



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, August 9, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://us06web.zoom.us/j/89782942579>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. PRESENTATION

A. OPMA Training (Practical Applications)

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

5. 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 July 26, 2022

B. Review of Board/Commission Minutes

C. AB22-046 – a motion approving August 2022 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$193,977.18 and Vendor Check Numbers 25514 through 25527 with EFT and Direct Pay Payments in the amount of \$360,641.65. Total distributions submitted for review and authorization in the amount of \$554,618.83.

6. COUNCIL BUSINESS

A. AB22-0633 – approving Resolution 22-0633 authorizing the Mayor to execute a contract with Core Distinctions Group for a comprehensive hotel market feasibility study

7. COUNCIL COMMENTS

8. 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.

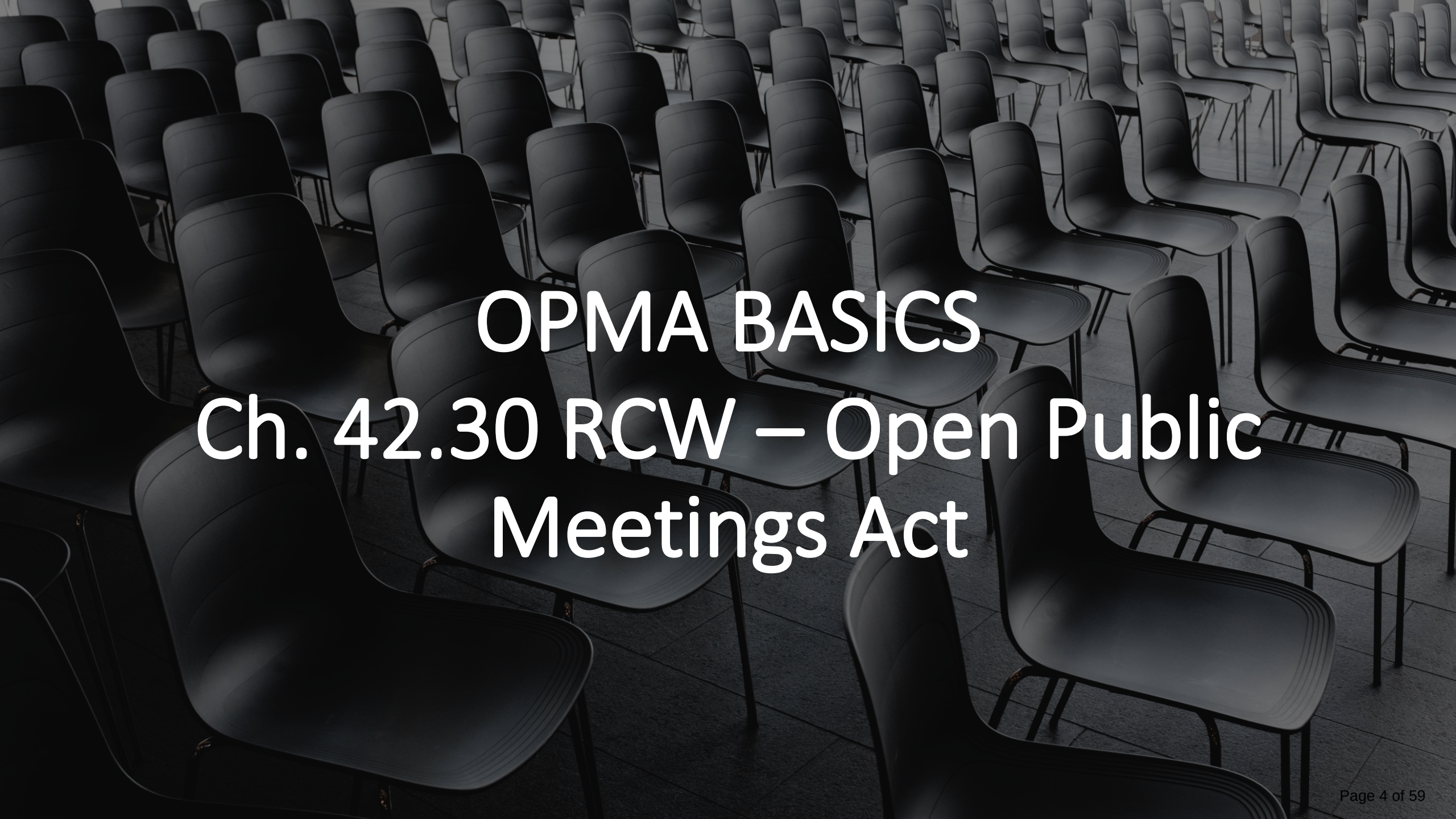
OPMA Basics & Beyond

ANN MARIE SOTO, CITY ATTORNEY
EDGEWOOD CITY COUNCIL MEETING
AUGUST 9, 2022



Overview

- OPMA Basics
- Open Government Act Training Requirements
- Best Practices and Other Considerations
- Examples



OPMA BASICS

Ch. 42.30 RCW – Open Public Meetings Act

When does it apply and who must comply?

“All **meetings** of the **governing body** of a public agency shall be open and public and all persons shall be permitted to attend any meeting of the governing body of a public agency, except as otherwise provided in this chapter.” *RCW 42.30.030*.

“Meeting”

“Meeting” means meetings at which action is taken. *RCW 42.30.020*.

- Occurs when a quorum of a city council or other governing body gather with the collective intent of transacting the governing body's business. Ordinances, resolutions, rules, regulations, orders, and directives must be adopted at meetings conducted in compliance with the OPMA in order to be valid.
- Executive sessions authorized for certain purposes. *RCW 42.30.110*.
- Exceptions: executive sessions, “closed sessions” for bargaining, proceedings concerning certain licensing/permitting or disciplinary matters, quasi-judicial proceedings, and matters governed by the Administrative Procedures Act (*Chapter 34.05 RCW*).

“Governing body”

Includes city councils, planning commissions, and committees of the governing body that act on behalf of (exercise actual or de facto decision-making authority for) the governing body, conduct hearings, or take testimony or public comment.

What constitutes a “action”?

RCW 42.30.020(3)

- **“Action”** means the transaction of the official business of a public agency by a governing body, including but not limited to receipt of public testimony, deliberations, discussions, considerations, review, evaluations, and final actions.
- **“Final action”** means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body. Final action **MUST** be taken in a meeting open to the public.



CAUTION: Beware of Serial Meetings

- A serial meeting occurs when the majority of a governing body have a series of smaller gatherings or communications that results in a majority collectively taking action, even if a majority is never part of any one communication.
- Requires a “collective intent to meet” in addition to a series of communications between a majority of the governing body. *Citizens Alliance v. San Juan County*, 184 Wn.2d 428, 359 P.3d 753 (2015).
- “Mere passive receipt of information” by itself is not a violation of the OPMA. *Wood v. Battle Ground School Dist.*, 107 Wash. App. 550, 27 P.3d 1208 (2001).
- “[I]f a quorum of a legislative body, such as the city council, collectively commits or promises to each other to vote — as a group — in favor of or in opposition to a piece of pending legislation at a future public meeting, then such a commitment may be evidence that a majority of the body attended a “meeting” with the collective intent to take an ‘action’ in violation of the OPMA.” *Egan v. City of Seattle*, 14 Wn. App. 2d 594, 471 P.3d 899 (2020).

What’s a serial meeting and what is prohibited?

A close-up, low-angle shot of several interlocking wooden gears. The gears are made of dark, polished wood, showing natural grain patterns and some wear. They are arranged in a circular pattern, with one gear in the foreground being more prominent than the others. The lighting is dramatic, with strong highlights on the edges of the teeth and deep shadows in the gaps between them, creating a sense of depth and texture. The overall color palette is dark and monochromatic, with various shades of brown and black.

Violations and Penalties

Test for OPMA Violation

Conduct constitutes an OPMA violation when:

- (1) a majority of the council “meet;”
- (2) with the collective intent to transact official business; and
- (3) during the “meeting,” the council members take “action” as defined by the OPMA.

Egan v. City of Seattle, 14 Wn. App. 2d 594, 471 P.3d 899 (2020).

What are the penalties for OPMA violations?

Actions null and void. Any action taken at a meeting in violation of the OPMA is null and void. *RCW 42.30.060(1).*

Personal liability. Each member of the governing body who attends a meeting where action is taken in violation OPMA ***with knowledge of the fact*** is subject to **personal liability** in the form of a civil penalty of \$500 (first offense) or \$1,000 (subsequent offense). *RCW 42.30.120. Can be used as grounds for recall.*

Agency liability. Any person who prevails against an agency for an OPMA violation in court will be awarded ***all costs, including attorney fees.*** *RCW 42.30.120(2).* Prevailing agency only awarded costs and attorney fees if the action was “frivolous and advanced without reasonable cause.” This is a high bar and rarely occurs.

A close-up photograph of a wooden Scrabble rack containing the word "TRAINING" spelled out with light-colored wooden tiles. Each tile has a letter in black ink and a small number in the bottom right corner. The tiles are arranged in a row, and several other tiles are scattered on the wooden surface around the rack. The background is a warm, light brown wood grain.

OPEN GOVERNMENT TRAINING REQUIREMENTS

(RCW 42.56.150, RCW 42.56.152
and RCW 42.30.205)

Open Government Trainings

- The Act requires basic open government training for local and statewide officials and records officers on a regular basis.
- Training covers two subjects: public records/records retention and open public meetings.
- Training must be completed within 90 days of taking office.
- Refresher training at least every four years.
- Training available from multiple sources (AWC, MRSC, WAPRO, etc.).
- Free online training available from the [Attorney General's Office](#).

An open notebook with lined pages is shown from a high angle. A silver fountain pen with a black grip section lies diagonally across the left page. Another silver pen, possibly a ballpoint, lies horizontally on the dark, textured surface to the right of the notebook. The text "BEST PRACTICES AND OTHER CONSIDERATIONS" is centered over the right page in a white, bold, sans-serif font.

BEST PRACTICES AND OTHER CONSIDERATIONS

- ☐ Meet more frequently.
- ☐ Do not discuss city business with more than two other councilmembers outside of an open public meeting.
- ☐ If you have discussed a matter in a group of three councilmembers, make sure you (or the others) don't then discuss the same matter with a fourth member.
- ☐ When in doubt, discuss in an open public meeting!

Find ways to
communicate
within the
confines of the
law

Be careful with executive sessions

- ☐ Don't overuse executive sessions.
- ☐ Stay on topic during an executive session.
- ☐ Always let the public know if you might take action following an executive session.
- ☐ Discuss matters publicly after executive session prior to voting, when able.
- ☐ Don't discuss what happened in executive session. RCW 42.23.070(4) prohibits disclosing confidential information. RCW 42.23.050 provides for a \$500 penalty and the potential forfeiture of office.

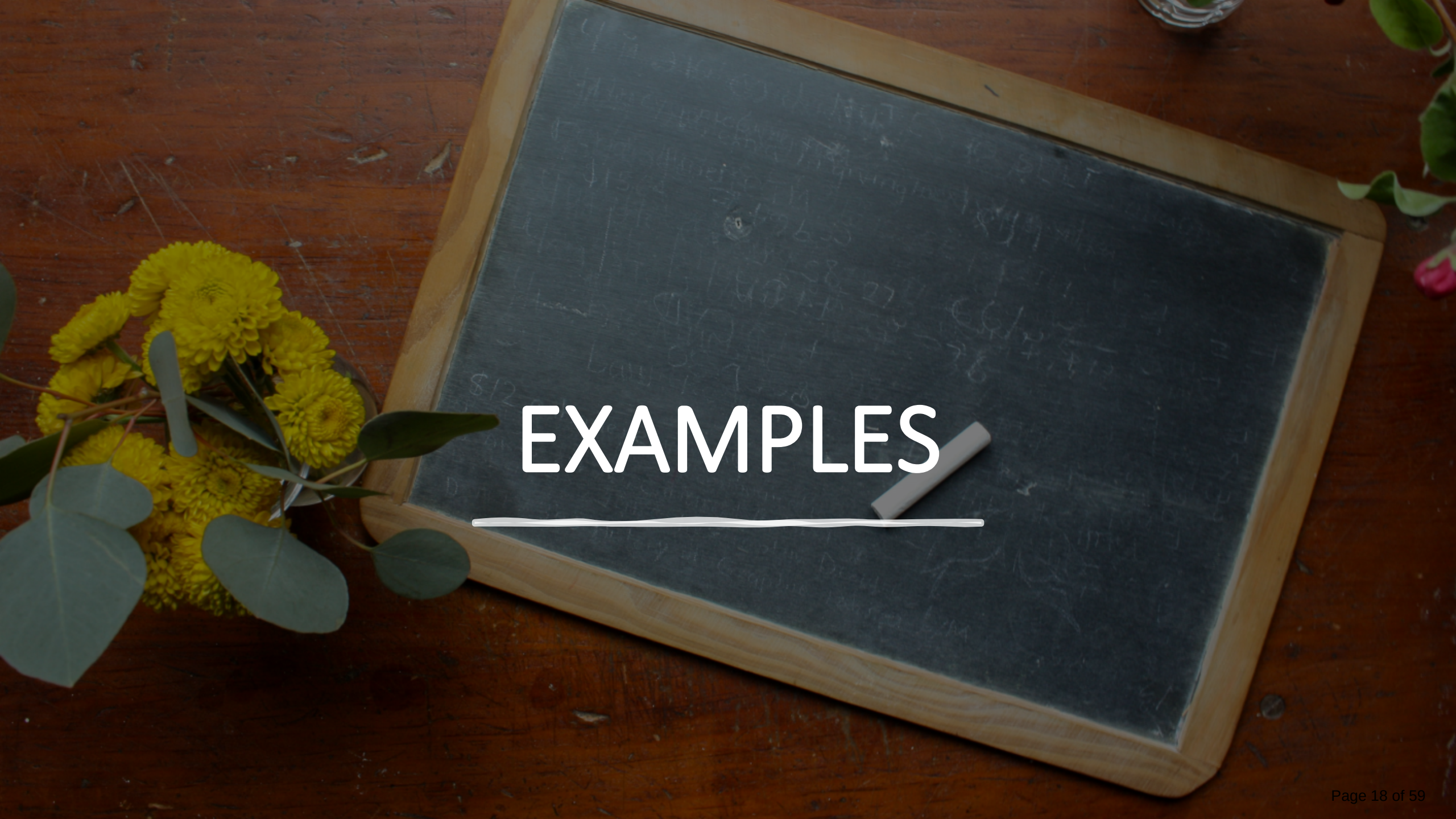
Avoid text messaging during meetings.

- The public can see you and wonders what you're doing.
- Exchanging text messages regarding City business with a quorum would constitute a meeting in violation of the OPMA.
- Having private conversations via text or email during meetings may give the appearance of trying to hide something, which can invite lawsuits.
- Remember that text messages about City business are subject to public disclosure and records retentions laws.

Be careful when using social media

- Remember that your social media posts are also public records and that you can take "action" in violation of the OPMA via social media, too.

Avoid
situations that
may present
the
appearance of
an OPMA
violation or
impropriety



EXAMPLES

Travel and Social Activities

The NLC Congressional City Conference in D.C. is coming up and five councilmembers plan on attending. They are all booked on the same airplane and would like to carpool to the airport together. Is this going to be an issue?

No, as long as they don't talk shop.

- "It shall not be a violation...for a majority of members of a governing body to travel together...or gather for purposes other than a regular or special meeting...PROVIDED that they take no action." *RCW 42.30.070.*

Texting



During a meeting, a councilmember has an idea that might help move a contentious issue forward. Instead of bringing it up to the entire group, they text a fellow councilmember during the meeting to run it by them first. Was this an OPMA violation?

Not at this time, because a quorum wasn't involved, but I advise against doing so.

- Holding private conversations via text or email during meetings may make it appear you are not paying attention or are trying to hide something—which can invite lawsuits.
- Remember your text messages are subject to public disclosure and records retention laws.



“Collective intent” to meet

Council is working to plan the next retreat. Before creating a proposed agenda, they want to get a general sense of what issues are currently on their fellow councilmembers’ minds. Can they call all individual councilmembers solicit feedback like this?

Probably, provided they do so carefully and do not have a “collective intent to meet” and transact City business. This means they:

- ✓ Stay in listening mode – Mere “passive receipt of information” by itself is not a violation of the OPMA.
- ✓ Keep it high level and open ended (i.e., “I’m calling to touch base with you and see what you think are the biggest issues the City is currently facing.”)
- ✓ Do not drill down into specific business items or issues.
- ✓ Do not engage in a discussion or exchange opinions and ideas.
- ✓ Do not discuss what was said and who said what with anyone else on Council; instead, use what you learn on the calls to inform yourself and make your own suggestions and decisions based on the information you passively received.
- ✓ Use the City Administration to share information or help make decisions as appropriate.
- ✓ When in doubt, discuss in an open public meeting!

Email

A councilmember receives an email from a resident with a great idea for a City wellness program. The councilmember immediately forwards the email to the rest of the body as an “FYI.” Has a meeting occurred?

No.

- ❖ At this point the other councilmembers are passive recipients of the email, but there may likely be an OPMA violation if any of them use “reply all” to continue discussion on the topic.



Polling

A councilmember has an idea for legislation that could help solve a somewhat controversial issue, but they don't want to open what could be a real "can of worms" if other councilmembers have no interest in pursuing it. Can they call all individual councilmembers to gauge their interest in the potential solution?

Probably not.

- Polling other councilmembers is specifically prohibited.
- Asking about a particular subject or business item (rather than seeking passive receipt of general information) may fall under definition of "action."
- If a quorum collectively commits to voting a particular way, they have taken "action" in violation of OPMA, even if done serially.
- It's best to steer clear of conversations about specific or potential business items— keep it high level and general.
- For better or worse, the OPMA requires many uncomfortable conversations to happen publicly.

Vote Counts

Date:

Issue/Bill:

	<i>Approve</i>	<i>Decline</i>	<i>Other</i>
Bagshaw	☒ <i>Assuming Yes</i>	☐	☐
González	☐	☐	☐
Harrell	☒	☐	☐
Herbold	☒	☐	☐
Johnson	☒	☐	☐
Juarez	☒ <i>Assuming Yes</i>	☐	☐
Mosqueda	☐	☐	☒ <i>-?</i>
O'Brien	☒	☐	☐
Sawant	☐	☒ <i>Assuming</i>	☐

Groups of Three

Following the City Council meeting, it is clear that three councilmembers share similar opinions on a particular issue. Can the three of them meet privately to discuss further?

Yes, provided:

- None of them later communicates with a fourth councilmember regarding this same issue outside of an open public meeting. This includes all forms of communication—phone, email, text, in-person, etc.



Lack of Quorum

Only three councilmembers showed up for the council study session, so the meeting was cancelled due to the lack of quorum. Can the councilmembers who attended stay and discuss items that were on the agenda anyway?

Probably, but with caution.

- No final action can be taken without a quorum.
- Because serial meetings can occur over time, the remaining councilmembers should not fill in the absent members about the discussion as that may result in a quorum of the members taking prohibited action (i.e. discussion, consideration, review, etc.).
- It's a fine line—may just be better to wait to discuss the items at a meeting with a quorum.





Social Media

A robust discussion has erupted on Next Door about the City's response to a recent snow event. It is clear residents may not have all the facts about why the City responded as it did. Attempting to help, four councilmembers respond in comments to clarify with information they have from their roles as councilmembers. Is this an OPMA violation?

This is a grey area, but dangerous territory.

- If a quorum of the council are responding to residents and making comments about agency business in the same online forum, it may be considered "action" under the OPMA. It is best to avoid these discussions on social media.
- *Note:* Communications between individual councilmembers and members of the broader community do not trigger serial meeting concern. But keep these communications private (i.e., direct messaging) so other councilmembers are not reading/responding them. And don't forget those messages are public records!

Questions?

Ann Marie Soto

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CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, July 26, 2022 – 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 West (Arrived late at 7:14pm), Councilmember Creley, Councilmember Day, Councilmember Buckley, Councilmember Lowry, Councilmember Keith

Excused: Deputy Mayor Tomin **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, IT Director Matthew Ray, City Attorney Ann Marie Soto

2 AUDIENCE COMMENT

Georgia Lercern spoke.

3 MAYOR'S REPORT

Mayor Eidinger read his report into the record and then invited each Director to speak on topics of their choosing.

4 CONSENT AGENDA:

- A. July 12, 2022 Regular Council Meeting Minutes
- B. July 19, 2022 Study Session Minutes
- C. **AB22-040** – a motion approving July 2022 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; Employment Security Department; Department of Labor & Industries; and IRS 941 in the amount of \$186,498.24 and Vendor Check Numbers 25501 through 25513 with EFT and Direct Pay Payments in the amount of \$325,329.80. Total distributions submitted for review and authorization in the amount of \$511,828.04.
- D. **AB22-041** - Purchase Order for Ford Escape and Ford Ranger vehicles
- E. **AB22-042** - Purchase Order for Tool Cat
Motion: As read, **Action:** Approve, **Moved by:** Councilmember Buckley **Seconded by:** Councilmember Creley **Motion Passed 5-0**

5 COUNCIL BUSINESS

- A. **AB22-043** – Code Enforcement Board Vacancy (Position No. 5)
Motion: As read, **Action:** Approve, **Moved by:** Councilmember Day **Seconded by:** Councilmember Keith **Motion Passed 5-0**
- B. **AB22-044** – 2nd Quarter Financial Statements
Motion: As read, **Action:** Approve, **Moved by:** Councilmember Lowry **Seconded by:** Councilmember Day **Motion Passed 5-0**
- C. **AB22-045** – Publish the 2021 Annual Report

Motion: As read, **Action:** Approve, **Moved by:** Councilmember Keith **Seconded by:** Councilmember Lowry **Motion Passed 5-0**

6 COUNCIL COMMENTS

Councilmember Day spoke.

Mayor Eidinger spoke.

7 ADJOURN

Mayor Eidinger adjourned the meeting at 7:20pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinger
Mayor



PARKS AND RECREATION ADVISORY BOARD (VIRTUAL) MEETING SUMMARY

Wednesday, June 8, 2022 – 6pm ♦ City Hall – 2224 104th Avenue East ♦

1. CALL TO ORDER

Brian Levenhagen called the meeting to order at 6:01pm

2. ROLL CALL

Present: Brian Levenhagen, Jeff Southard, Linda Howard, Amity Highley, Bill Hilton, Anne Percival, Stacie Farmer

Council Liaison: Rosanne Tomin

City Staff Present: Public Works Director (PWD) Jeremy Metzler, IT Director Matthew Ray

3. APPROVAL OF MEETING SUMMARY

Linda Howard **MOVED**, Anne Percival **SECONDED** to approve the May 11, 2022 Meeting Summary.
APPROVED (7-0)

4. OLD BUSINESS

- PROST Plan Update (Final Review)
PWD Metzler thanked board members for their input and reviewed with them the proposed final product.
- Edgemont Park Playground – Status Update
Shipment for the equipment was delivered, but contractor expressed a desire to wait for the weather to dry out a bit before getting started. PWD Metzler discussed additional improvements to be made to the bathrooms as well, including replacing fixtures and recoating the floors.
- Parks Appreciation Day Planning (Edgemont July?)
Discussion was had as to when board members would like to bring this back for further discussion. All were in favor of bringing it back in August to decide specifics.
- Edgewood Picnic Planning (July 16, 2022)
Board members decided against manning an individual PRAB booth, deciding instead on providing the parks brochures at the table.
- Future Agenda List/2022 Work Plan
PWD Metzler reviewed the current FAL and Work Plan with board members to prioritize upcoming meeting agenda items.

5. NEW BUSINESS

- Interurban Trail Planning – FGT Partnership/Community Sponsors
PWD Metzler announced that the city made the cut for the PCRC Federal Highway Dollars bi-annual competition for 2.4 million dollars towards construction in 2026. He then reviewed the various

grants the City had put in for through RCO, and the Department of Ecology explaining if they're approved the possibility of building the trail, would be a reality.

6. **ADJOURN** – 7:49pm



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, June 13, 2022 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

1. **CALL TO ORDER:** Chair Overfield called meeting to order at 6:00 PM
 - A. **Commissioners Present:** Guillory; Overfield; Greene; Wagner; Ramirez; Pincas
 - B. **Commissioners Absent:** Slate
 - C. **Staff Members Present:** Darren Groth, CED Director
Emily Arteche, Planning Manager
Evan Hietpas, Associate Planner
Jeremy Metzler, Public Works Director
 - D. **Others Present:** Mayor Eidinger
Councilmember Day
Councilmember Tomy
2. **CONSENT AGENDA:** Chair Overfield requested to modify the May 9th meeting minutes to state that “Vice-Chair Pincas” requested the motion to approve the proposed code amendments under “Impact Fee Exemptions” public hearing. Ramirez motioned to APPROVE, as modified, Pincas seconded. Commission voted 6-0 to approve the Consent Agenda, as modified.
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:** None
5. **ACTION ITEMS:**
 - A. Chair and Vice-Chair Appointments
 - i. Chair Overfield requested a motion to appoint herself as Chair and Commissioner Pincas as Vice Chair, as recommended by staff. Pincas motioned, Guillory seconded, Commissioners voted 6-0 in favor of the appointments.
6. **DISCUSSION ITEMS:**
 - A. **New Business:**
 - i. Land Use Table
 - Groth opened the discussion on the Land Use Table in relation to several topics (kennels use, Town Center mixed-use requirements, general staff recommendations)
 - Discussion ensued and the Commission expressed an interest in continuing discussion on the Land Use Table.
 - Staff will prepare documentation of their code update recommendations that may be considered by the Commission at future meetings.

ii. Development Review Processes

- Hietpas opened the discussion.
- Commissioners discussed the City’s development review processes. The comments focused on: 1.) Vast improvements made in past two years 2.) Site Plan design review applicability and submittal documents, and 3.) significant tree preservation review.
- In future meetings, the Commission will continue to discuss the City’s development review process.
- Separately, the Commission will review and discuss the City’s significant tree preservation regulations, under the agenda item “Tree Preservation”.

B. Old Business:

i. Development and Public Works Standards

- Metzler requested Commission’s input on sidewalks/ pedestrian walkways.
- The Commission expressed an interest in adopting a fee-in-lieu-of program that requires development not connected to an established sidewalk to pay into a fund that could be used to expand the City’s existing sidewalk network. For development that is adjacent to an existing sidewalk network, the developer should be required to install or improve sidewalks/ pedestrian pathways.
- Metzler request Commissioner’s input on overhead-to-underground utility conversion.
- The Commission did not provide specific direction on this issue at this time, and felt that it might be an issue that could be better addressed at the time of the City’s Comprehensive Plan update.

ii. Sewer Connection Requirements

- Metzler requested Commission’s input on three key topics:
 1. Sewer connection requirement related public sewer becoming available
 2. Allowance of on-site septic system (OSS) repair
 3. Focus of City-funded sewer expansion
- Discussion ensued. The Commission requested further discussion and staff’s recommendations on the issues in order to provide policy recommendations to City Council in the coming months.

iii. Town Center

- Hietpas opened the discussion, by summarizing the May 19th workshop and May 31st open house, as well as a brief discussion on the public survey results.
- Groth shared that the EDAB would like to hold a special joint meeting with the Planning Commission to discuss potential collaborative efforts for Town Center.

iv. 2022 Work Plan

- No discussion held on the 2022 Work Plan.

7. STAFF COMMENTS: None

8. COMMISSIONER COMMENTS: None

9. ADJOURN: Chair Overfield adjourned meeting at 8:48 PM.



**CITY OF EDGEWOOD
ECONOMIC DEVELOPMENT ADVISORY BOARD (EDAB)
MEETING MINUTES**

Monday, June 6, 2022 at 6 p.m.

Hybrid Meeting Held Virtually via Zoom and Edgewood City Hall

1. **CALL TO ORDER:** Chair Wiesenfeld called the meeting to order at 6:06pm
- MEMBERS PRESENT:** Wise, Chair Wiesenfeld, Butterfield; Pearce, Neil
- COMMISSIONERS ABSENT:** Clark, Vice Chair Swanson
- STAFF MEMBER(S) PRESENT:** Darren Groth, CED Director
Morgan Dorner, Senior Planner (SP)
- OTHERS PRESENT:** Councilmember Tomin
Councilmember Buckley
2. **CONSENT AGENDA:**
 - A. Agenda Approval or Modifications
 - B. Approval of Meeting Minutes for April 4, 2022
 - C. Review of Planning Commission Meeting Minutes for April and May
 - D. Review of March and April Development Review Reports

Motion: As presented **Action:** Approve, **Moved by:** Wise **Seconded by:** Neil **Motion Passed 5-0**
3. **CITIZEN COMMENT PERIOD:** There were no citizen comments.
4. **OLD BUSINESS**
 - A. **Town Center**
 - i. SP Dorner provided an update regarding the May 19th Town Center Subarea Plan Community Workshop, reviewing in detail the survey responses with board members
 - ii. CED Director Groth spoke about the history of the Town Center vision, and how the city has implemented its findings over time through various surveys and consultants
 - iii. Board member Wise requested the Burke and Buxton reports be reshared with board members as a refresher and to bring new members up to speed
 - B. **2022 Work Plan Prioritization and 2nd Half of 2022 Program**
 - i. SP Dorner reviewed the reorganized Work Plan Prioritization with board members
 - ii. Discussion ensued as to the possibility of a joint meeting with the Planning Commission July 11, all in attendance were in favor

5. NEW BUSINESS:

A. Retail Strategies – ICSC Convention and New Economic Development Webpage

- i. SP Dorner, and CED Director Groth discussed in detail their experience at the ICSC convention, how they prepared for the event, and what they discussed with businesses while there

B. Reappointments

- i. Discussion ensued regarding upcoming expiring positions 4-7
- ii. CED Director Groth expressed his intention to have the Mayor reappoint those interested in continuing on in their role

6. STAFF COMMENTS:

- A. Takeaways were shared regarding the May 19th Workshop and May 31st Open House
- B. SP Dorner reshared the City's Land Use Table located in Edgewood Municipal Code (EMC) [Chapter 2.32 EDAB Bylaws](#) as a resource for EDAB Members
- C. SP Dorner continuing to collect information on adult businesses licensed within Edgewood
- D. The following board member outreach opportunities were reshared and discussed briefly
 - i. Fife-Milton-Edgewood Chamber of Commerce
 - ii. Tacoma-Pierce County Chamber
 - iii. NAIOP Washington State Chapter, Commercial Real Estate Development Association

7. BOARD COMMENTS/UPDATES:

- A. Jason Neil spoke about the “tiny businesses” he saw in Bothell.

8. ADJOURN: Chair Wiesenfeld adjourned the meeting at 7:34pm

City of Edgewood 2022

August 9th 2022 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
<u>AWC EFT 7/29/2022</u>	AWC Employee Benefit Trust	7/29/2022	\$51,399.01
<u>DCP EFT 7/29/2022</u>	Deferred Compensation Program	7/29/2022	\$16,133.75
<u>Direct Deposit Run -</u>	Payroll Vendor	7/29/2022	\$89,822.92
<u>DRS EFT 7/29/2022</u>	Dept of Retirement Systems	7/29/2022	\$19,493.78
<u>DSHS-DCS EFT</u>	WA State Support Registry	7/29/2022	\$719.00
<u>IRS 941 EFT 7/29/2022</u>	IRS 941	7/29/2022	\$16,408.72
Total			\$193,977.18

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25513 Last Number Issued Previous Authorization			
<u>25514</u>	A & R Services dba Angela Rojo	8/9/2022	\$1,135.00
<u>25515</u>	Daryl Eidinger	8/9/2022	\$137.38
<u>25516</u>	Drain-Pro	8/9/2022	\$186.50
<u>25517</u>	Form Source, Inc.	8/9/2022	\$226.16
<u>25518</u>	National Barricade Co., LLC	8/9/2022	\$1,893.72
<u>25519</u>	Pierce County Budget & Finance 2% Dist	8/9/2022	\$932.79
<u>25520</u>	Pierce County Budget & Finance Jail	8/9/2022	\$488.96
<u>25521</u>	Pierce County Budget & Finance Sheriff	8/9/2022	\$239,656.66
<u>25522</u>	Safety Awareness & Field Education Resources LLC	8/9/2022	\$750.00
<u>25523</u>	Sound Law Center, LLC	8/9/2022	\$2,947.50
<u>25524</u>	Sound Native Plants	8/9/2022	\$16,632.00
<u>25525</u>	Sydney Rose Studios	8/9/2022	\$330.00
<u>25526</u>	The Police and Sheriffs Press	8/9/2022	\$32.58
<u>25527</u>	Whistle Workwear	8/9/2022	\$74.23
<u>Direct Pay Payment</u>	American Traffic Solutions	8/9/2022	\$33,250.00
<u>Direct Pay Payment</u>	Transpo Group	8/9/2022	\$2,788.75
<u>Direct Pay Payment</u>	Utilities Underground Location Center	8/9/2022	\$89.01
<u>Direct Pay Payment</u>	Bluebeam, Inc.	8/9/2022	\$5,022.60
<u>Direct Pay Payment</u>	CDW Government	8/9/2022	\$1,611.84
<u>Direct Pay Payment</u>	Jennings Equipment, Inc.	8/9/2022	\$1,555.65
<u>Direct Pay Payment</u>	KnowBe4, Inc.	8/9/2022	\$1,497.38
<u>Direct Pay Payment</u>	Kyocera Document Solutions NW	8/9/2022	\$572.12
<u>Direct Pay Payment</u>	McKinstry Co, LLC	8/9/2022	\$12,816.79
<u>Direct Pay Payment</u>	Pape Machinery Inc.	8/9/2022	\$2,611.69
<u>Direct Pay Payment</u>	SCJ Alliance	8/9/2022	\$7,161.25
<u>EFT Payment</u>	All Color	8/9/2022	\$473.28
<u>EFT Payment</u>	McLendon Hardware-Blue Tarp Credit Services	8/9/2022	\$1,014.54
<u>EFT Payment</u>	Murrey's Disposal Company	8/9/2022	\$156.75
<u>EFT Payment</u>	Office Depot	8/9/2022	\$291.84
<u>EFT Payment</u>	Verizon Wireless	8/9/2022	\$1,544.63
<u>EFT Payment</u>	American Shredding	8/9/2022	\$265.50
<u>EFT Payment</u>	Be Culture	8/9/2022	\$14,000.00
<u>EFT Payment</u>	Century Link	8/9/2022	\$163.34
<u>EFT Payment</u>	Comcast	8/9/2022	\$500.75
<u>EFT Payment</u>	Department of Ecology	8/9/2022	\$4,874.00
<u>EFT Payment</u>	ESI Security	8/9/2022	\$145.20
<u>EFT Payment</u>	Grainger	8/9/2022	\$2,771.54
<u>EFT Payment</u>	Lakehaven Water & Sewer District	8/9/2022	\$39.72

Total Claims Voucher Distribution	\$360,641.65
Total Distribution Submitted for Review & Authorization	\$554,618.83

Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$554,618.83
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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



Voucher Directory

Fiscal: : 2022 - August
Council Date: : 2022 - August - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo	25514			2022 - August - 1st Council Meeting	
		550-A&R			
			August Services		
			001-018-000-518-30-41-01	Professional Services	\$1,135.00
				Monthly Janitorial Svs. for August	
		Total 550-A&R			\$1,135.00
	Total 25514				\$1,135.00
Total A & R Services dba Angela Rojo					\$1,135.00
All Color					
	EFT Payment 8/4/2022 12:25:35 PM - 1			2022 - August - 1st Council Meeting	
	5062				
			July Purchases		
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$473.28
				COE Staff Shirts	
		Total 5062			\$473.28
	Total EFT Payment 8/4/2022 12:25:35 PM - 1				\$473.28
Total All Color					\$473.28
American Shredding					
	EFT Payment 8/4/2022 12:25:35 PM - 2			2022 - August - 1st Council Meeting	
	15596072022				
			July Service		
			001-018-000-518-30-41-01	Professional Services	\$265.50
				Records Shred	
		Total 15596072022			\$265.50
	Total EFT Payment 8/4/2022 12:25:35 PM - 2				\$265.50
Total American Shredding					\$265.50
American Traffic Solutions					
	Direct Pay Payment 8/4/2022 12:26:52 PM - 1			2022 - August - 1st Council Meeting	
	INV0038058				
			July Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$33,250.00

Vendor	Number	Reference	Account Number	Description	Amount
				7 school zone cameras	
		Total INV0038058			\$33,250.00
		Total Direct Pay Payment 8/4/2022 12:26:52 PM - 1			\$33,250.00
Total American Traffic Solutions					\$33,250.00
Be Culture					
	EFT Payment 8/4/2022 12:25:35 PM - 3		2022 - August - 1st Council Meeting		
	8456				
		June-Aug Services			
		001-019-000-518-90-41-01		Gen'l Gov't-Professional Services	\$14,000.00
				Design and Facilitation; Observation and Coaching	
	Total 8456				\$14,000.00
	Total EFT Payment 8/4/2022 12:25:35 PM - 3				\$14,000.00
Total Be Culture					\$14,000.00
Bluebeam, Inc.					
	Direct Pay Payment 8/4/2022 12:26:52 PM - 2		2022 - August - 1st Council Meeting		
	1466320				
		PO# 2022045 Annual Renewal			
		001-018-000-518-85-49-03		Computer Subscriptions	\$2,448.60
				Annual Maintenance / License Renewals- Bluebeam Revu (14)	
	Total 1466320				\$2,448.60
	1466700				
		Studio Prime Annual Subscription Renewal			
		001-018-000-518-85-49-03		Computer Subscriptions	\$2,574.00
				Studio Prime Annual Subscription Renewal	
	Total 1466700				\$2,574.00
	Total Direct Pay Payment 8/4/2022 12:26:52 PM - 2				\$5,022.60
Total Bluebeam, Inc.					\$5,022.60
CDW Government					
	Direct Pay Payment 8/4/2022 12:26:52 PM - 3		2022 - August - 1st Council Meeting		
	BL31536				
		PO 2022039			
		001-018-000-518-85-49-03		Computer Subscriptions	\$375.25
				PO# 2022039 FortiCare Comprehensive Support	
	Total BL31536				\$375.25
	BP70049				
		PO 2022041			
		001-018-000-518-85-48-02		Software Maintenance	\$1,236.59

Vendor	Number	Reference	Account Number	Description	Amount
				PO# 2022041 Dell Server Maintenance Renewal	
		Total BP70049			\$1,236.59
		Total Direct Pay Payment 8/4/2022 12:26:52 PM - 3			\$1,611.84
Total CDW Government					\$1,611.84
Century Link					
		EFT Payment 8/4/2022 12:25:35 PM - 4		2022 - August - 1st Council Meeting	
		253-927-2018 680B 7/25-8/25/22			
		7/25-8/25/22 Services			
		001-018-000-518-30-42-01		Telecommunications Charges	\$163.34
				Elevator and Fire Alarm Line	
		Total 253-927-2018 680B 7/25-8/25/22			\$163.34
		Total EFT Payment 8/4/2022 12:25:35 PM - 4			\$163.34
Total Century Link					\$163.34
Comcast					
		EFT Payment 8/4/2022 12:25:35 PM - 5		2022 - August - 1st Council Meeting	
		8498 35 021 0458551 7/25-8/24/22			
		7/25-8/24/22 Services			
		001-018-000-518-30-42-01		Telecommunications Charges	\$406.85
				City Hall Internet	
		Total 8498 35 021 0458551 7/25-8/24/22			\$406.85
		8498 35 021 0602869 7/29-8/28/22			
		7/29-8/28/22 Services			
		001-018-000-518-30-42-01		Telecommunications Charges	\$93.90
				City Hall Public Internet	
		Total 8498 35 021 0602869 7/29-8/28/22			\$93.90
		Total EFT Payment 8/4/2022 12:25:35 PM - 5			\$500.75
Total Comcast					\$500.75
Daryl Eiding					
	25515			2022 - August - 1st Council Meeting	
		072822-DE			
		July Reimbursement			
		001-018-000-518-30-48-07		Maintenance & Repairs-Vehicles	\$137.38
				Reimbursement for Upholstry Repair- Vehicle #6	
		Total 072822-DE			\$137.38
	Total 25515				\$137.38
Total Daryl Eiding					\$137.38

Vendor	Number	Reference	Account Number	Description	Amount
Department of Ecology					
		EFT Payment 8/4/2022 12:25:35 PM - 6		2022 - August - 1st Council Meeting	
		RS-000000236			
			2022 Stormwater Action Monitoring Permit		
			410-000-000-531-38-49-02	Non NPDES Permit Fees	\$4,874.00
				2022 Stormwater Action Monitoring Permit	
		Total RS-000000236			\$4,874.00
		Total EFT Payment 8/4/2022 12:25:35 PM - 6			\$4,874.00
Total Department of Ecology					\$4,874.00
Drain-Pro					
	25516			2022 - August - 1st Council Meeting	
		102502			
			Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$186.50
				Additional Rental- Edgewood Community Picnic	
		Total 102502			\$186.50
	Total 25516				\$186.50
Total Drain-Pro					\$186.50
ESI Security					
		EFT Payment 8/4/2022 12:25:35 PM - 7		2022 - August - 1st Council Meeting	
		001820			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$145.20
				Locks & Keys- Edgemont Park	
		Total 001820			\$145.20
		Total EFT Payment 8/4/2022 12:25:35 PM - 7			\$145.20
Total ESI Security					\$145.20
Form Source, Inc.					
	25517			2022 - August - 1st Council Meeting	
		859128			
			July Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$107.58
				Business Cards- J.Tumelson, J.Blaine	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$118.58
				Business Cards- C.Seevers, J.Mitchell	
		Total 859128			\$226.16
	Total 25517				\$226.16
Total Form Source, Inc.					\$226.16

Vendor	Number	Reference	Account Number	Description	Amount
Grainger	EFT Payment 8/4/2022 12:25:35 PM - 8		2022 - August - 1st Council Meeting		
	9382453877				
			August Purchases		
			410-000-000-531-38-31-01	Operational Supplies	\$256.06
			Maintenance Absorbent		
	Total 9382453877				
	9382453885				\$256.06
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$2,069.11
			Trash Cans/Lids for Parks		
			410-000-000-531-38-31-01	Operational Supplies	\$446.37
			Spill Kits for Vehicles		
	Total 9382453885				\$2,515.48
	Total EFT Payment 8/4/2022 12:25:35 PM - 8				\$2,771.54
	Total Grainger				\$2,771.54
	Jennings Equipment, Inc.				
	Direct Pay Payment 8/4/2022 12:26:52 PM - 4		2022 - August - 1st Council Meeting		
	35204P				
			August Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$1,555.65
			Barrel of Oil for Brush Cutter		
	Total 35204P				\$1,555.65
	Total Direct Pay Payment 8/4/2022 12:26:52 PM - 4				\$1,555.65
	Total Jennings Equipment, Inc.				\$1,555.65
	KnowBe4, Inc.				
	Direct Pay Payment 8/4/2022 12:26:52 PM - 5		2022 - August - 1st Council Meeting		
	INV202769				
			PO 2022048		
			001-018-000-518-20-43-01	Travel/Training Costs	\$1,497.38
			PO# 2022048 Security Awareness Training Subscription (Annual)		
	Total INV202769				\$1,497.38
	Total Direct Pay Payment 8/4/2022 12:26:52 PM - 5				\$1,497.38
	Total KnowBe4, Inc.				\$1,497.38
	Kyocera Document Solutions NW				
	Direct Pay Payment 8/4/2022 12:26:52 PM - 6		2022 - August - 1st Council Meeting		
	55T1114713				
			4/30-7/30/22 Copy Charges		
			001-018-000-518-20-42-03	Copy Machine Charges	\$572.12

Vendor	Number	Reference	Account Number	Description	Amount
				Copy Overage Charges 4/30-7/30/22	
		Total 55T1114713			\$572.12
		Total Direct Pay Payment 8/4/2022 12:26:52 PM - 6			\$572.12
Total Kyocera Document Solutions NW					\$572.12
Lakehaven Water & Sewer District					
		EFT Payment 8/4/2022 12:25:35 PM - 9		2022 - August - 1st Council Meeting	
		3574701 4/11-6/9/22			
			4/11-6/9/22 Svcs 2224 104th Ave E		
			001-018-000-518-30-47-04	Sewer Charges	\$9.28
				City Hall	
		Total 3574701 4/11-6/9/22			\$9.28
		3575901 5/3-7/1/22			
			5/3-7/1/22 Svcs 22 114th Ave E		
			001-018-000-518-30-47-04	Sewer Charges	\$30.44
				22 114th Ave E	
		Total 3575901 5/3-7/1/22			\$30.44
		Total EFT Payment 8/4/2022 12:25:35 PM - 9			\$39.72
Total Lakehaven Water & Sewer District					\$39.72
McKinstry Co, LLC					
		Direct Pay Payment 8/4/2022 12:26:52 PM - 7		2022 - August - 1st Council Meeting	
		10182258			
			PO 2022012		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$11,281.56
				PO# 2022012 HVAC Repair	
		Total 10182258			\$11,281.56
		10183305			
			August Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,535.23
				August Maintenance	
		Total 10183305			\$1,535.23
		Total Direct Pay Payment 8/4/2022 12:26:52 PM - 7			\$12,816.79
Total McKinstry Co, LLC					\$12,816.79
McLendon Hardware-Blue Tarp Credit Services					
		EFT Payment 8/4/2022 12:25:35 PM - 10		2022 - August - 1st Council Meeting	
		D19501/3			
			June Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$185.93
				Sign Posts- Edgewood Community Park	
		Total D19501/3			\$185.93

Vendor	Number	Reference	Account Number	Description	Amount
		D92287/3			
			June Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$56.89
				Paint (to cover graffiti on road)	
		Total D92287/3			\$56.89
		D92843/3			
			June Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$49.45
				Hardware for Playground- Edgemont Park	
		Total D92843/3			\$49.45
		D97762/3			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$61.10
				Parts for Restrooms- Edgemont Park	
		Total D97762/3			\$61.10
		D98712/3			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$26.23
				Hardware for Changing Stations at Parks	
			001-076-000-576-80-31-01	Operational Supplies	\$7.87
				Brush Blade for Stihl Trimmers	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$15.75
				Brush Blade for Stihl Trimmers	
			410-000-000-531-38-31-01	Operational Supplies	\$15.75
				Brush Blade for Stihl Trimmers	
		Total D98712/3			\$65.60
		E00028/3			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$78.70
				Broom, Zipties, Sealant	
		Total E00028/3			\$78.70
		E04158/3			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$138.69
				Plumbing Parts- Edgemont Park	
		Total E04158/3			\$138.69
		E04840/3			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$307.07
				Parts for Restrooms- Edgemont Park	
		Total E04840/3			\$307.07
		E05621/3			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$82.05
				Bark- Edgemont Park	
		Total E05621/3			\$82.05

Vendor	Number	Reference	Account Number	Description	Amount
		E05626/3			
			July Returns		
			410-000-000-531-38-31-01	Operational Supplies	(\$10.94)
				Bark Return- Edgemont Park	
		Total E05626/3			(\$10.94)
		Total EFT Payment 8/4/2022 12:25:35 PM - 10			\$1,014.54
Total McLendon Hardware-Blue Tarp Credit Services					\$1,014.54
Murrey's Disposal Company					
		EFT Payment 8/4/2022 12:25:35 PM - 11	2022 - August - 1st Council Meeting		
		10694903S111			
			July Svcs Maint Shop		
			001-018-000-518-20-47-03	Waste Disposal	\$156.75
				Maintenance Shop	
		Total 10694903S111			\$156.75
		Total EFT Payment 8/4/2022 12:25:35 PM - 11			\$156.75
Total Murrey's Disposal Company					\$156.75
National Barricade Co., LLC					
		25518	2022 - August - 1st Council Meeting		
		658944			
			July Barricade Rental		
			101-000-000-542-70-45-03	Roadside-Operating Rentals	\$1,893.72
				Baricade Rental for Jovita Blvd Closure	
		Total 658944			\$1,893.72
		Total 25518			\$1,893.72
Total National Barricade Co., LLC					\$1,893.72
Office Depot					
		EFT Payment 8/4/2022 12:25:35 PM - 12	2022 - August - 1st Council Meeting		
		252485702001			
			July Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$146.90
				Toilet Paper, Paper Towels, Pens	
		Total 252485702001			\$146.90
		254183757001			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$144.94
				Toilet Paper- Edgewood Community Park Restrooms	
		Total 254183757001			\$144.94
		Total EFT Payment 8/4/2022 12:25:35 PM - 12			\$291.84
Total Office Depot					\$291.84

Vendor	Number	Reference	Account Number	Description	Amount
Pape Machinery Inc.					
		Direct Pay Payment 8/4/2022 12:26:52 PM - 8		2022 - August - 1st Council Meeting	
		13766487			
			July Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$522.33
				Blades & Bolts for Brush Cutter	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$1,044.68
				Blades & Bolts for Brush Cutter	
			410-000-000-531-38-31-01	Operational Supplies	\$1,044.68
				Blades & Bolts for Brush Cutter	
		Total 13766487			\$2,611.69
		Total Direct Pay Payment 8/4/2022 12:26:52 PM - 8			\$2,611.69
Total Pape Machinery Inc.					\$2,611.69
Pierce County Budget & Finance 2% Dist					
		25519		2022 - August - 1st Council Meeting	
		CI-319629			
			Q2 2022 Liquor & Excise Taxes		
			001-021-000-521-10-42-01	Intergov Chemical Dependency	\$932.79
				Q2 2022 Liquor & Excise Taxes	
		Total CI-319629			\$932.79
		Total 25519			\$932.79
Total Pierce County Budget & Finance 2% Dist					\$932.79
Pierce County Budget & Finance Jail					
		25520		2022 - August - 1st Council Meeting	
		CI-319665			
			June Services		
			001-021-000-523-60-41-01	Jail Services	\$488.96
				June Services	
		Total CI-319665			\$488.96
		Total 25520			\$488.96
Total Pierce County Budget & Finance Jail					\$488.96
Pierce County Budget & Finance Sheriff					
		25521		2022 - August - 1st Council Meeting	
		CI-319274			
			July Services		
			001-021-000-521-20-41-01	Police Services	\$239,656.66
				July Services	
		Total CI-319274			\$239,656.66
		Total 25521			\$239,656.66
Total Pierce County Budget & Finance Sheriff					\$239,656.66

Vendor	Number	Reference	Account Number	Description	Amount
Safety Awareness & Field Education Resources LLC					
	25522			2022 - August - 1st Council Meeting	
		246			
				Verbal De-Escalation Training	
			001-018-000-518-20-43-01	Travel/Training Costs	\$750.00
				Mandatory All-Staff Training- Verbal De-Escalation	
		Total 246			\$750.00
	Total 25522				\$750.00
Total Safety Awareness & Field Education Resources LLC					\$750.00
SCJ Alliance					
	Direct Pay Payment 8/4/2022 12:26:52 PM - 9			2022 - August - 1st Council Meeting	
	68656				
				Prj. 20-000480 Edgewood PROS	
			001-076-000-576-80-41-01	Professional Services	\$7,161.25
				Edgewood PROS Plan Update	
		Total 68656			\$7,161.25
	Total Direct Pay Payment 8/4/2022 12:26:52 PM - 9				\$7,161.25
Total SCJ Alliance					\$7,161.25
Sound Law Center, LLC					
	25523			2022 - August - 1st Council Meeting	
		2770			
				June Services	
			001-019-000-515-41-41-01	Legal Services-External	\$2,947.50
				Hearing Examiner- View Pointe RV Storage CUP & SPR 21-1275	
		Total 2770			\$2,947.50
	Total 25523				\$2,947.50
Total Sound Law Center, LLC					\$2,947.50
Sound Native Plants					
	25524			2022 - August - 1st Council Meeting	
		Invoice - 8/3/2022 11:24:34 AM			
				Vegetation Management Services	
			410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	\$16,632.00
				Vegetation Mgmt Svs for Drainage Dist. #21 Service Area	
		Total Invoice - 8/3/2022 11:24:34 AM			\$16,632.00
	Total 25524				\$16,632.00
Total Sound Native Plants					\$16,632.00
Sydney Rose Studios					
	25525			2022 - August - 1st Council Meeting	
		072722-SRS			
				Edgewood Community Picnic Photos	
			001-076-000-576-80-41-01	Professional Services	\$330.00

Vendor	Number	Reference	Account Number	Description	Amount
				Edgewood Community Picnic Photos	
		Total 072722-SRS			\$330.00
	Total 25525				\$330.00
Total Sydney Rose Studios					\$330.00
The Police and Sheriffs Press					
	25526			2022 - August - 1st Council Meeting	
		165780			
			August Purchases		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$32.58
				PD ID Cards- Seevers, Mitchell	
		Total 165780			\$32.58
	Total 25526				\$32.58
Total The Police and Sheriffs Press					\$32.58
Transpo Group					
	Direct Pay Payment 8/4/2022 12:26:52 PM - 10			2022 - August - 1st Council Meeting	
	28474				
			Prj. 1.21147.00 Town Center Zoning District		
			001-058-000-558-60-41-22	Prof Svcs-Town Center Masterplan	\$2,788.75
				Town Center Zoning District	
		Total 28474			\$2,788.75
	Total Direct Pay Payment 8/4/2022 12:26:52 PM - 10				\$2,788.75
Total Transpo Group					\$2,788.75
Utilities Underground Location Center					
	Direct Pay Payment 8/4/2022 12:26:52 PM - 11			2022 - August - 1st Council Meeting	
	2070147				
			July Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$89.01
				Utility Locating Svcs. for July	
		Total 2070147			\$89.01
	Total Direct Pay Payment 8/4/2022 12:26:52 PM - 11				\$89.01
Total Utilities Underground Location Center					\$89.01

Vendor	Number	Reference	Account Number	Description	Amount
Verizon Wireless					
		EFT Payment 8/4/2022 12:25:35 PM - 13		2022 - August - 1st Council Meeting	
		9911908088			
			July Statement		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,544.63
			July Statement		
		Total 9911908088			\$1,544.63
		Total EFT Payment 8/4/2022 12:25:35 PM - 13			\$1,544.63
Total Verizon Wireless					\$1,544.63
Whistle Workwear					
	25527			2022 - August - 1st Council Meeting	
		INV2040001870			
			July Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$74.23
			Work Clothes- J.Privett		
		Total INV2040001870			\$74.23
	Total 25527				\$74.23
Total Whistle Workwear					\$74.23
Grand Total		Vendor Count	38		\$360,641.65



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-0633 – approving Resolution 22-0633 authorizing the Mayor to execute a contract with Core Distinctions Group for a comprehensive hotel market feasibility study	Agenda Item #: 6.A
	For Agenda of: 8/9/2022
	Prepared by: Dave Gray
Attachments (list): 1. Resolution 22-0633 Core Distinction Group Hotel - AMS edits_clean 2. Core Distinction Group Contract - Edgewood WA	
Approval of Materials: Dave Gray Rachel Pitzel 8/3/2022 Dave Gray 8/3/2022 Expenditure Required: Agreement is \$12,500, authorization ask is not to exceed 13,750.00 (sales tax potential)	Amount Budgeted: 001-058-000-558-70-41-02 Professional Services - Marketing Plan \$25,000
	Timeline: 07/05/2022 Study Session for presentation and discussion 08/01/2022 Economic Development Advisory Board for discussion and potential recommendation 08/09/2022 Regular Council Meeting for discussion and potential Council action

Summary Statement:

As part of the ongoing city strategy to attract targeted industry to achieve the vision of the community, which includes a diversified "roof-top mix" model, the Mayor and Development Staff attended RECon in May. RECon is the largest Real Estate Development Conference in the world and is attended by many municipalities looking to attract targeted development to their jurisdictions.

At RECon, the City made a connection with a hotel project developer currently building hotels in Lynden and Bellingham. The developer is interested in expanding discussions with the city.

To identify the style and type of hotel development that could succeed in Edgewood, the City, upon recommendation of both the City's Retail Strategy consultant and this Hotel Project Developer, wishes to retain a consultant that does feasibility studies for private and municipal clients.

Core Distinctions Group was recommended and has done both feasibility studies for the projects in Lynden and Bellingham. After first reviewing the potential for this expenditure with Council, Council requested the Mayor present the proposal to the EDAB for their consideration and recommendation. After a review by the EDAB board members at the August 1 meeting, EDAB moved unanimously to make the recommendation to the city Council to perform the feasibility study per the Core Distinctions Group scope of work.

Item History:**Recommended Action:**

Review the recommendation by EDAB, discuss and potentially take action on the proposed resolution.

Fiscal Note/Consideration:

The scope of work called out is associated with a not-to-exceed \$13,750 cost. The payment plan is 50% up-front to pay for the initial feasibility study and 50% upon completion of a jurisdictional specific analysis that the city can provide to potential developers and community investors.

RESOLUTION NO. 22-0633

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CORE DISTINCTION GROUP FOR A COMPREHENSIVE HOTEL MARKET FEASIBILITY STUDY

WHEREAS, the City wishes to attract specific industry with attributes that match the vision of the City Council representing the community as a whole; and

WHEREAS, in the interest of that effort, the City has contracted with consultants, attended development conferences, formed a marketing and branding strategy, and launched staff efforts for community engagement including connecting property owners with developers, financial backing and retail strategists representing various retail and commercial enterprises; and

WHEREAS, after direct talks with members of the hotel industry, the city has determined it is in the interest of the community to ascertain through a specialized cost benefit study, those hotels and hotel development groups that may best blend the vision of the City with the propensity for retail success of a hotel development in Edgewood; and

WHEREAS, Core Distinction Group, a company known by the City's retail strategy consultant to have successfully completed studies in Lynden and Bellingham, Washington resulting in the construction of mid-range hotel projects in both cities, has been recommended by the Economic Development Advisory Board and selected by the City Council to perform such a study for the City of Edgewood.

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

Section 1. Agreement Authorized. The City Council authorizes the Mayor to execute the Comprehensive Hotel Market Feasibility Study Service Agreement with Core Distinction Group incorporated herein and attached as Exhibit A.

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

ADOPTED THIS 9TH DAY OF AUGUST, 2022

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

COMPREHENSIVE HOTEL MARKET FEASIBILITY STUDY SERVICE AGREEMENT

THIS AGREEMENT (“this agreement”) made this 28th day in June, in 2022, by and between, the City of Edgewood, a Washington State Municipal Corporation (collectively, the “Client”), and Core Distinction Group, an S Corporation formed in the State of Wisconsin (the “Vendor”), (collectively, the “Parties”) to conduct a Comprehensive Hotel Market Feasibility Study in Edgewood, Washington (the “Market”).

WHEREAS, Client desires to employ Vendor to render certain services to prepare a demand and market feasibility study of the development of a hotel, as set forth in the Vendor’s Proposal; and

WHEREAS, Vendor represents that it has the expertise, knowledge, and ability, and is qualified to render the services described in this Agreement and that it is willing to provide such services under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree to the following:

VENDOR RESPONSIBILITIES

For the performance of services described in this Agreement, Vendor shall be responsible in accordance with the following:

- A. Vendor shall provide services as described throughout this Agreement. Vendor shall be required to complete the Services within 30 (thirty) days of receiving the Retainer payment, this executed Agreement and the completion of the Vendor’s Field Work or Site Visit to the Market.
- B. Vendor shall communicate and deal with Client’s authorized representative. Vendor shall not disclose any confidential information of the Client’s without Client’s consent.

CLIENT RESPONSIBILITIES

For the performance of services described in this Agreement, Client shall be responsible in accordance with the following:

- A. Client shall provide compensation as described throughout this Agreement.
- B. Client shall communicate and deal with Vendor’s authorized representative. Client shall not disclose any confidential information of the Vendor’s without Vendor’s consent.

COMPENSATION

For the performance of services described in this Agreement, Client shall compensate Vendor in accordance with the following:

- A. The all-inclusive fee to the Vendor, for services in rendering the Comprehensive Hotel Market Feasibility Study will be \$12,500 (twelve thousand, five hundred dollars). For the avoidance of doubt, this fee represents the only consideration payable by the Client hereunder and includes all costs and expenses incurred in the performance of services, including without limitation associated research, travel expenses, on site evaluations, and report completion.
- B. A 50% (fifty percent) Retainer (the “Retainer”) will be required prior to commencing work on this project, the Retainer is non-refundable.
- C. In the event the Client wishes to pay by credit or debit card, Vendor will charge an additional fee of 3% (three percent).
- D. The remaining 50% (fifty percent) of fee due (the “Final Payment”) to the Vendor will be required prior to the Client receiving the Final Draft of the Comprehensive Hotel Market Feasibility Study.
- E. If at any point during Vendor’s research, should the market lack initial support for hotel development, the Vendor would cease further research of this market. At this time Vendor would send a termination letter to the Client highlighting the reasons for the lack of support for a hotel development in this market with a potential date for follow up in the future. If this rare situation takes place, Client will not be responsible for the Final Payment.
- F. All invoices for project work are due upon receipt; any unpaid balance beyond 30 (thirty) days is subject to a 12% (twelve percent) finance charge.
- G. Client will receive the Final Comprehensive Hotel Market Feasibility Study within, equal to or less than the number of days taken by Client to pay the Final Payment Invoice.
- H. All payments made to the Vendor will be paid by Client to the following address:

Core Distinction Group LLC
2384 Burnwood Drive
Oshkosh, WI 54902

OWNERSHIP OF DOCUMENT/WORK

The Comprehensive Hotel Market Feasibility Study prepared by Vendor in the performance of its obligations under this Agreement shall be remitted to the Client by the Vendor upon Final Payment described in this Contract. Vendor shall not use, willingly allow or cause to have such materials prepared exclusively for the Client used for any purpose other than performance of Vendor's obligations under this contract without the prior written consent of the Client. Prior to the Final Payment of this Agreement, all work and documents remain the property of the Vendor.

GENERAL SCOPE OF WORK

The following are the general conditions that are incorporated into this Agreement for services associated with the Comprehensive Hotel Market Feasibility Study.

A. GENERAL APPROACH

Outlining the General Approach Vendor will take in researching the market Vendor will schedule the project and conclude field work to review the market to determine the need for further research to be performed. At this time, the market research will show the following:

1. Should the market appear strong and supportive of a hotel development, Vendor will proceed with the completion of the Feasibility Study outlined below.
2. Should the market lack initial support for hotel development, Vendor would cease further research of this market. At this time, Vendor will communicate with Client and send a termination letter to the payee highlighting the reasons for the lack of support for a hotel development in this market with a potential date for follow up in the future.

B. GENERAL PROJECT EXPECTATIONS

The scope is to conduct a specific Comprehensive Hotel Market Feasibility Study for the possible development of a hotel for the Client. Recommendations regarding the style and size of the hotel will be provided based upon demand and competitive supply factors. These factors can be weighted by certain project conditions. It is the understanding of the Client and the Vendor that the following to be true:

1. The general subject site for this hotel has been identified at this time; more specific details about the site will be discussed upon commencement of this research.
2. The hotel product category has not yet been identified at this time.
3. The price category for this hotel has not yet been determined.
4. The size of the proposed hotel has not been identified at this time. Specific size suggestions will be made in this feasibility study report as determined by the size of the site, the demand sources, and competitive supply in the market.

C. GENERAL PROJECT RECOMMENDATIONS

The scope is to conduct a specific Comprehensive Hotel Market Feasibility Study for the possible development of a hotel for the Client. Recommendations regarding the style and size of the hotel will be provided based upon demand and competitive supply factors. These factors can be weighted by certain project conditions. It is the understanding of the Client and the Vendor that the following to be included in the Comprehensive Hotel Market Feasibility Study:

1. Recommendations of the hotel product category or market segment based upon research, demand, and competitive supply factors will be provided by Vendor.
2. Recommendations of the hotel development's scale chain based upon research, demand, and competitive supply factors will be provided Vendor.
3. Recommendations of the hotel development's potential location or locations for the hotel project based upon research, demand, and competitive supply factors will be provided by Vendor.
4. Recommendations for the hotel development's amount of rooms or units based upon research, demand, and competitive supply factors will be provided by Vendor.
5. Recommendations for the amenities of the hotel development based upon research, demand, and competitive supply factors will be provided by Vendor.

D. TIMING

The Comprehensive Hotel Market Feasibility Study will be completed within 30 (thirty) days of the conclusion of Vendor's Field Work or Site Visit to the Market. Vendor will begin gathering preliminary research as soon as we receive your acceptance of this engagement letter and the retainer check; at which time, an exact start and completion date will be determined. Should there be any unforeseen delays which would change this completion date determined, Vendor will communicate with Client accordingly.

E. FINAL REPORT & CHANGES

Vendor warrants that the report completed in connection with the Comprehensive Hotel Market Feasibility Study project will be prepared with the best of their knowledge of industry standards and processes for such reports. It is the understanding of Client and the Vendor that at the time the report is complete, the following will commence:

1. Upon completion of the Comprehensive Hotel Market Feasibility Study project, a "draft" version of the report will be presented for Client review.
2. At this time, the remaining balance due of this Agreement will be required for Vendor to release a final version of the study report, which is suitable for sharing with lenders, investors, etc.
3. If the final payment is not paid in full, the Comprehensive Hotel Market Feasibility Study report remains the property of Vendor until the final payment is made. Any use or distribution of the report to third parties is prohibited until the payment is made in full.
4. Upon review of the "pending" version of the report, Vendor will provide one complimentary revision to the report.
5. This revision is for minor changes only (i.e., spelling errors, punctuation, minor additions, or deletions not affecting the report outcome).
6. Client will receive the Final Comprehensive Hotel Market Feasibility Study within, equal to or less than the number of days taken by Client to pay the Final Payment Invoice.
7. An electronic copy of the final report will be provided to you once final payment is received.
8. If Final Payment is not received by Vendor within 90 (ninety) days of Client's invoice, Vendor retains the right to use the Comprehensive Hotel Market Feasibility Study retained in this Agreement at its own discretion.
9. Additional copies may be obtained at a reproduction cost.

CONFIDENTIALITY

Vendor is an independent contractor and will maintain its own separate legal identity and entity. There is no indication in this Agreement that Vendor and the Client are business partners or have formed a joint venture to complete the project work defined. All information concerning Client's interests, as well as Vendors, including business data, policies, procedures, operations, and other information are confidential and are not to be disclosed by Client or Vendor.

INDEMNIFICATION

Vendor shall defend, indemnify and hold the Client, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Vendor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Client.

However, 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 Vendor and the Client, its officers, officials, employees, and volunteers, the Vendor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

INSURANCE

A. INSURANCE TERM

The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

B. NO LIMITATION

The Vendor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the Client's recourse to any remedy available at law or in equity.

C. MINIMUM SCOPE OF INSURANCE

The Vendor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Client shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the Client using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. MINIMUM AMOUNTS OF INSURANCE

The Vendor 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.

E. OTHER INSURANCE PROVISIONS

The Vendor'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 Client. Any insurance, self-insurance, or self-insured pool coverage maintained by the Client shall be excess of the Vendor'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 Vendor shall furnish the Client with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. NOTICE OF CANCELLATION

The Vendor shall provide the Client with written notice of any policy cancellation within two business days of their receipt of such notice.

I. FAILURE TO MAINTAIN INSURANCE

Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may, after giving five business days' notice to the

Vendor to correct the breach, immediately terminate the Agreement 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 Client on demand, or at the sole discretion of the Client, offset against funds due the Vendor from the Client.

J. FULL AVAILABILITY OF VENDOR LIMITS

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

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their fully authorized officials, this Agreement on the date first above written.

CLIENT

By: _____
Daryl Eidinger, Mayor

At the City of Edgewood, Pierce County, Washington

VENDOR

By: _____

Position: Managing Partner

At: Core Distinction Group, LLC