monday, February 3, 2020, 6 p.m. • Edgewood City Hall: 2224 104th Ave. East

1. **CALL TO ORDER:** Chair Butterfield called the meeting to order at 6 p.m.
 - A. **Members Present:** Kilmer; Wiesenfeld; Butterfield; Southard; Grasdalen; Neil
 - B. **Commissioners Absent:** None
 - C. **Staff Member(s) Present:** Darren Groth, Community Development Director
 - D. **Others Present:** Mayor Eidinger
 - E. **Additional Item:** New member Grasdalen introduced himself to the Board
2. **CONSENT AGENDA**
 - A. **Agenda Approval or Modifications**
 - B. **Approval of Meeting Minutes for January 6, 2020**
 - C. **Review of Draft Planning Commission Minutes for January 13, 2020**
 - D. **Review of Land Division Report – December 2019**
 - E. **Review of Current EDAB Roster**
 - i. Wiesenfeld moved to approve, as presented. Neil seconded.
 - ii. The Board voted 6-0 to approve the Consent Agenda.
3. **CITIZEN COMMENT PERIOD:** None
4. **NEW BUSINESS**
 - A. **Action Item(s)** None
 - B. **Discussion Item(s)**
 - i. EDAB Achievements
 - a. Butterfield opened the discussion and asked for comments
 - b. Groth provided an explanation of the agenda bill
 - c. Discussion ensued
 - ii. 2020 Work Plan
 - a. Butterfield opened the item
 - b. Neil asked about upcoming projects and how Buxton shares information
 - c. Groth described the City's economic development partnerships
 - d. Discussion ensued
5. **STAFF COMMENTS:** Groth updated the board on the status of the Building Official, the results of the strategic planning meeting with City Council, and reminded member of the upcoming Special Joint Meeting with City Council
6. **BOARD MEMBER UPDATES:** None
7. **ADJOURN:** Chair Butterfield adjourned the meeting at 6:52 p.m.



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, February 10, 2020 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. East

- 1. CALL TO ORDER:** Commissioner Guillory called meeting to order at 6:08 PM
 - A. Commissioners Present:** Guillory; Goode; Wagner; Ramirez; Slate
 - B. Commissioners Absent:** Overfield; Pincas
 - C. Staff Member(s) Present:** Darren Groth, Community Development Director
Jeremy Metzler, Public Works Director
Evan Hietpas, Planning Technician
 - D. Others Present:** Mayor Eidingen
Councilmember Tomyen
- 2. CONSENT AGENDA:** Slate moved to APPROVE as presented, Wagner seconded. Commission voted 5-0 to approve the Consent Agenda.
- 3. CITIZEN COMMENTS:**
 - A.** Keith Bryant- Made Planning Commission aware that duplexes are not currently allowed in the Single-Family 3 zoning district. He explained that this impacted the marketability of a property that has an existing duplex located on it in the SF-3 zone, because if damage occurred to it, there may not be an opportunity to repair or rebuild the structure
 - B.** Minoru Uchida- Announced that a meeting is being held in Fife regarding the SR 167 completion project on February 27, 2020.
- 4. PUBLIC HEARINGS:** None
- 5. NEW BUSINESS:**
 - A. Action Item(s):**
 - B. Discussion Item(s):**
 - i. Use Tables
 - a. Groth opened the discussion and presented the “Hybrid Use Chart”
 - b. Discussion ensued
 - c. Groth recommended postponing the Public Hearing until April
 - d. Planning Commission agreed to postpone the Public Hearing until April



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, February 10, 2020 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. East

- ii. Street Light Standards
 - a. Hietpas opened the discussion and asked the Planning Commission for further direction on this discussion item.
 - b. Commissioners asked for clarification on four questions:
 - What are Puget Sound Energy color requirements/ options?
 - What are light standards for surrounding cities?
 - Is it possible to install street lights that can be dimmed?
 - What are the industry standards for lighting?
 - c. These four questions will help provide clarity on topics such as: uniformity, height, angle, shielding, color, and spacing.
 - d. It was established that the goal of this discussion item would be to decide whether or not the Planning Commission would like to recommend a change to the code, not specific details at this time.
- iii. Building Height Regulations
 - a. Groth opened discussion by explaining the relationship between building height standards and design standards that aim to achieve “4 over 1” development.
 - b. Discussion ensued.
 - c. Groth recommended removing the FAR distinction in Town Center.
 - d. Commission asked to have the 2017 Community Preference Survey included in the March agenda packet and continue the discussion at the next meeting.
- iv. Community Engagement- Edgewood 101
 - a. Hietpas introduced the City’s efforts to establish a course that informs the public about what services local governments provide and how they function.
 - b. Hietpas asked the Commissioners for their feedback on why they chose to volunteer for the Planning Commission and what topics they are passionate about.
 - c. Ramirez-
 - Interests: 1.) Utility Tax 2.) Equity, Diversion, and Inclusion
 - d. Slate-
 - Interests: 1.) City Finance and Budget 2.) Public Safety 3.) Rapid Growth
 - Suggestions: 1.) Get Online Format
 - e. Guillory-
 - Interests: 1.) Racial/ Social Justice 2.) Permitting Process
 - Suggestions: 1.) Being a good public participant
 - f. Wagner
 - Interests: 1.) Growth
 - Suggestions: 1.) Educating people on the best way to address concerns
 - g. Goode
 - Interests: 1.) Public Service
 - Suggestions: 1.) Educating people on which boards/ commissions exist and who serves on them



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, February 10, 2020 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. East

- v. 2019 Achievements
 - a. Groth opened discussion by presenting a list of the Commission's 2019 achievements, and asking for additional items.
 - b. Commission proposed to add "Four City-initiated Comprehensive Plan Amendment Recommendations" to the list of achievements.
- vi. 2020 Work Plan
 - a. Groth opened discussion.
 - b. Discussion ensued.

- 6. **STAFF COMMENTS:** Groth informed Commission that one of the City's Senior Planners has decided to leave the City on February 6th.
- 7. **COMMISSIONER UPDATES:** Wagner asked to include an explanation of the Land Division Report as a discussion item for the March meeting.
- 8. **ADJOURN:** Commissioner Guillory adjourned the meeting at 8:21 PM.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-012 , a motion approving March 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; and IRS 941 ACHs in the amount of \$112,726.02; and Vendor Check Numbers 24284 through 24306 with EFT and Direct Pay Payments in the amount of \$429,158.89. Total distributions submitted for review & authorization in the amount of \$541,884.91.	Agenda Item #: AB20-012
	For Agenda of: 3/24/2020
	Prepared by: Stephanie Goff
Attachments (list): 1. 032420 Voucher Directory 2. 032420 Claims Register	
Approval of Materials: Stephanie Goff Rachel Pitzel 3/19/2020 Dave Gray 3/19/2020 Daryl Eidingen 3/20/2020	Expenditure Required: \$541,884.91
	Amount Budgeted: N/A
	Timeline: N/A

Summary Statement:

Approving March 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; and IRS 941 ACHs in the amount of \$112,726.02; and Vendor Check Numbers 24284 through 24306 with EFT and Direct Pay Payments in the amount of \$429,158.89. Total distributions submitted for review & authorization in the amount of \$541,884.91.

Item History:

N/A

Recommended Action:

AB20-012, a motion approving March 2020 Budgeted EMOTION to adopt as presented under the Consent Agenda.

Fiscal Note/Consideration:



Voucher Directory

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

Vendor	Number	Reference	Account Number	Description	Amount
Amazon Capital Services					
	Direct Pay	Payment 3/19/2020 4:19:30 PM - 1	2020 - March - 2nd Council Meeting		
		1DDN-93K7-DC3X			
			March Purchases		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$553.38
				Tissues, Disinfecting Wipes	
		Total 1DDN-93K7-DC3X			\$553.38
		1GQ1-TH3K-JLMW			
			March Return		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	(\$791.28)
				(3) Docking Stations	
		Total 1GQ1-TH3K-JLMW			(\$791.28)
		1GRQ-JQN4-43DM			
			March Purchases		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$164.78
				(2) Thermometers	
		Total 1GRQ-JQN4-43DM			\$164.78
		1Q6C-FRKK-3FVQ			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$37.94
				Laminating Sheets, Tissue, Hand Soap	
		Total 1Q6C-FRKK-3FVQ			\$37.94
		1QNF-Y1KJ-6CNH			
			March Purchases		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$5,464.20
				(2) Docking Stations- D.Groth, C.Hendricksen, (3) Laptops- D.Groth, C.Hendricksen, S.Goff	
		Total 1QNF-Y1KJ-6CNH			\$5,464.20
		1RM6-RNMW-GTHD			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$81.32
				iPad Keyboard Case- G. Mehr	
		Total 1RM6-RNMW-GTHD			\$81.32
		1RX1-Q1YM-7JP9			
			March Purchases		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$271.42
				Docking Station- S.Goff	
		Total 1RX1-Q1YM-7JP9			\$271.42

Vendor	Number	Reference	Account Number	Description	Amount
		1V7K-P7CL-K71L			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$266.90
				iPad Keyboard Case- R.Pederson, Printer Toner, Disinfecting Wipes	
			001-076-000-576-80-31-01	Operational Supplies	\$35.30
				Basketball Nets- Edgemont Park	
		Total 1V7K-P7CL-K71L			\$302.20
		1XNX-LNQ6-4T4H			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$65.88
				(4) Laptop Bags	
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$176.94
				Docking Station- D.Gray	
		Total 1XNX-LNQ6-4T4H			\$242.82
		1YH6-YL6L-D16Y			
			March Purchases		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$160.42
				Disinfecting Wipes- For Police	
		Total 1YH6-YL6L-D16Y			\$160.42
		Total Direct Pay Payment 3/19/2020 4:19:30 PM - 1			\$6,487.20
Total Amazon Capital Services					\$6,487.20
American Public Works Assoc.					
24284					
			2020 - March - 2nd Council Meeting		
		030220- ID# 831807			
			6/1/2020-5/31/2021 Membership		
			101-000-000-542-90-49-01	Admin/Overhead-Memberships	\$300.00
				6/1/2020-5/31/2021 Membership	
			410-000-000-531-38-49-01	Memberships	\$300.00
				6/1/2020-5/31/2021 Membership	
		Total 030220- ID# 831807			\$600.00
		Total 24284			\$600.00
Total American Public Works Assoc.					\$600.00
American Traffic Solutions					
		Direct Pay Payment 3/19/2020 4:19:30 PM - 2		2020 - March - 2nd Council Meeting	
		INV00030773			
			February Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$23,750.00
				February Services	
		Total INV00030773			\$23,750.00
		Total Direct Pay Payment 3/19/2020 4:19:30 PM - 2			\$23,750.00
Total American Traffic Solutions					\$23,750.00

Vendor	Number	Reference	Account Number	Description	Amount
Association of WA Cities	24285			2020 - March - 2nd Council Meeting	
		78127			
			GIS Consortium Tier 2 Renewal		
			001-018-000-518-85-49-03	Computer Subscriptions	\$5,700.00
				GIS Consortium Tier 2 Renewal	
		Total 78127			\$5,700.00
	Total 24285				\$5,700.00
Total Association of WA Cities					\$5,700.00
Berger Partnership	24286			2020 - March - 2nd Council Meeting	
		32214			
			Feb Services- Prj 20195029.00		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$25,338.01
				36th & Meridian Phase One	
		Total 32214			\$25,338.01
	Total 24286				\$25,338.01
Total Berger Partnership					\$25,338.01
Berk Consulting	24287			2020 - March - 2nd Council Meeting	
		10439-02-20			
			Prj. R0010439		
			001-058-000-558-70-41-26	Economic Development Services	\$5,580.00
				Town Center Market Analysis and Economic Development	
		Total 10439-02-20			\$5,580.00
	Total 24287				\$5,580.00
Total Berk Consulting					\$5,580.00
CDW Government					
	Direct Pay Payment 3/19/2020 4:19:30 PM - 3			2020 - March - 2nd Council Meeting	
	XDK7803				
			March Purchases		
			001-018-000-518-85-49-03	Computer Subscriptions	\$1,251.02
				PO# 2020007 (12) Barracuda License/Cloud Storage	
		Total XDK7803			\$1,251.02
	Total Direct Pay Payment 3/19/2020 4:19:30 PM - 3				\$1,251.02
Total CDW Government					\$1,251.02
City of Sumner	24288			2020 - March - 2nd Council Meeting	
		303-COS			
			March Services		
			001-019-000-554-30-41-01	Animal Control Services	\$4,033.96

Vendor	Number	Reference	Account Number	Description	Amount
				Animal Control Svs. for March	
		Total 303-COS			\$4,033.96
	Total 24288				\$4,033.96
Total City of Sumner					\$4,033.96
CivicPlus, LLC					
	Direct Pay Payment 3/19/2020 4:19:30 PM - 4		2020 - March - 2nd Council Meeting		
	196597				
		CivicReady 3/2/2020-3/1/2021			
		001-018-000-518-85-49-03		Computer Subscriptions	\$4,260.90
				CivicReady 3/2020-3/2021	
	Total 196597				\$4,260.90
	Total Direct Pay Payment 3/19/2020 4:19:30 PM - 4				\$4,260.90
Total CivicPlus, LLC					\$4,260.90
Comcast Business					
	EFT Payment 3/19/2020 4:21:49 PM - 1		2020 - March - 2nd Council Meeting		
	97897744				
		3/15-4/14/20 Services			
		001-018-000-518-30-42-01		Telecommunications Charges	\$1,053.04
				City Hall Phones	
	Total 97897744				\$1,053.04
	Total EFT Payment 3/19/2020 4:21:49 PM - 1				\$1,053.04
Total Comcast Business					\$1,053.04
Department of Ecology					
24289			2020 - March - 2nd Council Meeting		
		2020-WAR045006 2nd Half			
		FY2020 2nd Half 7/1/19-6/30/20			
		410-000-000-531-38-41-20		Storm Drainage-NPDES Permit Fees-Intergov	\$4,486.86
				FY2020 2nd Half 7/1/19-6/30/20	
	Total 2020-WAR045006 2nd Half				\$4,486.86
	Total 24289				\$4,486.86
Total Department of Ecology					\$4,486.86
Gray & Osborne, Inc					
24290			2020 - March - 2nd Council Meeting		
	10-G&O Prj.17572.04				
		Edgewood Dr & Sumner Heights Intersection Pavement Preservation			
		340-000-000-595-30-63-03		Improvements - Other	\$547.05
				Edgewood Dr & Sumner Heights Intersection Pavement Preservation	
	Total 10-G&O Prj.17572.04				\$547.05

Vendor	Number	Reference	Account Number	Description	Amount
		10-G&O Prj.18626.03			
			24th & Meridian Sidewalks		
			350-000-000-595-61-63-01	Pedestrian Projects	\$1,492.12
				24th & Meridian Sidewalks	
		Total 10-G&O Prj.18626.03			\$1,492.12
		19-G&O Prj.18626.01			
			56 St E SW Improvements		
			340-000-000-595-10-63-01	Capital Improvements-Engineering	\$12,804.95
				56 St E SW Improvements	
		Total 19-G&O Prj.18626.01			\$12,804.95
		4-G&O Prj.18626.07			
			36th & Meridian Park Phase 1		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$428.53
				36th & Meridian Park Phase 1	
		Total 4-G&O Prj.18626.07			\$428.53
	Total 24290				\$15,272.65
Total Gray & Osborne, Inc					\$15,272.65
Julie Dyer					
	24291			2020 - March - 2nd Council Meeting	
		1007-JD			
			3/2-3/15/20 Services		
			001-018-000-518-80-41-01	Contracted IT Services	\$1,190.00
				IT Consulting Services- 3/2-3/15/20	
		Total 1007-JD			\$1,190.00
	Total 24291				\$1,190.00
Total Julie Dyer					\$1,190.00
Lakehaven Water & Sewer District					
	24292			2020 - March - 2nd Council Meeting	
		3574701 12/9/19-2/7/2020			
			12/9/19-2/7/2020 Services		
			001-018-000-518-30-47-04	Sewer Charges	\$96.77
				City Hall	
		Total 3574701 12/9/19-2/7/2020			\$96.77
	Total 24292				\$96.77
Total Lakehaven Water & Sewer District					\$96.77
Madrona Law Group, PLLC					
	24293			2020 - March - 2nd Council Meeting	
		10129-MLG			
			February Services		
			001-019-000-515-41-41-01	Legal Services-External	\$14,766.00

Vendor	Number	Reference	Account Number	Description	Amount
				February Services	
		Total 10129-MLG			\$14,766.00
	Total 24293				\$14,766.00
Total Madrona Law Group, PLLC					\$14,766.00
Mt. View-Edgewood Water Co.					
	EFT Payment 3/19/2020 4:21:49 PM - 2			2020 - March - 2nd Council Meeting	
		15563-3401 1/11-3/10/20			
			1/11-3/10/20 Services		
			001-018-000-518-30-47-02	Water	\$54.06
				1425 110th Ave E	
		Total 15563-3401 1/11-3/10/20			\$54.06
		2746-3401 1/11-3/10/20			
			1/11-3/10/20 Services		
			001-018-000-518-30-47-02	Water	\$312.16
				City Hall	
		Total 2746-3401 1/11-3/10/20			\$312.16
		2823-3401 1/11-3/10/20			
			1/11-3/10/20 Services		
			001-018-000-518-30-47-02	Water	\$53.62
				10311 22nd Ave E	
		Total 2823-3401 1/11-3/10/20			\$53.62
		2961-3401 1/11-3/10/20			
			1/11-3/10/20 Services		
			001-018-000-518-30-47-02	Water	\$92.58
				1800 Meridian Ave E	
		Total 2961-3401 1/11-3/10/20			\$92.58
		3796-3401 1/11-3/10/20			
			1/11-3/10/20 Services		
			001-018-000-518-30-47-02	Water	\$92.58
				1200 Meridian Ave E	
		Total 3796-3401 1/11-3/10/20			\$92.58
	Total EFT Payment 3/19/2020 4:21:49 PM - 2				\$605.00
Total Mt. View-Edgewood Water Co.					\$605.00

Vendor	Number	Reference	Account Number	Description	Amount
Office Depot	24294			2020 - March - 2nd Council Meeting	
		447754860001			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$145.79
				Hand Sanitizer, Paper Towels	
		Total 447754860001			\$145.79
		450169321001			
			March Purchases		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$105.91
				Hand Sanitizer	
		Total 450169321001			\$105.91
		451860081001			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$131.64
				File Folders	
		Total 451860081001			\$131.64
	Total 24294				\$383.34
Total Office Depot					\$383.34
O'Reilly Auto Parts					
	EFT Payment 3/19/2020 4:21:49 PM - 3			2020 - March - 2nd Council Meeting	
	3725-291450				
			January Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$31.75
				Adapter- Trailer	
		Total 3725-291450			\$31.75
		3725-294708			
			February Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$3.84
				Starter Fluid	
		Total 3725-294708			\$3.84
		3725-295947			
			February Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$14.25
				Motor Oil, Snow Brush	
		Total 3725-295947			\$14.25
	Total EFT Payment 3/19/2020 4:21:49 PM - 3				\$49.84
Total O'Reilly Auto Parts					\$49.84
Philips Publishing Group					
24295				2020 - March - 2nd Council Meeting	
		31337			
			Spring 2020 Magazine		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$4,177.41

Vendor	Number	Reference	Account Number	Description	Amount
				Spring 2020 Magazine	
		Total 31337			\$4,177.41
	Total 24295				\$4,177.41
Total Philips Publishing Group					\$4,177.41
Pierce County Budget & Finance Jail					
	24296			2020 - March - 2nd Council Meeting	
		CI-285348			
			February Services		
			001-021-000-523-60-41-01	Jail Services	\$1,093.53
				February Services	
		Total CI-285348			\$1,093.53
	Total 24296				\$1,093.53
Total Pierce County Budget & Finance Jail					\$1,093.53
Pierce County Budget & Finance PW					
	24297			2020 - March - 2nd Council Meeting	
		CI-285262			
			February Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$373.63
				February Services	
			101-000-000-542-66-41-03	Snow & Ice Control-Prof Svcs	\$3,642.42
				February Services	
			101-000-000-542-70-41-04	Roadside-ROW Veg Maint (Intergov)	\$283.03
				February Services	
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$9,100.73
				February Services	
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$25,173.46
				February Services	
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$1,093.12
				February Services	
		Total CI-285262			\$39,666.39
	Total 24297				\$39,666.39
Total Pierce County Budget & Finance PW					\$39,666.39

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance Sheriff	24298			2020 - March - 2nd Council Meeting	
		CI-285131			
			March Services		
			001-021-000-521-20-41-01	Police Services	\$234,053.33
				March Services	
		Total CI-285131			\$234,053.33
	Total 24298				\$234,053.33
Total Pierce County Budget & Finance Sheriff					\$234,053.33
Pitney Bowes Global Financial Services					
	EFT Payment 3/19/2020 4:21:49 PM - 4			2020 - March - 2nd Council Meeting	
	3310745331				
			12/30/19-3/29/2020 Lease		
			001-018-000-518-20-45-03	Postage Meter Lease	\$213.48
				Postage Meter Lease	
		Total 3310745331			\$213.48
	Total EFT Payment 3/19/2020 4:21:49 PM - 4				\$213.48
Total Pitney Bowes Global Financial Services					\$213.48
Puget Sound Energy					
	EFT Payment 3/19/2020 4:21:49 PM - 5			2020 - March - 2nd Council Meeting	
	300000011233 February 2020				
			February Statement		
			001-018-000-518-30-47-01	Electricity	\$4,622.60
				February Statement	
		Total 300000011233 February 2020			\$4,622.60
	Total EFT Payment 3/19/2020 4:21:49 PM - 5				\$4,622.60
Total Puget Sound Energy					\$4,622.60
Raedeke Associates, Inc.	24299			2020 - March - 2nd Council Meeting	
		58511			
			Feb. Services- Prj. 2018-097		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$1,994.00
				110 19-1134 McCutcheon RUP	
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$1,186.97
				104 18-1214 Grub Short Plat	
			310-000-000-594-76-41-03	Professional Svs.-Property	\$5,113.00
				108a 36th & Meridian	
		Total 58511			\$8,293.97
	Total 24299				\$8,293.97
Total Raedeke Associates, Inc.					\$8,293.97

Vendor	Number	Reference	Account Number	Description	Amount
Refunds/Reimbursements Vendor					
	24300			2020 - March - 2nd Council Meeting	
		031920-JT		James Tumelson	
				Mileage Reimbursement-ICC Conference	
			001-058-000-558-50-43-01	Training/Travel Costs	\$164.45
				Mileage-ICC Conference-Leavenworth	
		Total 031920-JT			\$164.45
	Total 24300				\$164.45
Total Refunds/Reimbursements Vendor					\$164.45
Safeguard Business Systems					
	EFT Payment 3/19/2020 4:25:19 PM - 1			2020 - March - 2nd Council Meeting	
	033978438				
				March Purchases	
			001-019-000-514-20-42-05	Bank & Bond Fees	\$109.04
				Deposit Slips	
		Total 033978438			\$109.04
	Total EFT Payment 3/19/2020 4:25:19 PM - 1				\$109.04
Total Safeguard Business Systems					\$109.04
Security Gate and Access					
	24301			2020 - March - 2nd Council Meeting	
		031120-1542			
				March Services	
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$274.75
				PW Yard Gate Troubleshooting	
		Total 031120-1542			\$274.75
	Total 24301				\$274.75
Total Security Gate and Access					\$274.75
Shell					
	EFT Payment 3/19/2020 4:21:49 PM - 6			2020 - March - 2nd Council Meeting	
	64313688				
				February Statement	
			001-018-000-518-30-32-01	Fuel	\$1,199.24
				February Statement	
		Total 64313688			\$1,199.24
	Total EFT Payment 3/19/2020 4:21:49 PM - 6				\$1,199.24
Total Shell					\$1,199.24
Shred-it					
	24302			2020 - March - 2nd Council Meeting	
		8129291154			
				February Services	
			001-018-000-518-30-41-01	Professional Services	\$104.13

Vendor	Number	Reference	Account Number	Description	Amount
				February Services	
		Total 8129291154			\$104.13
	Total 24302				\$104.13
Total Shred-it					\$104.13
Sound Electronics					
	24303			2020 - March - 2nd Council Meeting	
		509525			
			Job# 2060-036		
			001-018-000-518-30-46-01	Alarm Monitoring	\$1,074.82
				Annual Fire Alarm Inspection	
		Total 509525			\$1,074.82
	Total 24303				\$1,074.82
Total Sound Electronics					\$1,074.82
Staples					
	24304			2020 - March - 2nd Council Meeting	
		8057591230			
			Order# 179676652-000-003		
			001-018-000-518-20-35-02	Office Furniture	\$7,260.82
				Office Bullpen Furniture	
		Total 8057591230			\$7,260.82
		8057861305			
			Order# 7230511155-000-001		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$156.06
				Disposable Gloves	
		Total 8057861305			\$156.06
	Total 24304				\$7,416.88
Total Staples					\$7,416.88
US Bank ACH/EFT					
	EFT Payment 3/19/2020 4:25:19 PM - 2			2020 - March - 2nd Council Meeting	
		030620-USBank			
			February Safekeeping Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$30.00
				February Safekeeping Fees	
		Total 030620-USBank			\$30.00
	Total EFT Payment 3/19/2020 4:25:19 PM - 2				\$30.00
Total US Bank ACH/EFT					\$30.00
US Bank Corporate Payment System					

Vendor	Number	Reference	Account Number	Description	Amount
EFT Payment 3/19/2020 4:21:49 PM - 7			2020 - March - 2nd Council Meeting		
022520-USBank			February Statement		
	001-000-000-369-91-00-02			Reimbursement of City Expenses	\$37.36
				D.Eidinger-City of Edgewood-Personal exp error-reimbursed on rec# 7353	
	001-011-000-511-60-43-01			Travel/Training Costs	(\$125.00)
				R.Pitzel-AWC-Refund of Elected Official Essential Training	
	001-011-000-511-60-43-04			Meals Expense	\$314.77
				R.Pitzel-Olive Garden-Council Retreat Meal	
	001-013-000-513-10-43-01			Travel/Training Costs	\$50.00
				R.Pitzel-AWC-2020 Mayors Conference, D.Eidinger	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$10.79
				D.Eidinger-Ebay-Wall Mount Key Rack for Vehicle Keys	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$71.42
				A.Thompson-O'Reilly Auto Parts-Socket Set	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$170.49
				J.Privett-Sportsmans Warehouse-Work Boots	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$32.79
				D.Eidinger-Xtreme Graphix Inc-COE Vinyl Decals	
	001-018-000-518-20-31-08			Wellness Supplies	\$19.95
				J.Bartelson-Fred Meyer-Chips & Avocado Oil	
	001-018-000-518-20-31-08			Wellness Supplies	\$14.79
				J.Bartelson-Safeway-Fresh Fruit Friday	
	001-018-000-518-20-31-08			Wellness Supplies	\$42.72
				J.Bartelson-Oriental Trading Co.-Stress Balls & Rubber Ducks	
	001-018-000-518-20-35-01			Small Tools/Minor Equipment	(\$43.85)
				D.Eidinger-Ebay- Return Gate Openers for PW Yard	
	001-018-000-518-20-39-11			Teambuilding-Supplies	\$69.23
				J.Curbow-Amazon-B.E. Team Cart	
	001-018-000-518-20-42-02			Postage	\$18.90
				J.S-Herrera-Mail Spot-Mailers for Street Light Program	
	001-018-000-518-20-43-04			Employee Meals	\$15.28
				B.Murray-Fred Meyer-Retirement Breakfast for D.Mundy	
	001-018-000-518-20-43-04			Employee Meals	\$504.96
				S.Goff-Branks BBQ-Retirement Luncheon for D.Mundy	
	001-018-000-518-20-49-01			Memberships	\$149.00
				J.Bartelson-Nat'l Wellness Institute-Yearly Membership	
	001-018-000-518-30-32-01			Fuel	\$30.00
				D.Eidinger-Tahoma Market-Fuel for 2013 Ford Escape	
	001-018-000-518-30-32-02			Supplies/Parts - Vehicles & Equipment	\$105.34
				G.Mehr-Billy Bobs Offroad-2014 Ford Escape Floor Mats	
	001-018-000-518-30-48-07			Maintenance & Repairs-Vehicles	\$308.00
				D.Eidinger-Details On The Go-Detailing for 2 Surplus Vehicles	
	001-018-000-518-85-49-03			Computer Subscriptions	\$17.95
				B.Murray-Cloud Cover Music-City Hall Lobby Music Subscription	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-85-49-03	Computer Subscriptions	\$51.48
				M.Ray-Amazon Web Services-Cloud Backup	
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$2,301.19
				D.Eidinger-Ebay-Laptop for J.Tumelson, 4 Docking Stations	
			001-019-000-514-20-43-01	Travel & Training Costs	\$795.00
				J.S-Herrera-Gov Social Media-GSMCON 2020 3 Day Conference	
			001-019-000-514-20-43-01	Travel & Training Costs	\$350.00
				M.Ray-ACCIS-Conference for IT Directors of WA	
			001-019-000-514-20-43-01	Travel & Training Costs	\$70.00
				S.Goff-Paypal-PSFOA Meeting for R.Pitzel, S.Goff	
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$499.00
				J.S-Herrera-Designhill Inc.-City Logo Design	
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$5.00
				R.Pitzel-FMCSA-DOT Drivers Abstract	
			001-021-000-521-30-31-01	Crime Prevention-Supplies	\$930.59
				M.Lundborg-Nat'l Imprint-Stickers, Pencils, Suckers	
			001-058-000-558-50-31-10	Outdoor Gear	\$13.73
				G.Mehr-Whistle Workwear-Boot Replacement Price Difference	
			001-058-000-558-50-31-10	Outdoor Gear	\$350.58
				J.Tumelson-Red Wing-Boots, Insoles, Boot Protector	
			001-058-000-558-50-43-01	Training/Travel Costs	\$65.00
				J.Tumelson-WABO-Spring Meeting	
			001-058-000-558-50-49-01	Memberships	\$130.00
				J.Tumelson-ICC-Membership Renewal	
			001-058-000-558-60-31-10	Outdoor Gear	\$59.88
				J.Fairbanks-5.11 Tactical-Work Vest	
			501-000-000-594-18-65-03	City Equipment	\$1,301.74
				D.Eidinger-WA DOL-2013 Escape License & Registration	
			Total 022520-USBank		\$8,738.08
			Total EFT Payment 3/19/2020 4:21:49 PM - 7		\$8,738.08
			Total US Bank Corporate Payment System		\$8,738.08
Verax Chemical Company					
24305				2020 - March - 2nd Council Meeting	
		43697			
				March Purchases	
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$165.89
				Cleaning Supplies	
			Total 43697		\$165.89
			Total 24305		\$165.89
			Total Verax Chemical Company		\$165.89

Vendor	Number	Reference	Account Number	Description	Amount
Zoom Video Communications Inc.	24306			2020 - March - 2nd Council Meeting	
		INV11417982			
			3/9/2020-3/8/2021 Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$2,856.31
				10 Standard Biz Annual Licenses, 10 Audio Licenses	
		Total INV11417982			\$2,856.31
	Total 24306				\$2,856.31
Total Zoom Video Communications Inc.					\$2,856.31
Grand Total		Vendor Count	36		\$429,158.89

City of Edgewood 2020

March 24th 2020 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10610 Last Number Issued Previous Authorization			
DCP EFT 3/13/2020	Deferred Compensation Program	3/13/2020	\$12,609.90
Direct Deposit Run - 3/12/	Payroll Vendor	3/13/2020	\$70,934.68
DRS EFT 3/13/2020	Dept of Retirement Systems	3/13/2020	\$17,973.94
DSHS-DCS EFT 3/13/	WA State Support Registry	3/13/2020	\$275.00
IRS 941 EFT 3/13/2020	IRS 941	3/13/2020	\$10,932.50
Total			\$112,726.02

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
24283 Last Number Issued Previous Authorization			
24284	American Public Works Assoc.	3/24/2020	\$600.00
24285	Association of WA Cities	3/24/2020	\$5,700.00
24286	Berger Partnership	3/24/2020	\$25,338.01
24287	Berk Consulting	3/24/2020	\$5,580.00
24288	City of Sumner	3/24/2020	\$4,033.96
24289	Department of Ecology	3/24/2020	\$4,486.86
24290	Gray & Osborne, Inc	3/24/2020	\$15,272.65
24291	Julie Dyer	3/24/2020	\$1,190.00
24292	Lakehaven Water & Sewer District	3/24/2020	\$96.77
24293	Madrona Law Group, PLLC	3/24/2020	\$14,766.00
24294	Office Depot	3/24/2020	\$383.34
24295	Philips Publishing Group	3/24/2020	\$4,177.41
24296	Pierce County Budget & Finance Jail	3/24/2020	\$1,093.53
24297	Pierce County Budget & Finance PW	3/24/2020	\$39,666.39
24298	Pierce County Budget & Finance Sheriff	3/24/2020	\$234,053.33
24299	Raedeke Associates, Inc.	3/24/2020	\$8,293.97
24300	Tumelson, James	3/24/2020	\$164.45
24301	Security Gate and Access	3/24/2020	\$274.75
24302	Shred-it	3/24/2020	\$104.13
24303	Sound Electronics	3/24/2020	\$1,074.82
24304	Staples	3/24/2020	\$7,416.88
24305	Verax Chemical Company	3/24/2020	\$165.89
24306	Zoom Video Communications Inc.	3/24/2020	\$2,856.31
Direct Pay Payment 3/19/	Amazon Capital Services	3/24/2020	\$6,487.20
Direct Pay Payment 3/19/	American Traffic Solutions	3/24/2020	\$23,750.00
Direct Pay Payment 3/19/	CDW Government	3/24/2020	\$1,251.02
Direct Pay Payment 3/19/	CivicPlus, LLC	3/24/2020	\$4,260.90
EFT Payment 3/19/2020	Comcast Business	3/24/2020	\$1,053.04
EFT Payment 3/19/2020	Mt. View-Edgewood Water Co.	3/24/2020	\$605.00
EFT Payment 3/19/2020	O'Reilly Auto Parts	3/24/2020	\$49.84
EFT Payment 3/19/2020	Pitney Bowes Global Financial Services	3/24/2020	\$213.48
EFT Payment 3/19/2020	Puget Sound Energy	3/24/2020	\$4,622.60
EFT Payment 3/19/2020	Shell	3/24/2020	\$1,199.24
EFT Payment 3/19/2020	US Bank Corporate Payment System	3/24/2020	\$8,738.08
EFT Payment 3/19/2020	Safeguard Business Systems	3/24/2020	\$109.04
EFT Payment 3/19/2020	US Bank ACH/EFT	3/24/2020	\$30.00
Total Claims Voucher Distribution			\$429,158.89

Total Distribution Submitted for Review & Authorization			\$541,884.91
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$541,884.91
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

Accounting Manager, Stephanie Goff

Mayor, Daryl Eidinger

Council Member



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-013 , approving the Parks and Recreation Advisory Board 2020 Work Plan	Agenda Item #: AB20-013
	For Agenda of: 3/24/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. PRAB 2020 Work Plan	
Approval of Materials: Jeremy Metzler Rachel Pitzel 3/20/2020 Dave Gray 3/20/2020 Daryl Eidinger 3/20/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: Annual Review

Summary Statement:

The PRAB has set forth a number of goals and tasks to be addressed this year, as discussed at the 2/18/2020 Study Session.

Item History:

2/18/2020 - SS Discussion

Recommended Action:

Affirm the 2020 PRAB Work Plan as presented, and forward to the PRAB for action.

Fiscal Note/Consideration:

N/A

City of Edgewood

Parks and Recreation Advisory Board

2020 Work Plan

The Parks and Recreation Advisory Board has set forth a number of goals and tasks to be addressed during the year 2020. This Work Plan is intended to highlight major activities and projects that include support and involvement of the PRAB including major course and setting future mile stones in accordance with the powers and duties listed in section 2.31.030 of Ordinance 06-0272, which established the Parks and Recreation Advisory Board.

COUNCIL PRIORITIES (est. 2019)

1. Monitor and contribute to 36th and Meridian Design and Development
2. Create a playground renovation plan for Edgemont Park
3. Continue to pursue long term goals to use the farm house at Nelson Farm Park
4. Evaluate creating new volunteer opportunities / action days throughout the calendar year

GENERAL

1. Add promotional kiosk for parks at each location to advertise parks and activities
2. Encourage City to be a Pierce Conservation District contributor and monitor new Green Puyallup Partnership
3. Seek out potential land acquisition opportunities
4. Work on a list of available eagle scout projects, and evaluate regular outreach to volunteer organizations
5. Provide guidance to city staff for ways to improve the webpage, cross-jurisdictional communication, and update park guide map.

PARK PLANNING

1. Participate in trail planning for the Mortenson Farm property
2. Create a plan for the recently cleared area at Nelson Nature Park (trail, planting, trail resurfacing)
3. Look for alternate routes for next Interurban Trail phase

EVENTS and ACTIVITIES

1. Plan Parks Appreciation Day event – April 25th
2. Help support and promote monthly movie nights
3. Participate in the planning of the Edgewood City Picnic 7/18/20 & Christmas Tree Lighting Ceremony 11/27/20
4. English Ivy/Invasive Plant Species Eradication Education



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0495 , approving Resolution No. 20-0495, authorizing the Mayor to execute a contract with CivicPlus to subscribe to SeeClickFix	Agenda Item #: AB20-0495
	For Agenda of: 3/24/2020
	Prepared by: Matthew Ray
Attachments (list): 1. A RESOLUTION WITH CIVICPLUS TO SUBSCRIBE TO SEECLICKFIX 2. CivicPlus Terms and Conditions - Edgewood WA (2) 3. Edgewood + SeeClickFix - Proposal V2	
Approval of Materials: Matthew Ray Rachel Pitzel 3/19/2020 Dave Gray 3/19/2020 Daryl Eidinger 3/19/2020	Expenditure Required: \$6,000 plus tax in 2019 and \$5,000 plus tax annually Amount Budgeted: \$8,000 Timeline: 03/17/2020 – SS Discussion 03/24/2020 - RCM Action

Summary Statement:

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.

Item History:

Recommended Action:

MOTION to adopt **AB20-0495**, approving Resolution No. 20-0495, authorizing the Mayor to execute a contract with CivicPlus to subscribe to SeeClickFix

Fiscal Note/Consideration:

RESOLUTION NO. 20-0495

**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 24 DAY OF MARCH, 2020

Daryl Eiding, 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.~~
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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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



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0496 , approving Resolution No. 20-0496, authorizing the Mayor to execute a contract with CDWG to enroll in an Enterprise Agreement with Microsoft for software licensing	Agenda Item #: AB20-0496
	For Agenda of: 3/24/2020
	Prepared by: Matthew Ray
Attachments (list): 1. A RESOLUTION CDWG TO ENROLL IN AN ENTERPRISE AGREEMENT WITH MICROSOFT 2. City of Edgewood Washington NetNew EA Enrollment Form_FINAL 3. City of Edgewood Washington NetNew EA PSF_FINAL 4. City of Edgewood_G1_3.3.2020 5. NetNew EA Signature Form 6. NetNew EA Sub250 Amendment_FINAL	
Approval of Materials: Matthew Ray Rachel Pitzel 3/19/2020 Dave Gray 3/19/2020 Daryl Eidinger 3/19/2020	Expenditure Required: \$9,000 plus tax in 2019 and \$9,000 plus tax and any additional licenses we purchase in 2021 and 2022. Amount Budgeted: \$25,000 Timeline: 03/17/2020 —SS Discussion 03/24/2020 - RCM Action

Summary Statement:

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:

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

Recommended Action:

MOTION to adopt **AB20-0496**, approving Resolution No. 20-0496, authorizing the Mayor to execute a contract with CDWG to enroll in an Enterprise Agreement with Microsoft for software licensing

Fiscal Note/Consideration:

RESOLUTION NO. 20-0496

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 a 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 24 DAY OF MARCH, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

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
---	-------------

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.	



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.





City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0497 , approving Resolution No. 20-0497, authorizing the execution of a Purchases Services Agreement for HVAC Maintenance Services at City Hall, Bid and negotiated by the Washington State Department of Enterprise Services	Agenda Item #: AB20-0497
	For Agenda of: 3/24/2020
	Prepared by: Dave Gray
Attachments (list): 1. Resolution 20-0497 McKinstry HVAC 2. City of Edgewood signed 3. 2020 McKinstry HVAC State Contract Exhibit A	
Approval of Materials: Dave Gray Rachel Pitzel 3/19/2020 Dave Gray 3/19/2020 Daryl Eidinger 3/20/2020	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:

MOTION to adopt **AB20-0497**, approving Resolution No. 20-0497, authorizing the execution of a Purchases Services Agreement for HVAC Maintenance Services at City Hall, Bid and negotiated by the Washington State Department of Enterprise Services as presented under the Consent Agenda

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.

RESOLUTION NO. 20-0497

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE EXECUTION OF A PURCHASES
SERVICES AGREEMENT FOR HVAC MAINTENANCE
SERVICES AT CITY HALL, BID AND NEGOTIATED BY
THE WASHINGTON STATE DEPARTMENT OF
ENTERPRISE SERVICES**

WHEREAS, the City has need for ongoing ordinary maintenance and repair of the HVAC system at City Hall including air handling and computer control systems to provide heating, fresh air, cooling, associated electrical and plumbing, pressure vessels, valves, chemical controls; and

WHEREAS, the State of Washington has entered into a Master Contract with McKinstry Company, LLC through the Department of Enterprise services to provide HVAC ordinary maintenance services at fixed prices for the State and it's political subdivisions such as the City of Edgewood; and

WHEREAS, McKinstry is known to the City as a reputable service provider for HVAC services and has agreed to contract with the City under the provisions of the State Master Contract; and

WHEREAS, the City wishes to execute, under the provisions of the State Master Contract Number 02919 a contract for Purchased Services together with a specific scope of work and cost identified in the contract; and

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

Section 1. (To authorize the Mayor to execute that certain contract for purchased services with McKinstry Company, LLC attached hereto and incorporated herein.

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

ADOPTED THIS 24TH DAY OF MARCH, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

CITY OF EDGEWOOD PURCHASED SERVICES AGREEMENT

THIS Agreement is made effective as of the 11th day of March, 2020, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the "CITY")

2224 - 104th Avenue E.

Edgewood, Washington 98372

Contact: Mayor Daryl Eidinger Phone: 253-952-3299 Fax: 253-952-3537

acting by and through the Washington State Department of Enterprise Services Master Contract No. 02919 dated October 1, 2019, where conflict between the City of Edgewood contract and the State Master Contract exist, the City Contract shall prevail;

and McKinstry Co., LLC a Washington Limited Liability Company ("Contractor") organized under the laws of the State of Washington, doing business at:

McKinstry Co., LLC (hereinafter the "CONTRACTOR")

5005 3rd Ave S.

Seattle, WA 98134

Contact: Matt Earnhardt, Senior Account Executive Phone: 253.572.9876

Email: matte@mckinstry.com

for purchased services in connection with City Of Edgewood, Edgewood City Hall location HVAC and related system maintenance services as described below and in more detail in "Schedule" and "Task Lists."

TERMS AND CONDITIONS

1. Services by Contractor.

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

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

2. Schedule of Work.

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

Revised 11/19

3. **Terms.** This Agreement shall commence on March 11, 2020, (“Commencement Date”) and shall terminate on March 10, 2023 unless extended or terminated in writing as provided herein.

4. **Compensation.**

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “A.”

5. **Payment.**

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

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

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

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

6. **Discrimination and Compliance with Laws**

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

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

C. Contractor shall obtain a City of Edgewood business license prior to receipt of written Notice to Proceed.

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

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

8. **Suspension and Termination of Agreement**

A. Termination. This Agreement may be terminated by the City at any time.

B. Rights Upon Termination.

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

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

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

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

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

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

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

12. Insurance. The Contractor shall procure and maintain for the duration of the Agreement ad for thirty (30) days after termination, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

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

B. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

D. City Full Availability of Contractor Limits

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

H. Subcontractors' Insurance

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

I. Notice of Cancellation

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

J. Failure to Maintain Insurance

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

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

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

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

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

NAME OF CONTRACTOR
Attn: Matt Earnhardt
McKinstry Co. LLC
5005 3rd Ave S.
Seattle, WA 98134

Phone: (206) 768.7754
Email:matte@mckinstry.com

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

15. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

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

16. General Provisions.

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

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

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

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

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

CITY OF EDGEWOOD, WASHINGTON

CONTRACTOR

By: _____
Daryl Eidinger
Mayor

By:  _____
Zack McNelly
Business Development Manager

Date: _____

Date: 3-14-2020

Attest:

By: _____
_____ Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
Interim City Attorney

CITY OF EDGEWOOD

EXHIBIT "A"

Scope of Coverage

Our scope of coverage for City Of Edgewood, Edgewood location, includes maintenance services as described below and in more detail in "Schedule" and "Task Lists."

SPECIFIC SCOPE OF COVERAGE

- 1 . HVAC preventive maintenance (four times annually)
- 2 . HVAC Filter Changes preventive maintenance (**two** times annually)
- 3 . HVAC Controls Preventive maintenance (four times annually)
- 4 . Water Treatment preventive maintenance (four times annually)

GENERAL SCOPE OF COVERAGE

- 1 . Written reports for maintenance inspections
- 2 . Written reports for service calls
- 3 . Priority scheduling and response for all McKinstry service offerings
- 4 . 24x7 Emergency Response availability
- 5 . 20-minute call back and 4-hours on site for emergency service calls
- 6 . Service history tracking by Equipment ID for all equipment under contract
- 7 . Preferred service rates for all services
- 8 . Work to be performed during normal business hours

COMMENTS/CLARIFICATIONS

All work is done subject to McKinstry's standard Service Warranty

McKinstry will not be responsible for:

- Any services not specifically listed in the Scope of Work
- The quality or suitability of Customer furnished materials and/or equipment; the system performance; and/or system design
- Emergency calls resulting from system design issues
- Liability for underground utilities, obstructions, locating services and location of utilities, and/or unforeseen obstacles or conditions
- Any damages that are not reasonably foreseeable from any incident, including special, indirect, or consequential damages
- Water supply and drain issues beyond the requirements listed in the Scope of Work
- Electrical service beyond the equipment disconnect switch, or electrical service requirements due to power failure
- Any work not paid in full
- Downtime for IT infrastructure and/or IT network(s) to which McKinstry had no responsibility for
- Damage caused by freezing
- Repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or anything else other than caused ordinary use
- Repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment
- Non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, equipment housing, casings, enclosures and/or boiler vessels.
- Any claims, damages, losses or expenses, arising from or related to conditions that existed in, or, or upon the premises before the effective date of this Agreement. These preexisting conditions include, without limitation, damages, losses, or expenses involving building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi
- Data management and impacts including accessibility, integrity, and system uptime or downtime



Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality	Duty Cycle	Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
			1 or 2 or 3	Light Medium Heavy	Clean Moderate Dirty					
AHU-01	Air Handler Built Up (up to 15 tons)	Greenheck	2	Medium	Moderate	Air Handler Unit	Field Verify	Field Verify	Roof	20 X 20 X 1 Pleat-40
WWHP-01	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Water Heat Pump	Field Verify	Field Verify	Office Celimg	12 X 20 X 2 Pleat-40
GSHP-01	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	20 X 25 X 2 Pleat-40
GSHP-02	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	18 X 18 X 2 Pleat-40
GSHP-03	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	18 X 18 X 2 Pleat-40
GSHP-04	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	18 X 18 X 2 Pleat-40
GSHP-05	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	10 X 20 X 2 Disposable
GSHP-06	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	20 X 20 X 2 Pleat-40



Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality	Duty Cycle	Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
			1 or 2 or 3	Light Medium Heavy	Clean Moderate Dirty					
GSHP 2-1	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-2	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-3	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-4	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-5	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-6	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-7	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40



Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality	Duty Cycle	Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
			1 or 2 or 3	Light Medium Heavy	Clean Moderate Dirty					
GSHP 2-8	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-9	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-10	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-11	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-12	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-13	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-14	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40



Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality	Duty Cycle	Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
			1 or 2 or 3	Light Medium Heavy	Clean Moderate Dirty					
GSHP 2-15	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-16	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-17	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-18	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-19	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-20	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
P-01	Pump Circulation (up to 30 HP)	Taco	1	Medium	Moderate	Pump	Field Verify	Field Verify	Boiler Room	



Equipment List for
City Of Edgewood

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Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality	Duty Cycle	Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
			1 or 2 or 3	Light Medium Heavy	Clean Moderate Dirty					
P-02	Pump Circulation (up to 30 HP)	Taco	1	Medium	Moderate	Pump	Field Verify	Field Verify	Boiler Room	
C-01	Digital Controls Site Access	Facility Explorer	2	Medium	Moderate	HVAC Control	Field Verify	Field Verify	Boiler Room	



Schedule for
City Of Edgewood

Site: City Of Edgewood

2224 104th Ave. E.

Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MJ=Major Insp. MI=Minor Insp. AN=Annual Insp. OP=Operational Insp. FC=Filter Change Only CC=Coil Cleaning SPM=Bearing Analysis VIB=Vibration Analysis MCA=Motor Circuit Analysis US=Ultrasonic Survey OIL=Oil Analysis LA=Laser Alignment BC=Belt Change WT=Water Treatment EB=Energy Benchmark OA=Operational Assessment														
AHU-01	Air Handler Built Up (up to 15 tons)	Air Handler Unit		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
WWHP-01	Heat Pump Water Source (up to 5 tons)	Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP-01	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP-02	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP-03	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP-04	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP-05	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP-06	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-1	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	



Schedule for
City Of Edgewood

Site: City Of Edgewood

2224 104th Ave. E.

Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GSHP 2-2	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-3	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-4	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-5	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-6	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-7	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-8	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-9	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-10	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-11	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	



Schedule for
City Of Edgewood

Site: City Of Edgewood

2224 104th Ave. E.

Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GSHP 2-12	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-13	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-14	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-15	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-16	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-17	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-18	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-19	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
GSHP 2-20	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/FC			MJ/FC			MJ/FC			MJ/FC	
P-01	Pump Circulation (up to 30 HP)	Pump		MJ			MJ			MJ			MJ	



Schedule for
City Of Edgewood

Site: City Of Edgewood

2224 104th Ave. E.

Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
P-02	Pump Circulation (up to 30 HP)	Pump		MJ			MJ			MJ			MJ	
C-01	Digital Controls Site Access	HVAC Control		MJ			MJ			MJ			MJ	

Heat Pump Water Source Major Inspection Preventive Maintenance Task List ©

Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with site contact

Operational Overview

- Note current outside air temp and weather conditions
- Verify overall operation
- Check heating/cooling operation
- Check/Record supply air temperature
- Check/Record return air temperature
- Note any abnormal vibration or noise

Compressors

- Note cleanliness/condition
- Record operating voltage
- Record operating amps
- Check crankcase heater
- Check for refrigerant/oil leaks
- Check crankcase oil level
- Meg ohm readings compressor windings

Refrigeration System

- Verify reversing valve operation
- Verify metering device operation
- Check cap tube condition
- Check for refrigerant/oil leaks
- Check sightglass

Controls

- Check all terminations in control panel
- Exercise controls
- Check safeties and trip points
- Check ambient controls
- Check operation of water reg valve

Supply Fan Section

- Inspect bearings for excessive wear & end play, tighten set screws
- Adjust pulleys & belts
- Number & size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade and tighten set screws
- Verify proper operation of fans
- Lubricate fan and motor

Indoor Coils

- Note cleanliness of coil
- Record deltaP across coil
- Record deltaT across coils
- Check for refrigerant leaks
- Check condensate pan and drain

Filter Section

- Note filter condition
- Change filters per schedule
- Note condition of outside air filters/screens

Heating Section (Electric)

- Inspect controls and sequencer operations
- Record voltage
- Record amperage
- Check overload and safeties

Heat Exchanger (Waterside Coil)

- Record Delta P across coil
- Record Delta T across coil
- Check for refrigerant leaks

Scope of Work

Chem-Aqua will provide quarterly service to maintain and adjust treatment levels in the Ground Source Heat Pump Loop.
Chem-Aqua will provide 5 gallons of inhibitor per year. Should systems require more product, it will be purchased as-needed.
Nitrite will be maintained 600-1200ppm.
Chem-Aqua will provide notice of any substantial water loss.
Chem-Aqua will provide an electronic report for the on-site engineer and office (emailed).
Chem-Aqua will provide limited laboratory services on an as-needed basis.
Chem-Aqua will provide a water treatment training to the building engineers, upon request
Chem-Aqua will provide one Nitrite Test Kit to building engineers, upon request.
Note NO Glycol is included in this quote. Any needed glycol would be purchased as-needed.

Pump Circulation Major Inspection Preventive Maintenance Task List ©

Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with site contact

Operational Inspection

- Verify operation
- Note any abnormal vibration or noise

Performance

- Record pump discharge pressure
- Record pump suction pressure

Safeties

- Check for loose or burned wiring
- Check trip all trip points

Electrical

- Check electrical contacts for wear & pitting
- Check starter contactors
- Check and tighten electrical connections

Controls

- Check all terminations in control panels
- Exercise controls

Lubrication

- Lubricate motor bearings
- Lubricate solid coupling
- Check pump oil level

General Maintenance

- Check isolation valve packing
- Check isolation valves for leaks

Drive Motors

- Check for dirt & debris around end bell
- Check motor fan
- Check all hold down bolts
- Megger, motor and record results
- Record motor amperages
- Record motor voltages

Drive Components

- Check coupling guard security
- Check coupling alignment

Pump

- Check packing or mechanical seals for leaks
- Repack if required
- Inspect gaskets for leaks & deterioration
- Check all hold down bolts
- Check impeller clearance

Air Handler Built Up Major Inspection Preventive Maintenance Task List ©

Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment and lock out
- Document work done during inspection
- Check out with site contact

Operational Overview

- Note current outside air temp and weather conditions
- Verify overall operation
- Check/Record supply air temperature
- Check/Record return air temperature
- Check/record system static pressure
- Note any abnormal vibration or noise

Indoor Coils

- Note cleanliness of coil
- Record deltaP across coil
- Record deltaT across coils
- Check for refrigerant leaks
- Check condensate pan and drain
- Check for water leaks

Controls

- Check all terminations in control panel
- Exercise controls
- Check VFD/IGV
- Check safeties and trip points
- Check ambient controls

Economizer Section

- Check for dirt accumulation
- Check for damper actuator and linkage operation
- Check and adjust minimum position
- Check operation of pressure relief dampers

Return Fan Section

- Inspect bearings for excessive wear and end play
- Adjust pulleys and belts
- Number and size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade
- Verify proper operation of fans
- Lubricate fan and motor

Supply Fan Section

- Inspect bearings for excessive wear and end play
- Adjust pulleys and belts
- Number and size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade
- Verify proper operation of fans
- Lubricate fan and motor

Exhaust Fan Section

- Inspect bearings for excessive wear and end play
- Adjust pulleys and belts
- Number and size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade
- Verify proper operation of fans
- Lubricate fan and motor

Filter Section

- Note filter condition
- Change filters per schedule
- Note condition of outside air filters/screens

MAINTENANCE & SERVICE AGREEMENT

Contractor

McKinstry Co. LLC
2306 Pacific Ave
Tacoma, WA 98402
Phone: 253.572.9876
Fax: 253.272.1714
Email: matte@mckinstry.com

Customer

City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372
Phone: (253) 392-2562
Fax:
Email: matthew@cityofedgewood.org

Agree preventive maintenance and repair service will be provided at:

City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

In accordance with the enclosed specifications, the terms and conditions set forth in this agreement; and other attachments which are made a part of this agreement:

Maintenance shall commence on:

HVAC Maintenance at an annual fee of:

HVAC Bldg. Controls Maintenance at an annual fee of:

Water Treatment Maintenance at an annual fee of:

Which is payable:

Sales Tax excluded if applicable

PRE-AUTHORIZED REPAIR LIMIT

3/1/2020

\$ 8,785.00

\$ 2,998.00

\$ 1,588.00

\$ 3,343.00

\$ 750.00

Annually

Annually

Annually

Quarterly

This agreement shall continue in effect for a period of one (1) year, and from year to year thereafter, except that either party may provide written notice to the other party of an intention not to continue with thirty (30) days written notice.

Contractor agrees to provide repair service to the customers, twenty-four (24) hours per day seven (7) days per week at the contracted rates quoted by the contractor. All repair services performed shall be billed separate of the maintenance agreement and shall not be deemed a part of the preventive maintenance program. It is further agreed that the customer shall be billed for any and all components and materials required to successfully complete such repairs. McKINSTRY CO. will increase this maintenance agreement each year at renewal based on the annual Consumer Price Index (CPI) or Union Labor Contract increases, whichever is greater, not to exceed 4% annually. CPI Index will be calculated by using annual rate for the prior calendar year rounded to the nearest whole number, Union Labor increases will be based on percentage of total salary package increase rounded to the nearest whole number.

Predictive Maintenance

- | | | | |
|---|---|---|---------------------------------------|
| ☐ SPM Bearing Analysis | ☐ Computer/Laser Alignment | ☐ Vibration Analysis | ☐ Oil Analysis |
| ☐ Motor Circuit Analysis | ☐ Eddy Current Analysis | ☐ Refrigerant Analysis | ☐ Other |

Preventive Maintenance

HVAC

- ☒ Maintenance
- ☐ Service/Repair/Replace
- ☐ Water Treatment
- ☐ Chillers/Centrifugal

FACILITY SERVICES

- ☐ Service Desk
- ☐ Info Center
- ☐ Facility Mgr./Coordinator
- ☐ Other

PLUMBING

- ☐ Backflow Devices
- ☐ Jetting/Camera
- ☐ Drain Maintenance
- ☐ Boilers

FIRE

- ☐ Sprinkler Confidence Testing
- ☐ Fire Alarm Testing
- ☐ Fire Alarm Monitoring
- ☐ Fire Extinguishers

CONTROLS

- ☐ Connection Agreement
- ☒ Controls Maintenance
- ☐ Remote Alarming/Monitoring
- ☐ Other

OTHER SERVICES

- ☒ Compressed Air Systems
- ☐ Vacuum-Pumps
- ☐ Hood-Cleaning
- ☒ Water Treatment

This agreement is accepted by:
McKinstry Co. LLC:

City Of Edgewood

Signature (Authorized Representative)

Name (Authorized Representative)

Matt Earnhardt

Name

Senior Account Executive

Title

02/04/20

Date

Signature (Authorized Representative)

Name

Title

Date

Scope Clarifications

CUSTOMER OBLIGATIONS

The customer shall be responsible for and agrees to: a) properly operate the equipment in accordance with the applicable recommended procedures and operating manuals; b) ensure that qualified personnel are provided for such operation; c) promptly report unusual equipment operating conditions or operations; d) furnish to McKinstry clean and secure access to all equipment to be serviced; and e) provide professional cooling tower water treatment as needed.

EXISTING EQUIPMENT

All work within the Scope of Coverage assumes that the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonable start-up, unless otherwise agreed to in writing, repair charges will be submitted for approval. McKinstry shall not be liable for failure to discover conditions necessitating further repair or replacements nor shall any inspections be construed as an approval or guarantee of the system or equipment. For necessary repairs that are not approved, the non-maintainable items will be suspended from the Scope of Coverage. McKinstry reserves the right to charge an inspection fee if the repairs are not authorized.

Any work not specifically included in the repair submittal is specifically excluded. McKinstry will not be required to make safety test or install new attachments, additional controls, or equipment directed by insurance companies or other authority that are outside of the proposed repair. Those would be additional services if required, and must be agreed to in writing.

SERVICE AVAILABILITY

Unless otherwise agreed to, McKinstry agrees to provide service availability during normal business hours, i.e., 7:00 AM to 4:30 PM, Monday through Friday, holidays excepted, and service at other than normal business hours, if contracted for, at the hourly rate and terms, including vehicle charges or special assessments, then in effect McKinstry.

If any emergency service call is made at Customer's request and inspection does not reveal any defect for which McKinstry is responsible, Customer will be liable for regular charges prevailing for such service. Customer acknowledges that there is a minimum charge of one (1) hour.

McKinstry shall have full and free access to the equipment to provide service. If persons other than representatives of McKinstry perform maintenance or repair of a unit of equipment, and as a result further repair by McKinstry is required, such repairs will be made at McKinstry's applicable time and material rates and terms then in effect.

EXCLUSIONS

Maintenance Service does not include: (a) water supply and drain beyond the subject equipment; (b) equipment housing, casing or enclosure; (c) electrical service beyond the equipment disconnect switch, or service requirements due to power failure; (d) damage caused by freezing; (e) work required by government codes, building and union regulations; (f) repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or other than ordinary use; (g) repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment; (h) emergency calls resulting from system design problems; (i) non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, and boiler vessels. Plumbing services and energy management and emergency calls resulting from energy management activities will only be included if specifically noted and agreed to within the Scope of Services.

HAZARDOUS MATERIALS

Customer acknowledges that McKinstry's obligation under this service agreement and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, McKinstry's sole obligation will be to notify the Customer of their existence. McKinstry shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Service Warranty

OUR WARRANTY TO THE CUSTOMER:

McKinstry warrants to use the industry standard knowledge, efforts, skill and judgement generally applicable within the area to inspect and service the equipment listed in the Scope of Coverage in accordance with the schedule and task list of the Service Agreement. This warranty will be in effect for a period of thirty (30) days from the completion of any service. McKinstry will carry out these obligations with reasonable promptness in a workmanlike manner and strives to assure reliable equipment operation consistent with the capabilities of the equipment itself. Any warranty of goods or materials, including consumable products, shall only be that of the manufacturer, if any. Except as expressly set forth above, McKinstry is providing the services and deliverables "as is" and "with all faults" and without any warranties or representations. McKinstry hereby disclaims all implied warranties, including any warranty of fitness for a particular purpose, any warranty of merchantability and any warranty of non-infringement.

ISSUES NOT COVERED BY THIS WARRANTY:

This warranty shall not apply to equipment which (a) have been opened, disassembled, repaired, or altered by anyone other than McKinstry or its authorized representatives; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or started up in a manner contrary to the manufacturer's instructions, or (d) have been exposed to contaminants, or corrosive agents, chemicals, or minerals, or (e) have not been fully paid for by Owner. This warranty shall not apply to consumable and/or expendable items, including filters, refrigerants, fluids, and/or lubricants.

LIMITS OF LIABILITY

In no case shall McKinstry, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any indirect, incidental, punitive, special, or consequential damages arising from the use of McKinstry's Service or for any other claim related in any way to McKinstry's work, even if advised of their possibility. Customer's sole and exclusive remedy and McKinstry's entire liability for any cause of action will be for McKinstry to promptly re-perform any services at McKinstry's expense or refund to Customer the fees incurred by McKinstry for that Statement of Work that gave rise to the liability. McKinstry makes no other warranties expressed or implied and its technicians are NOT authorized to make such warranties.

HOW TO OBTAIN SERVICE UNDER THIS WARRANTY:

To obtain services under this warranty, the Customer must file a claim with their assigned McKinstry Account Executive within 30 days of discovery of the defect.





Service Contacts

McKinstry is staffed to respond to your service requests 24-hours a day, 365 days per year. Our goal is to meet and exceed your expectations in everything we do.

To assure the quickest and best response from our Service Team, please direct all service requests and service technician scheduling issues to our Dispatch Team or Account Manager.

Listed below are your service contacts. These contacts are available during standard business hours of 7:00 AM to 4:30 PM. For after hours emergency service, please contact McKinstry Dispatch at (206) 762 5900

DISPATCH TEAM

HVAC and Plumbing

Dispatch

(206) 762-5900

dispatch1@mckinstry.com

BILLING TEAM

Service Billing

Billing Desk

(206) 832-8328

billing@mckinstry.com

ACCOUNT MANAGEMENT

Your Account Manager is responsible for maintaining personal contact with you and assuring that McKinstry Service meets and exceeds your expectations. They will serve as your liaison with all other departments within McKinstry and are responsible for aligning you with any McKinstry resources you need to help you take care of your facility. Your account manager will be assigned to you after a contract is in place.

OUR MESSAGE

McKinstry has been a Pacific Northwest leader in comprehensive building systems maintenance and repair services since 1975. We recognize that for many of our clients, one of the key challenges is finding a trusted maintenance services partner to help them preserve and operate their building's systems. We understand the importance of scheduled preventative maintenance on systems to increase the life of the equipment and ensure efficient operation.

Our service and facilities group strives to compete every day to fully maintain and enhance your built environment. McKinstry's mobile service technicians can provide a wide variety of preventive, predictive, proactive, and corrective maintenance services on systems including mechanical, plumbing, electrical, building automation, fire protection, and refrigeration. Their diverse experience proves invaluable to the lifespan of your equipment and in the resolution of issues your building may experience. We continue to be constantly innovative and push the boundaries of excellence and we will work tirelessly to help your site be energy efficient, productive, and comfortable.

DEPARTMENT MANAGERS

Mike Porter

Vice President Facility Solutions

Jennifer Koch

Operations Director



Obtaining Service

McKinstry Service has a large fleet of vehicles with licensed, union trained technicians available to respond to your needs. Each on-call technician is permanently assigned with the needed technology and smart-phone to enable quick response to emergency situations.

TACOMA EMERGENCY RESPONSE

REGULAR SERVICE CALLS : (253) 572-9876 the switchboard will direct your call (Normal working hours are Monday - Friday, 7:00 AM - 4:30 PM).

EMERGENCY SERVICE AFTER HOURS : (253) 572-9876 (You will be connected to our after-hours operator.)

The appropriate technician will be notified and your call will be returned within 15 minutes.

For non-emergency or next business day service messages (after-hours), call (253) 572-9876 and you will be transferred to our after-hours operator. Your call will be returned the next normal business morning.



UA STAR Certified Technicians

RIGOROUSLY TRAINED; HIGHLY QUALIFIED

It's your guarantee that you're getting the best-trained heating, cooling, plumbing & fitting service technicians available in the industry. The United Association S.T.A.R. Certification means these technicians have completed a stringent 5 year training program and have passed the UA S.T.A.R. Certification exam, giving them service journeyman status and over 30 hours of college credit toward an Associates Degree in HVACR or Construction Supervision. The UA S.T.A.R. Program was developed jointly by the UA and Ferris State University, one of the most highly acclaimed providers of education programs in the mechanical industry. Technicians are tested by an independent testing corporation NITC

Tested for expertise in:

Mechanical Systems	Steam System	Safety
Electrical Systems	Plumbing	Mathematics
Controls	Ventilation	Customer Service
Air Conditioning	Piping	Refrigeration
Heating	Lifting Equipment	

These technicians work more efficiency, work safer and work smarter. Your job gets completed on time and you save money because the work is done efficiently. And you have the peace of mind of knowing it's done right!

Service Customer Commitments

VALUE

McKinstry will actively work toward reducing your operational costs by focusing on your system holistically as opposed to just considering individual pieces of equipment. We will keep you involved in the process and always use resources, methods and materials that provide the best long term value to your needs.

SATISFACTION

McKinstry will resolve issues to your satisfaction. We will strive to continually improve our level of service by actively measuring customer satisfaction and acting on the recommendations from our customers.

COMMUNICATION

McKinstry will patiently listen to our clients and then provide timely, respectful and comprehensive communication to them. We will notify our customers prior to arriving on site, checking in with the appropriate site contact, documenting our findings in writing, providing solutions on site whenever possible and checking out with the appropriate site contact. We will keep our clients involved in the process. We will do what we say and say what we do.

SAFETY

McKinstry will provide a culture of safety first and perform all work in a professional manner that puts the safety of our team and our client's team first and foremost. We will always leave your facility cleaner and safer than we found it.

PEOPLE

McKinstry will hire, train and retain the most qualified, committed and professional office staff and field technicians in the facility service industry. We will empower our people to take ownership, responsibility and accountability by providing them with them with the appropriate resources, training and coaching.

INTEGRITY

McKinstry will be honest, ethical, fair and equitable in all business dealings with our clients, suppliers and employees.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0498 , approving Resolution No. 20-0498, The Reserve at Hillcrest Estates #19-1486 Final Plat	Agenda Item #: AB20-0498
	For Agenda of: 3/24/2020
	Prepared by: Kristin Moerler
Attachments (list): 1. 1 Resolution_The Reserve at Hillcrest (Cirilium) Final Plat 19-1486 2. 2 Final Plat The Reserve at Hillcrest 3. 3 19-1486 The Reserve at Hillcrest (Cirilium) Final Plat Staff Report 4. 4 Engineering Certification 18-1456 Cirilium Subdivision 5. 5 Condition Review 19-1486 Reserve at Hillcrest Cirillium 6. 6 Ref Map - Reserve at Hillcrest	
Approval of Materials: Kristin Moerler Rachel Pitzel 3/19/2020 Darren Groth 3/19/2020 Dave Gray 3/19/2020 Daryl Eidinger 3/20/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: RCW 58.17.140 requires that a final decision on a final plat must be issued within 30 days or less after submission of the complete application.

Summary Statement:

The Reserve at Hillcrest subdivision is located at 12311 31st Street E, Edgewood, WA and was previously known as the Cirilium Subdivision. This project subdivides 10.42 acres located in the Single Family (2) two zoning classification into a total of eighteen (18) single-family lots.

The Final Plat application was submitted to the City on October 31, 2019. The staff report (Exhibit 3) details the facts relating to the applicant's compliance with the approvals issued for the project. The project has been substantially constructed with the exception of bonding for the installation of the remaining landscaping.

The applicant is obtaining signatures on the final plat document, and the Covenants, Conditions, Easements Restrictions and Reservations document. The required Stormwater Maintenance Agreement and the Public Stormwater Easement are also being finalized at this time, Staff anticipates that the final revisions will be submitted prior to the Council review to address the remaining concerns detailed in the staff report.

Staff has asked the applicant to hold the final documents for a single submittal when all are fully executed due to the current closure of City Hall to the public. Staff recommends approval of the final plat having

reviewed the detail of the referenced permits and all associated approvals, conditioned upon the submittal of the final documents and bonding.

Final plat approval must be made by the legislative body (City Council). The final plat approval is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms with state law and local ordinances, final approval must be granted (RCW 58.17.170). The process to be followed by the City Council in the review, approval or denial of this application is that of a closed record decision under EMC 18.40.190(H)(8). There is no opportunity for public testimony.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB20-0498**, approving Resolution No. 20-0498, The Reserve at Hillcrest Estates #19-1486 Final Plat

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 20-0498

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, APPROVING THE RESERVE AT HILLCREST FINAL PLAT, LOCATED AT 12311 31ST STREET E, EDGEWOOD, WA

WHEREAS, December 6, 2017, an application was submitted to the City for a preliminary plat to requesting to subdivide 10.42 acres into 18 single-family residential lots. The site is zoned Single-Family Two (SF-2), located at 12311 31st Street E, Edgewood, WA; and

WHEREAS, the City issued a Mitigated Determination of Nonsignificance (MDNS) on **June 29, 2018**, with 7 mitigating conditions, and there were no appeals to the MDNS; and

WHEREAS, on August 2, 2018, the Hearing Examiner held a hearing on the preliminary plat, and on August 15, 2018, the Hearing Examiner granted preliminary plat approval, subject to twenty-seven (27) conditions; and

WHEREAS, the site development permit for the subdivision infrastructure was submitted to the City on December 5, 2019, and permit number 18-1456 was approved on June 5, 2019, and issued to the applicant on June 6, 2019; and

WHEREAS, the City of Edgewood issued the City Engineer's Certificate of Improvements Project 18-1456 on March 3, 2020, documenting the completion of the required infrastructure improvements through construction and minor bonding subject to conditions; and

WHEREAS, on October 31, 2019, an application was submitted to the City for final plat approval and was deemed complete on November 26, 2019, and

WHEREAS, the final plat application has been reviewed by relevant City departments in a staff report dated March 19, 2020 and attached as Exhibit B, and City staff determined the applicant has met the criteria for final plat approval;

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

Section 1. Final Plat Approval. The City Council of Edgewood finds that the conditions of preliminary plat approval the Reserve at Hillcrest Subdivision have been met and the requirements for recording the final plat have been met and hereby adopts the findings of fact as set forth in the Staff Report dated March 19, 2020, attached hereto as Exhibit B and incorporated herein by this reference. The final plat for the Reserve at Hillcrest Subdivision is **APPROVED**, subject to completion of the bonded landscaping as identified in Exhibit B, final submittal of the and staff and the Mayor are authorized to inscribe and execute the Council's approval on the face of the

plat. The original of the plat shall be filed for record by the City at the applicant's cost with the Pierce County Auditor's office.

Section 2. Severability. If any section, sentence, clause or phrase of this resolution 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 resolution.

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

PASSED THIS 24TH DAY OF MARCH 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie J. Soto, Interim City Attorney

Exhibit A

Final Plat of Phase 1 of the Edgewood View Estates Subdivision

Exhibit B

November 21, 2019 - City of Edgewood Staff Report 19-1484

THE RESERVE AT HILLCREST

SHEET 1 OF 6

A PORTION OF THE SE 1/4 OF THE SW 1/4, SECTION 11, TOWNSHIP 20 NORTH,
RANGE 4 EAST, W.M., CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

DEDICATION

WE THE UNDERSIGNED, ATTEST THAT WE/I ARE THE OWNERS(S) IN FEE SIMPLE OF THE LAND REPRESENTED ON THIS PLAT AND THAT THIS FULL SUBDIVISION HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

WE THE UNDERSIGNED OWNER(S) OF THE HEREIN DESCRIBED PROPERTY DEDICATE THESE LOTS TO THE PURCHASERS THEREOF. ALL ROADS ARE PRIVATE AND ARE NOT DEDICATED TO THE PUBLIC. EACH LOT OWNER SHALL HAVE AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES, AND ANY OTHER PURPOSES NOT INCONSISTENT WITH ITS USE AS A ROADWAY, OVER AND ACROSS ALL THE PRIVATE ROADS SHOWN ON THE PLAT. THE OWNERS RESERVE THE RIGHT TO MAKE ANY NECESSARY CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF THESE ROADS. THESE STREETS AND ROADS ARE PRIVATE AND WILL NOT BE DEDICATED TO THE CITY OF EDGEWOOD UNTIL SUCH TIME AS THEY ARE CONSTRUCTED TO CITY OF EDGEWOOD STANDARDS, AND AT SUCH TIME AS THE CITY OF EDGEWOOD DESIRES TO ACCEPT THEM.

FURTHER THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF EDGEWOOD, ITS SUCCESSORS AND ASSIGNS, WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THE SUBDIVISION.

WE DEDICATE TO MT. VIEW EDGEWOOD WATER COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, CONTRACTORS, FOR THE USE OF THE PUBLIC FOREVER, A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF WATER LINES OVER, UNDER AND ACROSS TRACT D (PRIVATE ROAD) AND THE EASEMENTS SHOWN ON THE FACE OF THIS PLAT.

FURTHERMORE, WE UNDERSIGNED OWNERS OF THE INTERESTS IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATES THE SAME FOR A COMMON INTEREST COMMUNITY NAMED THE RESERVE AT HILLCREST, A PLAT COMMUNITY AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION OF COVENANTS FOR THE RESERVE AT HILLCREST RECORDED UNDER PIERCE COUNTY RECORDING NO. _____.

TRACT 'A' COMMUNITY SEPTIC, TRACTS 'B', 'C', & 'E' STORM, TRACT 'D' PRIVATE ROAD, TRACT 'F' COMMUNITY SEPTIC/PASSIVE RECREATION, ALL LOTS HAVE AN EQUAL AND UNDIVIDED INTEREST IN SAID TRACTS. THE RESERVE AT HILLCREST HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR OWNERSHIP AND MAINTENANCE OF TRACTS "A", "B", "C", "D", "E", & "F"

BY: _____
MEMBER, RIVER ROAD INVESTMENTS, LLC

BY: _____
MEMBER, CIRILUM DEVELOPMENT, LLC

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE _____, OF RIVER ROAD INVESTMENTS, LLC, A WASHINGTON LIMITED LIABILITY CORPORATION, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT OF AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT (HE/SHE/THEY) (IS/ARE) AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE _____, OF CIRILUM DEVELOPMENT, LLC, A WASHINGTON LIMITED LIABILITY CORPORATION, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT OF AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT (HE/SHE/THEY) (IS/ARE) AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE)

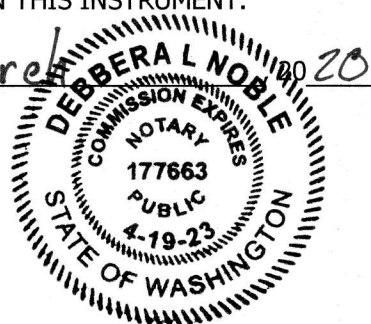
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT THOMAS E. BATTEY IS THE PERSON WHO APPEARED BEFORE ME, ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, AND ACKNOWLEDGED IT TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th DAY OF March, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

PRINTED NAME: Debbora L. Noble

MY APPOINTMENT EXPIRES: 04/19/2023



APPROVALS CITY OF EDGEWOOD PLAT NO. 19-1486

CITY OF EDGEWOOD AGENCY APPROVAL

APPROVED AS TO BEING IN COMPLIANCE WITH ALL TERMS OF THE PRELIMINARY APPROVAL OF THE PROPOSED PLAT.

APPROVED THIS _____ DAY OF _____, 20____.

COMMUNITY DEVELOPMENT DIRECTOR

CITY ENGINEER

APPROVED AT TO THE LAYOUT OF STREETS, ALLEYS, AND OTHER RIGHTS OF WAY, DESIGN OF STORM SEWER SYSTEMS, SANITARY SEWERS, AND OTHER STRUCTURES.

APPROVED THIS _____ DAY OF _____, 20____.

PUBLIC WORK DIRECTOR

CITY OF EDGEWOOD COUNCIL APPROVAL

PURSUANT TO RESOLUTION _____ THE EDGEWOOD CITY COUNCIL FINDS THIS PLAT CONFORMS TO ALL TERMS OF THE PRELIMINARY APPROVAL, APPLICABLE STATE AND LOCAL LAWS, AND THE EDGEWOOD MUNICIPAL CODE AND HEREBY AUTHORIZES THE MAYOR TO EXECUTE ITS WRITTEN APPROVAL ON THE FACE OF THE PLAT.

APPROVED THIS _____ DAY OF _____, 20____.

CITY OF EDGEWOOD MAYOR

ASSESSOR/TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

ASSESSOR/TREASURER
PIERCE COUNTY WASHINGTON

DATE

AUDITOR

FILED FOR RECORD THIS ____ DAY OF _____, 20____, AT ____ MINUTES PAST ____ O'CLOCK, ____ M.

RECORD OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON

RECORDING NUMBER: _____

FEE:\$ _____

JULIE ANDERSON
PIERCE COUNTY AUDITOR

BY: _____

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

PRELIMINARY INSPECTIONS INDICATE SOIL CONDITIONS ALLOW THE USE OF SEPTIC TANKS AND COMMUNITY DRAINFIELD SEWAGE DISPOSAL FOR ALL LOTS WITHIN THIS PLAT. PROSPECTIVE PURCHASERS OF THE LOTS MUST RECEIVE SEPTIC DISPOSAL TANK PERMITS PRIOR TO THE ISSUANCE OF BUILDING PERMITS.

DEPARTMENT REPRESENTATIVE

DATE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY; THAT THE PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL OTHER MONUMENTS AND LOT CORNERS HAVE BEEN SET OR BONDED WITH THE CITY AND WILL BE SET PRIOR TO THE RELEASE OF THE BOND; THAT I HAVE COMPLIED WITH ALL STATE AND CITY REGULATIONS GOVERNING PLATTING AND THAT IT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

FURTHERMORE, THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ENTITLE UFND, TWO, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, HEREBY CERTIFY THAT THIS MAP FOR THE RESERVE AT HILLCREST, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

Thomas E. Battey
THOMAS E. BATTEY
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 30425

MARCH 17, 2020
DATE



CITY OF EDGEWOOD PLAT NO. 19-1486



AUDITOR'S FEE NO. _____

THE RESERVE AT HILLCREST

SHEET 2 OF 6

A PORTION OF THE SE 1/4 OF THE SW 1/4, SECTION 11, TOWNSHIP 20 NORTH,
RANGE 4 EAST, W.M., CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

LEGAL DESCRIPTION

(PER TICOR TITLE COMPANY SUBDIVISION GUARANTEE NO. 70116222, DATED FEBRUARY 26, 2020)

PARCEL NUMBER: 0420113007

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;

EXCEPTING THEREFROM 21ST STREET NORTHEAST (122ND AVENUE EAST) ON THE WEST.

SITUATE IN THE CITY OF EDGEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

TITLE EXCEPTIONS

- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT;
RESERVED BY: O. F. OLSON AND ESTHER OLSON, HUSBAND AND WIFE
PURPOSE: ROADWAY
RECORDING DATE: MAY 28, 1946
RECORDING NO.: 1442810
AFFECTS: PORTION OF SAID PREMISES
- NOT SURVEY RELATED
- GRANTED TO: MT. VIEW-EDGEWOOD WATER COMPANY
PURPOSE: WATER MAIN
RECODING DATE: AUGUST 23,2019
RECODING NUMBER: 201908230621
AFFECTS: AS DESCRIBED THEREIN ON PAGE 6
- GRANTED TO: PUGET SOUND ENERGY
PURPOSE: CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, IMPROVE REMOVE, UPGRADE AND EXTEND, DISTRIBUTION AND SALE OF ELECTRICITY AND GAS
RECORDING DATE: SEPTEMBER 13,2019
RECORDING NUMBER: 201909130953
AFFECTS: AS DESCRIBED THEREIN ON PAGE 4 & 5
- NOT SURVEY RELATED
- NOT SURVEY RELATED

WETLAND BUFFER NOTICE

TRACT E INCLUDES A WETLAND BUFFER AREA AS DEFINED IN EMC TITLE 14. RESTRICTIONS ON USE OR ALTERATION OF THE SITE MAY EXIST DUE TO NATURAL CONDITIONS OF THE SITE AND RESULTING REGULATIONS. TRACT E CONTAINS NATIVE VEGETATION INTENDED TO BUFFER THE WETLAND FROM THE ADVERSE EFFECTS OF DEVELOPMENT. THIS AREA SHALL REMAIN AND BE MAINTAINED IN A NATURAL, UNDEVELOPED, OPEN SPACE STATE. THERE SHALL BE NO CLEARING AND GRADING OR CONSTRUCTION WITHIN THE CRITICAL AREAS, EXCEPT AS SHOWN ON PLANS OR DOCUMENTS APPROVED BY THE CITY OF EDGEWOOD AND CONTAINED IN THE OFFICIAL FILES FOR THIS DEVELOPMENT. CRITICAL AREA SHALL REMAIN UNDISTURBED EXCEPT FOR PERIODIC WATERING AND HAND WEEDING OF PLANTS DESIGNATED AS NOXIOUS BY THE STATE OF WASHINGTON

CONDITIONS AND APPROVALS

- EMERGENCY VEHICLE ACCESS REQUIREMENTS SHALL BE MET IN ACCORDANCE WITH EMC. 15.52. FIRE FLOW AND OR FIRE PROTECTIONS REQUIREMENTS SHALL BE DETERMINED AT THE TIME OF APPLICATION FOR A BUILDING PERMIT.
- INFILTRATION/DETENTION SYSTEMS ARE SUSCEPTIBLE TO FAILURE. IF NOT PROPERLY MAINTAINED. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO SCHEDULE REGULAR INSPECTIONS AND MAINTENANCE OF THE PROPERTY OWNER'S RESPONSIBILITY TO SCHEDULE REGULAR INSPECTIONS AND MAINTENANCE OF THOSE SYSTEMS.
- ALL ROADS ARE PRIVATE WITHIN THIS PLAT.
- VEHICLE ACCESS TO ALL LOTS AND TRACTS WITHIN THIS PLAT SHALL BE FROM 30TH ST CT E.
- THE PROPERTY INCLUDED WITHIN THE LEGAL DESCRIPTION CONTAINS A PRIVATE STORM DRAINAGE SYSTEM. IT SHALL BE THE RESPONSIBILITY OF THE THE RESERVE AT HILLCREST HOMEOWNER'S ASSOCIATION TO MAINTAIN THE PRIVATE STORM DRAINAGE SYSTEM IN ITS ORIGINALLY DESIGNED CONDITION.
- EASEMENTS ARE HEREBY GRANTED FOR INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THE PLAT FOR THE SUBDIVISION OF THE RESERVE AT HILLCREST. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION AS ESTABLISHED BY THE COVENANT RECORDED UNDER THE AUDITOR'S FEE NO. _____.
- THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE ONGOING MAINTENANCE OF ALL COMMON TRACTS AND PRIVATE ROADS WITHIN THIS SUBDIVISION INCLUDING THE PLANTER BUFFER STRIPS(LANDSCAPING TRACTS) (INCLUDING WEEDING, MOWING ETC.) STORMWATER FACILITIES, GATE AND STREET LIGHTING.

TRACT NOTES

TRACT 'A' IS A PRIVATE COMMUNITY SEPTIC TRACT
TRACTS 'B', 'C', & 'E' ARE PRIVATE STORM DRAINAGE TRACTS
TRACT 'D' IS A PRIVATE ROAD TRACT
TRACT 'F' IS A PRIVATE COMMUNITY SEPTIC/PASSIVE RECREATION TRACT
TRACT 'G' IS A PRIVATE ACCESS TRACT

ALL LOTS WILL HAVE AN EQUAL AND UNDIVIDED INTEREST IN SAID TRACTS. REFERENCE PLAT DEDICATION ON SHEET 1.

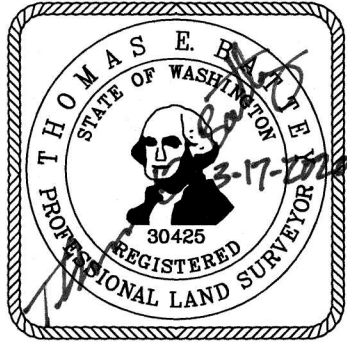
NOTES

THE ARTICLES OF INCORPORATION FOR THE RESERVE AT HILLCREST HOMEOWNER'S ASSOCIATION ARE ON FILE WITH THE STATE OF WASHINGTON IN OLYMPIA.

EASEMENT PROVISION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EDGEWOOD, EAST PIERCE FIRE AND RESCUE, ANY POWER COMPANY, ANY GAS COMPANY, ANY WATER COMPANY, ANY TELEPHONE COMPANY, ANY CABLE TELEVISION COMPANY, U.S. POSTAL SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE FRONT 10 FEET PARALLEL WITH AND ADJOINING THE PRIVATE ROAD FRONTAGE OF ALL LOTS AND TRACTS, AS WELL AS AN EASEMENT WITHIN ALL PRIVATE ROADS, TRACTS AND DRIVES, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS AND UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE TRANSMISSION OR ELECTRIC CURRENT OR FOR TELEPHONE USE OF CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

ALL LOTS ARE HEREBY SUBJECT TO AN EASEMENT 2.5 FEET IN WIDTH PARALLEL WITH AND ABUTTING ALL INTERIOR LOT LINES AND A MINIMUM OF 5.00 FEET IN WIDTH PARALLEL WITH AND ABUTTING ALL REAR LOT LINES FOR THE PURPOSE OF PRIVATE STORM DRAINAGE. IN THE EVENT A LOT LINE ADJUSTMENT IS APPROVED BY THE CITY AFTER THE RECORDING OF THIS PLAT, THE EASEMENT SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE STORM DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE LOTS AND/OR TRACTS DERIVING BENEFIT FROM SAID EASEMENT. NOT STRUCTURES OTHER THAN FENCES, WALLS, OR YARD DRAINS SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS. THESE EASEMENTS HAVE NOT BEEN DEPICTED HEREIN.



CITY OF EDGEWOOD PLAT NO. 19-1486



LARSON
And Associates
Land Surveyors & Engineers, Inc.

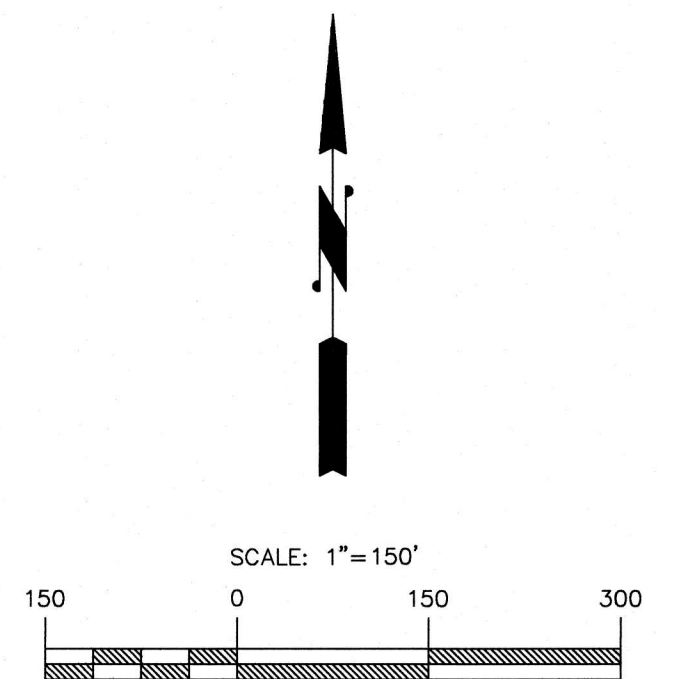
8869 FINAL PLAT
3/17/2020

9027 PACIFIC AVENUE, SUITE 4
TACOMA, WASHINGTON 98444-6247
(253)474-3404 / FAX (253)472-7358

AUDITOR'S FEE NO. _____

SHEET 3 OF 6

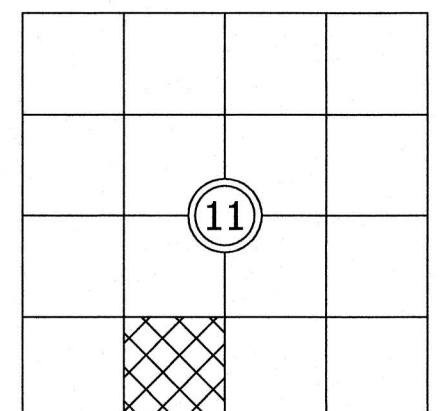
INDEX AND SECTION SUBDIVISION



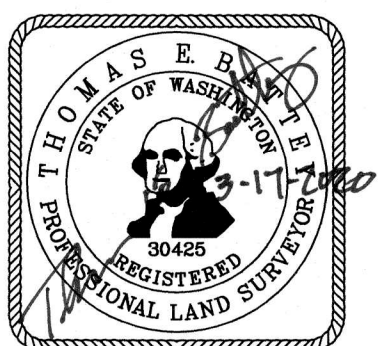
NAD 83/11 WASHINGTON SOUTH ZONE
ESTABLISHED USING GPS RTK ROVER
CONSTRAINED TO PIERCE COUNTY
CONTINUOUSLY OPERATING
REFERENCE STATIONS (CORS)

METHOD OF SURVEY AND FIELD EQUIPMENT UTILIZED:
CONVENTIONAL FIELD TRAVERSE METHODS (UTILIZING A TRIMBLE S5 OR S6 TOTAL STATION) AND GPS RTK ROVER METHODOLOGY

THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW AND 332-130 WAC



INDEX: IN THE SE 1/4 OF THE
SW 1/4, SEC 11, TWP 20 N,
RGE 4 E, W.M.



VICINITY MAP
SCALE: 1" = 1,000'

⊗ MONUMENT FOUND AS NOTED
 ⊕ CALCULATED MONUMENT POSITION
 ○ REBAR FOUND AS NOTED

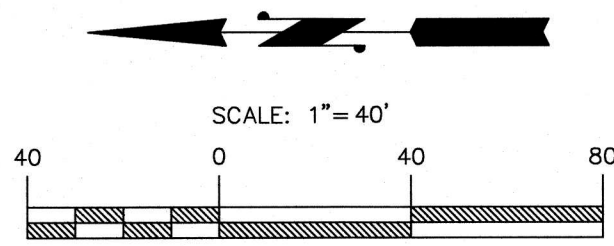
AUDITOR'S FEE NO.



THE RESERVE AT HILLCREST

SHEET 4 OF 6

A PORTION OF THE SE 1/4 OF THE SW 1/4, SECTION 11, TOWNSHIP 20 NORTH,
RANGE 4 EAST, W.M., CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON



SEE SHEET 6 FOR
WATERLINE EASEMENT

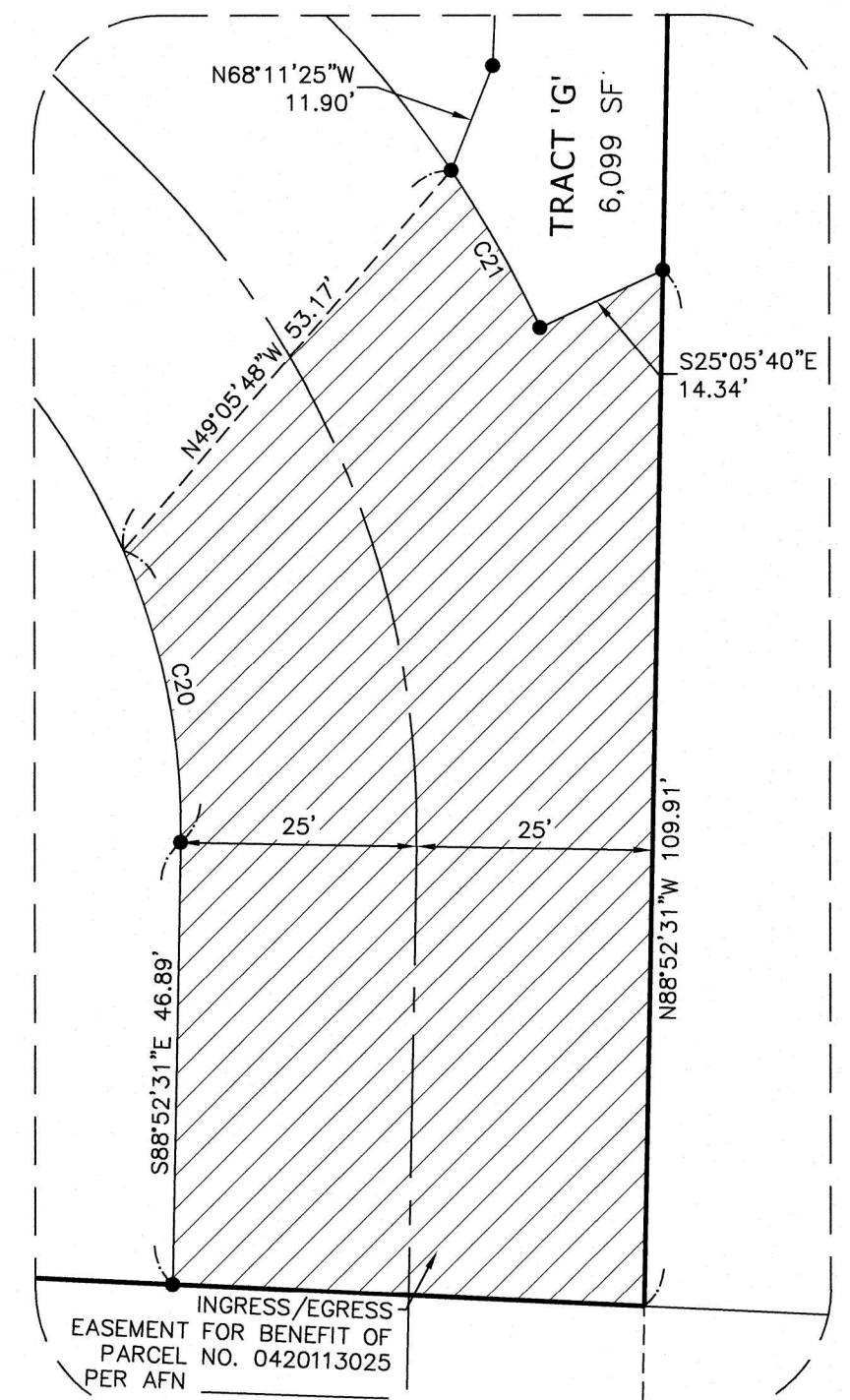
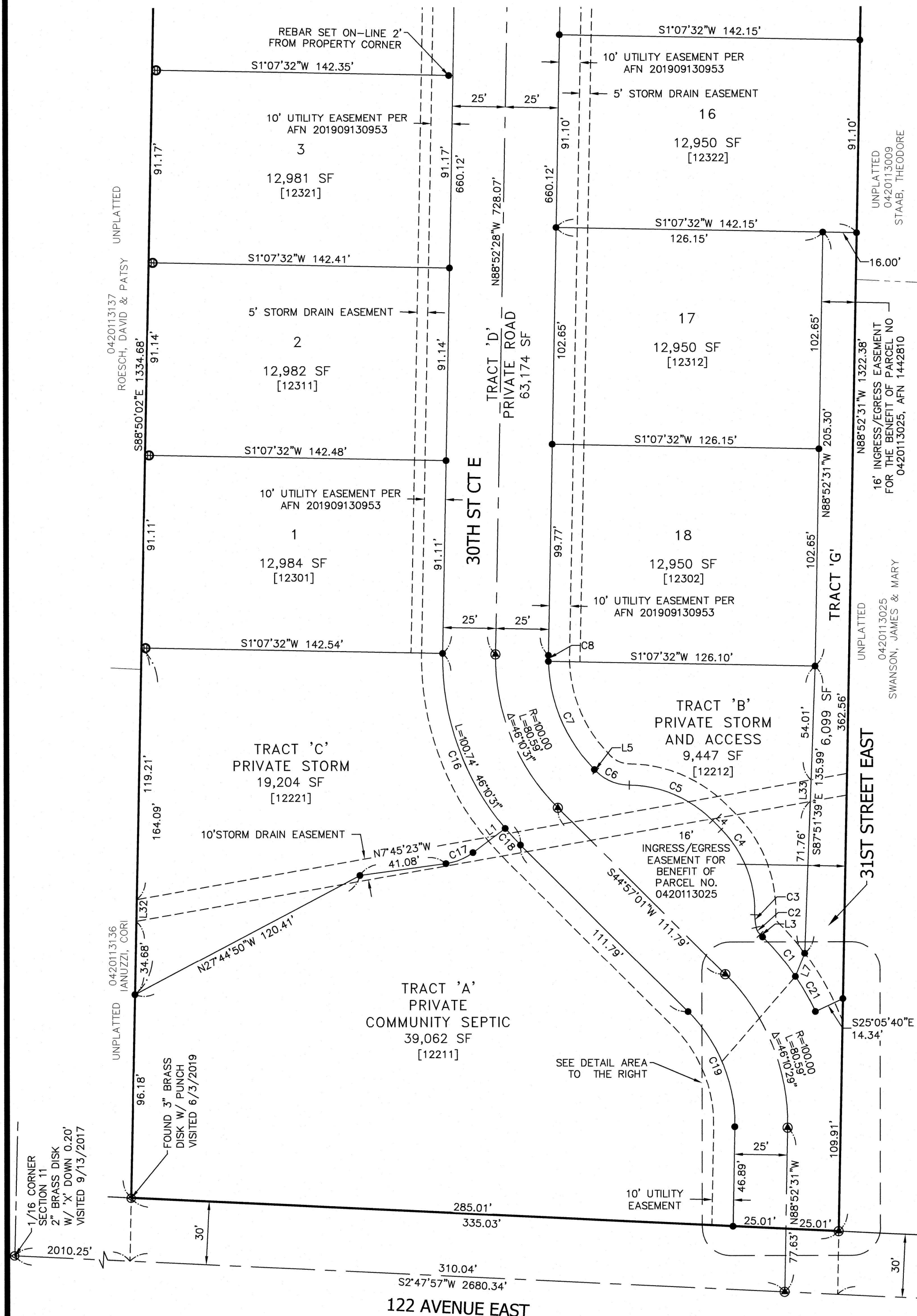
4

CONTINUED ON SHEET 5

15

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	24.37'	125.00'	11°10'10"
C2	3.85'	7.00'	31°28'54"
C3	5.97'	22.67'	15°05'37"
C4	44.36'	55.67'	45°39'17"
C5	43.95'	55.67'	45°13'55"
C6	17.67'	22.67'	44°40'10"
C7	57.09'	75.00'	43°36'58"
C8	2.88'	75.00'	2°12'04"
C9	19.72'	20.00'	56°29'08"
C10	94.65'	61.50'	88°10'35"
C11	50.00'	61.50'	46°34'55"
C12	25.18'	61.50'	23°27'16"
C13	67.46'	61.50'	62°50'44"
C14	77.19'	61.50'	71°54'46"
C15	19.72'	20.00'	56°29'08"
C16	90.05'	125.00'	41°16'26"
C17	13.90'	27.50'	28°57'07"
C18	10.69'	125.00'	4°54'05"
C19	60.44'	75.00'	46°10'29"
C20	31.78'	75.00'	24°16'51"
C21	19.17'	125.00'	8°47'09"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	19.06'	N36°42'30"W
L2	17.12'	S30°33'55"E
L3	1.77'	S44°57'01"W
L4	6.00'	S45°52'15"W
L5	0.90'	S45°18'30"W
L6	2.20'	N88°52'28"W
L7	11.90'	N68°11'25"W
L32	10.19'	S88°50'02"E
L33	10.23'	S87°51'39"E

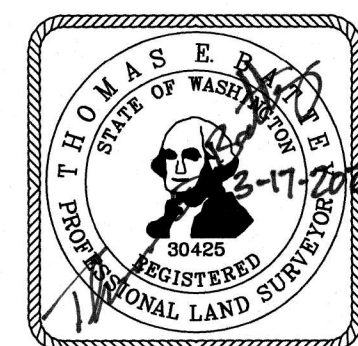


DETAIL AREA
SCALE: 1" = 20'

LEGEND

- ⊗ MONUMENT FOUND AS NOTED
- REBAR FOUND AS NOTED
- ⊙ SET CITY OF EDGEWOOD STANDARD MONUMENT
- SET 1/2" REBAR & CAP, 'BATTEY 30425'
- ⊕ SET 1/2" REBAR & CAP, BATTEY 30425' OFFSET 2 FEET SOUTH OF PROPERTY CORNER

[####] ADDRESS



AUDITOR'S FEE NO.

CITY OF EDGEWOOD PLAT NO. 19-1486

L

LARSON

And Associates

Land Surveyors & Engineers, Inc.

8869 FINAL PLAT
3/17/2020

9027 PACIFIC AVENUE, SUITE 4
TACOMA, WASHINGTON 98444-6247
(253)474-3404 / FAX (253)472-7358

SHEET 5 OF 6

[illegible]

SCALE: 1" = 40'

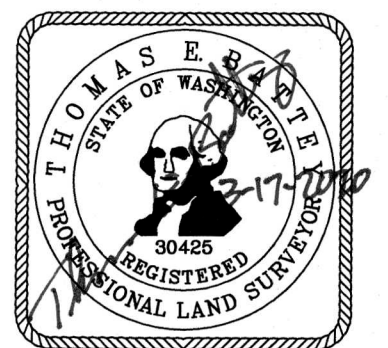
40 0 40 80

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	24.37'	125.00'	11°10'10"
C2	3.85'	7.00'	31°28'54"
C3	5.97'	22.67'	15°05'37"
C4	44.36'	55.67'	45°39'17"
C5	43.95'	55.67'	45°13'55"
C6	17.67'	22.67'	44°40'10"
C7	57.09'	75.00'	43°36'58"
C8	2.88'	75.00'	2°12'04"
C9	19.72'	20.00'	56°29'08"
C10	94.65'	61.50'	88°10'35"
C11	50.00'	61.50'	46°34'55"
C12	25.18'	61.50'	23°27'16"
C13	67.46'	61.50'	62°50'44"
C14	77.19'	61.50'	71°54'46"
C15	19.72'	20.00'	56°29'08"
C16	90.05'	125.00'	41°16'26"
C17	13.90'	27.50'	28°57'07"
C18	10.69'	125.00'	4°54'05"
C19	60.44'	75.00'	46°10'29"
C20	31.78'	75.00'	24°16'51"
C21	19.17'	125.00'	8°47'09"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	19.06'	N36°42'30"W
L2	17.12'	S30°33'55"E
L3	1.77'	S44°57'01"W
L4	6.00'	S45°52'15"W
L5	0.90'	S45°18'30"W
L6	2.20'	N88°52'28"W
L7	11.90'	N68°11'25"W
L32	10.19'	S88°50'02"E
L33	10.23'	S87°51'39"E

- Ⓢ MONUMENT FOUND AS NOTED
- REBAR FOUND AS NOTED
- Ⓢ SET CITY OF EDGEWOOD STANDARD MONUMENT
- SET 1/2" REBAR & CAP, 'BATTEY 30425'
- Ⓢ SET 1/2" REBAR & CAP, BATTEY 30425'
OFFSET 2 FEET SOUTH OF PROPERTY CORNER

[####] ADDRESS



CITY OF EDGEWOOD PLAT NO. 19-1486

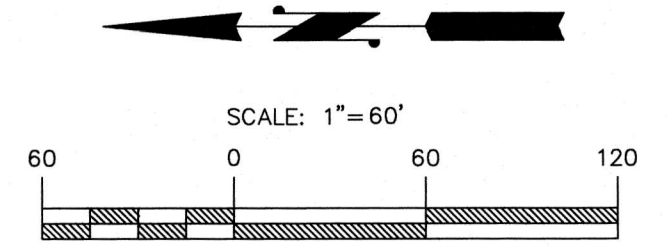
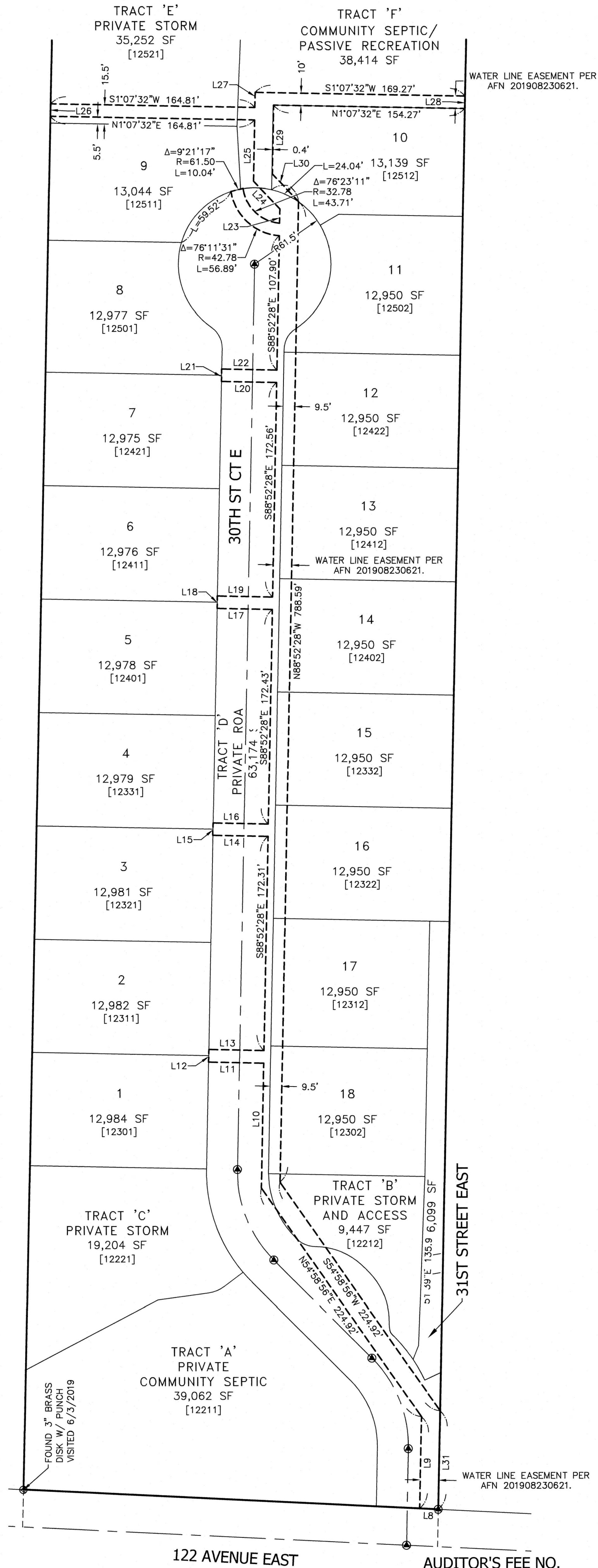


THE RESERVE AT HILLCREST

SHEET 6 OF 6

A PORTION OF THE SE 1/4 OF THE SW 1/4, SECTION 11, TOWNSHIP 20 NORTH,
RANGE 4 EAST, W.M., CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

WATER EASEMENT SHEET



LINE TABLE		
LINE #	LENGTH	DIRECTION
L8	15.01'	N2°46'50\"E
L9	73.64'	S88°52'28\"E
L10	100.45'	S88°52'28\"E
L11	44.50'	N1°07'32\"E
L12	10.00'	S88°52'28\"E
L13	44.50'	S1°07'32\"W
L14	44.50'	N1°07'32\"E
L15	10.00'	S88°52'28\"E
L16	44.50'	S1°07'32\"W
L17	44.50'	N1°07'32\"E
L18	10.00'	S88°52'28\"E
L19	44.50'	S1°07'32\"W
L20	44.50'	N1°07'32\"E
L21	10.00'	S88°52'28\"E
L22	44.50'	S1°07'32\"W
L23	11.60'	S88°52'28\"E
L24	30.59'	N46°07'32\"E
L25	49.57'	S88°52'28\"E
L26	10.00'	S88°50'02\"E
L27	12.13'	S88°52'28\"E
L28	10.00'	N88°52'31\"W
L29	55.48'	N88°52'28\"W
L30	30.59'	S46°07'32\"W
L31	78.97'	N88°52'28\"W

LEGEND

- ⊙ MONUMENT FOUND AS NOTED
- ⊙ SET CITY OF EDGEWOOD STANDARD MONUMENT



CITY OF EDGEWOOD PLAT NO. 19-1486

**LARSON**
And Associates
Land Surveyors & Engineers, Inc.

8869 FINAL PLAT
3/17/2020

9027 PACIFIC AVENUE, SUITE 4
TACOMA, WASHINGTON 98444-6247
(253)474-3404 / FAX (253)472-7358



City of Edgewood, Washington

2224 104th Avenue East, Edgewood WA 98372-1513

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

Staff Report, Findings and Recommendation The Reserve at Hillcrest Subdivision – previously known as Cirilium Estates Final Plat Approval

To: Edgewood City Council
From: Kristin Moerler, Senior Planner
Date: March 19, 2020
Subject: Final Plat Approval for the Reserve at Hillcrest Subdivision

NAME OF SUBDIVISION: The Reserve at Hillcrest Subdivision

NUMBER OF LOTS: Eighteen (18) single family residential lots.

CITY FILE NUMBER: 19-1486

CITY FILE NUMBER AND NAME FOR PRELIMINARY PLAT APPROVAL:
17-1531 Cirilium Subdivision Preliminary Plat

CITY FILE NUMBER AND NAME FOR SITE DEVELOPMENT PERMIT APPROVAL:
18-1456 Cirilium Subdivision

LOCATION: 12311 31st Street E, Edgewood, WA 98372

TAX PARCEL: 0420113007

APPLICANT/ PROPERTY OWNER: Cirilium Development, LLC

LEGAL DESCRIPTION: The legal description is located on page 2 of the Final Plat document

ZONING: Single Family Two (SF2)

COMPREHENSIVE PLAN DESIGNATION: Residential Low

CRITICAL AREAS: The site includes a very small amount of wetland buffer which is contained in the periphery of Tract E. Wetland notes have been placed on the plat to protect the wetland buffer area.

SEPA: The City of Edgewood issued a Mitigated Determination of Nonsignificance (MDNS) on June 29, 2018, and there were no appeals to the MDNS.

PRELIMINARY PLAT APPROVAL: The City of Edgewood Hearing Examiner granted preliminary approval subject to twenty-seven (27) conditions on August 15, 2018.

FINAL PLAT APPLICATION: Application was received on October 31, 2019. The City deemed the application complete on November 26, 2019. The City requested additional information related to project completion and satisfaction of conditions needed to support approval of the final plat on December 9, 2019.

The applicant was able to address project completion, obtaining the Engineering Certification for the project on January 22, 2020. The revised CC&R document was accepted by staff on March 18, 2020. The applicant has provided a revised Final plat map submitted on March 19, 2020, minor revisions are being coordinated to address the public Stormwater easement as detailed in subsection D below. The final revisions are anticipated to be provided to staff for approval prior to the council meeting.

ATTACHMENTS:

1. The City of Edgewood Engineer's Certificate of Completion dated January 22, 2020
2. Resolution No. 20-xxxx
3. Final Plat Map attached as Exhibit A to Resolution No. 20-xxxx

I. APPROVAL PROCESS

Final plat approval must be made by the legislative body (City Council). The final plat approval is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms to state law and local ordinances, final approval must be granted (RCW 58.17.170).

The final plat is reviewed by staff for conformance with preliminary plat approval conditions and all applicable laws and regulations. In this report, City staff is submitting written findings and a recommendation to the City Council for final plat approval.

Pursuant to EMC Section 16.04.160 and RCW 58.17.170(1), "when the legislative body of the city . . . finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval and that said subdivision meets the requirements of chapter 58.17 RCW, other applicable state laws and any local ordinances adopted under this chapter which were in effect at the time of preliminary plat approval, it shall suitably inscribe and execute its written approval on the face of the plat."

II. PROJECT ANALYSIS AND STAFF FINDINGS

The proposed subdivision is determined by staff to meet the criteria established in the Edgewood zoning and subdivision ordinances, the City of Edgewood Comprehensive Plan, and

to be generally consistent with the requirements and conditions of the preliminary plat approval.

A. Conformance with the City of Edgewood Zoning Ordinance (EMC Title 18)

The zoning designation of the property is Single Family (2) two. The preliminary plat approval details the project's compliance with the zoning designation applicable to the site at the time of preliminary plat application. The project includes 18 single family residential lots, which are vacant at the time of final plat. All lots generally have a rectangular shape and sufficient building area to accommodate a reasonably sized, single-family residential home. The building permit process will include review of zoning provisions applicable to the individual lot development to assure compliance. The proposed final plat satisfies all lot size regulations of the SF-2 zone. Small lot design review required prior to issuance of the residential building permits will facilitate compatible and varied design within the development.

B. Conformance with the City of Edgewood Subdivision Ordinance (EMC Title 16) and Issuance of the Hearing Examiner's conditions of approval.

The applicant submitted a final plat application in conformance with 16.04.100-16.04.180. The final plat and associated submittals have been reviewed against the approved project conditions and subdivision standards. Staff finds the proposed subdivision conforms to EMC Title 16.

C. Conformance with the Comprehensive Plan

The Comprehensive Plan designation of the property is Single Family Low. Allowed uses in the Single-Family Low designation includes single family detached dwelling units and compatible uses. The maximum number of allowable dwelling units in the Single-Family Low is two dwelling units per acre. Staff finds the proposed subdivision is in conformance with the Comprehensive Plan.

D. Conformance with the City of Edgewood Engineering Requirements

The City's Public Works staff and City Engineer have reviewed the civil design, construction drawings and final plat application with the purpose to promote the public health, safety, and welfare in accordance with the standards established by the state and the City to provide and promote safe, convenient vehicle access on public and private streets, to facilitate the adequate provision of public water and sewer service and for the proper handling of stormwater.

The City Engineer issued a City Engineer's Certificate of Improvements for Cirilium file #18-1456 for site development improvements in accordance with Chapter 16.04 EMC on January 22, 2020. Bonds have been submitted for maintenance of the public facilities and remaining landscape features. Engineering staff is finalizing the Stormwater Maintenance Agreement and public stormwater easement needed for the project with the applicant's team at this time for recording. Minor revisions are anticipated related to the incorporation of the public easement on the final plat document shown in the packet. Staff anticipates having this minor revision for council review.

E. Conformance with Hearing Examiner's conditions of approval

The City of Edgewood Hearing Examiner granted preliminary approval subject to twenty-seven (27) conditions. The bulk of the permit conditions imposed on the project reflected code requirements to be met during the site development phase of the subdivision construction relative to development of access, stormwater facilities, community septic systems and preservation of critical areas. Planning and Engineering staff reviewed the Site Development Permit for compliance with the Hearing Examiner's Conditions and have determined the required features have been designed and installed consistent with the conditions of approval. Bonding was authorized for installation of required landscaping, most of which has been installed at this time.

Further, conditions were imposed to require the formation of a Homeowners Association (HOA) to receive and maintain the shared facilities and tracts contained within the subdivision for the benefit of the homeowners. The applicant has complied with these provisions in setting up the HOA and provided for the maintenance of shared facilities.

Finally, Hearing Examiner conditions imposed on the project included a number of procedural and informative conditions specifying the duration of the permit approval, final plat permit submittal and final plat recording requirements. Applicant has conformed to the procedural requirements for Final Plat approval at this time. Staff will assure remaining procedural requirements are met as we proceed to recording.

III. STAFF RECOMMENDATION

Based on the information above and materials provided in the file, the City of Edgewood staff has determined that the final plat meets the applicable requirements for final plat approval. The applicant has completed required improvements for the development, and has submitted performance bonds for the remaining landscape improvements and maintenance of the public road improvements. Therefore, the City staff recommends the City Council adopt the findings in this report and **APPROVE** the Final Plat for The Reserve at Hillcrest Subdivision, File Number 19-1486, subject to completion of the bonded landscape improvements and recording of the Final Plat, Stormwater Maintenance Agreement, Public Stormwater Easement and Covenants, Conditions and Restrictions with the Pierce County Auditor.



City of
Edgewood

2224 104th Avenue E., Edgewood, WA 98372-1513

Phone: (253)952-3299

www.cityofedgewood.org

January 22, 2020

Grant Middleton, P.E.
Larson & Associates, Inc.
9027 Pacific Avenue, STE 4
Tacoma, WA 98444

RE. ENGINEER'S CERTIFICATE OF IMPROVEMENTS
CIRILIUM ESTATES (SITE DEVELOPMENT AP 18-1456)
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

Mr. Middleton,

This letter is to inform you that pursuant to City of Edgewood Municipal Code (EMC) Section 16.04.110, the City has determined substantial completion of the required improvements associated with conditions for preliminary subdivision approval and requirements as described within the approved Site Development Plans have been substantially approved by the Public Works and Engineering Department.

A copy of this letter certifying Substantial Completion of site improvements along with accompanying documents as outlined in Section 16.04.140 shall be submitted with the final plat application.

Prior to occupancy on any building permits within the plat, all bonded improvements must be constructed. Specifically the landscaping.

Kind regards,

Chuck Hendricksen, P.E.
Senior Engineer

Cc: Cirilium Development LLC, Geoff Sherwin, PO Box 188, Puyallup, WA 98371
Kristin Moerler, Senior Planner

The Reserve at Hillcrest (Cirillium) Subdivision

Condition Review

Cond. No.	Condition Text	Notes
1.	The project shall be developed in conformance with the MDNS issued for the project. Additional SEPA review shall be required if the project is revised in a way inconsistent with the existing MDNS.	Findings made for each mitigating condition below.
	<u>General Construction:</u> 1. A Pre-Construction Meeting with the City of Edgewood shall be scheduled at least 72 hours in advance and be held prior to any construction activity. All construction activity shall be limited to between the hours of 8 a.m. and 5 p.m., Monday through Friday.	Preconstruction meeting was held
	<u>Streets / Traffic:</u> 2. The applicant shall submit frontage street improvement construction plans for 122nd Avenue East, for review and approval by the City Engineer, prior to final plat submittal (preferably with the site development application). Improvements shall be provided for the half of the right-of-way abutting the project site, including a minimum 12-foot travel lane, 4-foot-minimum planting buffer, 10-foot asphalt concrete pedestrian pathway, and drainage improvements, all designed in accordance with EMC Title 12 (PCC Title 17B). Said improvement plans shall include an appropriate design transition to the existing edge of pavement beyond the edge of the required frontage improvements, and said drainage improvements must demonstrate adequate capacity for existing conditions and proposed improvements in accordance with EMC 13.05.	Submitted and Accepted under SDP 18-1456
	3. The design and construction of the new roadways and pedestrian improvements shall meet or exceed current Americans with Disabilities Act (ADA) requirements. This includes but is not limited to design of sidewalk transitions, curb ramps, street crossings, and lighting.	Submitted and Accepted under SDP 18-1456

The Reserve at Hillcrest (Cirillium) Subdivision

Condition Review

Cond. No.	Condition Text	Notes
	4. The applicant shall construct a school bus stop as requested by the Puyallup School District at the southeast corner of the proposed private road intersection with 122nd Avenue East, situated behind the sidewalk and pathway (away from the travel lane). The applicant shall coordinate review and approval of the bus stop waiting area directly with the Puyallup School District prior to site development permit issuance.	Documentation of the required consultation was submitted, and improvements constructed under SDP 18-1456
	<u>Surface Water:</u> 5. Compliance with EMC Chapters 13.05 (Stormwater Manual – Site Development Regulations) and 13.25 (Illicit Stormwater Discharges) is required during and following any site development activity.	Condition reflects code requirement which is ongoing.
	6. The applicant shall acquire a National Pollution Discharge Elimination System (NPDES) permit (i.e., coverage under the Department of Ecology's Construction Stormwater General Permit) and provide proof of coverage to the City of Edgewood prior to site development permit issuance.	WAR 307758
	<u>Applicant Proposed Mitigation:</u> 7. The applicant proposed to conduct site and soil sample testing for metals regulated by the Model Toxics Control Act (MTCA), total petroleum hydrocarbon (TPH), and both volatile organic compounds (VOCs) and semi-VOCs. If a TPH test comes back with a sample reading that is not "non-detect," then additional focused quantitative lab analysis will be required. The MTCA metals detection will be quantitative and compared against allowed limits.	Documentation of compliance with this condition is contained within the preliminary plat record 17-1531
2.	The applicant shall submit for design review approval prior to building permit submittal for the development of the individual lots in accordance with EMC 18.95.050(b) small lot design.	This is required prior to Single Family House Permits. The review has not yet been requested.

The Reserve at Hillcrest (Cirillium) Subdivision

Condition Review

Cond. No.	Condition Text	Notes
3.	The following landscaping types shall be provided: a. Type 2 Streetscape Landscaping as detailed in EMC 18.90.090(G)(2) shall be installed along the frontage of 122nd Street. b. Storm pond landscaping pursuant to EMC 18.90.090(D)(18) shall be installed for each above ground stormwater facility. c. Irrigation is required for all landscape areas pursuant to EMC 18.90.090(F)	Landscaping and Irrigation was bonded to allow for a late winter/spring installation and has been substantially installed at this time, bonds will not be released until all improvements are complete.
4.	Landscape and irrigation plans shall be submitted for City review and approval as a part of the Site Development Permit. Landscaping shall be installed or bonded for prior to final plat application.	Submitted and Accepted under SDP 18-1456
5.	The tree preservation plans shall be finalized during the Site Development Permit process. Applicant shall include tree preservation details on the clearing plans including tree fencing and other protection measures pursuant to EMC 18.90.180(2)(e)(i). Arborist review shall be required prior to authorization of work within the dripline of trees intended to be retained.	Submitted and Accepted under SDP 18-1456
6.	The applicant shall ensure protection of off-site trees on adjacent properties that have tree root systems that encroach onto the project property to the maximum extent feasible.	Applicant has aimed to limit impacts to adjacent trees as required.
7.	The applicant shall place permanent, clearly visible, wetland boundary buffer signs at the edge of the buffer per EMC 14.10.080 – Critical Areas Protective Measures, prior to any earth moving activities.	Wetland buffer signs were installed as required and remain in place at this time.
8.	The face of the final plat shall incorporate the required plat notice for the wetland buffer existing on the site pursuant to EMC 14.10.080.(C) and EMC 14.10.140(B)(C).	The required notice has been incorporated into the final plat document as required.

The Reserve at Hillcrest (Cirillium) Subdivision

Condition Review

Cond. No.	Condition Text	Notes
9.	A Homeowners' Association (HOA) shall be created to address all private improvements within the proposed plat including storm/park tract and stormwater facilities, private streets, curbs and gutters, street lighting, landscaping, and irrigation. Associated Covenants, Conditions and Restrictions (CCRs) shall be submitted at the time of final plat for review and approval. Once approved by the City, the CCRs shall be recorded separately at the time of final plat recording and the recording number shall be handwritten on the face of the final plat and the final plat number hand-written on the cover sheet of the CCRs as cross-reference.	Bylaws, and Budget have been provided and HOA established.
10.	The applicant shall submit street improvement construction plans for the proposed private roadway, prepared by a licensed engineer for review and approval by the City Engineer, prior to site development permit approval and issuance, which is required prior to final plat application submittal. Improvements shall be designed in compliance with EMC Title 12 (Streets, Sidewalks and Public Places), which adopts Pierce County Code (PCC) Titles 12 and 17B by reference. The specific cross section shall be in accordance with the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County," Pierce County Standard Drawings, and as described below.	Submitted and Accepted under SDP 18-1456
11.	The cul-de-sac and road shall include, at minimum, a 24-foot drive lane per City of Edgewood Local Street cross-section and PCC Section 17B.20.040 (Table 17B.20.040-3), a curb and gutter section on both sides of the road, a stormwater management system per EMC 13.05, and a 4-foot landscaping strip and 5-foot concrete sidewalk on both sides. If a rolled curb is desired, the landscaping strip may be placed behind the concrete sidewalk (consistent with Detail PC.A3.3) to protect street trees. Per EMC 15.05.110, Section 503.2.1, curbside parking is prohibited if the distance between curbs is less than 28 feet wide, and appropriate "No Parking" signage will be required per EMC 15.05.110, Section 503.3. The site development plans must be submitted to the City of Edgewood for review and approval prior to site development permit issuance.	Submitted and Accepted under SDP 18-1456

The Reserve at Hillcrest (Cirillium) Subdivision

Condition Review

Cond. No.	Condition Text	Notes
12.	The cul-de-sac EVA turnaround is required to have a minimum driven surface of 96-foot diameter (48-foot radius) per the International Fire Code (IFC).	Submitted and Accepted under SDP 18-1456
13.	The proposed roadway intersection to the proposed private road from 122nd Avenue East shall be designed and constructed in accordance with EMC Title 12, which adopts by PCC Title 17B, including Section 17B.10.060, the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County." Details on required roadway intersection improvements may be found in Chapter 5: Access and Intersections.	Submitted and Accepted under SDP 18-1456
14.	The proposed private access tract (Tract 'C' as presented) must include the entire width of the roadway improvements, from back-of-sidewalk to back-of-sidewalk, with a minimum width of 40 feet.	Submitted and Accepted under SDP 18-1456
15.	The applicant shall submit lighting plans for the proposed private roadway, consistent with City of Edgewood design standards, for review and approval by the City Engineer, prior to final short plat application submittal. Vehicle-level street lighting shall be provided at the end of the cul-de-sac turnaround and at the intersection with 122nd Avenue East, per PCC 17B.20.005, Table 17B.20.005-2, as incorporated in EMC Title 12. Installation, utility charges, and ongoing maintenance of private roadway street lighting shall be the responsibility of the developer and future homeowner's association.	Lighting plan was reviewed and approved for compliance with these provisions and road illumination standards under SDP 18-1456
16.	The applicant shall submit construction plans for the proposed gated entry, for review and approval by the City Engineer, prior to final short plat application submittal. The gated entry shall be designed in accordance with the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County" Appendix A: Vehicular Access Gate, incorporating a turnaround and "Opticom" type receiver for fire/police access in an emergency.	Gate is currently in process of being installed at the site. The Site Development Permit included required gate features, the applicant must maintain compliance with this condition as they proceed with this optional element.

The Reserve at Hillcrest (Cirillium) Subdivision

Condition Review

Cond. No.	Condition Text	Notes
17.	The applicant shall submit a plan detailing all roadway signs in accordance with Manual on Uniform Traffic Control Devices (MUTCD) standards, for review and approval by the City Engineer, prior to site development permit issuance. This shall include, but is not limited to, signage at the proposed private road's intersection with 122nd Avenue East.	Submitted, Accepted and Installed under SDP 18-1456
18.	Engineered stormwater drainage facilities are required for all disturbed areas of the project site. The applicant shall provide a Stormwater Site Plan in accordance with EMC Chapter 13.05 and the 2015 Pierce County Stormwater Management & Site Development Manual (PCM) at the time of site development. EMC 18.80.040 E.3 limits projects in the Single Family 2 (SF-2) zone (with lot areas 10,000 SF or greater) to 45% hard surface area and 35% effective impervious surface area. The applicant must demonstrate compliance with these limits in the proposed Stormwater Site Plan, and engineering plans for all required surface water facilities must be provided for review prior to site development permit approval and issuance.	Final Stormwater Management Plan Submitted and Reviewed under SDP 18-1456 and addressed each of the items listed.
19.	A Temporary Erosion and Sedimentation Control (TESC) plan must be submitted with the SWPPP prior to site development permit issuance, approved by the City Engineer, and implemented during site development and any future home construction. A Certified Erosion and Sediment Control Lead (CESCL) shall be present throughout the construction of site development improvements, implement and maintain the SWPPP, and provide regular reports to the City of Edgewood.	Submitted and Accepted under SDP 18-1456.

The Reserve at Hillcrest (Cirillium) Subdivision

Condition Review

Cond. No.	Condition Text	Notes
20.	Any proposed surface water discharged from the project site must meet all of the Minimum Requirements of the PCM, with stormwater modeling of pre-development conditions assuming "forested" land coverage. The Stormwater Site Plan report model calculations must consider all developed areas of the site, including the proposed septic drainfield tracts. If any onsite retention is proposed, including "self-mitigation" of amended soil areas, in-situ infiltration testing must be performed on the project site to determine the design infiltration rate consistent with the 2015 PCM. All applicable correction factors must be applied to the chosen infiltration test method. If any surface water discharge is proposed, a downstream analysis must be prepared and submitted in accordance with EMC 13.05.170 and Volume I, Section 2.4.5 of the 2015 PCM to ensure downstream property is not adversely impacted by the proposal.	Final Stormwater Management Plan Submitted and Reviewed under SDP 18-1456 and addressed each of the items listed.
21.	The applicant shall provide right of entry by the City of Edgewood for all stormwater facilities prior to final site development approval, including execution and recording of a Stormwater Facility Maintenance Agreement on a form approved and provided by the City. If constructed conditions are found to be different than those designed and approved, the applicant's engineer shall revise the stormwater system and/or design accordingly, and revisions shall be provided to the City of Edgewood for approval prior to implementation and final site development construction approval. Corrections and/or design errors may require revisions to the plat.	This agreement has been submitted and approved, the applicant is finalizing it for recording with the final plat at this time

The Reserve at Hillcrest (Cirillium) Subdivision

Condition Review

Cond. No.	Condition Text	Notes
22.	The following shall be added to the face of the final plat drawings: MAINTENANCE COVENANT Easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated herein on the plat for the Cirilium Subdivision. No encroachment will be placed within the easements shown on the plat which may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owners association as established by covenant recorded under Auditor's file number _____.	Language is provided on the Final plat as required.
23.	The following shall be added to the document creating the property owners' association: In the event Entitle Fund Two, LLC (or successors or the Property Owners Association), in the judgment of the City, fails to maintain drainage facilities within the plat, or if the Proponent or successors willfully or accidentally reduce the capacity of the drainage system or render any part of the drainage system unusable, the Proponent or successors agree to the following remedy: After 30 days' notice by registered mail to the Proponent or successors, the City will assess financial sanctions (E.M.C. 13.05.100) and /or initiate enforcement proceedings. In the event the City determines the lack of maintenance has resulted in a situation of imminent danger to life, limb or property, the City will correct the problem as necessary to restore the full design capacity of the drainage system. In this event, the City will bill the owners of the facility for all costs associated with such work to include engineering, administration, legal fees, construction, equipment and personnel. Costs or fees incurred by the City, including attorney's fees and expert's fees should legal action be required to collect such payments, shall be borne by the Proponent or successors.	The required language is provided in the Sormwater Maitenance Agreement document as required.

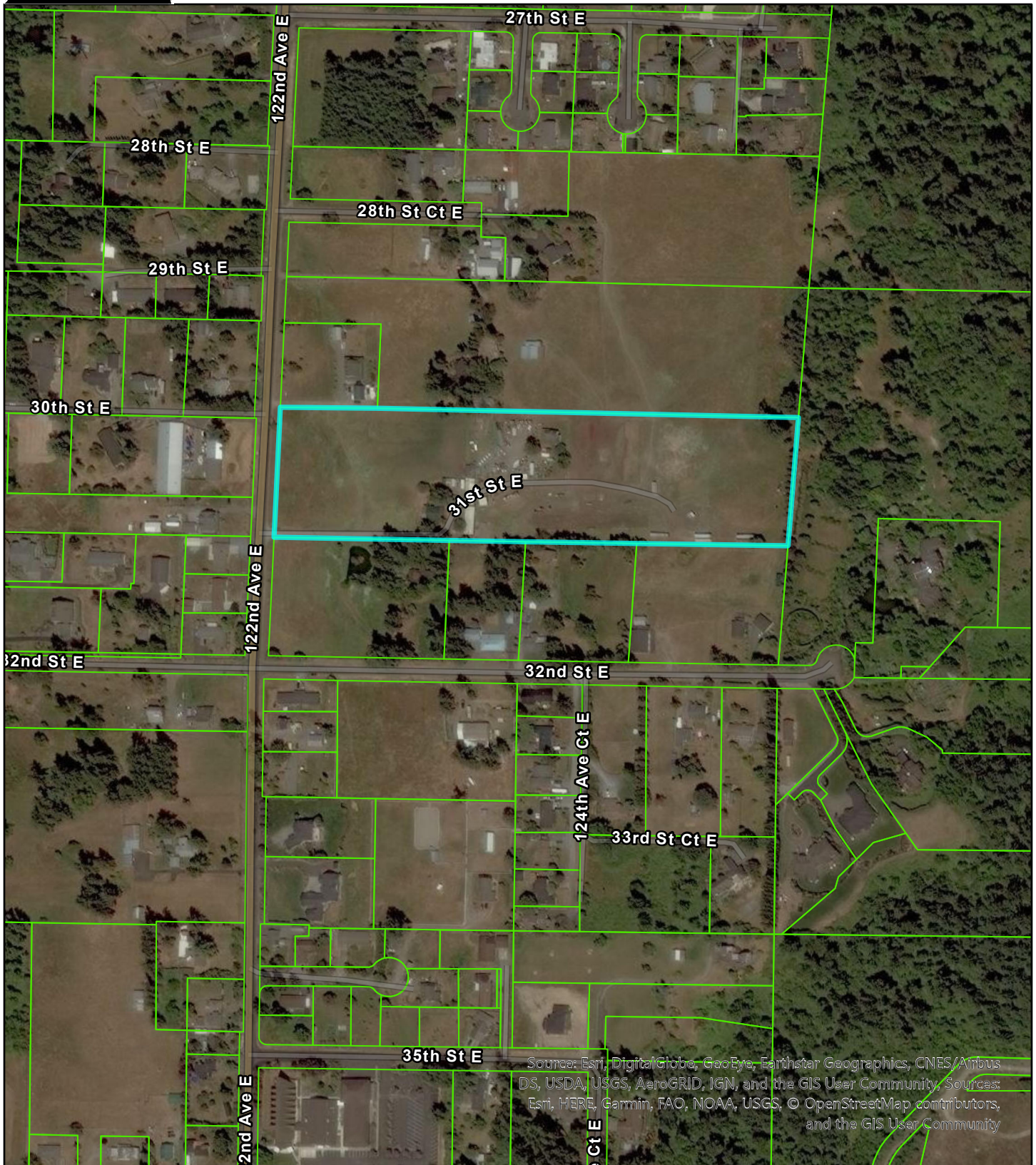
The Reserve at Hillcrest (Cirillium) Subdivision

Condition Review

Cond. No.	Condition Text	Notes
24.	The applicant shall coordinate and receive approval from Mt. View-Edgewood Water Company (MTVE) prior to final site development approval. The applicant shall provide water service improvements in accordance with the MTVE requirements and provide MTVE approval to the City prior to final plat approval.	Water acceptance has been obtained for the improvements and submitted with the final plat review documents.
25.	Site development plans shall demonstrate compliance with the comments associated with plat development contained in Exhibit K3 prior to issuance.	Exhibit K3 reflected the Fire District Review; whose requirements have been complied with.
26.	The decision set forth herein is based upon representations made and exhibits, including plans and proposals submitted at the hearing conducted by the hearing examiner. Any substantial change(s) or deviation(s) in such plans, proposals, or conditions of approval imposed shall be subject to the approval of the hearing examiner and may require further and additional hearings.	Noted
27.	The authorization granted herein is subject to all applicable federal, state, and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances is a condition precedent to the approvals granted and is a continuing requirement of such approvals. By accepting this/these approvals, the applicant represents that the development and activities allowed will comply with such laws, regulations, and ordinances. If, during the term of the approval granted, the development and activities permitted do not comply with such laws, regulations, or ordinances, the applicant agrees to promptly bring such development or activities into compliance.	Noted

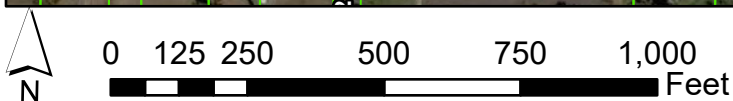


The Reserve at Hillcrest (Cirilium Estates) Location Reference Map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources:
Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors,
and the GIS User Community

Date Saved: 3/17/2020 5:23 PM





City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0499 , approving Resolution No. 20-0499, Edgewood View Estates Phase 2 #20-1097 Final Plat	Agenda Item #: AB20-0499
	For Agenda of: 3/24/2020
	Prepared by: Kristin Moerler
Attachments (list): 1. 1 Resolution_Edgewood View Estates Ph2 Final Plat 20-1097 2. 2 Final Plat Map 20-1097 3. 3 Staff Report aka Exhibit B to Res 20-1097 4. 4 En Certification Phase 2 Edgewood View Estates 5. 5 Ref Map - Edgewood View Estates Ph2	
Approval of Materials: Kristin Moerler Rachel Pitzel 3/19/2020 Darren Groth 3/19/2020 Dave Gray 3/19/2020 Daryl Eidinger 3/20/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: RCW 58.17.140 requires that a final decision on a final plat must be issued within 30 days or less after submission of the complete application.

Summary Statement:

The Edgewood View Estates Phase 2 subdivision is located at 8224 - 20th Street East, Edgewood, Washington. The Edgewood Estates Subdivision project subdivides a total of 39.24 acres located in the Mixed Residential 1 (MR-1) zoning classification into a total of ninety (90) single-family lots. Phase 2 includes public roadways, private access tracts and the homeowners' association park area in addition to the remaining 67 lots. This second phase consists of approximately 15.3 acres.

The Final Plat application was submitted to the City on February 27, 2020. The staff report (Exhibit 3) details the facts relating to the applicant's compliance with the approvals issued for the project. The project has been substantially constructed with the exception of bonding for public sidewalks, paving of access tracts, and installation of landscaping and park improvements.

The applicant is obtaining signatures on the final plat document and Covenants, Conditions, Easements Restrictions and Reservations document. Staff has asked the applicant to hold the final documents for a single submittal when all are fully executed due to the current closure of City Hall to the public. Staff recommends approval of the final plat having reviewed the detail of the referenced permits and all

associated approvals, conditioned upon the submittal of the final documents and bonding.

Final plat approval must be made by the legislative body (City Council). The final plat approval is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms to state law and local ordinances, final approval must be granted (RCW 58.17.170). The process to be followed by the City Council in the review, approval or denial of this application is that of a closed record decision under EMC 18.40.190(H)(8). There is no opportunity for public testimony.

Item History:

N/A

Recommended Action:

Motion to approve **AB20-0499**, approving Resolution No. 20-0499, Edgewood View Estates Phase 2 #20-1097 Final Plat

Fiscal Note/Consideration:

RESOLUTION NO. 20-0499

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, APPROVING THE EDGEWOOD VIEW ESTATES PHASE 2 FINAL PLAT, LOCATED AT 8224 - 20TH ST. E., EDGEWOOD WASHINGTON

WHEREAS, September 2, 2016, an application was submitted to the City for a preliminary plat to requesting to subdivide 39.24 acres into 92 single-family residential lots. The site is zoned Mixed Residential 1 (MR-1), located at 8224 - 20th Street East, Edgewood, Washington; and

WHEREAS, the City issued a Mitigated Determination of Nonsignificance (MDNS) on October 18, 2017, with 18 mitigating conditions, and there were no appeals to the MDNS; and

WHEREAS, on November 2, 2017, the Hearing Examiner held a hearing on the preliminary plat, and on December 14, 2017, the Hearing Examiner granted preliminary plat approval for 90 single-family residential lots to comply with the maximum density of the site, subject to fifty-four (54) conditions; and

WHEREAS, the site development permit for the subdivision infrastructure was submitted to the City on September 5, 2018, and permit number 18-1342 was approved on June 2, 2019, and issued to the applicant on June 3, 2019; and

WHEREAS, the City of Edgewood approved Phase 1 of the Edgewood View Estates Project under file 19-1484 on November 26, 2019, Phase 1 was subsequently recorded under Auditor File Number 201912055005; and

WHEREAS, the City of Edgewood issued the City Engineer's Certificate of Improvements for Phase 2 of Edgewood View Estates on March 3, 2020, documenting the completion of the required infrastructure improvements through construction and minor bonding subject to conditions; and

WHEREAS, on February 27, 2020 an application was submitted to the City for final plat approval and was deemed complete on March 11, 2020, and

WHEREAS, the final plat application has been reviewed by relevant City departments in a staff report dated March 19, 2020 and attached as Exhibit B, and City staff determined the applicant has met the criteria for final plat approval;

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

Section 1. Final Plat Approval. The City Council of Edgewood finds that the conditions of preliminary plat approval for Phase 2 (two) of the Edgewood View Estates Subdivision have been met and the requirements for recording the final plat have been met and hereby adopts the findings of fact as set forth in the Staff Report dated March 19, 2020 attached hereto as Exhibit B and incorporated herein by this reference. The final plat for Phase 2 (two) of the Edgewood View Estates Subdivision is **APPROVED**, subject to completion of the bonded improvements as identified in Exhibit B, and staff and the Mayor are authorized to inscribe and execute the Council's approval on the face of the plat. The original of the plat shall be filed for record by the City at the applicant's cost with the Pierce County Auditor's office.

Section 2. Severability. If any section, sentence, clause or phrase of this resolution 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 resolution.

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

PASSED THIS 24TH DAY OF MARCH 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie J. Soto, Interim City Attorney

Exhibit A

Final Plat of Phase 2 of the Edgewood View Estates Subdivision

Exhibit B

City of Edgewood Staff Report 20-1097

EDGEWOOD VIEW ESTATES PHASE 2
A PLAT COMMUNITY
A PORTION OF THE SE 1/4 OF THE NE 1/4, SECTION 8, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.,
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

VOL/PG

DEDICATION

WE THE UNDERSIGNED ATTEST THAT WE ARE THE OWNERS IN FEE SIMPLE OF THE LAND REPRESENTED ON THIS PLAT AND THAT THIS FULL SUBDIVISION HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES AND WE DEDICATE THESE LOTS TO THE PURCHASERS THEREOF.

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS IN FEE SIMPLE OR CONTRACT PURCHASER AND MORTGAGE HOLDER OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES SHOWN THEREON AS PUBLIC AND USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON. THE UNDERSIGNED OWNERS HEREBY WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION AND MAINTENANCE OF SUCH ROAD.

GRANTOR OF PUBLIC RIGHT OF WAY HEREBY WAIVES ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY, INCLUDING WITHOUT LIMITATION THE CITIES OF EDGEWOOD AND MILTON, WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID RIGHT OF WAY.

WE DEDICATE TO THE CITY OF FIFE, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AND CONTRACTORS, FOR THE USE OF THE PUBLIC FOREVER, A PERPETUAL EASEMENT WITH A RIGHT OF ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF SEWER PIPELINES, MANHOLES, AND OTHER APPURTENANT SEWER STRUCTURES OVER, UNDER AND ACROSS THE PUBLIC EASEMENTS AND/OR TRACTS E, F, G AND H SHOWN ON THE FACE OF THIS PLAT. THE UNDERSIGNED OWNERS WAIVE ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF FIFE, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AND CONTRACTORS ARISING FROM OR OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION AND MAINTENANCE OF SAID SEWER PIPELINES, MANHOLES, AND OTHER APPURTENANT SEWER STRUCTURES OVER, UNDER, AND ACROSS THE AFOREMENTIONED PUBLIC EASEMENTS AND TRACTS E, F, G AND H.

WE DEDICATE TO THE CITY OF MILTON, A PERPETUAL EASEMENT WITH A RIGHT OF ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF WATER MAINS AND OTHER APPURTENANCES OVER, UNDER AND ACROSS TRACT "F" SHOWN ON THIS PLAT.

WE DEDICATE TO THE CITY OF EDGEWOOD, A PERPETUAL EASEMENT WITH A RIGHT OF ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF STORM DRAINAGE LINES, MANHOLES, CATCH BASINS, UNDERGROUND DRAINAGE FACILITIES AND OTHER APPURTENANCES OVER, UNDER AND ACROSS TRACTS E, F, G AND H SHOWN ON THIS PLAT.

WE DEDICATE TO THOSE ENTITIES, AS SHOWN ON THE PLAT, THE EASEMENTS AND TRACTS FOR THE USES SPECIFIED.

THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR EDGEWOOD VIEW ESTATES, RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 201912051046 AND AMMENDED UNDER AFN _____

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.
EDGEWOOD TERRACE ESTATES, LLC.

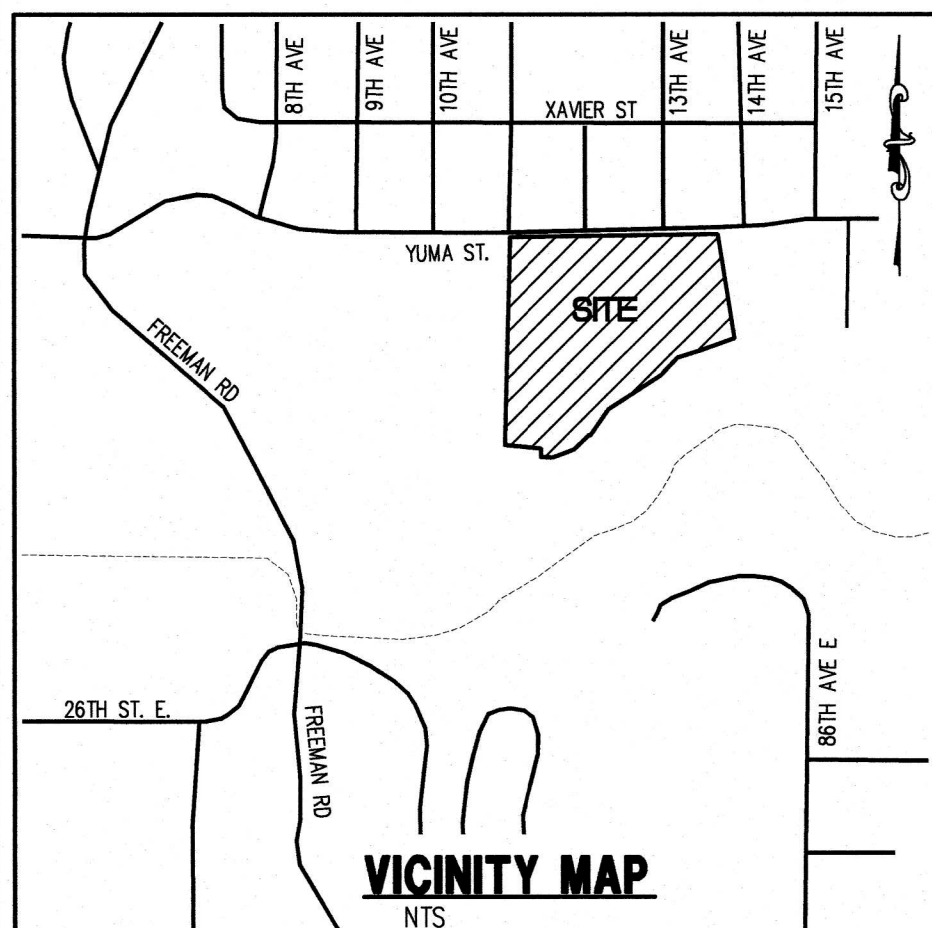
BY: BEN PENTECOST
MANAGER

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF _____)SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT BEN PENTECOST IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANGER OF EDGEWOOD TERRACE ESTATES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SIGNATURE OF NOTARY PUBLIC _____
RESIDING AT _____
PRINTED NAME _____
DATE _____
COMMISSION EXPIRES _____



SHEET INDEX

SHEET 1	DEDICATION, ACKNOWLEDGEMENTS, APPROVALS, LEGAL DESCRIPTIONS, CERTIFICATES, VICINITY MAP
SHEET 2	PLAT NOTES, SEWER NOTES, ADDRESS TABLE, EASEMENT PROVISIONS, TRACT NOTES
SHEET 3	SURVEY NOTES, SECTION BREAKDOWN, SHEET LAYOUT
SHEET 4	MAP
SHEET 5	MAP
SHEET 6	MAP

CITY OF EDGEWOOD PLAT NO. _____.

APPROVALS

CITY OF EDGEWOOD AGENCY APPROVAL

PLAT CONFORMS TO THE TERMS OF THE PRELIMINARY PLAT APPROVAL AND ASSOCIATED ZONING AND SUBDIVISION REGULATIONS.

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2020.

DIRECTOR OF COMMUNITY DEVELOPMENT

APPROVED AS TO THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHTS OF WAY, DESIGN OF STORM SEWER SYSTEMS, AND OTHER STRUCTURES.

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2020.

PUBLIC WORKS DIRECTOR

EDGEWOOD CITY COUNCIL APPROVAL

PURSUANT TO RESOLUTION _____, THE EDGEWOOD CITY COUNCIL FINDS THIS PLAT CONFORMS TO ALL TERMS OF ITS PRELIMINARY APPROVAL, APPLICABLE STATE AND LOCAL LAWS AND THE EDGEWOOD MUNICIPAL CODE, AND HEREBY AUTHORIZES THE MAYOR TO EXECUTE ITS WRITTEN APPROVAL ON THE FACE OF THE PLAT.

CITY OF EDGEWOOD MAYOR

DATE:

PIERCE COUNTY ASSESSOR-TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

ASSESSOR/TREASURER, PIERCE COUNTY, WASHINGTON

RECORDING CERTIFICATE

FILED FOR RECORDING AT THE REQUEST OF THE CITY OF EDGEWOOD COUNCIL THIS _____ DAY OF _____, 2020, AT _____ MINUTES PAST _____, AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____ RECORDS OF PIERCE COUNTY, WASHINGTON, PIERCE COUNTY RECORDING NUMBER _____.

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS

SEWER UTILITY

THE SEWER UTILITY INFRASTRUCTURE SYSTEM INSTALLED WITHIN THIS SUBDIVISION HAS BEEN INSTALLED PER THE APPROVED PLANS.

RUSS BLOUNT, PE, PUBLIC WORKS DIRECTOR, CITY OF FIFE

DATE:

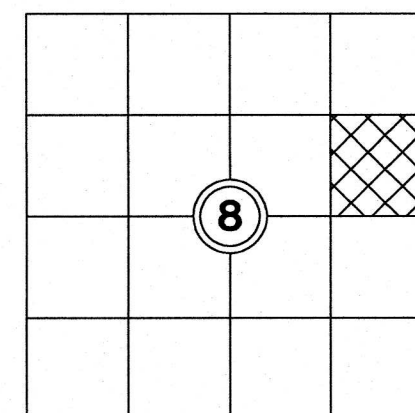
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF EDGEWOOD VIEW ESTATES PHASE 2 IS BASED ON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY; THAT THE PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL OTHER MONUMENTS AND LOT CORNERS HAVE BEEN SET OR BONDED WITH THE COUNTY AND WILL BE SET PRIOR TO THE RELEASE OF THE BOND; THAT I HAVE COMPLIED WITH ALL STATE AND COUNTY REGULATIONS GOVERNING PLATTING AND THAT IT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

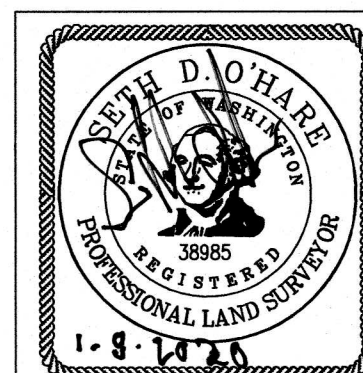
SETH D. O'HARE, PLS
CERT. NO. 38985

18.2.2020
DATE

PARCEL NO. 6027550260
ADDRESS: XXX 20TH STREET EAST
EDGEWOOD, WA 98371



INDEX: SE 1/4 OF NE 1/4,
SEC. 8, T20N, R4E., W.M.



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SHEET 1 OF 6

EDGEWOOD VIEW ESTATES PHASE 2
A PLAT COMMUNITY
A PORTION OF THE SE 1/4 OF THE NE 1/4, SECTION 8, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.,
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

VOL/PAGE

LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY OF WASHINGTON, COMMITMENT NO. 0166964-16, DATED DECEMBER 18, 2019)

TRACT Z, EDGEWOOD VIEW ESTATES PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 5, 2019, UNDER RECORDING NO. 201912055005, RECORDS OF PIERCE COUNTY, WASHINGTON.

TITLE EXCEPTIONS

(PER CHICAGO TITLE INSURANCE COMPANY OF WASHINGTON, COMMITMENT NO. 0166964-16, DATED DECEMBER 18, 2019)

1. DEED CONTAINING RESERVATIONS AND THE TERMS AND CONDITIONS THEREOF:
GRANTED TO: PIERCE COUNTY
PURPOSE: WAIVER OF CLAIMS FOR DAMAGES OF WHATEVER KIND WHICH MAY BE OCCASIONED TO SAID LAND OR ANY PORTION OF THE SAME, BY EXAMINING, SURVEYING, LAYING OUT AND ESTABLISHING SAID ROAD AND THE RIGHT TO CONSTRUCT AND MAINTAIN NECESSARY CUT AND FILL SLOPES, CULVERTS AND SPECIAL DITCHES
RECORDING NO.: 1547274
RECORDING NO.: 1547275 (NOT PLOTTED)
2. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
IN FAVOR OF: PUGET SOUND ENERGY, INC
PURPOSE: UTILITY SYSTEM
RECORDING DATE: FEBRUARY 22, 2019
RECORDING NO.: 201902220449
AFFECTS: NORTHERLY PORTION OF SAID PREMISES (NOT PLOTTED)
3. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
IN FAVOR OF: PUGET SOUND ENERGY, INC
PURPOSE: UTILITY SYSTEM
RECORDING DATE: FEBRUARY 22, 2019
RECORDING NO.: 201902220450
AFFECTS: NORTHERLY PORTION OF SAID PREMISES (NOT PLOTTED)
4. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS GRANTED IN A DOCUMENT:
IN FAVOR OF: PUGET SOUND ENERGY, INC
PURPOSE: UTILITY SYSTEMS
RECORDING DATE: OCTOBER 29, 2019
RECORDING NO.: 201910290962
AFFECTS: AS DESCRIBED THEREIN (NOT PLOTTED)
- 5-12. NOT SURVEY RELATED

SEWER NOTES

EACH INDIVIDUAL LOT OWNER IS RESPONSIBLE FOR MAINTENANCE OF THEIR RESPECTIVE SIDE SEWER CONNECTION. THE CITY OF FIFE IS RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE SANITARY SEWER MAINLINE PER FIFE MUNICIPAL CODE 13.08.200.

PLAT NOTES

1. THIS PLAT IS ALSO SUBJECT TO AN AGREEMENT TITLED "INTERLOCAL AGREEMENT BETWEEN THE CITY OF FIFE AND THE CITY OF EDGEWOOD REGARDING SANITARY SEWER SERVICE" DATED NOVEMBER 5, 2013 . THIS PLAT IS SPECIFICALLY SUBJECT TO SECTION 3 OF SAID AGREEMENT.

TRACT NOTES

1. SHARED ACCESS TRACTS (TRACTS E, F, G AND H) AND RECREATIONAL TRACT (TRACT I)

ALL LOTS IN THE PLAT OF EDGEWOOD VIEW ESTATES PHASE I AND PHASE II, AND ANY FUTURE PHASES, WILL HAVE AN EQUAL AND UNDIVIDED INTEREST IN TRACTS E, F, G, H AND I, AND THE EDGEWOOD VIEW ESTATES HOMEOWNERS ASSOCIATION.
2. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ONGOING MAINTENANCE OF ALL COMMON TRACTS WITHIN THIS SUBDIVISION INCLUDING THE STREET TREES AND PLANTING STRIPS WITHIN THE PUBLIC RIGHTS OF WAY (INCLUDING WEEDING, MOWING, ETC.) AND STREET LIGHTING.

EASEMENT PROVISIONS

1. PUBLIC UTILITY EASEMENT

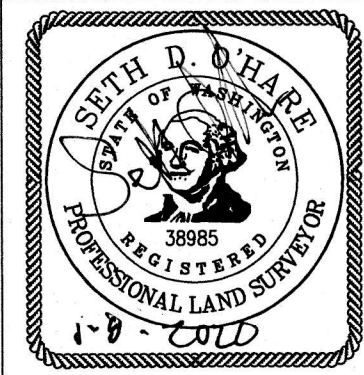
A PUBLIC UTILITY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY, CITY OF FIFE, CITY OF MILTON, CITY OF EDGEWOOD, CENTURY LINK, PIERCE COUNTY, COMCAST AND ANY OTHER PRIVATE UTILITY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.THE EXTERIOR 10 FEET OF ALL LOTS, TRACTS AND OPEN SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING THE EXISTING OR PROPOSED PUBLIC RIGHT-OF-WAY, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE USE, CABLE TELEVISION, OR FOR OTHER PURPOSES, SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.
2. PRIVATE STORM DRAIN EASEMENT

A PRIVATE STORM DRAIN EASEMENT UNDER AND ACROSS THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND UNDER AND ACROSS LOTS 39, 43, AND 44 AS DEPICTED ON THIS PLAT, IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF ALL LOTS AND TRACTS WITHIN THIS PLAT THAT SHARE A COMMON STORM DRAINAGE CONNECTION. THE OWNERS THAT SHARE A COMMON DRAINAGE CONNECTION SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAIN LOCATED UPSTREAM FROM THE POINT OF CONNECTION.
3. PRIVATE ACCESS AND UTILITY EASEMENTS

A PRIVATE EASEMENT IS HEREBY GRANTED TO THE FOLLOWING LOTS OVER, UNDER, AND ACROSS THE ENTIRE AREA OF TRACTS E, F, G, AND H, AS FOLLOWS, FOR THE PURPOSES OF INGRESS, EGRESS, AND UTILITIES: LOTS 36 THROUGH 39 WITH RESPECT TO TRACT E; LOTS 44 THROUGH 49 WITH RESPECT TO TRACT F; LOTS 85 AND 86 WITH RESPECT TO TRACT G; AND LOTS 87 THROUGH 90 WITH RESPECT TO TRACT H. THE EDGEWOOD VIEW ESTATES HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SAID TRACTS.
4. PUBLIC SANITARY SEWER EASEMENT

A PUBLIC SANITARY SEWER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF FIFE, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AND CONTRACTORS, FOR THE USE OF THE PUBLIC FOREVER, A PERPETUAL EASEMENT WITH A RIGHT OF ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF SEWER PIPELINES, MANHOLES, AND OTHER APPURTENANT SEWER STRUCTURES OVER, UNDER AND ACROSS LOTS 87 AND 90 AS SHOWN ON THE FACE OF THIS PLAT.

LOT ADDRESSES		LOT ADDRESSES		LOT ADDRESSES	
LOT #	ADDRESS	LOT #	ADDRESS	LOT #	ADDRESS
24	8217 20TH ST CT E	47	2147 83RD AVE E	70	2002 84TH AVE E
25	8213 20TH ST CT E	48	2143 83RD AVE E	71	2008 84TH AVE E
26	8209 20TH ST CT E	49	2139 83RD AVE E	72	2014 84TH AVE E
27	8205 20TH ST CT E	50	2135 83RD AVE E	73	2020 84TH AVE E
28	8201 20TH ST CT E	51	2131 83RD AVE E	74	2024 84TH AVE E
29	8202 20TH ST CT E	52	2127 83RD AVE E	75	2032 84TH AVE E
30	8206 20TH ST CT E	53	2123 83RD AVE E	76	2040 84TH AVE E
31	8210 20TH ST CT E	54	2119 83RD AVE E	77	2048 84TH AVE E
32	8214 20TH ST CT E	55	2115 83RD AVE E	78	2049 84TH AVE E
33	8218 20TH ST CT E	56	2111 83RD AVE E	79	2045 84TH AVE E
34	2026 83RD AVE E	57	8302 21ST ST CT E	80	2025 84TH AVE E
35	2030 83RD AVE E	58	8306 21ST ST CT E	81	2021 84TH AVE E
36	2034 83RD AVE E	59	8310 21ST ST CT E	82	2017 84TH AVE E
37	2038 83RD AVE E	60	8314 21ST ST CT E	83	2005 84TH AVE E
38	2042 83RD AVE E	61	8318 21ST ST CT E	84	2001 84TH AVE E
39	2046 83RD AVE E	62	2031 83RD AVE E	85	2009 84TH AVE E
40	2102 83RD AVE E	63	2027 83RD AVE E	86	2013 84TH AVE E
41	2106 83RD AVE E	64	2023 83RD AVE E	87	2033 84TH AVE E
42	2122 83RD AVE E	65	2019 83RD AVE E	88	2029 84TH AVE E
43	2128 83RD AVE E	66	2015 83RD AVE E	89	2041 84TH AVE E
44	2134 83RD AVE E	67	2011 83RD AVE E	90	2037 84TH AVE E
45	2140 83RD AVE E	68	2007 83RD AVE E		
46	2146 83RD AVE E	69	2003 83RD AVE E		



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SHEET 2 OF 6

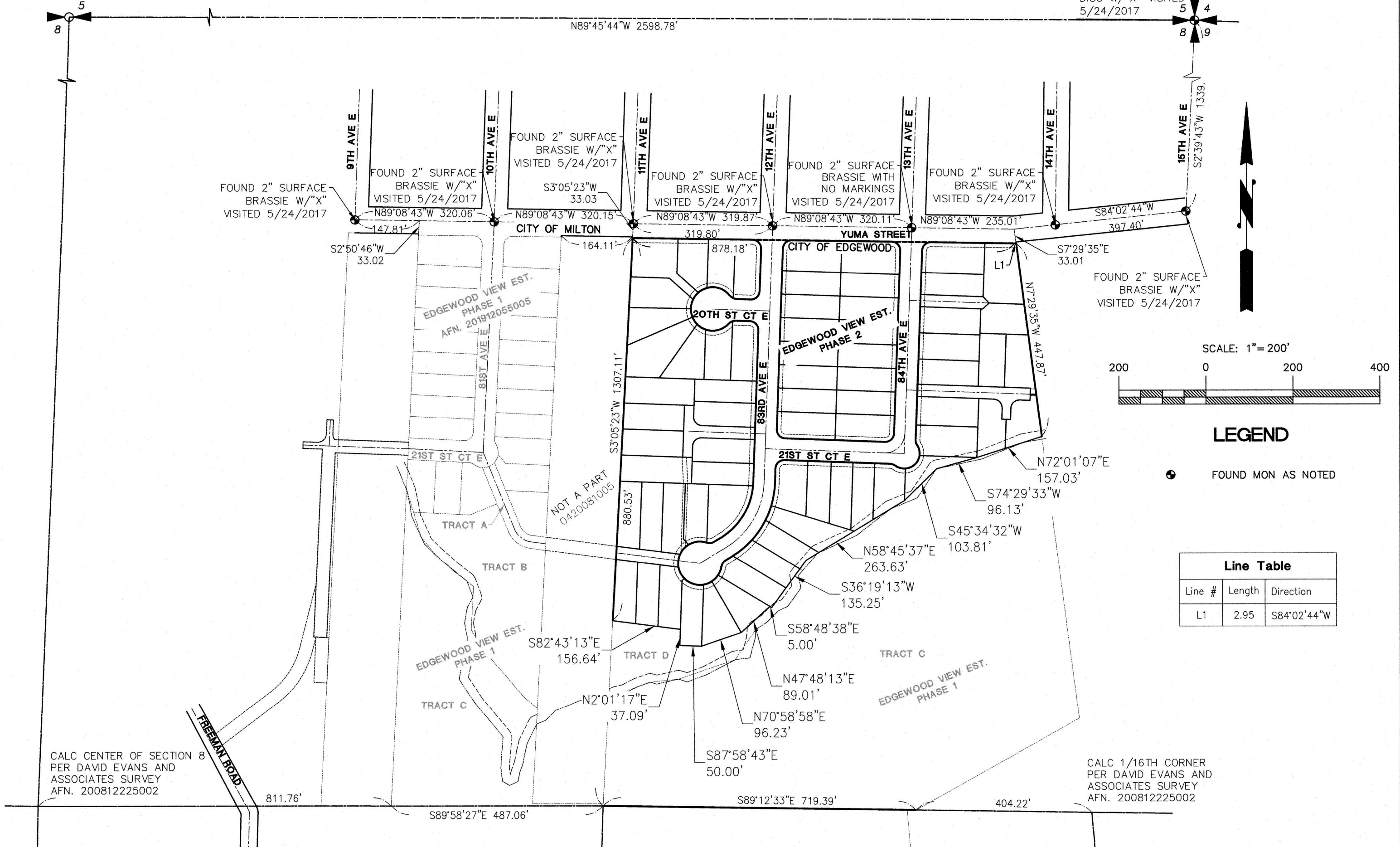
EDGEWOOD VIEW ESTATES PHASE 2

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A PORTION OF THE SE 1/4 OF THE NE 1/4, SECTION 8, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.,
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

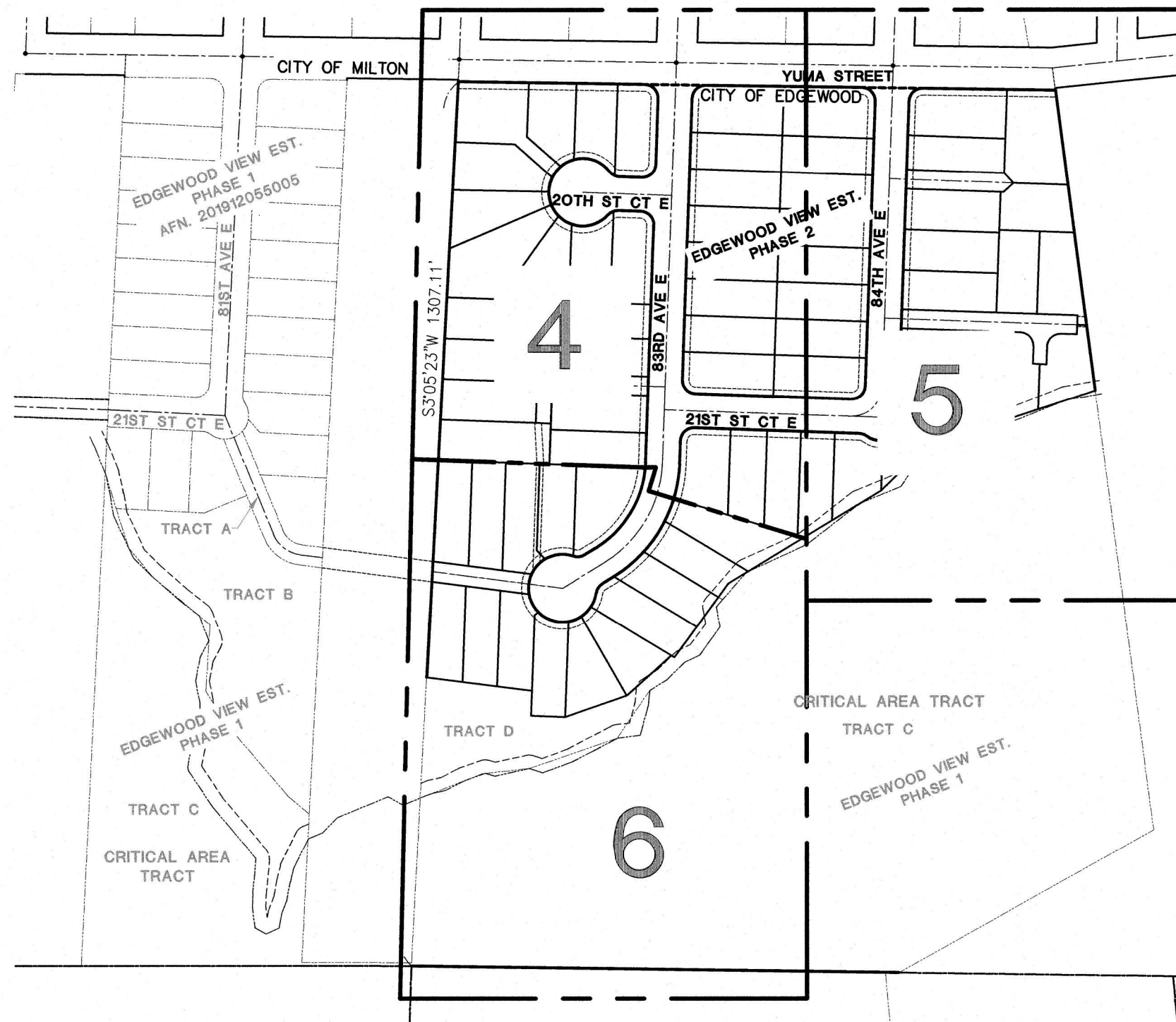
VOL/PG

NORTH QUARTER CORNER SEC. 8
CALCULATED POSITION

NORTHEAST CORNER SEC. 8
FOUND 3" SURFACE BRASS
DISC W/"X" VISITED
5/24/2017

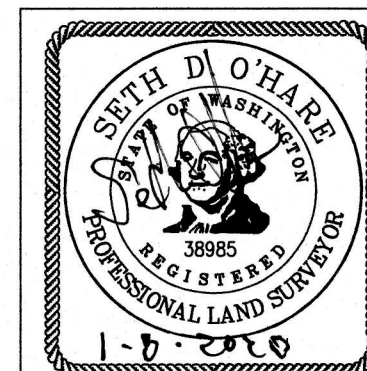


SHEET LAYOUT



SURVEYOR'S NOTES

- NAD 83-2011 (EPOCH 2010.00), WASHINGTON SOUTH ZONE
- EQUIPMENT USED: FOCUS 30 TOTAL STATION, TRIMBLE R8 GPS AND, GEOMAX ZOOM 90 TOTAL STATION.
- DATE OF THIS TOPOGRAPHIC SURVEY WAS MAY 2017.
- THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT", CHAPTER 58.09 RCW AND 332-130 WAC.
- ALL MEASURING INSTRUMENTS UTILIZED DURING THE COURSE OF THIS SURVEY ARE MAINTAINED IN CONFORMANCE WITH MANUFACTURERS SPECIFICATIONS.
- VERTICAL DATUM: NAVD 88



C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

429 29th St. N.E. Suite D BUS: (253) 848-4282
PUYALLUP, WA 98372 CESERVICES@CESNWINC.COM

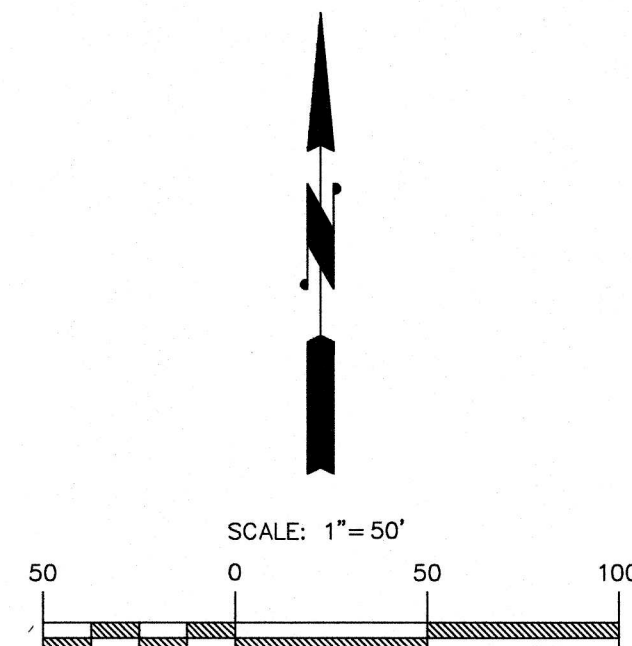
JOB 16141

SHEET 3 OF 6

EDGEWOOD VIEW ESTATES PHASE 2

A PLAT COMMUNITY
A PORTION OF THE SE 1/4 OF THE NE 1/4, SECTION 8, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.,
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

VOL/PG



LEGEND

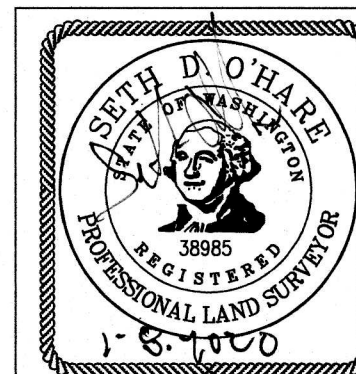
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- ⊙ SET MONUMENT "LS 38985"
- REBAR/CAP SET "LS 38985"
- [2004] LOT ADDRESS

Line Table

Line #	Length	Direction
L13	17.67	S42°58'43"E

Curve Table

Curve #	Length	Radius	Delta
C1	31.82	20.00	91°10'00"
C2	31.42	20.00	90°00'00"
C3	7.24	20.00	20°44'15"
C4	10.21	20.00	29°15'26"
C5	58.56	50.00	67°06'28"
C6	21.90	50.00	25°05'39"
C7	20.17	50.00	23°06'53"
C8	22.14	50.00	25°22'29"
C9	20.00	50.00	22°55'01"
C10	20.00	50.00	22°55'13"
C11	23.26	50.00	26°39'11"
C12	58.30	50.00	66°48'29"
C13	10.21	20.00	29°15'26"
C14	7.24	20.00	20°44'15"
C15	31.42	20.00	90°00'00"
C16	31.42	20.00	90°00'00"
C17	31.42	20.00	90°00'00"
C18	7.92	155.00	2°55'38"
C33	31.42	20.00	90°00'00"
C44	31.42	20.00	90°00'00"
C45	31.01	20.00	88°50'00"



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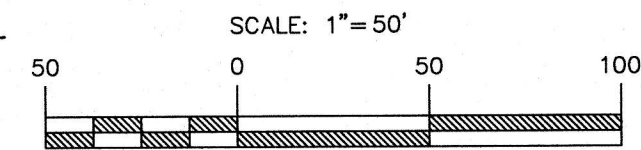
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SHEET 4 OF 6

EDGEWOOD VIEW ESTATES PHASE 2

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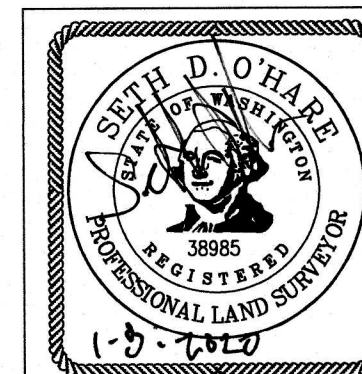
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L1	2.95	S84°02'44"W
L2	20.00	S43°33'06"E
L3	20.00	N47°35'40"E
L4	4.50	S87°58'43"E
L5	14.00	N2°01'17"E
L6	13.91	N87°58'43"W
L7	14.00	N2°01'17"E
L8	26.00	S2°01'17"W
L9	10.00	S87°58'43"E
L10	10.00	S87°58'43"E
L11	26.00	N2°01'17"E

Curve Table

Curve #	Length	Radius	Delta
C34	12.25	20.00	35°05'48"
C35	25.25	35.00	41°19'40"
C36	47.55	35.00	77°50'43"
C37	25.06	35.00	41°01'14"
C38	12.25	20.00	35°05'48"
C39	31.42	20.00	90°00'00"
C40	31.42	20.00	90°00'00"
C41	31.01	20.00	88°50'00"
C42	31.82	20.00	91°10'00"
C43	31.42	20.00	90°00'00"

SEE SHEET 4

EDGEWOOD VIEW EST.
PHASE 1
AFN. 201912055005
TRACT C
709,900 SF
CRITICAL AREA TRACT



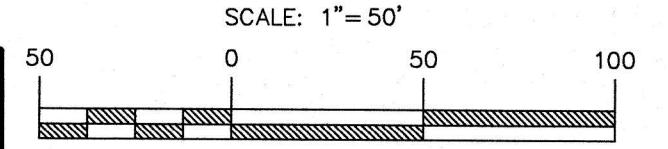
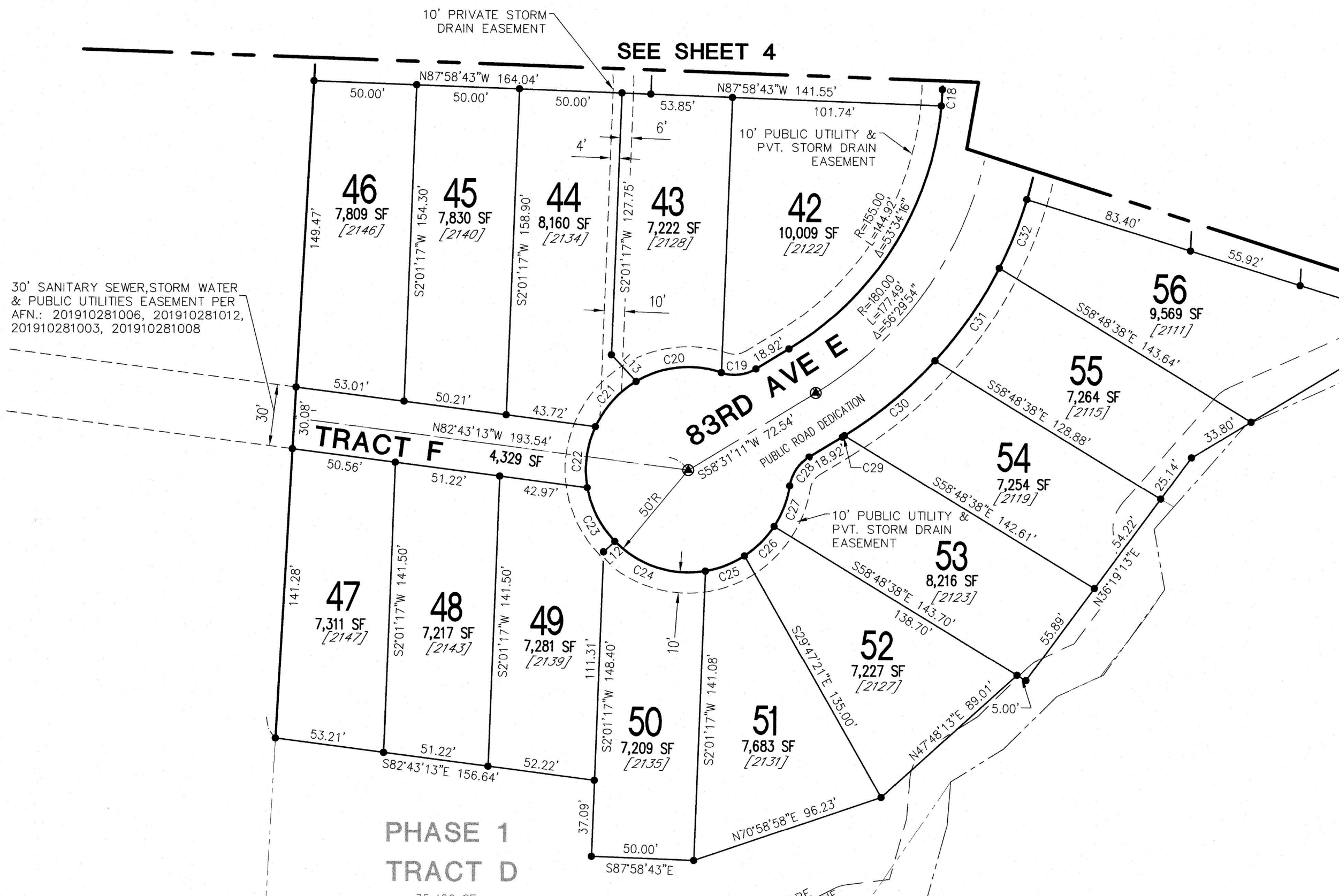
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JOB 16141 SHEET 5 OF 6

EDGEWOOD VIEW ESTATES PHASE 2

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VOL/PG



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SEE SHEET 5

Line Table

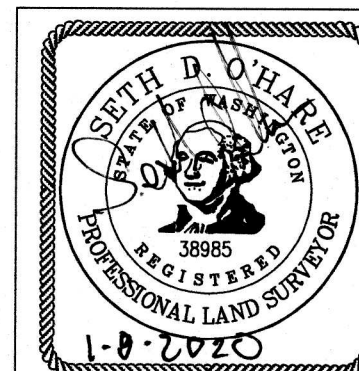
Line #	Length	Direction
L12	7.48	S47°01'17"W

Curve Table

Curve #	Length	Radius	Delta
C18	7.92	155.00	2°55'38"
C19	17.45	20.00	49°59'41"
C20	43.11	50.00	49°23'59"
C21	30.00	50.00	34°22'39"
C22	30.47	50.00	34°54'55"
C23	30.00	50.00	34°22'39"
C24	48.31	50.00	55°21'45"
C25	20.52	50.00	23°30'43"
C26	20.52	50.00	23°30'43"
C27	21.41	50.00	24°32'01"
C28	17.45	20.00	49°59'41"
C29	1.20	205.00	0°20'12"
C30	57.29	205.00	16°00'47"
C31	55.26	205.00	15°26'37"
C32	35.90	205.00	10°01'59"

N89°58'27"W 162.36'
S89°58'27"E 487.06'

0420084024
CITY OF EDGEWOOD
XXX 25TH ST E



C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

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PUYALLUP, WA 98372 CESERVICES@CESNWINC.COM

JOB 16141

SHEET 6 OF 6



City of Edgewood, Washington

2224 104th Avenue East, Edgewood WA 98372-1513

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

Staff Report, Findings and Recommendation Phase 2 of Edgewood View Estates Subdivision - Final Plat Approval

To: Edgewood City Council
From: Kristin Moerler, Senior Planner
Date: March 19, 2020
Subject: Final Plat Approval for Phase 2 of Edgewood View Estates Subdivision

NAME OF SUBDIVISION: Edgewood View Estates Subdivision

NUMBER OF LOTS: Phase 2 contains sixty-seven (67) single family residential lots. Phase 1 of this plat included twenty-three (23) single family residential lots for a total of ninety (90) lots within the Subdivision.

CITY FILE NUMBER: 20-1097

CITY FILE NUMBER AND NAME FOR PRELIMINARY PLAT APPROVAL:

16-5614 Edgewood View Estates Subdivision

CITY FILE NUMBER AND NAME FOR SITE DEVELOPMENT PERMIT APPROVAL:

18-1342 Edgewood View Estates Site Development

LOCATION: 8224-20th Street East Edgewood, WA 98372

TAX PARCEL: 6027550260

APPLICANT/ PROPERTY OWNER: Edgewood Terrace Estates, LLC

LEGAL DESCRIPTION: The legal description is located on page 2 of the Final Plat document

ZONING: Mixed Residential 1 (MR-1)

COMPREHENSIVE PLAN DESIGNATION: Mixed Residential Low

CRITICAL AREAS: The subdivision includes steep slopes, Surprise Creek and associated wetlands. All critical area tracts were established with phase 1.

SEPA: The City of Edgewood issued a Mitigated Determination of Nonsignificance (MDNS) on October 18, 2017, and there were no appeals to the MDNS.

PRELIMINARY PLAT APPROVAL: The City of Edgewood Hearing Examiner granted preliminary approval subject to fifty-four (54) conditions on December 14, 2017.

FINAL PLAT APPLICATION: Application was received on February 27, 2020. The City deemed the application complete on March 11, 2020.

ATTACHMENTS:

1. The City of Edgewood Engineer's Certificate of Completion dated March 3, 2020
2. Resolution No. 20-xxxx
3. Final Plat Map attached as Exhibit A to Resolution No. 20-xxxx

I. APPROVAL PROCESS

Final plat approval must be made by the legislative body (City Council). The final plat approval is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms to state law and local ordinances, final approval must be granted (RCW 58.17.170).

The final plat is reviewed by staff for conformance with preliminary plat approval conditions and all applicable laws and regulations. In this report, City staff is submitting written findings and a recommendation to the City Council for final plat approval.

Pursuant to EMC Section 16.04.160 and RCW 58.17.170(1), "when the legislative body of the city . . . finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval and that said subdivision meets the requirements of chapter 58.17 RCW, other applicable state laws and any local ordinances adopted under this chapter which were in effect at the time of preliminary plat approval, it shall suitably inscribe and execute its written approval on the face of the plat."

II. PROJECT ANALYSIS AND STAFF FINDINGS

The proposed subdivision is determined by staff to meet the criteria established in the Edgewood zoning and subdivision ordinances, the City of Edgewood Comprehensive Plan, and to be generally consistent with the requirements and conditions of the preliminary plat approval.

A. Conformance with the City of Edgewood Zoning Ordinance (EMC Title 18)

The zoning designation of the property is Mixed Residential 1 (MR-1). The preliminary plat approval details the project's compliance with the zoning designation applicable to the site. The site is a total of 39.24 acres in size. Phase 2 is 15.3 acres in size. As all critical area and Stormwater tracts were dedicated with the first phase, Phase 2 includes public roadways, private access tracts and the homeowners' association park area in addition to the remaining

67 lots. The plat, as conditioned by the Hearing Examiner to include a maximum of 90 lots, provides 3.9 units per net acre consistent with the allowed density for the MR-1 district.

All lots generally have sufficient building area to accommodate a reasonably sized, single-family residential home. The building permit process will include review of zoning provisions applicable to the individual lot development and assure compliance with lot development standards.

B. Conformance with the City of Edgewood Subdivision Ordinance (EMC Title 16) and Issuance of the Hearing Examiner's conditions of approval.

The applicant submitted a final plat application for Phase 2 in conformance with 16.04.100-16.04.180. The final plat and associated submittals have been reviewed against the approved project conditions and subdivision standards. Staff finds the proposed subdivision conforms to EMC Title 16.

C. Conformance with the Comprehensive Plan

The Comprehensive Plan designation of the property is Mixed Residential Low. Allowed uses in the Mixed Residential Low designation include a range of housing types such as small-lot detached dwellings, duplexes and townhouses, multi-family dwellings and senior housing facilities. Compatible uses are also allowed. The maximum number of allowable dwelling units in the Mixed Residential Low is four (4) dwelling units per acre. Staff finds the proposed subdivision is in conformance with the Comprehensive Plan.

D. Conformance with the City of Edgewood Engineering Requirements

The City's Public Works staff and City Engineer have reviewed the civil design, construction drawings and final plat application with the purpose to promote the public health, safety, and welfare in accordance with the standards established by the state and the City to provide and promote safe, convenient vehicle access on public and private streets, to facilitate the adequate provision of public water and sewer service and for the proper handling of stormwater.

The City Engineer issued a City Engineer's Certificate of Improvements for Phase 2 of Edgewood View Estates file #18-1342 for site development improvements in accordance with Chapter 16.04 EMC on March 3, 2020. The Certification allowed for performance bonding of the sidewalks and shared access paving, to be completed prior to occupancy of buildings within the subdivision. Bonds have been submitted for the completion of remaining work and maintenance of the public roadways.

E. Conformance with Hearing Examiner's conditions of approval

The Hearing Examiner imposed fifty-four (54) conditions of approval on the Edgewood View Estates Preliminary Plat. The bulk of the permit conditions imposed on the project reflected code requirements to be met during the site development phase of the subdivision construction relative to development of access, stormwater facilities, community septic systems and preservation of critical areas. Staff prepared a detailed analysis of the conditions as a part of the final plat review for phase 1, which identified only a few items that were specific

to phase 2, that remained to be addressed related to the park and tree retention and homeowner association maintenance. As both phases were contained within the same Site Development Permit the analysis as to the compliance of this phase is the same as adopted with Resolution 19-xxx for phase 1, with the additional findings below.

The homeowners' association established with phase 1 is being expanded to include the phase 2 lots and areas. Modifications needed to address the expansion of the HOA and specifics features of phase 2 have been submitted by the applicant and approved by staff. The revisions to the Covenants, Conditions and Restrictions address the tree retention specifics of this phase, and the maintenance of the HOA Park as required by the conditions of approval. Landscape bonding has been approved for this phase to allow the bulk of the landscape to be installed in spring 2020, street trees within the plat are also bonded to allow installation as homes are constructed. Performance Bonds are on file with the City for this work.

Hearing Examiner conditions imposed on the project included a number of procedural and informative conditions specifying the duration of the permit approval, final plat permit submittal and final plat recording requirements. Applicant has conformed to the procedural requirements for Phase 2 Final Plat approval at this time. Staff will coordinate receipt, signing and recording of the final documents with the applicant to assure all recording requirements are met.

III. STAFF RECOMMENDATION

Based on the information above and materials provided in the file, the City of Edgewood staff has determined that the final plat meets the applicable requirements for final plat approval for Phase 1. The applicant has completed required improvements for the development, and has submitted performance bonds for the remaining landscape improvements and maintenance of the public road improvements. Therefore, the City staff recommends the City Council adopt the findings in this report and **APPROVE** the Final Plat for Phase 2 of Edgewood View Estates Subdivision, File Number 20-1097, subject to completion of the bonded improvements and recording of the Final Plat and Amendment to the Covenants, Conditions and Restrictions with the Pierce County Auditor.



City of
Edgewood

2224 104th Avenue E., Edgewood, WA 98372-1513

Phone: (253)952-3299

www.cityofedgewood.org

March 3, 2020

Edgewood Terrace Estates LLC

Attn: Kurt Wilson

108 West Stewart

Puyallup, WA 98371

RE: ENGINEER'S CERTIFICATE OF IMPROVEMENTS,
EDGEWOOD VIEW ESTATES PHASE II (PROJECT 20-1097)
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

Dear Mr. Wilson,

This letter is to inform you that pursuant to City of Edgewood Municipal Code (EMC) Section 16.04.110, the City has determined substantial completion of the required improvements associated with conditions for preliminary subdivision approval and requirements as described within the approved Site Development Plans have been substantially approved by the Public Works and Engineering Department.

A copy of this letter certifying Substantial Completion of site improvements along with accompanying documents as outlined in Section 16.04.140 shall be submitted with the final plat application.

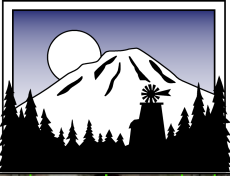
Prior to occupancy on any building permits within the plat, all bonded improvements must be constructed. Specifically the sidewalks and shared access paving.

If you have any questions, please contact me at (253) 952-3299.

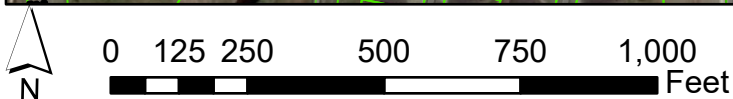
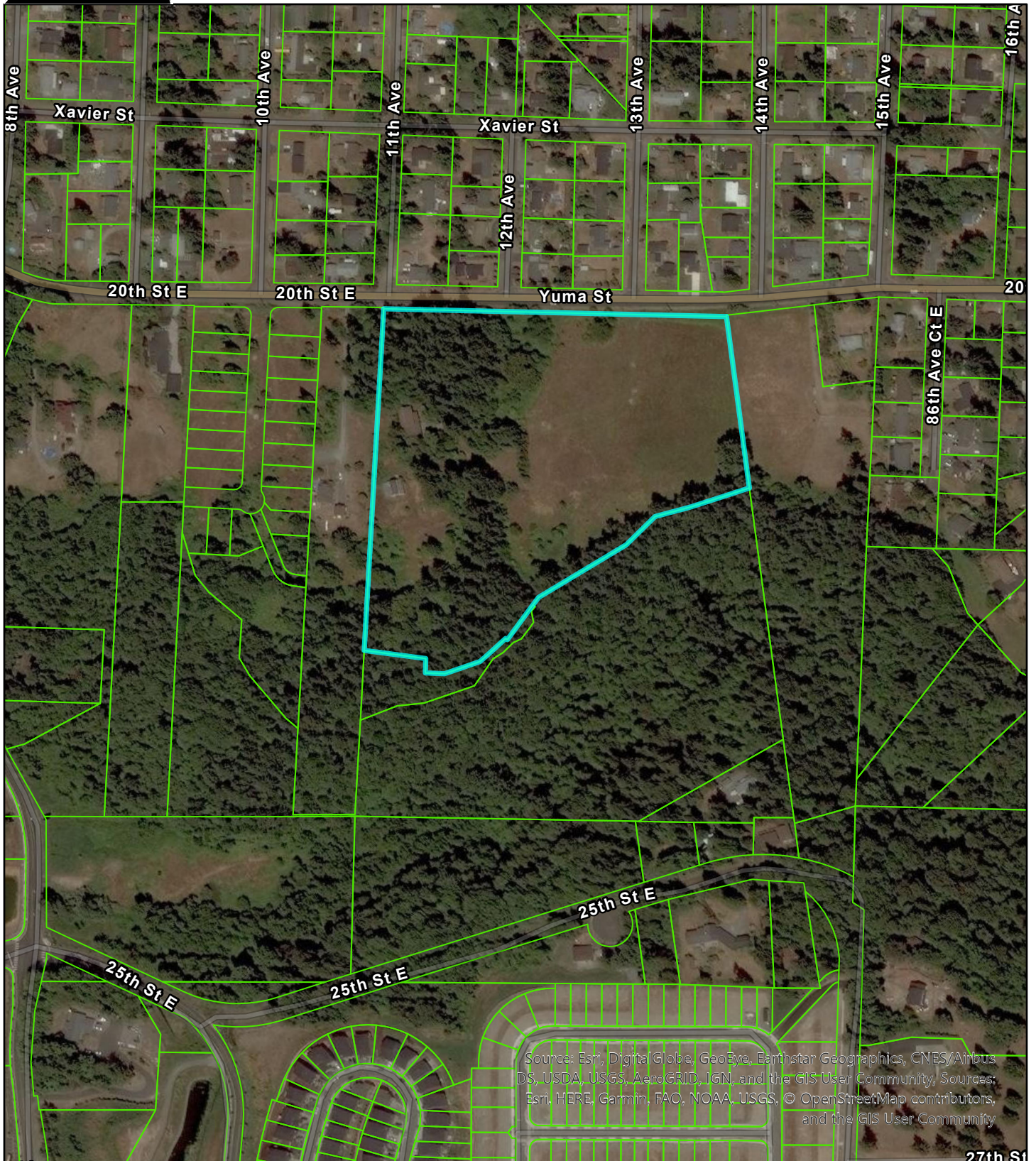
Sincerely,

Chuck Hendricksen, P.E.
Senior Engineer

Cc: Jeremy Metzler, P.E., Public Works Director
Kristin Moerler, Senior Planner
Daniel Smith, CES, 429 – 29th Street NE, STE D, Puyallup, WA 98372



Edgewood View Estates Phase 2 Location Reference Map



Date Saved: 3/18/2020 8:52 AM