



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, February 28, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

- 1. CALL TO ORDER**
- 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 February 14, 2023
 - B.** Study Session Meeting Minutes of February 21, 2023
 - C. AB23-004** – a motion approving February 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$159,766.24 and Vendor Check Numbers 25702 through 25713 with EFT and Direct Pay Payments in the amount of \$135,108.41. Total distributions submitted for review and authorization in the amount of \$294,874.65.
 - D. AB23-0661** - a motion approving Resolution 23-0661 authorizing the Mayor to execute an agreement for on-call vegetation services with Bob's Property Solutions, Inc.
 - E. AB23-0662** - a motion approving Resolution 23-0662 authorizing the Mayor to execute an agreement for on-call vegetation services with Hanson Tree Service, LLC
 - F. AB23-0663** - a motion approving Resolution 23-0663 authorizing the Mayor to execute a Purchased Services Agreement with McKinstry Company LLC for HVAC services
- 5. COUNCIL BUSINESS**
 - A. AB23-0644** - a motion adopting Ordinance 23-0644 amending title 18 of the Edgewood Municipal Code, Development Standards, regarding public facilities and uses within the public zoning district
- 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

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, February 14, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:01pm and led the attendees in the Pledge of Allegiance.

Present: Councilmember Creley, Councilmember Keith, Councilmember Buckley, Councilmember Lowry

Excused: Councilmember Day, Councilmember West, Deputy Mayor Tomin **Staff Present:** City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Lauren Balisky, IT Director Matthew Ray, Public Works Director Jeremy Metzler, Chief Mark Berry, City Attorney Ann Marie Soto

Mayor Eidinger pulled item AB23-0659 - a motion approving Resolution 23-0659 renewal of the CDWG Contract with Microsoft for Software Licensing under council business, as the contract had not been received.

2 AUDIENCE COMMENT

John Powers spoke.

3 MAYOR'S REPORT - STATE OF THE CITY ADDRESS

Mayor Eidinger read his State of the City Address into the record.

4 CONSENT AGENDA:

- A. Regular City Council Meeting Minutes of January 24, 2023
- B. Study Session/EDI Training Meeting Minutes of January 31, 2023
- C. Study Session Meeting Minutes of February 7, 2023
- D. Review of Board/Commission Minutes
- E. **AB23-003** – a motion approving February 2023 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 \$210,225.70 and Vendor Check Numbers 25679 through 25701 with EFT and Direct Pay Payments in the amount of \$510,480.35. Total distributions submitted for review and authorization in the amount of \$720,706.05.
- F. **AB23-0658** - a motion approving Resolution 23-0658 declaring miscellaneous obsolete automobiles and equipment as surplus
Motion: As read **Action:** Approved **Moved by:** Councilmember Creley **Seconded by:** Councilmember Lowry **Motion Passed 4-0**

5 COUNCIL BUSINESS

- A. **AB23-0659** - a motion approving Resolution 23-0659 renewal of the CDWG Contract with Microsoft for Software Licensing
This item was pulled off the agenda.
- B. **AB23-0660** - a motion approving Resolution 23-0660 authorizing the mayor to sign a contract with CDWG for a scope of work to implement intune

Motion: As read **Action:** Approved **Moved by:** Councilmember Keith **Seconded by:** Councilmember Creley **Motion Passed 4-0**

- C. **AB23-0643** - a motion authorizing Ordinance 23-0643 relating to parking of vehicles in the right-of-way

Motion: As read **Action:** Approved **Moved by:** Councilmember Creley **Seconded by:** Councilmember Lowry **Motion Passed 4-0**

6 COUNCIL COMMENTS

There were no council comments.

7 ADJOURN

Mayor Eidinger adjourned the meeting at 7:16pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinger
Mayor



CITY OF EDGEWOOD STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, February 21, 2023 – 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: Councilmember Day, Councilmember Creley, Deputy Mayor Tomin, Councilmember West, Councilmember Keith, Councilmember Lowry **Excused:** Councilmember Buckley **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Chief Mark Berry

2 COUNCIL BUSINESS

A. Annual Joint Commission & Board Work Plans

- a. Parks & Recreation Advisory Board - 2023 Work Plan
- b. Economic Development Advisory Board - 2023 Work Plan
- c. Planning Commission - 2023 Work Plan

Parks and Recreation Advisory Board Vice Chair Jeff Southard spoke briefly and then Public Works Director Jeremy Metzler presented the 2023 Work Plan, and answered the Council's questions. Senior Planner Evan Hietpas introduced himself as the staff liaison to the Planning Commission, briefly reviewing some of their accomplishments and then introduced Chair JoAnn Overfield, who spoke about the accomplishments and challenges the commission has had over the years. Senior Planner Morgan Dorner, staff liaison to the Economic Development Advisory Board, and Vice Chair Michael Pearce presented the 2023 Work Plan for review and discussion with the Council.

B. Equity, Diversity and Inclusion (Trainings, Planning, etc.)

Deputy Mayor Tomin briefed on this reoccurring agenda item.

C. Development Review

Associate Planner Silas Read joined the Council to present this month's development numbers, and answer the Council's various questions.

D. Ordinance - Public Zoning District Land Uses and Public Facility Regulations Code Amendments

Community & Economic Development Director Lauren Balisky and Senior Planner Evan Hietpas discussed this agenda item in detail with the Council.

E. Resolution - McKinstry Contract

Assistant City Administrator Dave Gray brought this item forward for discussion, with the hope of moving it forward to an upcoming consent agenda.

F. Resolution – Tree Maintenance PSA – Bob's Property Maintenance, Inc.

Public Works Director Jeremy Metzler reviewed this agenda item with the Council requesting it be placed on an upcoming consent agenda.

G. Resolution – Tree Maintenance PSA – Hanson Tree Service, LLC

Public Works Director Jeremy Metzler discussed this agenda topic with the Council asking it be placed on an upcoming consent agenda as well.

3 OTHER COUNCIL ITEMS

Mayor Eidinger spoke.

Councilmember West spoke.

Councilmember Lowry spoke.
Deputy Mayor Tomyon spoke.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 8:00pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinger
Mayor



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-004 – a motion approving February 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$159,766.24 and Vendor Check Numbers 25702 through 25713 with EFT and Direct Pay Payments in the amount of \$135,108.41. Total distributions submitted for review and authorization in the amount of \$294,874.65.	Agenda Item #: 4.C
	For Agenda of: 2/28/2023
	Prepared by: Brittany Murray, Stephanie Goff
Attachments (list): 1. 022823 Voucher Directory 2. 022823 Claims Register	
Approval of Materials: Brittany Murray, Stephanie Goff Dave Gray 2/23/2023 Daryl Eidinger 2/23/2023	Expenditure Required: \$294,874.65
	Amount Budgeted: \$294,874.65
	Timeline: N/A

Summary Statement:

Approving February 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$159,766.24 and Vendor Check Numbers 25702 through 25713 with EFT and Direct Pay Payments in the amount of \$135,108.41. Total distributions submitted for review and authorization in the amount of \$294,874.65.

Item History:

N/A

Recommended Action:

MOTION to adopt AB23-004 – a motion approving February 2023 Budget as presented under the Consent Agenda.

Fiscal Note/Consideration:



Voucher Directory

Fiscal: : 2023 - February
Council Date: : 2023 - February - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
AHBL		Direct Pay Payment 2/23/2023 8:59:45 AM - 1	2023 - February - 2nd Council Meeting		
		137180			
			January On-Call Svcs		
			004-058-000-558-60-41-03	Professional Services - Non reimbursable	\$2,500.00
				On-Call Consultant Services	
		Total 137180			\$2,500.00
		137181			
			January Svcs-Prologis Review		
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$3,275.00
				Prologis Review	
		Total 137181			\$3,275.00
		137183			
			January Svcs-Edgewood Town Center Plan		
			004-058-000-558-60-41-03	Professional Services - Non reimbursable	\$14,300.00
				Edgewood Town Center Plan	
		Total 137183			\$14,300.00
		Total Direct Pay Payment 2/23/2023 8:59:45 AM - 1			\$20,075.00
Total AHBL					\$20,075.00
Amazon Capital Services		Direct Pay Payment 2/23/2023 8:59:45 AM - 2	2023 - February - 2nd Council Meeting		
		1C9C-YHVK-4PLL			
			January Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$1,083.08
				Misc. Office & Kitchen Supplies	
			001-018-000-518-20-35-02	Office Furniture	\$197.99
				Sit/Stand Desk (Maple Room)	
			001-018-000-518-85-31-03	Computer Hardware	\$1,099.99
				Curved Monitor- L.Balisky (CED)	
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$236.92
				Dewalt Router & Bit Set	
		Total 1C9C-YHVK-4PLL			\$2,617.98
		Total Direct Pay Payment 2/23/2023 8:59:45 AM - 2			\$2,617.98
Total Amazon Capital Services					\$2,617.98

Vendor	Number	Reference	Account Number	Description	Amount
Arborcare Tree Pros LLC					
	25702			2023 - February - 2nd Council Meeting	
		10785			
				February Services	
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$3,850.00
				PO 2022062- Tree Removal on Caldwell Rd.	
		Total 10785			\$3,850.00
	Total 25702				\$3,850.00
Total Arborcare Tree Pros LLC					\$3,850.00
Be Culture					
	25703			2023 - February - 2nd Council Meeting	
		9004			
				January Services	
			001-011-000-511-60-43-01	Travel/Training Costs	\$3,000.00
				Reimagine Equity Study Session with City Council	
		Total 9004			\$3,000.00
	Total 25703				\$3,000.00
Total Be Culture					\$3,000.00
City of Sumner					
	25704			2023 - February - 2nd Council Meeting	
		877			
				January Services (Metro Animal Services)	
			001-019-000-554-30-41-01	Animal Control Services	\$6,760.00
				Animal Control Svs. for January	
		Total 877			\$6,760.00
		888			
				2022 True-Up Fees (Metro Animal Services)	
			001-019-000-554-30-41-01	Animal Control Services	\$16,982.75
				2022 True-Up Fees (Metro Animal Services)	
		Total 888			\$16,982.75
	Total 25704				\$23,742.75
Total City of Sumner					\$23,742.75
Consolidated Press					
	Direct Pay Payment 2/23/2023 8:59:45 AM - 3			2023 - February - 2nd Council Meeting	
	30398				
				Spring 2023 Magazine Postage	
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$1,772.09
				Spring 2023 Magazine Postage	
		Total 30398			\$1,772.09
	Total Direct Pay Payment 2/23/2023 8:59:45 AM - 3				\$1,772.09
Total Consolidated Press					\$1,772.09

Vendor	Number	Reference	Account Number	Description	Amount
Daily Journal of Commerce					
	25705		2023 - February - 2nd Council Meeting		
		3385998			
			February Svcs- Acct# 5787		
			001-019-000-511-30-41-02	Legal Publications	\$198.00
				Newspaper- Nelson Nature Park	
		Total 3385998			\$198.00
	Total 25705				\$198.00
Total Daily Journal of Commerce					\$198.00
Drain-Pro					
	25706		2023 - February - 2nd Council Meeting		
		110377			
			2/19-3/18 Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$484.00
				Edgemont Park	
		Total 110377			\$484.00
		110378*			
			2/19-3/18 Svcs Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$259.00
				Nelson Nature Park	
		Total 110378*			\$259.00
		110379			
			2/19-3/18 Svcs Nelson Farm		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Nelson Farm	
		Total 110379			\$144.50
		110380			
			2/19-3/18 Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$224.50
				Trailhead Park	
		Total 110380			\$224.50
		110381			
			2/19-3/18 Svcs PW Garage		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				PW Garage	
		Total 110381			\$144.50
	Total 25706				\$1,256.50
Total Drain-Pro					\$1,256.50
ESRI					
		Direct Pay Payment 2/23/2023 8:59:45 AM - 4	2023 - February - 2nd Council Meeting		
		94431855			
			PO 2023013		
			001-018-000-518-85-49-03	Computer Subscriptions	\$132.00

Vendor	Number	Reference	Account Number	Description	Amount
				PO 2023013- Additional ArcGIS Online Credits	
		Total 94431855			\$132.00
		Total Direct Pay Payment 2/23/2023 8:59:45 AM - 4			\$132.00
Total ESRI					\$132.00
Form Source, Inc.					
	25707			2023 - February - 2nd Council Meeting	
		859792			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$65.89
				Business Cards- J.Tumelson	
		Total 859792			\$65.89
	Total 25707				\$65.89
Total Form Source, Inc.					\$65.89
Grainger					
	EFT Payment 2/23/2023 8:59:10 AM - 1			2023 - February - 2nd Council Meeting	
		9598231604			
			February Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$43.11
				Ear Muffs-B.Whitman	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$160.97
				Rear View Camera System- Vehicle #8	
		Total 9598231604			\$204.08
	Total EFT Payment 2/23/2023 8:59:10 AM - 1				\$204.08
Total Grainger					\$204.08
Jennings Equipment, Inc.					
	Direct Pay Payment 2/23/2023 8:59:45 AM - 5			2023 - February - 2nd Council Meeting	
		40206P			
			February Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$160.57
				Mower Blades & Filters	
		Total 40206P			\$160.57
	Total Direct Pay Payment 2/23/2023 8:59:45 AM - 5				\$160.57
Total Jennings Equipment, Inc.					\$160.57

Vendor	Number	Reference	Account Number	Description	Amount
Legend Data Systems, Inc., dba Legend ID					
	25708		2023 - February - 2nd Council Meeting		
		136504			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$51.43
			Photo ID Cards- L.Balisky, J.Blaine, V.Lundgren		
		Total 136504			
	Total 25708				\$51.43
Total Legend Data Systems, Inc., dba Legend ID					\$51.43
Mt. View-Edgewood Water Co.					
	EFT Payment 2/23/2023 8:59:10 AM - 2		2023 - February - 2nd Council Meeting		
		15690-3401 12/10/22-2/10/23			
			12/10/22-2/10/23 Svcs Nelson Farm		
			001-018-000-518-30-47-02	Water	\$70.81
			Nelson Farm		
		Total 15690-3401 12/10/22-2/10/23			
		19143-340 12/10/22-2/10/23			
			12/10/22-2/10/23 Svcs 118th Ave E		
			001-018-000-518-30-47-02	Water	\$53.62
			118th Ave E		
		Total 19143-340 12/10/22-2/10/23			
		2-3401 12/10/22-2/10/23			
			12/10/22-2/10/23 Svcs Edgemont Park		
			001-018-000-518-30-47-02	Water	\$153.80
			Edgemont Park		
		Total 2-3401 12/10/22-2/10/23			
	Total EFT Payment 2/23/2023 8:59:10 AM - 2				\$278.23
Total Mt. View-Edgewood Water Co.					\$278.23
Office Depot					
	EFT Payment 2/23/2023 8:59:10 AM - 3		2023 - February - 2nd Council Meeting		
		293128055001			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$148.17
			Copy Paper		
		Total 293128055001			
	Total EFT Payment 2/23/2023 8:59:10 AM - 3				\$148.17
Total Office Depot					\$148.17
One.7, Inc.					
	25709		2023 - February - 2nd Council Meeting		
		2035			
			February Purchase		
			501-000-000-594-18-65-03	City Equipment	\$3,804.50

Vendor	Number	Reference	Account Number	Description	Amount
				PO 2023014- Tennant Sweeper 6400	
		Total 2035			\$3,804.50
	Total 25709				\$3,804.50
Total One.7, Inc.					\$3,804.50
O'Reilly Auto Parts					
	EFT Payment 2/23/2023 8:59:10 AM - 4			2023 - February - 2nd Council Meeting	
		3725-471630			
			January Purchase		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$57.10
				Supplies for Vehicle #7	
		Total 3725-471630			\$57.10
		3725-472952			
			January Purchase		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$18.32
				Part for Truck #7	
		Total 3725-472952			\$18.32
	Total EFT Payment 2/23/2023 8:59:10 AM - 4				\$75.42
Total O'Reilly Auto Parts					\$75.42
Overhead Door of Seattle					
	25710			2023 - February - 2nd Council Meeting	
		130853			
			January Services		
			001-021-000-521-50-48-03	Facilities-Maintenance/Repairs	\$3,613.50
				PO 2022076- Install Overhead RSX Trolley Operator (Sally Port-Edgewood PD)	
		Total 130853			\$3,613.50
	Total 25710				\$3,613.50
Total Overhead Door of Seattle					\$3,613.50
Pierce County Budget & Finance PW					
	25711			2023 - February - 2nd Council Meeting	
		CI-329092			
			January M&O Services		
			101-000-000-542-66-41-03	Snow & Ice Control-Prof Svcs	\$2,195.23
			410-000-000-531-38-41-07	Storm Drainage-Polution Control	\$2,637.38
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$27,236.25
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$2,460.02
		Total CI-329092			\$34,528.88
	Total 25711				\$34,528.88
Total Pierce County Budget & Finance PW					\$34,528.88

Vendor	Number	Reference	Account Number	Description	Amount
Puget Sound Energy					
		EFT Payment 2/23/2023 8:59:10 AM - 5	2023 - February - 2nd Council Meeting		
		300000011233 Jan 2023			
		January Statement			
		001-018-000-518-30-47-01	Electricity		\$9,652.76
		January Statement			
		Total 300000011233 Jan 2023			\$9,652.76
		Total EFT Payment 2/23/2023 8:59:10 AM - 5			\$9,652.76
		Total Puget Sound Energy			\$9,652.76
Raedeke Associates, Inc.					
		Direct Pay Payment 2/23/2023 8:59:45 AM - 6	2023 - February - 2nd Council Meeting		
		60469			
		Prj 2018-097 January Services			
		004-058-000-558-60-41-01	Professional Services - Reimbursable		\$57.25
		120a-1 Prologis Park - EIS Support			
		Total 60469			\$57.25
		Total Direct Pay Payment 2/23/2023 8:59:45 AM - 6			\$57.25
		Total Raedeke Associates, Inc.			\$57.25
Rhay Design LLC					
	25712		2023 - February - 2nd Council Meeting		
		022123-RD			
		Spring 2023 Magazine Services			
		001-018-000-518-20-49-05	Printing & Binding-Magazine		\$2,000.00
		Spring 2023 Magazine Services			
		Total 022123-RD			\$2,000.00
		Total 25712			\$2,000.00
		Total Rhay Design LLC			\$2,000.00
Smarsh, Inc.					
		EFT Payment 2/23/2023 8:59:10 AM - 6	2023 - February - 2nd Council Meeting		
		INV-75902			
		1/1-1/31/23 Web Archiving			
		001-018-000-518-85-49-03	Computer Subscriptions		\$15.33
		1/1-1/31/23 Web Archiving			
		Total INV-75902			\$15.33
		Total EFT Payment 2/23/2023 8:59:10 AM - 6			\$15.33
		Total Smarsh, Inc.			\$15.33
SS Landscaping Services					
		Direct Pay Payment 2/23/2023 8:59:45 AM - 7	2023 - February - 2nd Council Meeting		
		54820			
		February Services			
		101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor		\$2,590.85

Vendor	Number	Reference	Account Number	Description	Amount
				Landscape Maintenance Services for February	
		Total 54820			\$2,590.85
		Total Direct Pay Payment 2/23/2023 8:59:45 AM - 7			\$2,590.85
Total SS Landscaping Services					\$2,590.85
Transpo Group					
	Direct Pay Payment 2/23/2023 8:59:45 AM - 8		2023 - February - 2nd Council Meeting		
	28919				
		Prj. 1.18149.00 SR 161 & Emerald St Signal Design			
		340-000-000-595-69-63-01		Pedestrian & Traffic Safety Improvements	\$8,184.85
				SR 161 & Emerald St Signal Design	
	Total 28919				\$8,184.85
	29836				
		Prj. 1.21147.00 Prologis EIS			
		004-058-000-558-60-41-01		Professional Services - Reimbursable	\$5,770.00
				Prologis EIS	
	Total 29836				\$5,770.00
	Total Direct Pay Payment 2/23/2023 8:59:45 AM - 8				\$13,954.85
Total Transpo Group					\$13,954.85
US Bank ACH/EFT					
	EFT Payment 2/23/2023 8:59:36 AM - 1		2023 - February - 2nd Council Meeting		
	020723-USBank				
		January Safekeeping Fees			
		001-019-000-514-20-42-05		Bank & Bond Fees	\$30.00
				January Safekeeping Fees	
	Total 020723-USBank				\$30.00
	021423-USBank				
		January Customer Analysis Fees			
		001-019-000-514-20-42-05		Bank & Bond Fees	\$701.88
				January Customer Analysis Fees	
	Total 021423-USBank				\$701.88
	Total EFT Payment 2/23/2023 8:59:36 AM - 1				\$731.88
Total US Bank ACH/EFT					\$731.88
US Bank Corporate Payment System					
	EFT Payment 2/23/2023 8:59:10 AM - 7		2023 - February - 2nd Council Meeting		
	012523-USBank				
		January Statement			
		001-018-000-518-20-31-01		Office & Operational Supplies	\$15.62
				B.Murray-Office Depot-2023 Planner Inserts (L.Balisky-CED)	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$30.00
				J.Bartelson-Safeway-BE Team Supplies (Birthdays)	
			001-018-000-518-20-43-04	Employee Meals	\$440.79
				B.Murray-Panera-Lunch for All Staff Mandatory Training	
			001-018-000-518-20-43-04	Employee Meals	\$7.58
				B.Murray-Safeway-Lunch for All Staff Mandatory Training	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$153.89
				A.Thompson-Milo's Locksmith-Spare Key (Vehicle #)	
			001-018-000-518-30-41-01	Professional Services	\$200.00
				R.Pitzel-AWC JobNet-5 Packet Job Posting	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$5.00
				G.Mehr-Tahoma Market-Carwash (Vehicle #14)	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$168.26
				J.Bartelson-Jiffy Lube-Oil Change (Vehicle #9)	
			001-018-000-518-85-49-03	Computer Subscriptions	\$69.00
				M.Ray-Netflare-Email Security Service	
			001-019-000-514-20-43-01	Travel & Training Costs	\$60.00
				J.S-Herrera-IIMC-Public Relations Webinar	
			001-019-000-514-20-43-01	Travel & Training Costs	\$450.00
				R.Pitzel-WMCA-Annual Spring Conference	
			001-019-000-514-20-43-01	Travel & Training Costs	\$50.00
				J.S-Herrera-WAPRO-Recertification Fee	
			001-019-000-514-20-43-01	Travel & Training Costs	\$60.00
				J.S-Herrera-IIMC-HR Essentials Webinar	
			001-019-000-514-20-43-01	Travel & Training Costs	\$50.00
				J.S-Herrera-IIMC-MMC Certification Program	
			001-019-000-514-20-43-01	Travel & Training Costs	\$399.00
				J.S-Herrera-GSMA-Gov't Social Media Conference	
			001-019-000-514-20-43-01	Travel & Training Costs	\$145.90
				J.S-Herrera-Skamania Lodge-WMCA Annual Conference Deposit	
			001-019-000-514-20-43-01	Travel & Training Costs	\$145.90
				R.Pitzel-Skamania Lodge-WMCA Annual Conference Deposit	
			001-019-000-514-20-43-01	Travel & Training Costs	\$450.00
				J.S-Herrera-WMCA-Annual Spring Conference	
			001-019-000-514-20-43-01	Travel & Training Costs	\$40.00
				J.S-Herrera-MRSC-PRA Case Law Webinar	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$25.00
				R.Pitzel-WAPRO-Annual Dues	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$125.00
				J.S-Herrera-IIMC-Annual Dues	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$185.00
				R.Pitzel-IIMC-Annual Dues (Clerk Designation)	
			004-058-000-558-50-43-01	Travel/Training Costs	\$98.90
				J.Fairbanks-Delta Air-EduCode (Las Vegas)	
			004-058-000-558-50-43-01	Travel/Training Costs	\$33.73
				G.Mehr-WWCICC-Meeting & Education	

Vendor	Number	Reference	Account Number	Description	Amount
			004-058-000-558-50-43-01	Travel/Training Costs	\$241.00
				C.McVay-Int'l Code Council-Fire Plans Examiner Test	
			004-058-000-558-50-43-01	Travel/Training Costs	\$900.00
				J.Fairbanks-Int'l Code Council-EduCode Registration	
			004-058-000-558-50-43-01	Travel/Training Costs	\$33.73
				C.McVay-WWCICC-Meeting & Education	
			004-058-000-558-50-43-01	Travel/Training Costs	\$450.00
				J.Curbow-Int'l Code Council-EduCode (Virtual Training)	
			004-058-000-558-50-43-01	Travel/Training Costs	\$33.73
				D.Davis-WWCICC-Meeting & Education	
			004-058-000-558-50-49-01	Memberships	\$25.00
				J.Curbow-WABO-Accreditation Program Renewal	
		Total 012523-USBank			\$5,092.03
		Total EFT Payment 2/23/2023 8:59:10 AM - 7			\$5,092.03
		Total US Bank Corporate Payment System			\$5,092.03
Valley Sign					
		Direct Pay Payment 2/23/2023 8:59:45 AM - 9		2023 - February - 2nd Council Meeting	
		3742			
				Deputy Calata Memorial Plaque	
			001-076-000-576-80-31-11	Signs	\$407.09
				Deputy Calata Memorial Plaque- Edgewood Community Park	
		Total 3742			\$407.09
		Total Direct Pay Payment 2/23/2023 8:59:45 AM - 9			\$407.09
		Total Valley Sign			\$407.09
WA Assoc. of Building Officials					
		25713		2023 - February - 2nd Council Meeting	
		11886			
				2023 Annual Education Institute	
			004-058-000-558-50-43-01	Travel/Training Costs	\$125.00
				2023 Annual Education Institute Registration- 2021 IBC Update (J.Curbow)	
		Total 11886			\$125.00
		44283			
				2023 Spring Residential & Commercial Plans Examiner Course	
			004-058-000-558-50-43-01	Travel/Training Costs	\$360.00
				2023 Spring Residential & Commercial Plans Examiner Course (J.Curbow)	
		Total 44283			\$360.00
		Total 25713			\$485.00
		Total WA Assoc. of Building Officials			\$485.00

Vendor	Number	Reference	Account Number	Description	Amount
Whistle Workwear / Workworld					
	Direct Pay	Payment 2/23/2023 8:59:45 AM - 10	2023 - February - 2nd Council Meeting		
		INV2040002948			
			February Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$163.33
				Work Clothes/Work Boots- A.Thompson	
		Total INV2040002948			\$163.33
		INV2040002949			
			February Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$143.52
				Work Clothes- H.Auelua	
		Total INV2040002949			\$143.52
		INV2040002956			
			February Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$239.53
				Work Clothes/PPE- T.Roland, B.Whitman	
		Total INV2040002956			\$239.53
	Total Direct Pay	Payment 2/23/2023 8:59:45 AM - 10			\$546.38
Total Whistle Workwear / Workworld					\$546.38
Grand Total		Vendor Count	30		\$135,108.41

City of Edgewood 2023

February 28th 2023 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>DCP EFT 2/15/23</u>	Deferred Compensation Program	2/15/2023	\$18,521.45
<u>Direct Deposit Run -</u>	Payroll Vendor	2/15/2023	\$99,344.16
<u>DRS EFT 2/15/23</u>	Dept of Retirement Systems	2/15/2023	\$22,605.44
<u>DSHS-DCS EFT</u>	WA State Support Registry	2/15/2023	\$719.00
<u>IRS 941 EFT 2/15/23</u>	IRS 941	2/15/2023	\$18,576.19
Total			\$159,766.24

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25701 Last Number Issued Previous Authorization			
<u>25702</u>	Arborcare Tree Pros LLC	2/28/2023	\$3,850.00
<u>25703</u>	Be Culture	2/28/2023	\$3,000.00
<u>25704</u>	City of Sumner	2/28/2023	\$23,742.75
<u>25705</u>	Daily Journal of Commerce	2/28/2023	\$198.00
<u>25706</u>	Drain-Pro	2/28/2023	\$1,256.50
<u>25707</u>	Form Source, Inc.	2/28/2023	\$65.89
<u>25708</u>	Legend Data Systems, Inc., dba Legend ID	2/28/2023	\$51.43
<u>25709</u>	One.7, Inc.	2/28/2023	\$3,804.50
<u>25710</u>	Overhead Door of Seattle	2/28/2023	\$3,613.50
<u>25711</u>	Pierce County Budget & Finance PW	2/28/2023	\$34,528.88
<u>25712</u>	Rhay Design LLC	2/28/2023	\$2,000.00
<u>25713</u>	WA Assoc. of Building Officials	2/28/2023	\$485.00
<u>Direct Pay Payment</u>	AHBL	2/28/2023	\$20,075.00
<u>Direct Pay Payment</u>	Whistle Workwear / Workworld	2/28/2023	\$546.38
<u>Direct Pay Payment</u>	Amazon Capital Services	2/28/2023	\$2,617.98
<u>Direct Pay Payment</u>	Consolidated Press	2/28/2023	\$1,772.09
<u>Direct Pay Payment</u>	ESRI	2/28/2023	\$132.00
<u>Direct Pay Payment</u>	Jennings Equipment, Inc.	2/28/2023	\$160.57
<u>Direct Pay Payment</u>	Raedeke Associates, Inc.	2/28/2023	\$57.25
<u>Direct Pay Payment</u>	SS Landscaping Services	2/28/2023	\$2,590.85
<u>Direct Pay Payment</u>	Transpo Group	2/28/2023	\$13,954.85
<u>Direct Pay Payment</u>	Valley Sign	2/28/2023	\$407.09
<u>EFT Payment</u>	Grainger	2/28/2023	\$204.08
<u>EFT Payment</u>	Mt. View-Edgewood Water Co.	2/28/2023	\$278.23
<u>EFT Payment</u>	Office Depot	2/28/2023	\$148.17
<u>EFT Payment</u>	O'Reilly Auto Parts	2/28/2023	\$75.42
<u>EFT Payment</u>	Puget Sound Energy	2/28/2023	\$9,652.76
<u>EFT Payment</u>	Smarsh, Inc.	2/28/2023	\$15.33
<u>EFT Payment</u>	US Bank Corporate Payment System	2/28/2023	\$5,092.03
<u>EFT Payment</u>	US Bank ACH/EFT	2/28/2023	\$731.88

Total Claims Voucher Distribution	\$135,108.41
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Total Distribution Submitted for Review & Authorization	\$294,874.65
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$294,874.65
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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: AB23-0661 - a motion approving Resolution 23-0661 authorizing the Mayor to execute an agreement for on-call vegetation services with Bob's Property Solutions, Inc.	Agenda Item #: 4.D
	For Agenda of: 2/28/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution No. 23-0661 - Bobs Property Solutions on call contract 2. Purchased Services Contract - Tree Maintenance - Bob's	
Approval of Materials: Jeremy Metzler Dave Gray 2/23/2023 Daryl Eidinger 2/23/2023	Expenditure Required: up to \$200,000 over 3 years
	Amount Budgeted: \$175,000 (2023)
	Timeline: 02/21/2023 SS 02/28/2023 RCM

Summary Statement:

The City does not have the necessary staff to perform all of the vegetation maintenance services required throughout the City, particularly tree management and removal. In accordance with the October 2022 Tree Removal Agreements policy, the City sought bids to procure such on-call services through a purchased services contract. The Invitation to Bid (attached) was distributed by email solicitation on January 5, 2023, utilizing a list of available service providers maintained by the Municipal Research and Services Center of Washington (MRSC).

The City received responses from two bidders by the February 3, 2023 deadline. Upon review, staff recommends executing contracts with both responsive bidders for on-call vegetation maintenance services over the next three years. Attached for Council's consideration is the resolution and contract for Bob's Property Solutions, Inc.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding **AB23-0661** - a motion approving Resolution 23-0661 authorizing the Mayor to execute an agreement for on-call vegetation services with Bob's Property Solutions, Inc.

Fiscal Note/Consideration:

As proposed, the attached contract would allow for up to \$75,000 per year in tree maintenance expenditures, with a cap of \$200,000 over the three-year contract term. The 2023 budget appropriated \$175,000 for vegetation management using street and surface water utility funds. This budgeted amount also includes the

annual maintenance contract for the Meridian Corridor landscaping.

RESOLUTION NO. 23-0661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ON-CALL VEGETATION MAINTENANCE SERVICES WITH BOB'S PROPERTY SOLUTIONS INC. IN AN AMOUNT NOT TO EXCEED \$200,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform vegetation maintenance services required throughout the City; and

WHEREAS, in accordance with the City's adopted policy regarding Tree Removal Agreements dated October 21, 2022, the City sought bids to procure such on-call services through a purchased services contract; and

WHEREAS, Bob's Property Solutions, Inc. was selected as one of the contractors to provide vegetation maintenance services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for on-call vegetation maintenance services with Bob's Property Solutions, Inc., attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$200,000.00 over a three year period.

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

ADOPTED THIS 28TH DAY OF FEBRUARY, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Services Contract

CITY OF EDGEWOOD PURCHASED SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 202____, 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

and Bob’s Property Solutions, Inc., a corporation organized under the laws of the State of Washington, doing business at:

Bob’s Property Solutions, Inc. (hereinafter the “CONTRACTOR”)
11012 Canyon Road East
Puyallup, WA, 98373
Contact: Bob Smith Phone: 253-651-7494

for personal services in connection with the following Project:

2023 ON-CALL CITYWIDE VEGETATION MAINTENANCE SERVICES

TERMS AND CONDITIONS

1. Services by Contractor.

A. Contractor shall furnish all labor, materials, and equipment necessary to meet the business and operational needs of the City for the project referenced above, including but not limited to: General maintenance, trimming, and removal of trees and other vegetation throughout the City. All work must comply with standards approved by the American National Standards Institute, Washington Industrial Safety and Health Act (WISHA) State Laws, and Federal Occupational Safety and Health Act (OSHA) laws. The Scope of Work for each task shall be provided within individual task orders. The services performed by the Contractor shall not exceed the Scope of Work within the relevant task order(s) 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.

Contractor shall perform the services described in the Scope of Work in accordance with Work or Task Orders issued by the City, and shall complete said work within the time frame provided by each Work or Task Order. If delays beyond Contractor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. Terms. This Agreement shall commence on March 1, 2023, ("Commencement Date") and shall terminate on February 28, 2026 unless extended or terminated in writing as provided herein.

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$200,000, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ OTHER. _____

5. Payment.

A. Contractor shall 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 sixty (60) 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. Prevailing wages. Contractor shall pay the then current prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance. As this is a multi-year contract, prevailing wage rates must be updated annually. Intentions and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of this Contract.

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

E. 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 upon 10 days' written notice to the Contractor.

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.

D. 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.

E. 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. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its

request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Contractor in connection with the services performed by the Contractor under this Agreement will be safeguarded by the Contractor to at least the same extent as the Contractor safeguards like information relating to its own business. If such information is publicly available or is already in Contractor's possession or known to it, or is rightfully obtained by the Contractor from third parties, the Contractor shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. 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.

12. Indemnification / Hold Harmless. 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.

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 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. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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

- A. No limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- B. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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 endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

C. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

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 Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

E. Other Insurance Provisions

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

Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity 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

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 Agreement 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 Public Entity 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.

14. 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.

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

City of Edgewood
Jeremy Metzler, Public Works Director
2224 - 104th Avenue East
Edgewood, WA 98372

Bob's Property Solutions, Inc.
Attn: Bob Smith, Owner
11012 Canyon Road East
Puyallup, WA 98373

Phone: 253-952-3299
Email: jeremym@cityofedgewood.org

Phone: 253-651-7494
Email: emailbobs@gmail.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.

16. 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.

17. 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

By: _____
Daryl Eidinger
Mayor

Date: _____

CONTRACTOR

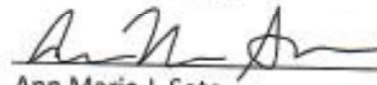
By:  _____
Bob Smith
Owner

Date: 2-23-2023

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By:  _____
Ann Marie J. Soto
City Attorney

INVITATION TO BID FORM

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME:

Bobs Property Solutions

ADDENDA ACKNOWLEDGED: _____

Pursuant to and in compliance with your Invitation to Bid Form, and all other documents relating thereto, the undersigned hereby certifies that Contractor has read and thoroughly understands the terms of the contract. Contractor proposes and agrees to perform the contract, including all of its component parts, and to provide and furnish any and all labor, prevailing wages, materials, equipment, superintendence, insurance, performance bond, payment bond, safety requirements, overhead, permits, fees, Intent and Affidavit filings, administration, management, profit, mobilization, utility and transportation and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the contract documents and the implied intent thereof.

- The Invitation to Bid Form must be signed.
- Use ink and print legibly.
- Unit prices are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.

Schedule of Unit Prices:**FULLY-BURDENED HOURLY RATES**

Worker Classification	Foreman	Tree Trimmer Journeyman	Groundman/ Apprentice
Regular Hours Rate (M-F 7:00am- 5:00pm)	\$ <u>400⁰⁰</u>	\$ <u>400⁰⁰</u>	\$ <u>100⁰⁰</u>
Emergency Call Out	\$ <u>500⁰⁰</u>	\$ <u>500⁰⁰</u>	\$ <u>100⁰⁰</u>

Time starts and stops at contractor's shop

Subcontractor Markup

25.00 %

Other equipment, if needed, shall be billed per the current rate sheet for that piece of equipment. Please submit your equipment rate sheet with this form.

NOTE: Foreman Hour Rate includes chipper-chip
Truck - Excavator.
Stump Grinders Additional \$200 Per Hour
Excludes: Traffic control and crane service
Sub Contractors



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-0662 - a motion approving Resolution 23-0662 authorizing the Mayor to execute an agreement for on-call vegetation services with Hanson Tree Service, LLC	Agenda Item #: 4.E
	For Agenda of: 2/28/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution No. 23-0662 - Hanson Tree Service on call contract 2. Purchased Services Contract - Tree Maintenance - Hanson	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger 2/22/2023 2/22/2023 2/22/2023	Expenditure Required: up to \$200,000 over 3 years
	Amount Budgeted: \$175,000 (2023)
	Timeline: 02/21/2023 SS 02/28/2023 RCM

Summary Statement:

The City does not have the necessary staff to perform all of the vegetation maintenance services required throughout the City, particularly tree management and removal. In accordance with the October 2022 Tree Removal Agreements policy, the City sought bids to procure such on-call services through a purchased services contract. The Invitation to Bid (attached) was distributed by email solicitation on January 5, 2023, utilizing a list of available service providers maintained by the Municipal Research and Services Center of Washington (MRSC).

The City received responses from two bidders by the February 3, 2023 deadline. Upon review, staff recommends executing contracts with both responsive bidders for on-call vegetation maintenance services over the next three years. Attached for Council's consideration is the resolution and contract for Hanson Tree Service, LLC.

Item History:

N/A

Recommended Action:

MOTION to adopt AB23-0662 - a motion approving Resolution 23-0662 authorizing the Mayor to execute an agreement for on-call vegetation services with Hanson Tree Service, LLC

Fiscal Note/Consideration:

As proposed, the attached contract would allow for up to \$75,000 per year in tree maintenance expenditures, with a cap of \$200,000 over the three-year contract term. The 2023 budget appropriated \$175,000 for vegetation management using street and surface water utility funds. This budgeted amount also includes the

annual maintenance contract for the Meridian Corridor landscaping.

RESOLUTION NO. 23-0662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ON-CALL VEGETATION MAINTENANCE SERVICES WITH HANSON TREE SERVICE, LLC, IN AN AMOUNT NOT TO EXCEED \$200,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform vegetation maintenance services required throughout the City; and

WHEREAS, in accordance with the City's adopted policy regarding Tree Removal Agreements dated October 21, 2022, the City sought bids to procure such on-call services through a purchased services contract; and

WHEREAS, Hanson Tree Service, LLC was selected as one of the contractors to provide vegetation maintenance services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for on-call vegetation maintenance services with Hanson Tree Service, LLC, attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$200,000.00 over a three year period.

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

ADOPTED THIS 28TH DAY OF FEBRUARY, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Services Contract

CITY OF EDGEWOOD PURCHASED SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 202____, 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

and Hanson Tree Service, LLC, a limited liability corporation organized under the laws of the State of Washington, doing business at:

Hanson Tree Service, LLC (hereinafter the “CONTRACTOR”)
18728 SE 373rd Street
Auburn, WA, 98092
Contact: Knut Hanson Phone: 425-922-8978

for personal services in connection with the following Project:

2023 ON-CALL CITYWIDE VEGETATION MAINTENANCE SERVICES

TERMS AND CONDITIONS

1. Services by Contractor.

A. Contractor shall furnish all labor, materials, and equipment necessary to meet the business and operational needs of the City for the project referenced above, including but not limited to: General maintenance, trimming, and removal of trees and other vegetation throughout the City. All work must comply with standards approved by the American National Standards Institute, Washington Industrial Safety and Health Act (WISHA) State Laws, and Federal Occupational Safety and Health Act (OSHA) laws. The Scope of Work for each task shall be provided within individual task orders. The services performed by the Contractor shall not exceed the Scope of Work within the relevant task order(s) 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.

Contractor shall perform the services described in the Scope of Work in accordance with Work or Task Orders issued by the City, and shall complete said work within the time frame provided by each Work or Task Order. If delays beyond Contractor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. **Terms.** This Agreement shall commence on March 1, 2023, ("Commencement Date") and shall terminate on February 28, 2026 unless extended or terminated in writing as provided herein.

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$200,000, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ OTHER. _____

5. Payment.

A. Contractor shall 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 sixty (60) 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. Prevailing wages. Contractor shall pay the then current prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance. As this is a multi-year contract, prevailing wage rates must be updated annually. Intentions and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of this Contract.

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

E. 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 upon 10 days' written notice to the Contractor.

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.

D. 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.

E. 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. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its

request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Contractor in connection with the services performed by the Contractor under this Agreement will be safeguarded by the Contractor to at least the same extent as the Contractor safeguards like information relating to its own business. If such information is publicly available or is already in Contractor's possession or known to it, or is rightfully obtained by the Contractor from third parties, the Contractor shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. 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.

12. Indemnification / Hold Harmless. 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.

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 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. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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

- A. No limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- B. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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 endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

C. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

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 Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

E. Other Insurance Provisions

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

Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity 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

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 Agreement 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 Public Entity 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.

14. 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.

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

City of Edgewood
Jeremy Metzler, Public Works Director
2224 - 104th Avenue East
Edgewood, WA 98372

Hanson Tree Service, LLC
Attn: Knut Hanson, Owner
18728 SE 373rd Street
Auburn, WA 98092

Phone: 253-952-3299
Email: jeremym@cityofedgewood.org

Phone: 425-922-8978
Email: HansonTreeServiceLLC@gmail.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.

16. 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.

17. 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

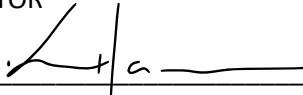
City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and 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:  _____
Knut Hanson
Owner

Date: _____

Date: **02/22/23**

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By:  _____
Ann Marie J. Soto
City Attorney

Exhibit A

INVITATION TO BID FORM

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME: **Hanson Tree Service LLC**

ADDENDA ACKNOWLEDGED: **Yes**

Pursuant to and in compliance with your Invitation to Bid Form, and all other documents relating thereto, the undersigned hereby certifies that Contractor has read and thoroughly understands the terms of the contract. Contractor proposes and agrees to perform the contract, including all of its component parts, and to provide and furnish any and all labor, prevailing wages, materials, equipment, superintendence, insurance, performance bond, payment bond, safety requirements, overhead, permits, fees, Intent and Affidavit filings, administration, management, profit, mobilization, utility and transportation and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the contract documents and the implied intent thereof.

- The Invitation to Bid Form must be signed.
- Use ink and print legibly.
- Unit prices are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.

Schedule of Unit Prices:

<u>FULLY-BURDENED HOURLY RATES</u>			
Worker Classification	Foreman	Tree Trimmer Journeyman	Groundman/ Apprentice
Regular Hours Rate (M-F 7:00am- 5:00pm)	\$ 100.00	\$ 75.00	\$ N/A
Emergency Call Out	\$ 125.00	\$ 93.75	\$ N/A

Subcontractor Markup **5** %

Other equipment, if needed, shall be billed per the current rate sheet for that piece of equipment. Please submit your equipment rate sheet with this form.

Equipment		Hourly	Daily
	Boom Truck	\$200.00	\$1,400.00
	Dump Truck	\$120.00	\$600.00
	Chip Truck	\$120.00	\$600.00
	15" Chipper	\$100.00	\$500.00
	12" Chipper	\$90.00	\$400.00
	Stump Grinder	\$100.00	\$500.00
	Avant Wheeled Loader	\$100.00	\$500.00
	Excavator	\$125.00	\$700.00



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-0663 - a motion approving Resolution 23-0663 authorizing the Mayor to execute a Purchased Services Agreement with McKinstry Company LLC for HVAC services	Agenda Item #: 4.F
	For Agenda of: 2/28/2023
	Prepared by: Matthew Ray, Dave Gray
Attachments (list): 1. RESOLUTION NO. 23-0663, AUTHORIZING THE EXECUTION OF A PURCHASE SERVICE AGREEMENT FOR HVAC AND PLUMBING MAINTENANCE SERVICES 2. City of Edgewood - 2023	
Approval of Materials: Matthew Ray, Dave Gray Rachel Pitzel, City Clerk/HR Director 2/22/2023 Dave Gray 2/22/2023 Daryl Eidinger 2/22/2023	Expenditure Required: \$21,000 Annually Amount Budgeted: \$25,000 Timeline: 02/21/2023 SS Discussion 02/28/23 for potential council action on the consent agenda

Summary Statement:

In March of 2020, the City switched HVAC maintenance companies to McKinstry. At the time of the switch, our system was only marginally operational and preventative maintenance like balancing water chemistry was not being done.

I am happy to report that our system is now completely operational and, with partnership with McKinstry, we have corrected many of the issues that have plagued the system since it was built and upgraded filtration to meet current (COVID) standards. Over the course of the last three years, we have included/amended the original contract to include our annual required Backflow testing. As McKinstry Company remains on the Washington State Department of Enterprise Master Contract, the city has the ability to "piggyback" on the State Contract without bidding. The new contract is for one year with the ability to roll over from year to year, but can be canceled at anytime with a thirty-day written notice.

Item History:

Recommended Action:

MOTION to adopt **AB23-0663** - a motion approving Resolution 23-0663 authorizing the Mayor to execute a Purchased Services Agreement with McKinstry Company LLC for HVAC services as presented under the Consent Agenda

Fiscal Note/Consideration:

RESOLUTION NO. 23-0663

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A
PURCHASED SERVICES AGREEMENT WITH
MCKINSTRY COMPANY, LLC FOR HVAC
MAINTENANCE SERVICES AT CITY HALL**

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, and 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 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. Agreement authorized. The Mayor is authorized to execute a contract for purchased services with McKinstry Company, LLC, attached hereto as Exhibit A and incorporated herein.

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

ADOPTED THIS 28TH DAY OF FEBRUARY, 2023

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



City Of Edgewood

EDGEWOOD, WA 98372
13 FEBRUARY 2023

FOR THE
LIFE OF
YOUR
BUILDING



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

Dear Matthew,

Thank you for the opportunity to present our maintenance plan for your facility. Our goal has been to listen carefully to your needs so we can understand the challenges and issues you face in managing your facility.

If our plan meets your expectations, please sign the executable agreement page located in the back of this proposal and return it to me via email darrinw@mckinstry.com. A copy of the agreement page is located in the financial section of this proposal and may be kept for your records.

Again, we thank you for this opportunity and we look forward to working with you.

Regards,

Darrin Wellentin
Account Manager

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) (Merv 13 Filters)
- 3 . HVAC Controls preventive maintenance (four times annually)
- 4 . Plumbing preventive maintenance (one time annually)
- 5 . 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 Celing	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 Celing	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 Celing	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 Celing	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 Celing	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 Celing	10 X 20 X 2 Disposable



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-06	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celings	20 X 20 X 2 Pleat-40
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 Celings	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 Celings	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 Celings	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 Celings	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 Celings	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 Celings	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 2-7	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	15 X 30 X 2 Pleat-40
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 Celimg	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 Celimg	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 Celimg	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 Celimg	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 Celimg	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 Celimg	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 2-14	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
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



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					
P-01	Pump Circulation (up to 30 HP)	Taco	1	Medium	Moderate	Pump	Field Verify	Field Verify	Boiler Room	
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	
BFD-01	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	950XLTU	2849771	By Meter	
BFD-02	Backflow Device Fire	Wilkins	1	Medium	Moderate	Backflow Device	975XLD	2971024	East of Bldg in Hot Box	
BFD-03	Backflow Device Fire	Wilkins	1	Medium	Moderate	Backflow Device	475ADA	R02421	East of Bldg in Hot Box	
BFD-04	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	975XL	3004767	East of Bldg in Hot Box	
BFD-05	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	950XLT	1817426	By Meter	
BFD-06	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	950XLT	4479832	By Meter	



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City Of Edgewood

Site: 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					
BFD-07	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	950XLTU	4138112	By Meter	
BFD-08	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	975XL	4046945X LTCU	By Meter	
BFD-09	Backflow Device Domestic	Febco	1	Medium	Moderate	Backflow Device	850	30682	By Meter - North of Access Road	
BFD-10	Backflow Device Domestic	Febco	1	Medium	Moderate	Backflow Device	850	29356	By Meter- North of Bus Shelter	
BFD-11	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	950XLTU	4867270	In meter Box along Meridian	



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			MJ/FC			MJ			MJ/FC	
WWHP-01	Heat Pump Water Source (up to 5 tons)	Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-01	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-02	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-03	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-04	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-05	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-06	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-1	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-2	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			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 2-3	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-4	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-5	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-6	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-7	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-8	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-9	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-10	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-11	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-12	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	



Schedule for
City Of Edgewood

Site: City Of Edgewood
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Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GSHP 2-13	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-14	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-15	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-16	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-17	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-18	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-19	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			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 2-20	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
P-01	Pump Circulation (up to 30 HP)	Pump		MJ			MJ			MJ			MJ	
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	
BFD-01	Backflow Device Domestic	Backflow Device						AN						
BFD-02	Backflow Device Fire	Backflow Device						AN						
BFD-03	Backflow Device Fire	Backflow Device						AN						
BFD-04	Backflow Device Domestic	Backflow Device						AN						
BFD-05	Backflow Device Domestic	Backflow Device						AN						
BFD-06	Backflow Device Domestic	Backflow Device						AN						
BFD-07	Backflow Device Domestic	Backflow Device						AN						
BFD-08	Backflow Device Domestic	Backflow Device						AN						
BFD-09	Backflow Device Domestic	Backflow Device						AN						
BFD-10	Backflow Device Domestic	Backflow Device						AN						
BFD-11	Backflow Device Domestic	Backflow Device						AN						

MAINTENANCE & SERVICE AGREEMENT

Contractor

McKinstry Co. LLC
5005 Third Avenue South
Seattle, WA 98134
Phone: 206.762.3311
Fax: 206.762.2624
Email: darrinw@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:	3/1/2023	
At an annual fee of:	\$ 18,381.00	Annually
Which is payable:	\$ 4,595.25	Quarterly
Sales Tax excluded if applicable		
PRE-AUTHORIZED REPAIR LIMIT	\$ 1500.00	

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	PLUMBING	CONTROLS
☒ Maintenance	☒ Backflow Devices	☐ Connection Agreement
☒ Service/Repair/Replace	☐ Jetting/Camera	☐ Controls Maintenance
☒ Water Treatment	☐ Drain Maintenance	☐ Remote Alarming/Monitoring
☐ Chillers/Centrifugal	☐ Boilers	☐ Other
FACILITY SERVICES	FIRE	OTHER SERVICES
☐ Service Desk	☐ Sprinkler Confidence Testing	☐ Compressed Air Systems
☐ Info Center	☐ Fire Alarm Testing	☐ Vacuum-Pumps
☐ Facility Mgr./Coordinator	☐ Fire Alarm Monitoring	☐ Hood-Cleaning
☐ Other	☐ Fire Extinguishers	☐ Other

This agreement is accepted by:
McKinstry Co. LLC:

City Of Edgewood

Signature (Authorized Representative)

Name (Authorized Representative)

Darrin Wellentin

Name

Account Manager

Title

02/13/23

Date

Signature (Authorized Representative)

Daryl Eidinger

Name

Mayor

Title

February 28, 2023

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 seasonal 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.

DISPOSAL

Customer agrees to allow disposal of all replaced filters on site. If filter disposal is not allowed on premises, customer agrees to reimburse McKinstry for labor to transport and dispose of filters off site.

WARRANTY

McKinstry warrants that the work will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Services. Repair work, excluding clearing stoppage, guaranteed for one (1) year. Any warranty of goods or materials shall only be that of the manufacturer. Charges for labor will be made for replacement of manufacturer's materials if deemed defective due to poor workmanship by manufacturer. McKinstry makes no other warranties expressed or implied and its technicians are NOT authorized to make such warranties.

Any warranties provided will not apply to (i) any deliverable that is modified by Customer or its employees or agents (other than a modification authorized or approved by McKinstry), (ii) any deliverable that is damaged after acceptance by Customer by any cause other than a failure that results from a breach of warranty by McKinstry, (iii) any Deliverable that is damaged after acceptance by Customer, (iv) any deliverable that is damaged after acceptance by Customer by abuse, misuse, operation other than in accordance with applicable documentation or through Customer's failure to perform routine or required maintenance, or (v) any failure of a Deliverable to be compatible with any other systems or operating environment unless such compatibility was set forth as an applicable requirement in the applicable SOW.

Customer's sole and exclusive remedy and McKinstry's entire liability for any cause of action will be 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.

Except as expressly set forth above, McKinstry is providing the Services and the 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.

PRICING

The pricing included is provided with the understanding that neither party shall be liable to the other party for any consequential, indirect, special, incidental, exemplary, or similar damages or losses, including loss of profits, arising out of or relating to this agreement, whether based in contract, tort, or any other theory, even if a party has been advised of the possibility of such damages and that the aggregate liability of either party shall not exceed the price of the work.

Terms & Conditions

PERFORMANCE OF WORK. McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

CHARGES AND TERMS. Maintenance contract charges will be invoiced in advance, except for any time and material accounts and any extra work which will be invoiced.

PAYMENTS. Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due. If payment is not made for invoiced work or for any other breach of this Agreement, McKinstry may pursue any legal remedies it may have and may suspend or terminate the service agreement.

TERM. Unless otherwise agreed to, after the initial term, this agreement shall remain in effect from year to year or until canceled by either party on 30 days written notice. Maintenance agreements will be renewed each year at an increase 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 the 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. McKinstry reserves the right to adjust the price on a yearly basis due to changes in the labor or material rates.

DISPUTES. In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE. Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY. Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S.

INDEMNIFICATION. Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

DAMAGES LIMITATION. Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the amount of fees paid or payable by the Customer to McKinstry for the Services giving rise to the cause of action within the calendar year.

SEVERABILITY, SURVIVAL. If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

RESTRICTIONS ON HIRING. If Customer hires or retains as an independent contractor any present or former employee of McKinstry. within 180 days subsequent to termination of this Agreement, Customer agrees to pay McKinstry the sum equal to 6 months service charge, as a reasonable reimbursement to McKinstry for its expenses in training and familiarizing the present or former employee with Customer's system.

AMENDMENT. This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT. This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between McKinstry

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 the use of McKinstry's Service, 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.

SEATTLE EMERGENCY RESPONSE

REGULAR SERVICE CALLS : 206.762.3311 or 206.762.5900 the switchboard will direct your call (Normal working hours are Monday - Friday, 7:00 AM - 4:30 PM).

EMERGENCY SERVICE AFTER-HOURS : 206.762.3311 or 206.762.5900 (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 206.762.3311 or 206.762.5900 and you will be transferred to our after-hours operator. Your call will be returned the next normal business morning.





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!



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: AB23-0644 - a motion adopting Ordinance 23-0644 amending title 18 of the Edgewood Municipal Code, Development Standards, regarding public facilities and uses within the public zoning district	Agenda Item #: 5.A
	For Agenda of: 2/28/2023
	Prepared by: Lauren Balisky, Evan Hietpas
Attachments (list): 1. ORD No. 23-0644 Public Zone Public Facilities amendments- final 2. Ord. Exhibit A - public facilities - final draft for CC RCM 2.23.23 3. Planning Commission recommendation	
Approval of Materials: Lauren Balisky, Evan Hietpas Dave Gray 2/23/2023 Daryl Eidinger 2/24/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 02/21/2023-SS 02/28/2023 RCM

Summary Statement: The Public (P) zoning district provides for moderate-scale and large-scale activities relating to the necessary public services provided by state and local governmental entities and semi-public institutions. The designation allows for the specialized needs of providing public services to all areas of Edgewood. City staff and the Planning Commission have reviewed applicable code sections to ensure that Title 18 of the Edgewood Municipal Code (EMC) clearly defines and permits land uses that typically apply to public agency operations.

On February 13, 2023, the Planning Commission held a public hearing to solicit public input on the proposed code amendments. One public comment was received during the public comment period from Brian Devereux, Director of Facilities Planning for the Puyallup School District (included as Attachment 3). The comment requested a modification to EMC 18.70.050 (Land Use Table) to allow "Elementary and Secondary Schools" as an outright permitted use, instead of requiring a Conditional Use Permit (CUP). Mr. Devereux also attended the public hearing and provided verbal testimony in support of the code modification.

Following the public hearing, the Planning Commission discussed the proposed code amendments prepared by City staff and considered the public comment received. The Planning Commission determined that schools are also compatible with the purpose of the Public zoning district and voted 6-0 to recommend approval of the proposed amendments along with additional amendments to allow 1) "elementary and secondary schools," 2) "junior colleges, colleges, universities, and professional schools," and 3) "technical and trade schools" in the Public zone through an Administrative Use Permit (AUP).

Additionally, at the February 21, 2023, City Council Study Session, City staff recommended additional review to determine whether other, non-public uses should be allowed within the Public zoning district, as had been initially recommended by the Planning Commission. City Council supported City staff's recommendation, and the attachments are updated to reflect the reduced scope of the proposal. This means that the following uses would not be changed in the land use table at this time: Caretaker Residence, Hospitals, Child Daycare Services, Gambling Industries, Special Food Services, Parking Lots, and Parking Structures.

Brief descriptions of the amendments are outlined below:

Chapter 18.20 EMC – Definitions

- 18.20.040: Define “Administrative public facility”, (replacing “Administrative Government facilities and services”)
- 18.20.170: Define “Non-administrative public facility”
- 18.20.190: Refine/revise “Public facilities” definition

EMC 18.50.060 – Public Facilities Permit

- Properly identify this section heading as the permitting process for essential public facilities (EPFs)
- Reference essential public facilities throughout the entire section

EMC 18.70.050 – Land Use Table

- Non-Administrative Public Facility (A / Administrative Use Permit)
- Elementary and Secondary Schools (A)
- Junior Colleges, Colleges, Universities, and Professional Schools (A)
- Technical and Trade Schools (A)
- Outside Storage (See Note / Incidental to Primary)

EMC 18.100.050 – Essential Public Facilities

This section is duplicative and proposed for removal, because “Essential public facility” is defined in EMC 18.20.080.

Item History:

City staff and the Planning Commission have reviewed the proposed code amendments over the past several months to ensure that public and semi-public agencies providing public services are permitted in the Public zoning district, and that public facilities and essential public facilities are sited in Edgewood appropriately.

Recommended Action:

MOTION to adopt **AB23-0644** - a motion adopting Ordinance 23-0644 amending title 18 of the Edgewood Municipal Code, Development Standards, regarding public facilities and uses within the public zoning district .

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 23-0644

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING TITLE 18 OF THE EDGEWOOD MUNICIPAL CODE (EMC), DEVELOPMENT STANDARDS, REGARDING PUBLIC FACILITIES AND USES WITHIN THE PUBLIC ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the 2015 Comprehensive Plan includes several goals and policies for capital facilities, including to: provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element (Goal I); provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service (Goal II); and maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable (Goal V); and

WHEREAS, as Edgewood grows, there are increasing expectations by its residents for various services to be provided locally, particularly by the Public Works Department; and

WHEREAS, improvements to the City's park system, including the opening of the new Edgewood Community Park and renovated Edgemont Park playground, further increase demand and expectations; and

WHEREAS, since 2016, the City has purchased several new vehicles, a portable radar speed limit sign, a variable message board, and other useful tools and equipment, as well as increasing the number of fulltime employees (FTEs) in the field from 1.5 to 5 in the last two and a half years, all which have created a need for additional operational space for the Public Works Department; and

WHEREAS, City staff recently reviewed the Land Use Table contained in EMC 18.70.050 and found that the Public zoning district does not allow uses that a municipal Public Works Department typically needs to operate efficiently; and

WHEREAS, the purpose of the Public zoning district is to provide for "moderate-scale and large-scale activities relating to the purpose of state and local governmental entities and semi-public institutions providing necessary public services" while also allowing "for the specialized needs of providing public services to all areas of Edgewood"; and

WHEREAS, after discussions with the City's Planning Commission, City staff determined that new and revised land use definitions should be added to Title 18 EMC for governmental functions that support public services, along with other amendments to clarify the regulations that apply to the various types of public facilities; and

WHEREAS, City Staff conducted an analysis and presented draft amendments to EMC Title 18 to the Planning Commission to add land use definitions that support public services, amend the Land Use Table to update the uses allowed in the Public zoning district for compatibility, and to clarify permitting requirements for various types of public facilities; and

WHEREAS, the Planning Commission considered the draft amendments at its regular meetings on December 12, 2022 and January 9, 2023; and

WHEREAS, the City submitted the proposed amendments to the Department of Commerce on January 30, 2023; and

WHEREAS, the City's SEPA responsible official issued a State Environmental Policy Act threshold Determination of Nonsignificance (DNS) for the proposed amendments on January 30, 2023; and

WHEREAS, the City received public comment from the Puyallup School District encouraging the City to allow certain educational services within the Public zoning district as an outright permitted use, rather than a conditional use permit as is currently required; and

WHEREAS, elementary and secondary schools, junior colleges, universities, technical and trade schools, and other educational services are permitted outright in the Town Center, Commercial, and Business Park zoning districts, yet all Puyallup School District property is located within the Public zoning district; and

WHEREAS, the Planning Commission held a public hearing on February 13, 2023, and, after determining that schools are also compatible with the purpose of the Public zoning district, voted 6-0 to recommend approval of the proposed amendments along with additional amendments to allow "elementary and secondary schools," "junior colleges, colleges, universities, and professional schools," and "technical and trade schools" in the Public zone through an administrative use permit; and

WHEREAS, the City Council discussed the proposed amendments, the Planning Commission recommendation and City staff's recommendation at their regular study session meeting on February 21, 2023, and at their regular council meeting on February 28, 2023; and

WHEREAS, after considering the Planning Commission and staff recommendations, the City Council determined that additional review was needed to determine whether other non-public uses should be allowed within the Public zoning district as had been recommended by the Planning Commission, and thus decided to limit the scope of the amendments at this time to allowing non-administrative public facilities and schools in the zone, subject to an administrative use permit; and

WHEREAS, the City Council desires to amend EMC Title 18 as follows and such is the interest of the public health and welfare;

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

Section 1. EMC Chapter 18.20, Definitions, amended. EMC Chapter 18.20, Definitions, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC section 18.50.060, Public facilities permit, amended. EMC section 18.50.060, Public facilities permit, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. EMC section 18.70.050, Land use table, amended. EMC section 18.70.050, Land use table, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. EMC section 18.100.050, Essential public facilities, amended. EMC section 18.100.050, Essential public facilities is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

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

Section 6. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 28TH DAY OF FEBRUARY, 2023

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



Ann Marie Soto, City Attorney

Date of Publication: March 1, 2023
Effective Date: March 6, 2023

EXHIBIT A

Chapter 18.20 DEFINITIONS

18.20.040 A definitions

~~“Administrative government facilities and services” means the executive, legislative, judicial, administrative and regulatory activities of local, state, federal, and international governments or special districts that may perform public services and work directly with citizens. Further described in NAICS 92 (except 922140).~~

“Administrative public facility” means a building or use of land owned or operated by a public agency or public utility wherein services are performed involving primarily administrative, professional, or clerical operations, and where the facility is typically open to the public. Further described in NAICS 92 (except 922140).

18.20.170 N definitions.

“Non-administrative public facility” means a building or use of land owned or operated by a public agency or public utility wherein primarily maintenance, operations, or emergency response services are performed, where the facility is not typically open to the public.

18.20.190 P definitions.

“Public facilities” include streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, storm waste facilities, parks and recreational facilities, governmental buildings, maintenance facilities, and schools, and buildings or uses of land owned and/or operated by a public agency or public utility for the purpose of operating services that benefit the public.

Chapter 18.50 DISCRETIONARY PERMITS AND ADMINISTRATIVE DECISIONS – REVIEW CRITERIA

18.50.060 Essential ~~P~~public facilities permit.

A. This process is intended to ensure that essential public facilities (EPF), as needed to support orderly growth and delivery of public services, are sited in a timely and efficient manner. It is also intended to provide the city with additional regulatory authority to require mitigation of impacts that may occur as a result of an essential EPF siting. Finally, it is intended to promote enhanced public participation that will produce siting decisions consistent with community goals. Essential public facilities are defined in EMC 18.20.080. Public facilities are public or privately owned or operated facilities serving a public purpose that are typically difficult to site. They include but are not limited to: airports, state educational facilities, state or regional transportation facilities; prisons, jails and other correctional facilities, and solid waste-handling facilities pursuant to WAC 365 195 340(1), Siting essential public facilities.

B. Any use existing at the time of adoption of this title, which is within the scope of uses requiring an essential public facilities permit (EPFP) in the zoning district in which the property is situated, shall be deemed a conforming use without the necessity of obtaining a EPFP.

1. Any expansion of an existing essential public facility use shall be required to apply for a new EPFP if the community development director or designee finds that there is a change in the nature of the use or a significant change in the intensity of the use created by such an expansion.
2. Any use operating under the provisions of an existing conditional use permit at the time of adoption of this title, which is within the scope of uses requiring an EPFP in the zoning district in which the property is situated, shall be deemed a conforming use without the necessity of a new EPFP, unless a proposed expansion would result in a change in the nature of the use or a significant change in the intensity of the use created by such an expansion.
3. Any use operating under the provisions of an existing EPFP at the time of adoption of this title, which is within the scope of primary permitted uses within the applicable zoning district, shall be deemed a conforming use.

C. An EPFP is a Process III application type and is subject to all the procedural requirements applicable to this application type.

1. EPFP applications shall be on the form prescribed by the community development department and shall include all of the information and materials required by the application form in order to be accepted as complete by the city. An applicant shall provide sufficient facts and evidence to enable the hearing examiner to make a decision. The established fee shall be submitted at time of application.
2. Applications for EPFPs shall be filed with the community development department. The EPFP application shall be reviewed and circulated for comment by city staff.
3. Notice of application shall be provided pursuant to EMC 18.40.180, Notice of application.

D. An EPFP shall be pursuant to EMC 18.40.190, Notice of public hearing.

E. An EPFP shall only be granted after the hearing examiner has reviewed the proposed use and has made written findings that all the standards and criteria set forth below have been met or can be met subject to conditions of approval:

1. The project applicant has demonstrated a need for the project, as supported by an analysis of the projected service population, an inventory of existing and planned comparable facilities, and the projected demand for the type of facility proposed.
2. If applicable, the project would serve a significant share of the city's population, and the proposed site will reasonably serve the project's overall service population.
3. The applicant has reasonably investigated alternative sites, as evidenced by a detailed explanation of site selection methodology.
4. The project is consistent with the applicant's own long-range plans for facilities and operations.
5. The applicant's public participation plan has provided an opportunity for public participation in the siting decision and mitigation measures that is appropriate in light of the project's scope.
6. The project will not result in a disproportionate burden on a particular geographic area.
7. The proposed project shall comply with all applicable provisions of the comprehensive plan, development standards, SEPA, and other federal, state and local statute, codes and ordinances.
8. The project site meets the facility's minimum physical site requirements, including projected expansion needs. Site requirements may be determined by the minimum size of the facility, access, support facilities, topography, geology, and on-site mitigation needs.
9. The project site, as developed with the proposed facility and under the proposed mitigation plan, is compatible with surrounding land uses.
10. The applicant has proposed mitigation measures that substantially reduce or compensate for adverse impacts on the environment.

F. Action of Hearing Examiner. In addition to demonstrating compliance with the criteria as determined by the hearing examiner, the applicant shall accept those conditions that the hearing examiner finds are appropriate to obtain compliance with the criteria.

The hearing examiner may impose any of the following conditions:

1. Limit the manner in which the use is conducted, including restricting the time an activity may take place and restraints to minimize such environmental effects as noise, vibration, air pollution, glare and odor.
2. Establish a special yard or other open space or lot area or dimension.
3. Limit the height, size or location of a building or other structure.
4. Designate the size, number, location or nature of vehicle access points.
5. Increase the amount of street dedication, roadway width or improvements within the street right-of-way.
6. Designate the size, location, screening, drainage, surfacing or other improvement of a parking or truck loading areas.
7. Limit or otherwise designate the number, size, location, and height of lighting of signs.
8. Limit the location and intensity of outdoor lighting or require its shielding.

9. Require screening, landscaping or another facility to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
10. Design the size, height, location or materials for a fence.
11. Protect existing trees, vegetation, water resources, wildlife habitat or other significant natural resources.
12. Require provisions for public access, physical and visual, natural, scenic and recreational resources.
13. Require provisions for stormwater management, including implementation of LID to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM) and designating the size, location, screening, or other improvements needed for stormwater management facilities, if applicable.
14. Impose special conditions on the proposed development to ensure that development is in conformance with the surrounding neighborhood and the intent and purpose of the zoning district classification.
15. Require such financial guarantees and evidence that any applied conditions will be adhered to.

G. Appeals shall be pursuant to EMC 18.40.090(L), Appeals.

H. Authorization of an essential public facility use shall be void after a period of one year unless the use began within that time or substantial construction or action pursuant thereto has taken place. However, the city may, at the discretion of the community development director or designee, extend authorization for one additional year upon request, provided such request is submitted in writing at least 30 days and not more than 60 days prior to expiration of the permit.

Chapter 18.70 PERMITTED LAND USES

Table 1: Land Use Table

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

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Multi-plex	Special	–	–	–	✓	✓	✓	–	–	–	–	–	
Townhouse	Special	–	–	–	✓	✓	✓	✓	✓	–	–	–	
Apartment	Special	–	–	–	–	–	✓	✓	✓	✓	–	–	
Other													
Adult Family Home	623990, part	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	In accordance with RCW 70.128.010(1), as amended
Nursing and Residential Care Facilities	6231; 6232	–	–	–	–	CUP	✓	✓	✓	✓	–	–	
Assisted Living Facilities	6233	–	–	–	CUP	CUP	✓	✓	✓	✓	–	–	
Live/Work Unit	Special	–	–	–	–	–	✓	✓	✓	✓	–	–	
Permanent Supportive Housing		✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	
Transitional Housing		✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	
Agriculture and Resource (Sector 11-21)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Family Farm	111; Special	✓	✓	A	–	–	–	–	–	–	✓	✓	Activities must be performed on parcels larger than two acres in size, unless in the SF2 or SF3 zone
Agricultural Sales	454390, part	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Activities permitted in all districts, but require TUP and must comply with EMC 18.50.070
Crop Production													
Marijuana Production	111; Special	–	–	–	–	–	–	–	–	–	–	–	See Condition 2
Crop Production, All Other	111	✓	✓	A	–	–	–	–	–	–	✓	✓	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Animal Production and Aquaculture													
Hog and Pig Farming	112210	–	–	–	–	–	–	–	–	–	–	–	
Cattle Feedlots	112112	CUP	–	–	–	–	–	–	–	–	–	–	
Animal Production and Aquaculture, All Other	112 except 112210; 112112; 112511, part	✓	CUP	–	–	–	–	–	–	–	✓	CUP	
Mining, Quarrying, and Oil and Gas Extraction	21	–	–	–	–	–	–	–	–	–	–	–	Unless otherwise authorized or permitted by the state where city of Edgewood is preempted from regulating
Utilities (Sector 22)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Electric Power Generation	22111	CUP	CUP	CUP	CUP	CUP	–	–	–	–	CUP	CUP	Not applicable to small-scale, independent residential units or single-building power supply units
Potable Water Treatment	221310, part	CUP	CUP	CUP	CUP	CUP	–	–	–	–	CUP	CUP	
Sewage Collection or Treatment Facility	221320, part	CUP	CUP	CUP	CUP	CUP	–	–	–	–	CUP	CUP	
Wireless Communication Facilities	517312; 517919, part	See Note											Activities subject to Edgewood Ord. No. 18-526 and any successors, as modified (EMC 18.100.110)
Manufacturing (Sector 31-33)													

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Animal Slaughtering and Processing	3116	–	–	–	–	–	–	–	–	–	–	–	
Marijuana Processing	Special	–	–	–	–	–	–	–	–	–	–	–	See Condition 2
Manufacturing, Craft	Special	–	–	–	–	–	CUP	CUP	CUP	CUP	✓	–	
Manufacturing, Light	23, part; 311 except 3116; 312; 313; 314; 315; 316; 337	–	–	–	–	–	–	–	CUP	CUP	✓	–	
Manufacturing, Heavy	23, part; 321; 322; 323; 324; 325; 326; 327; 331; 332; 333; 334; 335; 336; 339	–	–	–	–	–	–	–	–	–	CUP	–	
Wholesale and Retail Trade (Sector 42, 44-45)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Wholesale Trade	423; 424; 425	–	–	–	–	–	–	–	CUP	A	✓	–	
Retail Trade													
Automobile and Other Motor Vehicle Dealers	4411; 4412	–	–	–	–	–	–	–	CUP	A	A	–	
Gasoline Stations	447	–	–	–	–	–	CUP	CUP	A	✓	✓	–	
Pet and Pet Supplies Stores	453910	–	–	–	–	–	A	✓	✓	✓	✓	–	
Fuel Dealers	454310	–	–	–	–	–	–	–	CUP	CUP	✓	–	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Marijuana Retailers	453998, part	–	–	–	–	–	–	–	–	–	–	–	See Condition 2
Sexually Oriented Retail Businesses	Special	–	–	–	–	–	–	–	–	CUP	–	–	Per Ord. Nos. 11-356, 13-410, 14-425, 17-502, and regulations regarding cannabis in Chapter 69.51A RCW or I-502 Subject to standards provided in EMC 18.100.100
Retail Trade, All Other	All Other 44; 45	–	–	–	–	–	✓	✓	✓	✓	✓	CUP	
Transportation and Warehousing (Sector 48-49)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Transportation													
Pipeline Transportation	486	See Note											Activities must follow city of Edgewood permitting requirements and are subject to Condition 3
Transportation, All Other	48 except 486	See Note											See Condition 4
Warehousing and Storage													
Mini-Warehouses and Self-Storage Units	53113	–	–	–	–	–	–	–	CUP	✓	✓	–	
Warehousing and Storage, All Other		–	–	–	–	–	–	–	–	CUP	✓	–	
Business and Professional Services (Sector 51-56)													

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
General	All Office Use, plus: 51 except 517; 52; 531; 533; 54 except 541940; 55; 561; 813	–	–	–	–	–	✓	✓	✓	✓	A	–	
Rental and Leasing													
Passenger Car Rental and Leasing	53211	–	–	–	–	–	✓	✓	✓	✓	✓	–	
Truck, Utility Trailer, and RV Rental and Leasing	53212	–	–	–	–	–	CUP	CUP	A	✓	✓	–	
Consumer Goods Rental	5322; 5323, part	–	–	–	–	–	✓	✓	✓	✓	✓	–	
Commercial and Industrial Equipment Rentals	5323, part; 5324	–	–	–	–	–	–	–	A	✓	✓	–	
Waste Management and Remediation Services													
Waste Management and Remediation Services, All Other	5622, part; 5629	–	–	–	–	–	–	–	–	–	CUP	–	
Educational Services (Sector 61)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Elementary and Secondary Schools	6111	CUP	CUP	CUP	CUP	CUP	A	✓	✓	✓	CUP	CUP A	
Junior Colleges, Colleges, Universities, and Professional Schools	6112; 6113; 6114	–	–	–	–	–	A	✓	✓	✓	CUP	– A	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Technical and Trade Schools	6115	–	–	–	–	–	A	✓	✓	✓	CUP	– A	
Educational Services, All Other	6116; 6117	–	–	–	–	–	A	✓	✓	✓	CUP	–	
Health Care and Social Assistance (Sector 62)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Ambulatory Health Care Services, All Other	All Other 621	–	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Hospitals	622	–	–	–	–	–	–	✓	✓	✓	CUP	–	
Social Assistance													
Services for the Elderly and Persons with Disabilities	624120	–	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Vocational Rehabilitation Services	624310	–	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Child Daycare Services, Home-Based	624410, part	A	A	A	A	A	✓	✓	✓	✓	–	–	Subject to standards provided in EMC 18.100.040
Child Daycare Services, All Other	624410, part	–	–	–	–	CUP	✓	✓	✓	✓	CUP	–	Subject to standards provided in EMC 18.100.040
Social Assistance, All Other	All Other 624	–	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Emergency Housing		–	–	–	–	–	CUP	✓	✓	CUP	✓	–	
Emergency Shelter		–	–	–	–	–	CUP	✓	✓	CUP	✓	–	
Arts, Entertainment, and Recreation (Sector 71)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Libraries	Special	–	–	–	A	A	✓	✓	✓	✓	A	✓	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Museums and Art Galleries	712 except 712130	–	–	–	A	A	✓	✓	✓	✓	A	✓	
Zoos, Aquariums, and Botanical Gardens	712130	–	–	–	–	–	A	✓	✓	✓	✓	A	
Golf Courses and Country Clubs	713910	A	A	–	–	–	A	✓	✓	✓	✓	A	
Sexually Oriented Entertainment	Special	–	–	–	–	–	–	–	–	CUP	–	–	Subject to standards provided in EMC 18.100.100
Gambling Industries	7132	–	–	–	–	–	–	CUP	A	A	✓	–	
Indoor Arts, Entertainment, and Recreation Activities, Other	Special	–	–	–	–	–	CUP	✓	✓	✓	A	✓	
Outdoor Arts, Entertainment, and Recreation Activities, Other	Special	–	–	–	–	–	CUP	A	A	A	–	✓	
Accommodation (Sector 721)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Hotels (except Casino Hotels) and Motels	721110	–	–	–	–	–	CUP	✓	✓	CUP	✓	–	
Bed-and-Breakfast Inns	721191	–	–	–	CUP	CUP	CUP	✓	✓	CUP	–	–	
RV Parks and Recreational Camps	7212	–	–	–	–	–	–	–	–	–	–	–	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Food Service and Drinking Places (Sector 722)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Special Food Services	7223 except 722330	See Note					✓	✓	✓	✓	–	–	Allowed as incidental use in residential districts
Mobile Vendors	722330	–	–	–	–	–	✓	✓	✓	✓	✓	✓	Activities always require TUP and must comply with EMC 18.50.070
Drinking Places for Alcoholic Beverages	722410	–	–	–	–	–	CUP	✓	✓	✓	✓	CUP	Subject to regulation and classification by the Washington State Liquor and Cannabis Board
Restaurants, Full Service	722511	–	–	–	–	–	✓	✓	✓	✓	✓	✓	
Restaurants, Limited Service	722513; 722514	–	–	–	–	–	✓	✓	✓	✓	✓	✓	Subject to compliance with drive-up windows (special) use, if also applicable
Snack and Nonalcoholic Beverage Bars	722515	–	–	–	–	–	✓	✓	✓	✓	✓	✓	Subject to compliance with drive-up windows (special) use, if also applicable
Services (Sector 811-812)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Automotive Repair and Maintenance													

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Automotive Oil Change and Lubrication Shops	811191	–	–	–	–	–	–	–	CUP	A	✓	–	
Car Washes	811192	–	–	–	–	–	CUP	✓	✓	✓	✓	–	
Automotive Repair and Maintenance, All Other	All Other 8111	–	–	–	–	–	–	–	CUP	CUP	✓	–	
Personal Care Services	8121; 812310; 8123200	–	–	–	–	–	CUP	✓	✓	✓	✓	–	
Other Repair and Maintenance													
Other Repair and Maintenance, Consumer	811 except 8111	–	–	–	–	–	–	–	CUP	CUP	✓	–	
Other Repair and Maintenance, Commercial/Industrial	811 except 8111	–	–	–	–	–	–	–	CUP	CUP	✓	–	
Funeral Homes and Funeral Services	812210	–	–	–	–	–	–	–	CUP	CUP	✓	–	
Crematoria	812220, part	–	–	–	–	–	–	–	–	CUP	CUP	–	
Pet Care Services													
Kennels	812910, part	–	–	–	–	–	–	–	–	CUP	A	–	
Veterinary Services	541940	–	–	–	–	–	A	A	✓	✓	A	–	
Pet Care Services, All Other	812910, part	–	–	–	–	–	✓	✓	✓	✓	A	–	
Civic and Public Uses (Sector 813)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Cemeteries	812220, part	–	–	–	–	–	–	–	–	–	–	CUP	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Religious Assembly													
Up to 10,000 sq. ft.	813110, Assembly Only	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
10,000 to 19,999 sq. ft.	813110, Assembly Only	✓	✓	✓	A	A	CUP	CUP	✓	✓	–	CUP	
20,000 to 29,999 sq. ft.	813110, Assembly Only	A	A	A	A	A	CUP	CUP	✓	✓	–	CUP	
30,000 to 39,999 sq. ft.	813110, Assembly Only	CUP	CUP	CUP	A	A	CUP	CUP	✓	✓	–	CUP	
40,000 sq. ft. or greater	813110, Assembly Only	–	–	–	–	–	–	–	✓	✓	–	CUP	
Correctional Institutions	922140	–	–	–	–	–	–	–	CUP	CUP	–	CUP	
Administrative Public Facility Government Facilities and Services	92 except 922140	–	–	–	–	–	✓	✓	✓	✓	✓	✓	
Non-Administrative Public Facility	Special	–	–	–	–	–	–	–	–	–	–	A	Activities with Outside Storage also subject to EMC 18.90.120.
Parks, Open Space, and Public Recreation	Special	✓	✓	✓	✓	✓	✓	✓	✓	✓	A	✓	
Other Uses													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Parking Lots	812930, part	–	–	–	–	–	–	–	CUP	–	–	–	

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

Conditions
(1) Operations shall not disseminate dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the site, property, or parcel on which such use is located. (2) Subject to regulation and classification by the Washington State Liquor and Cannabis Board, where applicable and must comply with Edgewood City Ordinance Nos. 14-425 and/or 17-502; plus any regulations regarding cannabis in Chapter 69.51A RCW or I-502. (3) Subject to Washington Utilities and Transportation Commission regulations and the federal Pipeline and Hazardous Materials Safety Administration (PHMSA). As allowed under state or federal regulations, any use(s) or appurtenances subject to local municipal control will require a CUP in all zoning districts. (4) NAICS Subsector Codes 481-485 and 487 (Air Transportation; Rail Transportation; Water Transportation; Truck Transportation; Transit and Ground Passenger Transportation; and Scenic and Sightseeing Transportation) permitted as services or systems, to include necessary support activities. The physical location of facilities, maintenance grounds, offices, or other structures incidental to the service or system is subject to the use regulations for said structure. (5) Essential Public Facilities are subject to EMC 18.50.060, Essential Public facilities permit. (6) Subject to EMC 18.100.030, Animals.

Chapter 18.100 DEVELOPMENT STANDARDS – USE SPECIFIC

~~18.100.050 Essential public facilities.~~

~~Under the state Growth Management Act, essential public facilities include those facilities that are typically difficult to site such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140; state and local correctional facilities; solid waste handling facilities; and in-patient facilities including substance abuse facilities, mental health facilities, and group homes. For the purposes of and within this title, essential public facilities are treated as listed or substantially similar to listed use types, thereby affirming their siting in appropriate areas; except as applied to public lands, where they are liberally construed to include a broad array of public services. Essential public facilities do not include wireless telecommunications facilities. (Ord. 20-579 § 7 (Exh. F); Ord. 03-203 § 1).~~



CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

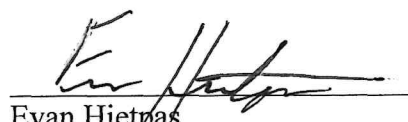
The Planning Commission voted 6-0 to recommend APPROVAL of the proposed code amendments to the Edgewood Municipal Code (EMC) pertaining to the Public (P) zoning district and public facilities regulations.

It is the recommendation of the City of Edgewood Planning Commission to approve the EMC amendments presented in the staff report and attachments, submitted by Senior Planner Evan Hietpas at the February 13, 2023, meeting. Additionally, the Planning Commission recommends amending EMC 18.70.050 (Land use table) to permit "Elementary and Secondary Schools", "Junior Colleges, Colleges, Universities, and Professional Schools", and "Technical and Trade Schools" through an Administrative Use Permit (AUP) process.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 13TH DAY OF FEBRUARY 2023.**


Planning Commission Chair

Attest by:


Evan Hietpas
Senior Planner